



CITY MANAGER
Richard E. Haberman

CITY CLERK
Kelly Dolland

City of Fraser

CENTENNIAL COMMUNITY

MAYOR
Doug Hagerty

COUNCIL
Dan Accavitti, Mayor Pro-Tem
Michael C. Carnagie
Paul A. Cilluffo
Matthew Hemelberg
Barbara L. Jennings

**FRASER CITY COUNCIL – REGULAR MEETING
WEDNESDAY JULY 9, 2015 – 7:00 P.M.
CITY HALL
AGENDA**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. CITIZEN PARTICIPATION ON AGENDA ITEMS
5. PRESENTATIONS
6. PUBLIC HEARING:
 - a. Public Hearing on Changes in the Water and Sewer Rates effective August 1, 2015.
7. CONSENT AGENDA
 - a. Approval of Minutes of the Regular Council Meeting of June 10, 2015.
 - b. Approval of minutes for Special Council Meeting of June 16, 2015.
 - c. Approval of Bills for the Month of June 2015 in the amount of \$ \$1,176,191.84
 - d. Receive and file the minutes of the May 4, 2015 meeting of the Historical Commission.
 - e. Receive and file the minutes of the March 9, 2015 meeting of the Library Board.
 - f. Receive and file the minutes of the May 18, 2015 meeting of the Library Board
 - g. Receive and file the minutes of the May 12, 2015 meeting of the Parks and Recreation Commission.
8. REQUESTS FOR COUNCIL ACTION
 - a. Request Council approve Water and Sewer rates to include a charge of \$9.48/unit for RTS, \$3.37/unit for Water Commodity Charge, and \$1.07/unit for Sewer Commodity Charge for a total of \$13.92/unit, which is an increase of \$0.62/unit of 4.6%. Additional rate of \$2.00/unit of Commercial/Industrial customers implemented in 2014 to continue at same rate. Increase of RTS charge for Irrigation Meters to increase from \$1.00/unit to \$2.00/unit.

- b. Request Council approve City of Fraser Freedom of Information Procedures & Guidelines Policy to meet new State guidelines taking effect 7-1-2015.
- c. Request Council approve the purchase of new audio, video and presentation equipment to improve the quality of sound and video of Council meetings and playback equipment to improve the playback of meetings as well as announcements on the City Cable TV Channel. Cost for equipment is \$30,210.46 with money to come from Gambling Forfeiture Account.
- d. Request Council discuss and approve the Request for Qualifications (RFQ) for towing services in the City of Fraser setting dates for the acceptance of proposals and the process for assessing and determining the approved service provider with term of contract included.

9. REPORT OF THE CITY ADMINISTRATION/PENDING ITEMS.

10. REPORT OF MAYOR AND CITY COUNCIL/NEW BUSINESS.

11. CITIZEN PARTICIPATION.

12. ADJOURNMENT.

(Posted Thursday, July 2, 2015 4:30p.m.)

THE CITY OF FRASER WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WITH DISABILITIES AT THE MEETING UPON FOUR DAYS NOTICE TO:
RANDY WARUNEK, BUILDING DEPARTMENT
(586) 293-3100 EXT 154

IT IS THE POLICY OF THE CITY OF FRASER THAT NO PERSON, ON THE BASIS OF RACE, CREED, COLOR, RELIGION, NATIONAL ORIGIN, OR ANCESTRY, AGE, SEX, MARITAL STATUS, OR DISABILITY SHALL BE DISCRIMINATED AGAINST, EXCLUDED FROM PARTICIPATION, DENIED THE BENEFITS OF, OR OTHERWISE SUBJECTED TO DISCRIMINATION IN ANY PROGRAM OR ACTIVITY FOR WHICH IT IS RESPONSIBLE.



CITY MANAGER

Richard E. Haberman

CITY CLERK

Kelly Dolland

City of Fraser

CENTENNIAL COMMUNITY

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Mayor and Councilors,

Per the Mayor's request there are three versions of the towing RFQ. They are differentiated by the watermark. Draft 1 is the version provided by the City Attorney to the Administration as outlined in his letter to me. Draft 2 is a marked up version with administrative changes highlighted in grey. The Final Draft is the version presented to the Council as a "clean copy" incorporating the highlighted changes in Draft 2 as a final version that the Administration is recommending be used for the upcoming bid process. However, as with all things recommended by the Administration the Council retains final authority in the process to amend as it sees fit and adopt accordingly.

Sincerely,

Richard E. Haberman
City Manager

ADMINISTRATIVE PUBLIC HEARING

The purpose of this project is to rehabilitate sanitary sewers with critical and high priority structural defects and remove sources of Inflow & Infiltration (I/I) where cost effective.

Mr. Haberman provided a slideshow presentation of the Proposed Water and Sewer Rates for FY 2015-2016. Member Jennings requested a copy of the presentation. Mayor Hagerty requested the Proposed Water and Sewer rate change be added for discussion to next meeting agenda, and provide examples.

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6. Public Hearing

a. Public Hearing on the request from Carmela Foods Distributing, Inc, 18350 15 Mile Road Fraser, MI 48026-1615 for the Industrial Facilities Tax Exemption on the amount of \$5,466,559 over 12 years for building improvements.

Mr. John Sacco, Allegra Development representing Carmela Foods Distributing, Inc. spoke on this request.

Mayor Hagerty opened the public hearing at 8:31p.m.
Mayor Hagerty closed the public hearing at 8:30p.m.

Member Jennings moved, seconded by Member Cilluffo, TO APPROVE THE REQUEST FROM CARMELLA FOODS DISTRIBUTING, INC, 18350 15 MILE RD, FRASER, MI 48026-1615 FOR AN INDUSTRIAL FACILITIES TAX EXEMPTION IN THE AMOUNT OF \$5,466,559 OVER 12 YEARS FOR BUILDING IMPROVEMENTS.

The motion carried unanimously

7. Consent Agenda

Member Accavitti moved, seconded by Member Hemelberg, to APPROVE THE CONSENT AGENDA ITEMS AS AMENDED.

- a. Approval of Minutes of the Regular Council Meeting of May 14, 2015.
- b. Approval of Bills for the Month of May 2015 in the amount of \$1,072,190.51
- c. Receive and file the March 2, 2015 minutes of the Historical Commission.
- d. Approval of the Resolution Authorizing an Installment Purchase Agreement for the purchase of the previously approved High Ranger and Asphalt Machine for DPW.
- e. Approve Resolution of State Revolving Fund (SRF) Sanitary Sewer Rehabilitation Program. The purpose of this project is to rehabilitate sanitary sewers with critical and high priority structural defects and remove sources of Inflow & Infiltration (I/I) where cost effective.

The motion carried unanimously

8. Requests For Council Action

a. John Fleming, 31565 Fraser Dr. Fraser, MI spoke of the Fraser Senior Housing, the 'Reversionary Clause' and the future of the Fraser Senior Housing.

The following residents spoke on this item:

Raymond Wojciechowski, Fraser Senior Housing Resident
Sharon Schoessler, Fraser Senior Housing Resident
Richard Rutledge, Fraser Senior Housing Resident
Marie Cilluffo, 31640 Cyril
Michael Lesich, 15201 Fairview
Pamela Gibson, Fraser Senior Housing Resident

b. Request Council awards the contract for 2015 HMA Resurfacing Program to ProLine Asphalt Paving in the amount of \$496,054.05 funds to come from bond proceeds approved by voters last November.

Member Accavitti moved, seconded by Member Hemelberg, to AWARD THE CONTRACT FOR 2015 HMA RESURFACING PROGRAM TO PRO-LINE ASPHALT PAVING IN THE AMOUNT OF \$496,054.05 FUNDS TO COME FROM BOND PROCEEDS APPROVED BY VOTERS LAST NOVEMBER.

The motion carried unanimously

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c.Request Council approves the following Budget Adjustments to the FY 2014- 2015 Budget:

\$50,000 from Senior Housing to General Fund Charge for Services-Manager/Administrative Services
\$75,000 from Ambulance to General Fund Charge for Services-Manager/Administrative Services
\$97,000 from Ambulance to Public Safety Cost Recovery
\$29,200 from Local Streets General Fund Charge for Services-Manager/Administrative Services
\$97,200 from Major Streets to General Fund Charge for Services-Manager/Administrative Services
\$30,000 from Gambling Forfeiture to General Fund Charge for Services-Manager/Administrative Services

Member Cilluffo moved seconded by Mayor Hagerty, to APPROVE THE FOLLOWING BUDGET ADJUSTMENTS TO THE FY 2014-2015 BUDGET AS LISTED ABOVE.

The motion unanimously

d. Request Council adopt an ordinance amending and revising the code of ordinances chapter 32 zoning adding section 32-137 regulating uses within commercial zoning by providing locational restrictions involving the sale of tobacco products, smoking paraphernalia products and e-cigarettes and related products at the retail level.

Request Randy Warunek, Building official to provide a school map showing a 250ft, 500ft and 1,000ft radius of each school.

Member Cilluffo moved, seconded by Member Hemelberg, to POSTPONE ACTION TO THE JULY 2015 COUNCIL MEETING TO ADOPT AN ORDINANCE AMENDING AND REVISING THE CODE OF ORDINANCES CHAPTER 32 ZONING ADDING SECTION 32-137 REGULATING USES WITHIN COMMERCIAL ZONING BY PROVIDING LOCATIONAL RESTRICTIONS INVOLVING THE SALE OF TOBACCO PRODUCTS, SMOKING PARAPHERNALIA PRODUCTS AND E-CIGARETTES AND RELATED PRODUCTS AT THE RETAIL LEVEL.

The motion unanimously

e.Request Council adopt an ordinance amending and revising provisions of chapter 6 of the code of ordinances for the city of fraser providing for article xiii establishing regulations for the registration of non-owner occupied single family homes, their inspection, the imposition of fees and charges for inspection and registration.

Conversation ensued regarding the owner maintenance and accountability of single family rental properties in the City of Fraser; neighboring communities enforce this type ordinance. Fee schedule to be determined.

Member Accavitti moved, seconded by Mayor Hagerty, to ADOPT AN ORDINANCE AMENDING AND REVISING PROVISIONS OF CHAPTER 6 OF THE CODE OF ORDINANCES FOR THE CITY OF FRASER PROVIDING FOR ARTICLE XIII ESTABLISHING REGULATIONS FOR THE REGISTRATION OF NON-OWNER OCCUPIED SINGLE FAMILY HOMES, THEIR INSPECTIONS, THE IMPOSITION OF FEES AND CHARGES FOR INSPECTION AND REGISTRATION.

The following residents spoke on this item:

Marie Cilluffo; 31640 Cyril
Patrice Schornak 32352 Crestwood
Anna Cameron 34273 Garfield Circle

The motion unanimously

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f. Request Council discuss the possible amendment of City Ordinances related to occupancy limitations for motels in Fraser taking into consideration input from the City Attorney and provide direction to the Administration regarding Council's direction in this regard.
Mr. Haberman stated the administration is concerned with the health and safety of long term occupants of the motels; the rooms are not equipped for long term residency.

Mayor Hagerty requested a sample ordinance.
Mr. Dolan spoke on the topic.
No action taken by council.

Member Cilluffo moved, seconded by Member Hemelberg, to POSTPONE ACTION TO A LATER DATE REGARDING THE POSSIBLE AMENDMENT OF CITY ORDINANCE RELATED TO OCCUPANCY LIMITATIONS FOR MOTELS IN FRASER.

The motion unanimously

f. Request Council discusses implied contractual obligations of the buyer related to the former Dairy Queen property at the corner of 14 Mile Rd. and Groesbeck Hwy.
Item was removed from agenda

The motion unanimously

g. Request Council discuss potential uses for certain parcels of City owned property.
Mayor Hagerty spoke of properties in the City of Fraser that have a sales potential. Requested the Building Official to create and present a map of available, sellable city owned parcels.

The motion unanimously

h. Request to vote on open council seat.

Member Carnegie suggested to approach (from last election) the next candidate in line with the highest numbers of votes and ask if they will accept the vacant seat on council.

Member Carnegie moved, seconded by Member Jennings to APPROACH THE NEXT CANDIDATE IN LINE WITH THE HIGHEST NUMBER OF VOTES AND ASK IF THEY WILL ACCEPT THE COUNCIL POSITION.

Mayor asked for a roll call vote:

Accavitti - no	Hagerty - no
Carnegie - yes	Hemelberg - no
Cilluffo - yes	Jennings - yes

The denied 3 - 3

i. Request Council to review Fosters Towing Contract with City of Fraser.
Conversation ensued regarding the City of Fraser and the reinstatement Fosters Towing.
Request Fosters Towing to provide City Administration with court documentation.
Member Cilluffo moved, seconded by Member Jennings, to ADD FOSTERS TOWING TO THE JUNE 16, 2015 SPECIAL COUNCIL MEETING FOR REVIEW

Mayor asked for a roll call vote:

Accavitti - yes	Hagerty - yes
Carnegie - yes	Hemelberg - yes
Cilluffo - yes	Jennings - no

The motion carried

9. Report of City Administration/Pending Items

City Manager spoke on various topics.

10. Report of Mayor and City Council/New Business

Mayor and Council spoke on various topics.

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11. Citizen Participation

Dr. Michael Dib, 15476 Luxemburg
Anna Cameron, 34273 Garfield Circle
Gary Placido, 15338 Rambling Drive
James & Yvette Foster, 33693 Mulvey
Michael Lesich, 15201 Fairview
Kurtis Hale, 18523 Woodbine

12. Adjournment

Mayor Hagerty moved, seconded by Member Carnagie, to ADJOURN THE REGULAR COUNCIL MEETING OF WEDNESDAY, JUNE 10TH, 2015 AT 12:22 A.M.

The motion unanimously

Respectfully submitted,

Kelly Dolland, City Clerk

Doug Hagerty, Mayor

/kd

Fraser City Council - Special Meeting
Thursday, June 18th, 2015 - 7:00 P.M.
Municipal Building

A Special Meeting of the Fraser City Council was conducted on the above date at the City Municipal Building, located at 33000 Garfield Road, Fraser, County of Macomb, Michigan.

Present: Mayor Hagerty and Council Members Accavitti, Carnagie, Cilluffo, Hemelberg, and Jennings
Absent: None
Also Present: Richard Haberman, City Manager
Kelly Dolland, City Clerk
Jack Dolan, City Attorney

1. **Call Meeting to Order** - Mayor Hagerty called the regular meeting to order at 7:02 p.m.

2. **Pledge of Allegiance**

3. **Approval of Agenda**

Member Jennings moved, seconded by Member Carnagie, to ADD DISCUSSION NOT TO SELL THE FRASER SENIOR HOUSING BUILDING TO THE AGENDA. ADD AS 4C TO AGENDA.

Member Cilluffo moved, seconded by Member Carnagie to APPROVE THE AGENDA AS AMENDED.

The motion carried unanimously

4. **Requests For Council Action**

a. Request Council Discuss and take action regarding the reinstatement of Fosters Towing and the interim City Contractor pending development of a contract and RFP for open bid in the next 60 days.

Mayor Hagerty moved, seconded by Member Hemelberg to DIRECT CITY MANAGER AND CITY ATTORNEY TO ESTABLISH A REQUEST FOR PROPOSAL FOR THE CITY OF FRASER TOWING & STORAGE YARD REQUIREMENTS. THIS REQUEST FOR PROPOSAL DOCUMENT IS TO BE SUBMITTED TO THE COUNCIL THEN REVIEW & APPROVAL NO LATER THAT THE CITY OF FRASER JULY 2015 REGULAR MEETING. ALL PROSPECTIVE VENDORS WILL BE WELCOME TO BID ON THESE SERVICES TO BE PROVIDED TO THE CITY OF FRASER. FRASER CITY COUNCIL SHALL BE THE SOLE DISCUSSION MAKING BODY, AS TO ANY PERSPECTIVE VENDOR, QUALIFICATION AND EVALUATION PROPOSALS RECEIVED.

The motion carried unanimously

Mayor Hagerty moved, seconded by Member Hemelberg to REINSTATE FOSTERS TOWING AS THE CITY OF FRASER TOWING & STORAGE YARD CONTRACTOR PENDING THE OUTCOME OF THE REQUEST FOR PROPOSAL FOR THE CITY OF FRASER TOWING & STORAGE SERVICES. THE REINSTATEMENT IS TO BE EFFECTIVE BY 5PM, FRIDAY, JUNE 19TH, 2015.

Mayor asked for a roll call vote:

Accavitti - yes	Hagerty - yes
Carnagie - no	Hemelberg - yes
Cilluffo - no	Jennings - no

The motion denied 3 – 3

The following residents spoke on this item:

Yvette Foster,	33693 Mulvey
Nathan Foster,	34301 Garfield Circle
Nancy Jolly,	16890 N. Gardenia
Robert Maksym,	Maxx Towing Representative
Sara Walsh,	32814 Utica Rd.

b. Request Council to add discussion not to sell the Fraser Senior Housing Building.

Member Hemelberg moved, seconded by Member Accavitti to APPROVE THE AGENDA CHANGE THE ORDER OF 4B AND 4C, AS AMENDED.

Fraser City Council - Regular Meeting

Thursday, June 18th, 2015 - 7:00 P.M.

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Member Jennings moved, seconded by Member Cilluffo to NOT SELL THE SENIOR HOUSING BUILDING, PROVIDE ONE-YEAR LEASE AND NO RENT INCREASE FOR JULY 2015-JUNE 2016 LEASE AGREEMENT AS AMENDED.

The motion carried unanimously

The following residents spoke on this item:

Shelly Gilray,	Representing a Fraser Senior Housing Resident
Raymond Wojciechowski,	Fraser Senior Housing Resident
Tom Laduke,	16436 Clarkson

Conversation ensued regarding revenue and expenditure, and refinance options for the Senior Housing. Administration will present finding at next scheduled meeting.

c. Request Council discuss and with the possible action regarding Budget Amendments to the FY 2015-2016 Budget.

Mayor Hagerty moved, seconded by Member Jennings to AMEND THE SPECIAL ASSESSMENT FROM STREET LIGHTING TO TRASH, IN THE AMOUNT OF 1 MIL AND TO AMEND THE RETIREE HEALTH CARE TO ALLOW THE HIGH DEDUCTABLE PLAN WITH A HEALTH SAVING ACCOUNT (HSA) BASED ON 90% OF THE PLAN DEDUCTABLE.

Manager Haberman stated 35% of operating budget goes to pension and health care. He has advocated to council to implement a Retiree (pre-65) City of Fraser Health Saving Account (HSA) account. The City implemented a Health Saving Account (HAS) program in 2012 for its active employees.

Manager Haberman recommended to Council to amend the Special Assessment from Street Lighting to Trash, in the amount of 1 MIL and to amend the Retiree Health Care to allow the high deductible plan with a Health Saving Account (HSA) based on 90% of the plan deductible.

The following individuals spoke on this topic:

Bob VanFleteren,	11300 Greenwood
Tom Bender,	34780 Eberlein Dr
Carol Ferguson,	35810 Hawthorne
Jeff Newton	1843 E Coon Lake Rd
John Ellis,	45958 Duchess Dr
Lenard Celletti,	44870 Morang
Steve Triner,	40087 Day Drive
John VanFleteren,	16230 Bordman
Gary McKinney,	17654 Adolph
Mike Piccirilli,	15036 Harvest Meadow
Cheryl Babcock,	14707 Lakeshore Dr
Michael Lesich,	15201 Fairview
Tom Laduke,	16436 Clarkson

5. Adjournment

Mayor Hagerty moved, seconded by Member Carnagie, to ADJOURN THE REGULAR COUNCIL MEETING OF THURSDAY, JUNE 18TH, 2015 AT 10:00 P.M.

The motion unanimously

Respectfully submitted,

Kelly Dolland, City Clerk

Doug Hagerty, Mayor



CITY MANAGER
Richard E. Haberman

City of Fraser

CENTENNIAL COMMUNITY

MAYOR
Doug Hagerty

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Paul A. Cilluffo
Matthew Hemelberg
Barbara L. Jennings
William A. Morelli

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Toni Misch, Accounts Payable

DATE: June 30, 2015

RE: Accounts Payable

PAYMENT OF CHECKS DATED

AMOUNT

The month of June 2015	\$1,176,491.84
Voided Checks for June 2015	<u>-300.00</u>
	\$1,176,191.84

07/01/2015 02:57 PM
User: MARY
DB: Fraser

CHECK REGISTER FOR CITY OF FRASER
CHECK DATE FROM 06/01/2015 - 06/30/2015

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank PNC GENERAL CHECKING						
06/12/2015	PNC	117926	21STCEN	21ST CENTURY MEDIA - MICHIGAN	LEGAL ADS	1,439.41
06/12/2015	PNC	117927	ABDMAT	MATTHEW S. ABDO	ATTORNEY FEES-CT	75.00
06/12/2015	PNC	117928	ABSWAT	ABSOPURE WATER COMPANY	5 GAL BTL DEPOSIT-LIB	13.90
					MONTHLY ADMINISTRATIVE CHARGE-LIB	1.55
					C&C COOLER-LIB	8.00
					DIS 5 GAL-LIB	20.90
						<u>44.35</u>
06/12/2015	PNC	117929	AEW	ANDERSON, ECKSTEIN & WESTRICK, INC	FRASER WOODS PARKIN GLOT PLAN REVIEW	113.83
					2015-2017 ROAD PROGRAM PLANNING	651.00
					2015 ROAD PRO-SAPHALT RESURFACING	14,070.00
					FAURECIA MASONIC PAVEMENT REPLACEMENT	400.00
					BEACON STA SANITARY IMPROVEMENT	100.00
					NPDES PHASE II PERMIT	100.00
					DPW GENERAL	530.00
					HMSI PROJECT PERFORMANCE CERT	1,739.00
					MCKINNEY PARK BOUNDLESS IMPROVEMENTS	1,051.80
					CONCRETE PAVEMENT REPAIR PROGRAM	154.70
					2014 SRF PROJECT PLAN PREPARATION	12,635.40
					AUTOMATED WATER METER READER SYSTEM	750.00
					2015 ROAD PROGRAM JOINT SEALING	430.20
					2015 ROAD PROG CONCRETE PAVEMENT REPAIRS	16,455.48
						<u>49,181.41</u>
06/12/2015	PNC	117930	AEW	VOID		V
06/12/2015	PNC	117931	AIRGAS	AIRGAS USA, LLC	HELIUM/PROPANE	56.11
					ACETYLENE/ARGON/OXYGEN	142.44
					ACETYLENE/HELIUM/OXYGEN	106.17
						<u>304.72</u>
06/12/2015	PNC	117932	AMEFIN	AMERICA'S FINEST	2014 ANNUAL REPORT-PS	398.00
					BLANK GREEN CARDS-PS	22.00
						<u>420.00</u>
06/12/2015	PNC	117933	AMEBUI	AMERICAN BUILDERS SUPPLY	WHITE PAINT-PKS	239.80
06/12/2015	PNC	117934	AMEMES	AMERICAN MESSAGING	CITY PAGERS	19.63
06/12/2015	PNC	117935	APOEQU	APOLLO FIRE EQUIPMENT	LEATHER HELMET FRONT-PS	46.75
06/12/2015	PNC	117936	ARGHAZ	ARGUS-HAZCO	CLEAN/LUBRICAT/ADJUST/TEST SPERIAN PANTH	90.00
06/12/2015	PNC	117937	ARRSCI	ARROWHEAD SCIENTIFIC, INC.	FORENSICS SUPPLIES-PS	786.10
06/12/2015	PNC	117938	ASPUNL	ASPHALT UNLIMITED, INC	ASPHALT PAVING CITY STREETS	4,675.00
06/12/2015	PNC	117939	SBC	AT&T	CITY PHONES	239.35
06/12/2015	PNC	117940	AT&TCAP	AT&T CAPITAL SERVICES, INC.	E-911	1,452.81
06/12/2015	PNC	117941	AUDIO	AUDIO SENTRY CORPORATION	GENERAL LIFT STATION& MONITORING	190.00
06/12/2015	PNC	117942	AUSAUS	AUSILIO LAW GROUP	ATTORNEY FEES-CT	300.00
06/12/2015	PNC	117943	AUSDEA	DEAN AUSILIO	ATTORNEY FEES-CT	225.00
06/12/2015	PNC	117944	AUTMOT	AUTO MOTIVE ENHANCERS, INC	SWEEPER REPAIR-BLOWS WARM	184.22
					LUBE/OIL/FILTER-SIU PICKUP	64.22
					LUBE/OIL/FILTER/TIRE ROTATE/BRAKES/ROTOR	587.03
						<u>835.47</u>
06/12/2015	PNC	117945	BSBRIC	B'S BRICK PAVING & LANDSCAPE	RELEVELED & REPAIR PAVERS	750.00

07/01/2015 02:57 PM
 User: MARY
 DB: Fraser

CHECK REGISTER FOR CITY OF FRASER
 CHECK DATE FROM 06/01/2015 - 06/30/2015

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/12/2015	PNC	117946	BARATT	BARATTA & BARATTA PC	ATTORNEY FEES-CT	225.00
06/12/2015	PNC	117947	BARBAR	BARRETT & BARRETT PLLC	ATTORNEY FEES-CT	175.00
06/12/2015	PNC	117948	BEABRO	BEAN BROS. TROPHY & AWARD	PLAQUE-ENGRAVING-PS	99.80
06/12/2015	PNC	117949	BESBUY	BEST BUY BUSINESS ADVANTAGE ACCT	COMPUTER SUPPLIES-MGR	29.98
					COMPUTER SUPPLIES-MGR	89.96
					COMPUTER SUPPLIES-DPW	34.98
						154.92
06/12/2015	PNC	117950	999REC	BETH WETTSTEIN	CANCELED WEDNESDAY NIGHT LEAGUE	100.00
06/12/2015	PNC	117951	BLAPRI	BLAKEMAN PRINTING CO. INC	BAUMG ANNIVERSARY PROGAMS	85.00
06/12/2015	PNC	117952	BLNET	BLUE CARE NETWORK	EMPLOYEE INSURANCE	10,653.60
06/12/2015	PNC	117953	BOBSAN	BOBS SANITATION SERVICE, INC	PORTABLE TOILETS-DPW	320.00
06/12/2015	PNC	117954	999REC	BONNIE BOONE	CANCELED FLAG FOOTBALL-REC	45.00
06/12/2015	PNC	117955	BOOPAG	BOOK PAGE	12 MONTH SHIPMENT-LIB	300.00
06/12/2015	PNC	117956	BOWSUS	SUSAN BOWLIN	WAHLA RETIREMENT-PS	113.88
06/12/2015	PNC	117957	BREJAM	JAMES P. BRENNAN	ATTORNEY FEES-CT	75.00
06/12/2015	PNC	117958	BSNSPO	BSN SPORTS INC	PLAYGROUND EQUIPMENT/SUPPLIES-REC	549.12
06/12/2015	PNC	117959	BUFWHE	BUFF WHELAN CHEVROLET INC	SWITCH-MTR	56.88
06/12/2015	PNC	117960	C&GNEW	C & G NEWSPAPERS	PUBLIC NOTICE-LEGAL AD	218.40
06/12/2015	PNC	117961	CADASP	CADILLAC ASPHALT, LLC	UPM	991.30
					UPM	254.15
					UPM	228.85
					UPM	1,222.45
					UPM	471.50
					UPM	259.90
						3,428.15
06/12/2015	PNC	117962	CANTOR	CANU TORRICE LAW PLLC	ATTORNEY FEES-CT	225.00
06/12/2015	PNC	117963	9999BB	CARL & ROSEANNE HOFMAN	BOND RETURN PERMIT 15-098	100.00
06/12/2015	PNC	117964	CENPOI	CENTER POINT LARGE PRINT	PLATINUM READERS CIRCLE SERIES-LIB	517.68
06/12/2015	PNC	117965	CHUJEN	JENNIFER CHUPA	ATTORNEY FEES-CT	225.00
06/12/2015	PNC	117966	CINTAS	CINTAS CORPORATION #354	CAN LINERS-PKS	420.00
					FLOOR MATS/CLEANING SUPPLIES-CENTER	130.07
					FLOOR MATS/CLEANING SUPPLIES-CITY HALL	245.84
					FLOOR MATS/CLEANING SUPPLIES-SR HOUSING	80.78
					FLOOR MATS/CLEANING SUPPLIES-LIB	80.46
					FLOOR MATS/CLEANING SUPPLIES-DPW/CITY HA	1,144.18
						2,101.33
06/12/2015	PNC	117967	CINFIR	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES-LIB	26.27
					FIRST AID SUPPLIES-CITY HALL	19.39
					FIRST AID SUPPLIES-CENTER	10.24
						55.90
06/12/2015	PNC	117968	CLANCY	CLANCY EXCAVATING CO	BORKEN ASPHALT DUMPED/CRUSHED CONCRETE	664.57
06/12/2015	PNC	117969	COMCAS	COMCAST	09507 314379-01-5 CABLE/INTERNET	82.50
06/12/2015	PNC	117970	COMPLA	COMMUNITY PLANNING & MANAGEMENT, PC	PROFESSIONAL PLANNING SERVICES MAY 2015	850.00
06/12/2015	PNC	117971	CONENG	CONSUMERS ENERGY	GAS SR HOUSE #120	15.60
					GAS-SR HOUSE #324	6.32
						21.92
06/12/2015	PNC	117972	COSTCO	CAPITAL ONE COMMERCIAL	SUPPLIES-REC	46.95
06/12/2015	PNC	117973	CROJAS	JASMIN CROMWELL	CHAIR YOGA-CENTER	360.00

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06/12/2015	PNC	117974	DALES	DALE'S LANDSCAPING SUPPLY, INC	BULK POOK SAND	89.25
					SOD	38.87
					SOD	239.20
					BULK PREMIUM COLORED MULCH	337.50
						704.82
06/12/2015	PNC	117975	999REC	DELORES BAXTER	JACKSON PRISON TOUR TRIP-2 PPL-REC	192.00
06/12/2015	PNC	117976	DEMCO	DEMCO	BOX LABEL PROTECTOR-LIB	57.53
					OFFICE SUPPLIES-LIB	102.99
						160.52
06/12/2015	PNC	117977	DTEENG	DETROIT ENERGY	ELECTRIC SR HOUSE #120	6.87
					ELECTRIC SR HOUSE #324	5.80
						12.67
06/12/2015	PNC	117978	DTEENG	DETROIT ENERGY	CITY ELECTRIC BILLS	2,118.26
06/12/2015	PNC	117979	DETTIG	DETROIT TIGERS, INC	DETROIT TIGER TICKETS-CENTER	427.00
06/12/2015	PNC	117980	DETWAT	DETROIT WATER & SEWERAGE DEPT	WATER	80,087.48
06/12/2015	PNC	117981	DITTRE	DITTMAN TREE SERVICE, INC	STUMP REMOVE AND HAUL AWAY	1,600.00
06/12/2015	PNC	117982	DZUMIC	MICHAEL J DZUBAK	ATTORNEY FEES-CT	175.00
06/12/2015	PNC	117983	EMBENT	EMBLEM ENTERPRISES INC	PATCHES.-PS	454.78
06/12/2015	PNC	117984	FALTOC	FALK & TOCCO, PC	ATTORNEY FEES-CT	175.00
06/12/2015	PNC	117985	FIREXT	FIRE EXTINGUISHER SALES & SERVICE	FIRE EXT RECHARGE & TAGG-PS	89.90
06/12/2015	PNC	117986	FIRCHO	FIRST CHOICE SERVICES	FILTERS/COFFEE/CUPS-CENTER	131.42
					COFFEE-DPW	53.45
						184.87
06/12/2015	PNC	117987	MISC	FRANK & KARINNE WOHLFIELD JR.	UB refund for account: 137-01340-00	126.04
06/12/2015	PNC	117988	FRAUBO	FRASER AUTO BODY, INC	REPAIRS/LABOR-2014 FOR F-150-DPW	3,471.73
06/12/2015	PNC	117989	FCOA	FRASER COMMAND OFFICERS ASSOC	POLC UNION DUES	572.00
06/12/2015	PNC	117990	FRADIS	FRASER DISPATCHERS ASSOCIATION	DISPATCH UNION DUES	412.50
06/12/2015	PNC	117991	FRALIE	FRASER LIEUTENANTS ASSOCIATION	LIEUTENANTS UNION DUES	120.00
06/12/2015	PNC	117992	999FIN	FRASER POINTE MANOR APARTMENTS LLC	OVERPAYMENT 2014 SUMMER TAXES	7,054.11
					OVERPAYMENT WITNER 2014 TAXES	180.60
						7,234.71
06/12/2015	PNC	117993	FPOAM	FRASER POLICE OFFICERS ASSOCIATION	POAM UNION DUES	2,034.50
06/12/2015	PNC	117994	FRAWAT	CITY OF FRASER	CITY WATER BILLS	2,917.52
06/12/2015	PNC	117995	GARBAY	GARDENS & BEYOND	FLOWER BASKET PROGRAM	805.00
06/12/2015	PNC	117996	999REC	GARY SHEPPERD	DOUBLE BOOKED PAVILION REFUNDED-CENTER	93.00
06/12/2015	PNC	117997	GERJOH	JOHN GERLACH	ATTORNEY FEES-CT	250.00
06/12/2015	PNC	117998	999REC	GLORIA WALKOWIAK	VENDOR CANCELLATION CITY PICNIC	55.00
06/12/2015	PNC	117999	HABRIC	RICHARD HABERMAN	PARKING BOND MEETING	18.50
06/12/2015	PNC	118000	HARLIF	THE HARTFORD-PRIORITY ACCOUNTS	LIFE INSURANCE	3,598.02
06/12/2015	PNC	118001	HARLIF	VOID		
06/12/2015	PNC	118002	HDSFM	HD SUPPLY FACILITIES MAINTENANCE	2 SETS WASHER/DRYER-SR HOUSE	2,420.00
06/12/2015	PNC	118003	HOMDEP	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	436.44
06/12/2015	PNC	118004	INGRAM	INGRAM LIBRARY SERVICES	BOOKS-LIB	388.46
					BOOKS-LIB	9.91
						398.37
06/12/2015	PNC	118005	JACANT	LAW OFFICE OF ANTHONY E JACOBS PC	ATTORNEY FEES-CT	175.00
06/12/2015	PNC	118006	JOHNS	JOHN'S LUMBER	RED CEDAR SPLIT RAIL & END POST-PKS	106.00

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					2 X 4'S-WTR	59.68
					2 X 4'S	35.81
						<u>201.49</u>
06/12/2015	PNC	118007	JOHNTT	JOHNSON THERMOL TEMP INC	CITY HALL LEAK	270.00
					NO COOL SR HOUSE #124	275.00
					DEFECTIVE THERMOSTAT-SR HOUSE #311	225.00
					HOT WATER TANK-#208	546.00
						<u>1,316.00</u>
06/12/2015	PNC	118008	JUDMAN	JUDICIAL MANAGEMENT SYSTEMS INC	TECHNOLOGY FUND-DT CT	2,400.00
06/12/2015	PNC	118009	999REC	JUDY BLOCK	JACKSON PRISON TOUR TRIP 3PPL-REC	288.00
06/12/2015	PNC	118010	999FIN	KAPOTE ENTERPRISES LLC	OVERPAYMENT SUMMER 2014 TAXES	3,690.78
06/12/2015	PNC	118011	KERALB	KERR ALBERT OFFICE SUPPLY	OFFICE SUPPLIES-FIN	12.04
06/12/2015	PNC	118012	KINMAR	MARK KING	HEALTH CARE REIMBURSEMENT	225.00
06/12/2015	PNC	118013	KOVRTI	R. TIMOTHY KOHLER	ATTORNEY FEES-CT	175.00
06/12/2015	PNC	118014	LATJEN	JENNIFER A. LATIMER-LUDWIG	ATTORNEY FEES-CT	225.00
06/12/2015	PNC	118015	999FIN	LAW OFFICES OF FRED GORDON, P.C.	OVERPAYMENT 2014 WINTER TAXES	22.53
					OVERPAYMENT 2014 SUMMER TAXES	879.18
						<u>901.71</u>
06/12/2015	PNC	118016	999FIN	LEIGH LEPLAE	OVERPAYMENT SUMMER 2014 TAXES	274.64
06/12/2015	PNC	118017	LEOAND	ANDREW LEONE	ATTORNEY FEES-CT	225.00
06/12/2015	PNC	118018	LOWES	LOWE'S BUSINESS ACCT/GEMB	MATERIALS & SUPPLIES	241.79
06/12/2015	PNC	118019	LUCMAN	LUCIDO & MANZELLA PC	ATTORNEY FEES-CT	218.75
06/12/2015	PNC	118020	MCCA	MACOMB COUNTY CLERK'S ASSOCIATION	MCCA MEMBERSHIP-KELLY DOLLAND	25.00
06/12/2015	PNC	118021	MCPWK	MACOMB COUNTY TREASURER	SEWER	179,037.64
					MAY 2015 LOOKBACK	8,709.00
					JG FOOD POLLUTANT SURCHARGES	52.32
						<u>187,798.96</u>
06/12/2015	PNC	118022	MCTRCT	MACOMB COUNTY TREASURER	CO LIB FEE	75.00
06/12/2015	PNC	118023	MACMEC	MACOMB MECHANICAL, INC	2" WTR MTR REPLACED-16950 KENNEDY	421.00
					3" WTR MTR REPLACED-33059 KENNEDY	479.00
						<u>900.00</u>
06/12/2015	PNC	118024	MAIPLU	MAIL PLUS	CITY MAILINGS	32.60
06/12/2015	PNC	118025	MALJAS	JASON MALKIEWICZ	ATTORNEY FEES-CT	175.00
06/12/2015	PNC	118026	MASGAR	MASTER GARDENER LAWN CENTER	CITY LAWN SERVICE	2,390.00
06/12/2015	PNC	118027	MATCEM	MATTIOLI CEMENT COMPANY	AEW PROJ # 0190-0334 2012 CONCRETE PAVEM	57,380.40
06/12/2015	PNC	118028	MDOT	DEPARTMENT OF TRANSPORTATION	SIGNAL ENERGY FIND DETAIL	153.60
06/12/2015	PNC	118029	METSOF	METRO SOFTBALL UMPIRES ASSOC.	UMPIRE FEES-SOFTBALL-REC	186.00
06/12/2015	PNC	118030	METMAR	MARK S. METRY PLC	ATTORNEY FEES-CT	225.00
06/12/2015	PNC	118031	MIBCC	STATE OF MICHIGAN	ELEVATOR SAFETY DIVISION-SR HOUSE/CITY	550.00
06/12/2015	PNC	118032	MIBCC	STATE OF MICHIGAN	ELEVATOR SAFETY -LIB	180.00
06/12/2015	PNC	118033	MICTEL	MICH TEL	PHONES	991.80
06/12/2015	PNC	118034	MICTEL	MICH TEL	EMERG ELEVATOR LINE-CITY HALL	125.00
06/12/2015	PNC	118035	MLA	MICHIGAN LIBRARY ASSOCIATION	ORGANIZATIONAL MEMBERSHIP DUES-LIB	556.00
06/12/2015	PNC	118036	MML	MICHIGAN MUNICIPAL LEAGUE	MML DUES-2015-15	6,017.00
06/12/2015	PNC	118037	MWCOMP	MICHIGAN MUNICIPAL WORKER'S COMP	WORKERS COMP PREMIUM	21,567.00
06/12/2015	PNC	118038	MIRCT	STATE OF MICHIGAN TREASURER	RECEIPTS PROCESSING	21,688.18
06/12/2015	PNC	118039	MILDAY	DAYNA MILBRAND PC	ATTORNEY FEES-CT	175.00
06/12/2015	PNC	118040	MINMIX	MINI MIX, INC	CONCRETE	2,019.25
06/12/2015	PNC	118041	MISPAU	PAUL M. MISUKEWICZ	ATTORNEY FEES-CT	100.00
06/12/2015	PNC	118042	MOOPEN	MOORE, PENNA & ASSOC.	ATTORNEY FEES-CT	125.00

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06/12/2015	PNC	118043	MORCOM	MORE COMPUTER SUPPLIES	TONER-PS	659.04
06/12/2015	PNC	118044	MPLC	MOTION PICTURE LICENSING CORP	MPLC UNBRELLA LICENSE-REC	312.19
06/12/2015	PNC	118045	MTDOOR	MT. CLEMENS DOOR	PATIO DOOR-SR HOUSE	1,550.00
06/12/2015	PNC	118046	NANJAC	JACQUELINE G. NANNI	ATTORNEY FEES-CT	125.00
06/12/2015	PNC	118047	OCC	OAKLAND COMMUNITY COLLEGE	DISPATCHER TRAINING	380.00
06/12/2015	PNC	118048	OFFDEP	OFFICE DEPOT	OFFICE SUPPLIES-REC	44.75
					OFFICE SUPPLIES-REC	5.38
					OFFICE SUPPLIES-REC	243.30
					OFFICE SUPPLIES-REC	22.99
					OFFICE SUPPLIES-REC	17.58
					OFFICE SUPPLIES-REC	35.98
					OFFICE SUPPLIES-REC	79.49
					OFFICE SUPPLIES-REC	9.57
						459.04
06/12/2015	PNC	118049	OFFDEP	VOID		V
06/12/2015	PNC	118050	OFFMAX	OFFICEMAX INCORPORATED	OFFICE SUPPLIES	67.08
					RETURN ITEMS-PS	(57.54)
						9.54
06/12/2015	PNC	118051	PETMIC	MICHAEL PETTYES	FBI TRAINING-PS	88.46
06/12/2015	PNC	118052	PLAMOR	PLANTE MORAN	PROFESSIONAL SERVICE-FIN	5,005.63
06/12/2015	PNC	118053	PORHUR	CITY OF PORT HURON	CITY INCOME TAX -MCCULLOCH	2.62
06/12/2015	PNC	118054	PRADIS	9YU-PRAXAIR DISTRIBUTION INC	OXYGEN-PS	161.00
06/12/2015	PNC	118055	PUTALI	ALICIA M. PUTMAN	ATTORNEY FEES-CT	125.00
06/12/2015	PNC	118056	RAYELE	RAY ELECTRIC	ELEC SUPPLIES-MCKINLEY PARK	132.34
06/12/2015	PNC	118057	REINDE	REINDEL TRUE VALUE	MATERIALS & SUPPLIES	1,990.04
06/12/2015	PNC	118058	RIZZO	RIZZO SERVICES	REFUSE/COMPOST/RECYCLE	61,483.03
06/12/2015	PNC	118059	ROSCIT	CITY OF ROSEVILLE	RENTAL FEE PAYMENT-RSVL	74,788.75
06/12/2015	PNC	118060	RUERAY	RAYMOND V. RUEMENAPP	ATTORNEY FEES-CT	75.00
06/12/2015	PNC	118061	SAFKLE	SAFETY-KLEEN SYSTEMS, INC	SUEL SURCHARGE/WASER SERVICE-DPW	382.59
06/12/2015	PNC	118062	SCHBRI	BRIAN J. SCHAF	ATTORNEY FEES-CT	87.50
06/12/2015	PNC	118063	SCHCAH	SCHOENHERR, CAHILL & WARNEZ, PC	ATTORNEY FEES-CT	175.00
06/12/2015	PNC	118064	SEICAR	CARIE SEIB	ATTORNEY FEES-CT	125.00
06/12/2015	PNC	118065	SHEKEN	KEN SHEPARD	PS PAINTING OF SOUTH ENTRY DOOR	320.00
06/12/2015	PNC	118066	SHIJAM	JAMES SHIMKO	PLUMBING INSPECTIONS	614.00
06/12/2015	PNC	118067	SHRCOR	SHREDCORP	SHREDDING-CT	40.00
					SHREDDING-PS	50.00
						90.00
06/12/2015	PNC	118068	SPADIS	SPARTAN DISTRIBUTORS	TENSIONER-DPW	74.22
06/12/2015	PNC	118069	SPEEDC	SPEED CLEAN SERVICE	INTERIOR DETAIL-F150 DPW	103.50
					BUFF FLOORS/PWR WASH CELLS/GENERAL CLEAN	575.00
					FLOOR CLEANING-PS RESTROOMS & LOCKERROOM	450.00
					WOMAN RESTRM CLEANING-LIB	440.00
					EMERGENCY SERVICE CALL-WATER ON GYM FLOO	375.00
					F-150 INTERIOR DETAIL-DPW	103.50
					PARK RESTRM CLEANINGS	160.00
					BUFF FLOORS/PWR WASH CELLS/GENERAL CLEAN	575.00
						2,782.00
06/12/2015	PNC	118070	SPEEDC	VOID		V
06/12/2015	PNC	118071	SPEMET	SPEEDY METALS	STEEL SHEET-DUMPSTER REPAIR	134.18
06/12/2015	PNC	118072	SPEOIL	SPENCER OIL COMPANY	UNLEADED FUEL	3,640.93

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					DIESEL FUEL	877.88
						4,518.81
06/12/2015	PNC	118073	STOJEF	JEFF STONE	ATTORNEY FEES-CT	75.00
06/12/2015	PNC	118074	SUPDEN	SUPPLY DEN	CLEANING SUPPLIES-DPW	17.35
06/12/2015	PNC	118075	TEAMST	TEAMSTERS LOCAL 214	DIST CT/DPW/CLERICAL UNION DUES	1,225.94
06/12/2015	PNC	118076	TORMAR	MARK TORRICE	ATTORNEY FEES-CT	225.00
06/12/2015	PNC	118077	TRAROY	ROY TRANSIT	ATTORNEY FEES-CT	175.00
06/12/2015	PNC	118078	TRIAQU	TRI-COUNTY AQUATICS, INC	MAY POND TREATMENTS	565.00
06/12/2015	PNC	118079	UNIMAN	UNIQUE MANAGEMENT SERVICES, INC	PLACEMENTS-LIB	35.80
					PLACEMENTS	5.90
						41.70
06/12/2015	PNC	118080	VANROB	ROBERT J. VANHOUTTE	ATTORNEY FEES-CT	225.00
06/12/2015	PNC	118081	VERIZON	VERIZON	EMERG. PHONES	10.07
06/12/2015	PNC	118082	VICROB	ROBERT S. VICKERY	ATTORNEY FEES-CT	175.00
06/12/2015	PNC	118083	WHITLO	WHITLOCK BUSINESS SYSTEMS	WATER BILL SETUP	765.43
					WATER BILLS POSTAGE	2,077.01
						2,842.44
06/12/2015	PNC	118084	WOLRON	RONALD WOLBER	HEALTH CARE REIMURSEMENT	225.00
06/12/2015	PNC	118085	WOLRON	RONALD WOLBER	REPLACEMENT FOR LOST CHECK-HEALTH CARE R	225.00
06/12/2015	PNC	118086	WOLFIR	WOLVERINE FIREWORKS DISPLAY, INC	FIREWORKS CITY PICNIC	9,500.00
06/12/2015	PNC	118087	WOWCAB	WOW INTERNET-CABLE-PHONE	CABLE/INTERNET-PS	164.75
					CABLE/INTERNET-CENTER	180.18
					CABLE/INTERNET-CITY HALL	158.42
						503.35
06/12/2015	PNC	118088	WRIMAR	MARILYNN WRIGHT	FRASER BARN SALE ADVERTISING	47.00
06/12/2015	PNC	118089	YOUART	ARTHUR M. YOUNG	ATTORNEY FEES-CT	175.00
06/12/2015	PNC	118090	ZEMRYA	RYAN ZEMKE	ATTORNEY FEES-CT	225.00
06/12/2015	PNC	118091	ZYBPAU	PAUL F. ZYBURSKI	ATTORNEY FEES-CT	175.00
06/17/2015	PNC	108550 (E)	ENTERP	ENTERPRISE FM TRUST	CITY LEASE CARS	11,931.74
06/17/2015	PNC	118092	MISTAT	STATE OF MICHIGAN	BOND ISSUANCE COSTS	1,100.00
06/17/2015	PNC	118093	MCTRS	MACOMB COUNTY TREASURER	14-06-251-005/ 2014 SUMMER TAXES	121.85
					11-32-254-013/ 2014 SUMMER TAXES	314.12
						435.97
06/26/2015	PNC	118094	39THRS	39TH DISTRICT COURT ROSEVILLE	MISC DUE TO RSVL-SUBSTANCE ABUSE SCREENI	100.00
06/26/2015	PNC	118095	ACCMED	ACCUMED BILLING, INC	EMS SERVICES	5,607.37
06/26/2015	PNC	118096	AFLAC	AFLAC	EMPLOYEE PAID INSURANCE	1,191.50
06/26/2015	PNC	118097	ALACHR	CHRISTOPHER ALAYAN & ASSC, PLLC	ATTORNEY FEES-CT	175.00
06/26/2015	PNC	118098	AMAZON	GEGRB/AMAZON	BOOKS/DVD	515.81
06/26/2015	PNC	118099	AMEFIN	AMERICA'S FINEST	BUSINESS CARDS-M JAGANJAC	38.00
					REGULAR ENVELOPES/COMPOST DECALS-DPW	366.25
						404.25
06/26/2015	PNC	118100	ASPUNL	ASPHALT UNLIMITED, INC	ASPHALT	5,425.00
06/26/2015	PNC	118101	SBC	AT&T	CITY PHONE LONG DISTANCE	992.71
06/26/2015	PNC	118102	AUDVID	AUDIO - VIDEO DISTRIBUTORS	INKJET WHITE HUB PRINT-PS	410.20
06/26/2015	PNC	118103	AUSAUS	AUSILIO LAW GROUP	ATTORNEY FEES-CT	212.50
06/26/2015	PNC	118104	AUTMOT	AUTO MOTIVE ENHANCERS, INC	LUBE OIL FILTER-PS DIRECTOR VEHICLE	36.81
					A/C BLOWS WARM-AMBULANCE	213.72

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						250.53
06/26/2015	PNC	118105	BOA	BANK OF AMERICA	TAX AMOUNT	83.46
06/26/2015	PNC	118106	BOA	BANK OF AMERICA	TAX AMOUNTS	80.19
06/26/2015	PNC	118107	BELBEA	BELLANCE, BEATTIE & DELISLE PC	ATTORNEY FEES-CT	175.00
06/26/2015	PNC	118108	BESBUY	BEST BUY BUSINESS ADVANTAGE ACCT	COMPUTER SUPPLIES-PS	124.94
					COMPUTER SUPPLIES-DPW	179.92
					COMPUTER SUPPLIES-PS	39.98
						344.84
06/26/2015	PNC	118109	BC600	BLUE CROSS/BLUE SHIELD OF MICHIGAN	HEALTH INSURANCE-RETIREES	31,472.28
06/26/2015	PNC	118110	BC600	BLUE CROSS/BLUE SHIELD OF MICHIGAN	HEALTH INSURANCE-RETIREES	13,020.56
06/26/2015	PNC	118111	BOBSAN	BOBS SANITATION SERVICE, INC	HISTORICAL EVENT-PORTA POTTIES	70.00
06/26/2015	PNC	118112	999REC	BONNIE VENTIMIGLIA	CHARGED TWICE FOR SAME PROGRAM-REC	51.50
06/26/2015	PNC	118113	BOUTRE	BOUND TREE MEDICAL	AMBULANCE SUPPLIES-PS	298.29
06/26/2015	PNC	118114	BOWJAM	JAMES BOWDEN	ATTORNEY FEES-CT	175.00
06/26/2015	PNC	118115	BSNSPO	BSN SPORTS INC	BAT ANCHOR TOP PLATE-PKS	71.90
06/26/2015	PNC	118116	BULREC	BULLDOG RECORDS MANAGEMENT	DESTRUCTION OF BALLOTS FOR SHREDDING	37.50
06/26/2015	PNC	118117	COPSPL	C.O.P.S. HEALTH TRUST PLAN	POLC HEALTH/VISION INSURANCE	168.00
06/26/2015	PNC	118118	CELLEN	LEN CELLETTI	COURT SECURITY DUTIES	540.00
06/26/2015	PNC	118119	CHRCON	CHRISTIAN CONCRETE CUTTING INC.	CONCRETE SAWING	275.00
					CONCRETE & ASPHALT SAWING	324.75
					CONCRETE SAWING	460.20
						1,059.95
06/26/2015	PNC	118120	9999CT	CHRISTOPHER BRYANT TRAYKOVICH	OVERPAYMENT OF FINES/FEES-CT	112.00
06/26/2015	PNC	118121	CINTAS	CINTAS CORPORATION #354	FLOOR MATS/CLEANING SUPPLIES-CENTER	161.53
					FLOOR MATS/CLEANING SUPPLIES-CITY HALL	274.25
					FLOOR MATS/CLEANING SUPPLIES-SR HOUSE	112.24
					FLOOR MATS/CLEANING SUPPLIES-LIB	111.92
					FLOOR MATS/CLEANING SUPPLIES-DPW	1,175.64
					CAN LINERS-PKS	510.00
						2,345.58
06/26/2015	PNC	118122	CIVPLU	CIVICPLUS	WEBSITE SUPPORT	5,290.50
06/26/2015	PNC	118123	CLICRU	CLINTON RIVER CRUISES	RIVER CRUISE-CENTER	406.00
06/26/2015	PNC	118124	COLWOL	COLMAN-WOLF SUPPLY CO.	POLO COLORED T-SHIRTS/RAGE FOR GARAGE-DP	76.00
06/26/2015	PNC	118125	COMCAS	COMCAST	09507 743355-02-4 PHONES	102.85
06/26/2015	PNC	118126	COMSOU	COMSOURCE, INC	MOTOROLA REPAIR-PS	465.00
06/26/2015	PNC	118127	CONCEN	OCCUPATIONAL HEALTH CENTERS	NEW HIRE PHYSICAL-DPW	109.50
06/26/2015	PNC	118128	CONENG	CONSUMERS ENERGY	GAS-SR HOUSE #324	16.55
					GAS-SR HOUSE #120	25.71
						42.26
06/26/2015	PNC	118129	CONENG	CONSUMERS ENERGY	CITY GAS BILLS	754.25
06/26/2015	PNC	118130	CROLEG	CROFTON LEGAL PLLC	ATTORNEY FEES-CT	175.00
06/26/2015	PNC	118131	DALES	DALE'S LANDSCAPING SUPPLY, INC	WATER & SEWER CLEAN UP MATERIAL	3,094.00
					SOD-WATER BREAKS	269.10
					HAUL OUT FILL DIRT	1,326.00
					BULK TOPSOIL	800.00
					HAULING OUT FILL DIRT	650.00
						6,139.10
06/26/2015	PNC	118132	DTEENG	DETROIT ENERGY	CITY ELEC BILLS	39.55

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06/26/2015	PNC	118133	DIRPAP	DIRECT PAPER SUPPLY	TERMAL TOP COATED CITATION ROLL-CT	558.00
06/26/2015	PNC	118134	9999SR	DORIS HOMMEL	RETURN SECURITY DEPOSIT-SR HOUSE 318	510.00
06/26/2015	PNC	118135	DPWPET	DPW PETTY CASH	DPW PETTY CASH	157.50
06/26/2015	PNC	118136	FISGAR	FISCHER, GARON, HOYUMPA, RANCILIO	ATTORNEY FEES-CT	175.00
06/26/2015	PNC	118137	FOLMAN	FOLEY & MANSFIELD, PLLP	15987-000001 ALMEDA UNIV.	20.00
06/26/2015	PNC	118138	FROFRA	FRANK FRONTICZAK	ATTORNEY FEES-CT	75.00
06/26/2015	PNC	118139	GRANIC	GRANICUS, INC	MONTHLY MANAGED SERVICE OP/GT	697.00
					MONTHLY MANAGED SERVICE MEETING EFFICIEN	395.00
						<u>1,092.00</u>
06/26/2015	PNC	118140	GREPES	GREAT LAKES PEST CONTROL CO. INC	PEST CONTROL-DPW	50.00
					PEST CONTROL-CITY HALL	75.00
					PEST CONTROL-CENTER	50.00
					PEST CONTROL-LIB	50.00
						<u>225.00</u>
06/26/2015	PNC	118141	HDSWW	HD SUPPLY WATERWORKS, LTD	CARL BLOCK/MANHOLE BRICK/FRAME/GRATE	2,123.00
06/26/2015	PNC	118142	HILEDW	EDWARD R. HILL	ATTORNEY FEES-CT	175.00
06/26/2015	PNC	118143	HRDIR	HRDIRECT	POSTER GUARD-LIB	69.99
					POSTER GUARD-CENTER	69.99
					POSTER GUARD-CITY HALL	69.99
					POSTER GUARD-DPW	69.99
						<u>279.96</u>
06/26/2015	PNC	118144	INACOM	INACOMP	RECREATION COMPUTERS	2,337.00
					MONTHLY COPY CHARGES-CITY	1,254.38
						<u>3,591.38</u>
06/26/2015	PNC	118145	INGRAM	INGRAM LIBRARY SERVICES	BOOKS-LIB	206.07
					BOOKS-LIB	105.00
					BOOKS-LIB	91.79
					BOOKS-LIB	52.45
					BOOK-LIB	54.38
					RETURN BOOKS-LIB	(14.33)
						<u>495.36</u>
06/26/2015	PNC	118146	IRS	INTERNAL REVENUE SERVICE	MARCH 31, 2015 TAX PERIOD-38-6007219	1,754.16
06/26/2015	PNC	118147	JACMAR	MARY JAGANJAC	MILEAGE/OFFICE SUPPLIES-FIN	68.56
06/26/2015	PNC	118148	999REC	JAMIE BAKER	CANCELTION OF SPORT AUTHORITY-REC	90.00
06/26/2015	PNC	118149	JANGAR	GARY D. JANADIA	ATTORNEY FEES-CT	75.00
06/26/2015	PNC	118150	999REC	JODY KREGER	CANCELTION OF SPORTS AUTHORITY-REC	50.00
06/26/2015	PNC	118151	JOHNTT	JOHNSON THERMOL TEMP INC	LIBRARY ROOFTOP REPAIRS	1,515.00
					COURT OFFIC HIGH HUMIDITY-DAMPER CLOSED	412.50
					DPW LEAK	225.00
						<u>2,152.50</u>
06/26/2015	PNC	118152	9999CT	KAREEMA KAREISHA-NOEL ALLISON	OVERPAYMENT OF FINES/FEES-CT	107.00
06/26/2015	PNC	118153	999REC	KIMBERLY DEMARIA	CANCELTION OF SPORTS AUTHORITY-REC	95.00
06/26/2015	PNC	118154	KINMAR	MARK KING	HEALTH CARE REIMBURSEMENT BENEFIT	225.00
06/26/2015	PNC	118155	KINMEL	MELISSA M. KING, P.C.	MAGISTRATE & ADMIN DUTIES-CT	1,500.00
06/26/2015	PNC	118156	KONICA	KONICA MINOLTA BUSINESS SOLUTIONS	COPY CHARGES-DPW	1.85

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					COPY CHARGES-CT	45.18
						47.03
06/26/2015	PNC	118157	LEBRO	LEBRO CHEMICAL COMPANY	WASP SPRAY/CLEANING SUPPLIES-CITY HALL	446.80
					DISINFECTANT/MOSQUITO REPELLENT-PKS	376.85
					MASQUITO LARVACIDE/VETO BAC G-PKS	527.45
						1,351.10
06/26/2015	PNC	118158	LEGSHI	LEGALSHIELD	EMPLOYEE PAID LEGAL AID	102.60
06/26/2015	PNC	118159	LESTIR	LESLIE TIRE	TIRES-JEEP SIU/LIGT-BLDG/1 SPARE TIRE	1,213.08
06/26/2015	PNC	118160	LICMAT	MATTHEW A. LICATA	ATTORNEY FEES-CT	175.00
06/26/2015	PNC	118161	MCC	MACOMB COMMUNITY COLLEGE	ADV POLICE TRAINING	400.00
06/26/2015	PNC	118162	MCROAD	MACOMB COUNTY DEPARTMENT OF ROADS	TRAFFIC SIGNAL MAINTENANCE	921.67
06/26/2015	PNC	118163	MCPWK	MACOMB COUNTY TREASURER	IWC CHARGES	12,610.80
06/26/2015	PNC	118164	MCTRS	MACOMB COUNTY TREASURER	11-31-211-046 2011,12,13 TAXES	9.86
06/26/2015	PNC	118165	MCTRS	MACOMB COUNTY TREASURER	CHARGE BACKS	63.85
06/26/2015	PNC	118166	MACMEC	MACOMB MECHANICAL, INC	CLOGGED ROOF DRAIN-CENTER	360.00
					REPAIR LEAK-31218 GROVE	1,011.50
						1,371.50
06/26/2015	PNC	118167	999REC	MARC BOSCHI	REFUND OF PAVILION -REC	55.00
06/26/2015	PNC	118168	999REC	MARY BETH LEMMON	CANCELOTION OF SPORTS AUTHORITY-REC	50.00
06/26/2015	PNC	118169	MIDEQ	STATE OF MICHIGAN-DEQ	WATER TESTING	350.00
06/26/2015	PNC	118170	MUNIDE	MUNIDEALS.COM	2015 GENERAL OBLIGATION UNLIMITED TAX BO	3,500.00
06/26/2015	PNC	118171	9999BB	N.C. DESIGNERS & CONTRACTING, INC	BOND RETURN PERMIT 14-048	1,000.00
06/26/2015	PNC	118172	NANJAC	JACQUELINE G. NANNI	ATTORNEY FEES-CT	175.00
06/26/2015	PNC	118173	OFFMAX	OFFICEMAX INCORPORATED	OFFICE SUPPLIES	57.18
06/26/2015	PNC	118174	OMAROB	ROBIN OMAN	POSTAGE FOR FROM L-4154 SENT TO THE STC	19.15
06/26/2015	PNC	118175	OSCLAR	OSCAR W. LARSON CO.	RENTALS-DPW	170.00
06/26/2015	PNC	118176	PLAMOR	PLANTE MORAN	PROFESSIONAL SERVICES RENDERED-FINANCE	7,727.50
06/26/2015	PNC	118177	PRISYS	PRINTING SYSTEMS, INC	QVF MASTER CARDS-CLERK	60.90
06/26/2015	PNC	118178	RANJEF	JEFFREY J. RANDA	ATTORNEY FEES-CT	275.00
06/26/2015	PNC	118179	RAYELE	RAY ELECTRIC	SPOOL-WTR DPT	134.06
06/26/2015	PNC	118180	RECPET	RECREATION PETTY CASH	PROGRAM MATERIALS-REC	302.08
06/26/2015	PNC	118181	ROCENT	ROCKET ENTERPRISE INC	NYLON FLAGS-CITY	378.20
06/26/2015	PNC	118182	9999BB	ROCKFORD CONSTRUCTION CO.	BOND RETURN PERMIT 15-046	1,000.00
06/26/2015	PNC	118183	S&SWOR	S&S WORLDWIDE, INC	PROGRAM SUPPLIES-REC	477.11
06/26/2015	PNC	118184	SCHBRI	BRIAN J. SCHAF	ATTORNEY FEES-CT	200.00
06/26/2015	PNC	118185	SCHOLA	SCHOLASTIC INC.	BOOKS-LIB	103.50
06/26/2015	PNC	118186	999REC	SHANNON DESCHAMPS	CANCELOTION FOR TINY TENNIS-AARON-REC	50.00
06/26/2015	PNC	118187	SOUMED	SOURCEMEDIA, LLC	BOND BUYER-LEGAL AD	1,705.00
06/26/2015	PNC	118188	SPEEDC	SPEED CLEAN SERVICE	CLEANING OF PARK RESTROOMS	160.00
					JANITORIAL COVERAGE FOR PS 6/8, 6/9, 6/1	360.00
					PARK RESTROOM CLEANING	160.00
					RESTROOM CLEANINGS-PKS	160.00
						840.00
06/26/2015	PNC	118189	SPEOIL	SPENCER OIL COMPANY	UNLEADED FUEL	5,014.56
					DIESEL FUEL	1,120.54
						6,135.10
06/26/2015	PNC	118190	999REC	STACY SUTHERLAND	CANCELED LITTLE KICKERS-REC	60.00
06/26/2015	PNC	118191	STAPOO	STANDARD & POOR'S	ANALYTICAL SERVICES	12,750.00
06/26/2015	PNC	118192	STAPLE	STAPLES CREDIT PLAN	OFFICE SUPPLIES-BLDG	153.09
06/26/2015	PNC	118193	STRTHO	THOMAS STRAUCH	ATTORNEY FEES-CT	150.00

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PNC TOTALS:

1,176,491.84

300.00

1,176,191.84

Fraser Historical Commission

Minutes
Monday, May 4, 2015

Present: Harry Hodgson; Nancy Ehrke; Donald Coveny; Bob Buffa; Linda Champion; Lori Bargowski; Marilyn Wright; Joe Chimenti; Vince Calabrese; Dee Laramie; Betty Slominski; Dori Guoin; & Lorena McDowell, liaison.

Absent: Lorraine Fradle, Society President &

1. Call to order at 7:06 p.m. by Marilyn.
2. Pledge to Flag
3. Approve Agenda: Dee made the motion, seconded by Don, to approve the agenda. Motion carried.
4. Approve Minutes: On a motion made by Nancy, seconded by Lori, minutes were approved.
5. Liaison report: Lorena had nothing to report.
- 6a) Builders Corp Report: Joe said a work order form has been mocked up & is just awaiting approval by the others. He still hasn't gotten a window tinting quote, but should have one by tomorrow or next week. June 30th is the end of the city budget for the year, & Marilyn wants to spend that money within the next 2 weeks.
- 7a) 140th Anniversary: Linda gave a report on the sub-committee's progress from last month. She also asked the Commission if it would approve another \$500 to tide it through the end. The Historical Society will be asked for this sum. Vince & Janet had magnets made, gratis for us, to see for \$1 or \$1.50 donation. The banner he had rendered is ready & ready to be flown with our new U.S. flag during the June 13th event. It will be hung with rings (& is 2-sided). Vince will get the pole key from BJ. He also wanted us to print a few pink tee-shirts to sell along with our beige ones. We all agreed it would be a good idea. Having pink, along w/other colors, could enhance sales.
- 7b) Vintage Map: Vince checked on the grant Marilyn gave him. We don't qualify. He has taken pictures of the map & sent them to Studio 451 & is awaiting a reply.
- 7c) Dinner Show: Lori & Vince will check prices at Zucarro's for our next meeting.
- 7d) Basement Door: Per Michelle, leave the basement door OPEN. Lori will make a sign to remind Commissioners to do so when locking up the House.
- 7e) Historical House Designee Markers: (Agenda Item added on a motion from Vince, seconded by Nancy, & approved by the body). Dori spoke on her research into doing this in Fraser. Many County records are lost or are in other holding areas due to its rearrangement of County Departments. Perhaps we can look into doing this in 2016,
8. New Business: Barn Sale: Nothing will be on sale until the Market Day. Lorena will ask the DPW for a new lock & key for the Barn. Marilyn passed around a sign-up sheet.
9. Commissioners' Reports: ☐ Marilyn said the furnace bill was reversed. There are not enough people at the Open Houses to conduct tours. At our April Open House, we made: Barn, \$80; Jewelry, \$141.50; Museum, \$2; & Gift Store, \$23, for a total of \$246.50. In May, the stats are: Society, \$23; Museum, \$40.50; Jewelry, \$108.01; Donations, \$7.86; Bricks, \$40.25; & Betty received a donation for the Garden of \$250, for a grand total of \$469.62. The Chesterfield Historical Society has a Wednesday, May 6, event from 5:30-7:30. Bob sent us a thank you card for his birthday cake. ☐ Betty & Gardeners have worked 2 Saturdays in the Garden, but still have a long way to go to make it presentable. They have 6-8 bags of debris to take out to the street tonight. She plans to buy a cart w/the \$250 donation. It was decided to keep the wheelbarrow. ☐ Lori reminded all of us that the Society meets Wednesday, May 13, at 7 p.m. at the Depot. ☐ Linda check the By-Laws as requested. There is no longer a mention of the former "Member-at-Large" position. ☐ Harry painted the refurbished desk. ☐ Nancy did a good job staining the old school desk & selling items on eBay, etc. She ordered 100 more copies of Fraser, & they have been received. ☐ Dori said that the "Member-at-Large" was not changed by Sherry Schmidli & was instrumented by Mayor Lane.
10. Adjourned at 8:17 p.m. on a motion made by Linda, seconded by Lori.

Next meeting: *Monday, June 1, 2015, 7 p.m.*

Respectfully submitted,

Linda S. Champion, Recording Secretary
LSC:5/30/15;Updated6/1/15

Fraser Public Library Board

Minutes of Monday, March 9, 2015

Meeting convened: 12:56 p.m. by Nancy.

Attendance: Lorena McDowell, Director; Nancy Ehrke; Linda Champion; Tina Bullis; & Dee Laramie; & Bill Kelley.

Agenda approval: Linda made the motion, seconded by Dee, to approve agenda. Motion carried.

Approval of minutes: A motion was made by Dee, seconded by Bill, to approve the minutes. Carried.

Secretary's Report: Nothing to report.

Treasurer's Report: Lorena distributed the January fund report. We are at 59% of our budget, per Dee, & within our guidelines for being on track. Report was received & filed.

Chairperson's Report: Nancy had questions. Are there still story times for children? Yes. A new 2-year resident using ENUFF didn't know where the Library was, so Nancy informed her. Lorena said that Library information is in the City's "Welcome Package," but it wasn't updated until just recently, so this resident may not have received it.

Director's Report

Lorena McDowell reported on the following items: ♦**Fund Reports:** Discussed earlier. ♦**Shelving/Patron Library Furniture – Library Design Proposal:** Lorena showed the Board Library Design's blueprint for redesigning our space. To replace faulty problems, it would cost us \$11,000 for 7 wall shelves & 3 double sided shelves. The City Management is going to try & get us money to replace our current breaking shelves. The total cost would be \$113,000 to redo the whole half of the Library, from the entryway to the Youth Area (not wood) or \$131,000 with all wood & all the "extras." This is a preliminary quote (inflated because Library Design included all the "bells & whistles" in it) & would probably be far less than this estimate as Lorena said we don't need everything it included. There were 2 options for the Youth Area: a) With wood, \$9,000—shelves only (no tables or booths) & b) With metal & non-wooden ends. The Board agreed that is was a good plan. ♦**Budget:** The City has a revenue shortfall of \$800,000. Lorena was told to look at staffing & to cut back on ordering. Fraser has a book budget of \$28,000, about half of what Mt. Clemens has which is a comparable city comparison. She has been focused more on staffing cuts, as the books need to be ordered for people seeking new materials. ♦**Mission/Vision Statement:** Lorena looked, but couldn't find, our Library's Mission &/or Vision Statements, so distributed a draft she wrote for both. The Board was sure the Library had a Mission Statement, & Bill Kelly was sure he could find it in his wife's computer as she had been on the Board for years. He will send it to Lorena once he locates it. Many grant applications require a Mission or Vision Statement before a grant can be submitted. ♦ **2015 Annual Picnic & Parade:** The theme is "Taking a Drive Through History." We discussed possibilities for the Library's involvement. Having an antique car was one thought. ♦**Other Business:** Programs: Some Teen programs will be ended, others are doing well. Saturday, May 16, is the date for the "Spring Fling," with the Book Sale running concurrently with that date.

There is currently a Library Survey asking patrons for their input. Nancy prepared a Friends' list of programs that were supported by its funds.

January Statistics: Reference, 1,281; Computer/Internet, 892; Wireless Users, 1,448; Door, 4,152; Circulation Desk, 1,935; (Holds to another library, 1,631; Holds from another library, 1,896); New Users, 38; Materials Circulation, 5,379 (255 ebooks); Internet Fee/Lost Card, \$54.; Fax, \$75.; Zinio, 35; Freegal, 22; MelCat, (Sent 114, Received 25; Returned 135); Unique (Cash \$20, Waived, \$5; Material, \$22.99); Acquisitions 120 (Adult, 74; Juvenile, 5; BCDs, 0; CDs, 25; DVDs, 16); Deselected, 467 (Adult, 422, Juvenile, 45, DVDs, 3).

February Statistics: Unavailable until our next meeting in May.

Old Business: The 2014 50th anniversary Library bookmarks will be placed at the Circulation Desk for sale for \$1.00 each.

New Business: Tina asked about the non-Fraser student Library card. We can charge anything we want for a card.

Audience Participation: None.

Adjournment: At 1:40 p.m.

Next Meeting: *Monday, [May 11, 1:00 p.m.](#), at the Library*

Respectfully submitted,

Linda S. Champion, Secretary
LSC:3/14/15—Happy Pi Day!;Updated5/30/15

Happy Chinese New Year's – The Year of the Sheep!



Fraser Public Library Board

Minutes of Monday, May 18, 2015

Meeting convened: 1:07 p.m. by Nancy.

Attendance: Lorena McDowell, Director; Nancy Ehrke; Linda Champion; & Tina Bullis.

Absent: Dee Laramie & Bill Kelley.

Agenda approval: Since there was no quorum, no official business could be conducted.

Approval of minutes: Ditto.

Secretary's Report: Linda apologized for not emailing the minutes from the last meeting. She will email them when she emails these new minutes.

Treasurer's Report: Lorena reported that there is, once again, no fund report.

Chairperson's Report: Nancy had nothing to report. Linda asked if the Friends "Spring Fling" was successful. Although nothing official at this point, she felt the Friends had done well.

Director's Report

Lorena McDowell reported on the following items: ♦**Fund Reports:** Discussed earlier. ♦**2015-16 Budget:** Lorena added details. The Budget has not been finalized by the City. Currently, there is a bit more in the Book Budget & in Membership. There is about \$5,000 more. The Library would have about \$377,000 if we had a mil (which would be more than current), but we would be taxed an administrative tax of 10%. ♦**Staffing – Librarians:** One librarian resigned. Lorena would like to hire another one, but not necessarily a substitute. Rosemary has cut her days from 4 to 2 & doesn't always make it in on those 2. Jennifer has been given a permanent shift. The 3 Board Members present were supportive of trying to get some permanent part-time librarians with a few benefits to avoid scheduling problems & to give them more of an incentive to come to work ♦**Newsletter, Upcoming Programs, Copy Machines:** The fax machine died, but the City purchased new copier/fax machines. We have a monthly lease on them, but that lease includes toner. We can buy them after 3 years. The Library is now offering scanning services at 50 cent/page or a \$1.00 if document has to be manipulated by the Staff. Lorena also went over some of the new Library programs. (Flyers are out in Library) ♦**Mission/Vision Statement:** Lorena showed us what she had drafted, but without Bill at this meeting, who was going to look into his wife's past Library Board files to see if the Library already had these documents, we couldn't proceed. Linda took the new wording & said she'd email it to everyone to get their approval. Lorena can't move in writing & submitting grants without these 2 declarations. ♦**Nonfiction & Discards:** This process has begun & the NF is really bad! Staff has started in the Children's Room, will be continuing into the Adult Area. ♦ **2015 Annual Picnic & Parade:** Tina has been working on this. She wrote a letter to Mrs. Nagy at Fraser Schools & is awaiting a reply. The theme is "Fraser on the Move." ♦**Video Rentals:** Our new videos are not going out as often. Lorena would like to offer them at a lower rental fee. The Board members present felt that was a reasonable idea, but could not proceed to action. Linda asked Lorena to draft a new rental policy with the updated fees so we could vote at our June meeting.

February Statistics: Reference, 1,331; Internet, 782; **Wireless Users**, 1,374; **Door**, 4,143; **Circulation Desk**, 1,856; **Holds to another library**, 1,570; **Holds from another library**, 1,778; **New Users**, 37; **Materials Circulation**, 5,378 (246 ebooks); **Internet/Lost Card Fees**, \$40.; **Fax**, \$48.; **Zinio**, 23; **Freegal**, 43; **MelCat**, (Sent 91, Received 20; Returned 114); **Unique** (Cash \$116.95, Waived, \$50; Material, \$220.71); **Acquisitions** 189 (Adult, 84; Juvenile, 57; BCDs, 5; CDs, 19; DVDs, 24); **Deselected**, 439 (Adult, 297, Juvenile, 142).

March Statistics: Reference, 1,355; Internet, 998; **Wireless users**, 1,845; **Door**, 5,234; **Circulation Desk**, 1,973; **Holds to another library**, 1,925; **Holds from another library**, 2,251; **New users**, 60; **Materials Circulation**, 6,692 (255 ebooks); **Zinio**, 26; **Freegal**, 57; **MelCat** (Sent 104, Received 19, Returned 145); **Internet/Lost card fees**, \$68.50, **Fax** \$32, **Unique** (Cash \$75.84, Waived \$10, Materials \$26.94); **Acquisitions**, 243 (Adult 161, Juvenile 73, BCDs 1, CDs 7, DVDs 1); **Deselected**, 542 (Adult 81, Juvenile 460).

April Statistics: Reference, 1,124; Internet, 940; **Wireless users**, 1,733; **Door**, 4,378; **Circulation desk**, 1,744; **Holds to another library**, 1,874; **Holds from another library**, 2,080; **New users**, 39; **Materials Circulation**, 5,715 (235 ebooks); **Zinio** 5; **Freegal**, 12; **MelCat** (Sent 75, Received 64, Returned 132); **Internet/Lost card fees**: \$56, **Fax** \$104, **Unique** (Cash \$154, Waived \$5, Materials \$29.95); **Acquisitions**: 250 (Adult 73, Juvenile 128, BCDs 7, CDs 28, DVDs 14); **Deselected**: 1,205 (Adult 15, Juvenile 1,190).

Old Business: None.

New Business: Linda wondered, since we met a week later this time, if we could also meet one week later in June. This would allow a longer time between our meetings & since we won't meet again after June until September, this might make more sense. All present seem to agree. Linda will send a special note to all for their approval BEFORE that June meeting. Currently we are set to meet June 8; this change would move it from that date to June 15. Time & location will remain the same.

Audience Participation: None.

Adjournment: At 2:12 p.m.

Next Meeting: Monday, **June 8, 1:00 p.m., at the Library.**

Respectfully submitted,

Linda S. Champion, Secretary
LSC:5/25/15



Fraser Parks & Recreation Commission
Minutes of the Regular Meeting
Tuesday, May 12th, 2015
Fraser Municipal Building

A regular meeting of the Fraser Parks and Recreation Commission was conducted on the above date at the Fraser Municipal Building, located at 33000 Garfield Road, Fraser, and County of Macomb, Michigan.

Present:, Vice Chairperson Linda Stonebreaker, Secretary Sarah Kelley,, Sherry Stein, Gloria Buffa,, Buddies Representative Shannon McCalley

Absent: Chairperson Chris Meller, Commissioner Michael Lesich and Jerry Brown

Also Present: Christina Woods, Recreation Director
Leah Brown, Recording Secretary

1. Call Meeting to Order

Vice Chair Linda Stonebreaker called meeting to order at 7:05 pm.

2. Pledge of Allegiance

3. Approval of Agenda

COMMISSIONER STEIN MOVED, SECONDED BY COMMISSIONER BUFFA TO
**APPROVE THE RECREATION COMMISSION REGULAR MEETING AGENDA
FOR MAY 12, 2015.**

Motion carried unanimously.

4. Approval of Minutes

COMMISSIONER KELLEY MOVED, SECONDED BY COMMISSIONER STEIN TO
**APPROVE THE MINUTES OF THE RECREATION COMMISSION REGULAR
MEETING OF APRIL 14TH 2015.**

Motion carried unanimously.

5. Old Business

A. Fraser First Booster Club

Vania:

Faurecia - \$5000 scholarship approved.

Working to figure out what playground pieces to put in by September.

They are waiting for the ground to support the weight of the equipment before they start building.

May 15th the grant writer will be in the process of grant writing.

B. City Picnic and Parade Planning

Christina:

The Lion's Club wants to go within the park so people can take beer outside of the beer tent.

We have about 10 participants so far for the parade.

We still have donations coming in. At this moment we have about \$400

Reduced price for food vendors.

C. Teddy Bear Picnic and Park Clean-Up Recap

Director Woods stated that the Teddy Bear Picnic was a new program, and it was an inexpensive event to host and inexpensive for families. It was a successful and popular event.

There was a good turn-out for Park Clean Up Day. Volunteers picked up about 15 bags of trash/leaves and also raked mulch. We would like to paint the merry-go-round soon. Also, Fort Fraser needs some work and the Recreation Department would like to see a new painted mural.

6. Updates on McKinley Barrier Free Park

Vania – combined with Old Business A.

7. New Business

A. Upcoming events and programs

Director Woods stated that summer program registration is underway. T-Ball, Coach Pitch, and Playgrounds have very good participation. Patrons can take all five of the summer fieldtrips for \$85 per resident and \$100 for non-residents.

The Summer Camp Out & Water Fight are both new programs created for this summer.

8. Report from Buddies Representative

Buddies Representative Shannon McCalley stated that at the Buddies meeting for May 13th they will be making a special surprise for mom for Mother's Day and on June 10th they will be making something special for dad for Father's Day.

9. Citizen Participation

Vania Apps – Fraser First Booster Club stated that there will be a fundraiser at Dairy Maid Wednesday, June 17th from 5-8pm

Gudrun Goetz questioned if Somerset Park play equipment could be painted.

Director Woods stated that she would like to have many of the playgrounds painted.

10. Report from Recreation Director

Director Woods stated that there is currently a new Finance Director. We are doing a good job staying within the budget. It was also mentioned that the Activity Center has a new computerized receipting system. Our budget is also looking good for this year.

Leah is leaving the Recreation Department for a full time position within the Building Department.

Summer staff interviews are currently going on. There are many applicants.

We have an AAC Basketball program going on and there is also a new pre-school teacher. She is interested in many kinds of young childhood learning. She starts in the fall.

Pavilion rentals are doing well! Fort Fraser is almost completely booked for the summer.

Mom and Son Bowling was a big success! Approximately 30 people or so were in attendance.

Due to low participation the Tuesday night adult softball league was cancelled. As well as the Wednesday night kickball league for the same reason.

11. Commission Members with Concerns

Sarah Kelley:

Will the firefighters help out with the water fight?

Christina:

In the process of getting it together.

Sarah Kelley:

Do you have to stay the night at the Summer Camp Out or can you just come for the bon fire?

Christina:

If patrons have not registered or paid for the event they may not participate in any part of the Summer Camp Out.

Fraser Parks & Recreation Commission
Minutes of the Regular Meeting
Tuesday, May 12th, 2015
Fraser Municipal Building

12. Adjournment

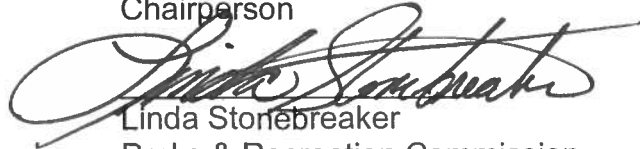
KELLEY MOVED, SECONDED BY STEIN TO ADJOURN THE RECREATION
COMMISSION MEETING OF MAY 12TH 2015 AT 7:35 P.M.

Motion carried unanimously.

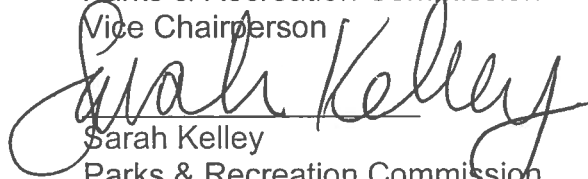
Respectfully Submitted,



Chris Meller
Parks & Recreation Commission
Chairperson



Linda Stonebreaker
Parks & Recreation Commission
Vice Chairperson



Sarah Kelley
Parks & Recreation Commission
Secretary



Christina Woods
Parks & Recreation Director

MOTION MADE BY:_____

MOTION SECONDED BY:_____

TO ADOPT AN ORDINANCE AMENDING AND REVISING IN THE CODE OF ORDINANCES CHAPTER 32 ZONING ADDING UNDER SECTION 32-134(1) SUBPARAGRAPH J PERMITTING THE INDOOR STORAGE AND INDOOR SALE OF CLASSIC AUTOMOBILES, PROVIDING FOR DEFINITION, REGULATIONS, REPEALER, SEVERABILITY, PENALTIES AND EFFECTIVE DATE.

CITY OF FRASER
MACOMB COUNTY, MICHIGAN

ORDINANCE NO. _____

THE CITY OF FRASER ORDAINS:

Section 1. Purpose.

The City of Fraser Code of Ordinances, Zoning Ordinance, is amended and revised to provide for the storage and sale indoors only, of classic cars as an exclusive use of a completely enclosed building within the community business zoning district in order to preserve, protect and promote public health, safety and welfare, to promote and preserve the safe occupancy and property values of surrounding parcels, to provide for orderly and safe pedestrian and vehicular traffic upon both private parcels and surrounding public rights of way and to preserve and protect the character and nature of surrounding development and other uses within the community business district.

Section 2. Section 32-134 of the Code of Ordinances of the City of Fraser Zoning Ordinance is hereby amended adding under Section 32-134(1) Permitted Uses, Section J to read as follows:

- J. The indoor storage and indoor sale only, of classic cars which are defined to mean motor vehicles subject to registration as historic vehicles in the State of Michigan through the Secretary of State and other passenger automobiles whose production numbers for any make, model and year were less than 15,000, are permitted provided such storage and sale are the exclusive use of the subject premises and occur within a completely enclosed building. No display, parking, or storage externally of any such vehicles or other outdoor storage shall occur.

Section 3. Repealer. All ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and affect.

Section 4. Severability. If any article, section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of remaining portions of this ordinance, it being the intent of the city that this ordinance shall be fully severable.

Section 4. Effective Date. This zoning ordinance shall become effective upon publication following adoption, not early than ten (10) days after enactment.

Section 5. Penalty. Any violation of this ordinance shall be subject to the general penalty for violation of the Code provisions as a misdemeanor.

ORDINANCE ADOPTED.

AYES:
NAYS:
ABSENT:

Doug Hagerty, Mayor

Attested:

Kelly Dolland, City Clerk

CERTIFICATION

I KELLY DOLLAND, City Clerk for the City of Fraser, County of Macomb, State of Michigan, certify that this is a true copy of ordinance no. ____adopted by the Council of the City of Fraser assembled in a regular session on_____ 2015.

Kelly Dolland, City Clerk

Planning Commission:
City Council:

PUBLICATION DATE:

Macomb Daily, _____, 2015.

CITY OF FRASER WRITTEN PUBLIC SUMMARY OF FOIA PROCEDURES & GUIDELINES

Consistent with Public Act 563 of 2014 amending the Michigan Freedom of Information Act (FOIA), the following is the City of Fraser Written Public Summary of its FOIA Procedures and Guidelines

1. How do I submit a FOIA request to the City of Fraser?

- o Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the City of Fraser must be submitted in writing.
- o A request must sufficiently describe a public record so as to enable the City to find it.
- o No specific form to submit a written request is required. However a FOIA Request form for your use and convenience is available on the City's website at www.FraserCity.org
- o Written requests can be made in person by delivery to any City office in person or by mail.
- o Requests can also be made by facsimile by calling 269-337-8922 for non-Public Safety records and 269-552-3193 for Public Safety records.
- o A request may also be submitted by e-mail. To ensure a prompt response, e-mail requests should contain the term "FOIA" or "FOIA Request" in the subject line and be sent to cokattorney@kalamzoocity.org

Note: If you are serving a sentence of imprisonment in a local, state or federal correctional facility you are not entitled to submit a request for a public record.

2. What kind of response can I expect to my request?

- o Within 5 business days of receipt of a FOIA request the City will issue a response. If a request is received by facsimile or e-mail the request is deemed to have been received on the following business day. The City will respond to your request in one of the following ways:
 - Grant the request.
 - Issue a written notice denying the request.
 - Grant the request in part and issue a written notice denying in part the request.
 - Issue a notice indicating that due to the nature of the request the City needs an additional 10 business days to respond.
 - Issue a written notice indicating that the public record requested is available at no charge on the City's website.
- o If the request is granted, or granted in part, the City will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available. If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, the City will require a deposit before processing the request.

3. What are the City's fee deposit requirements?

- If the City has made a good faith calculation that the total fee for processing the request exceeds \$50.00, the City will require that you provide a deposit in the amount of 50% of the total estimated fee. When the City requests the deposit it will provide you a non-binding best efforts estimate of how long it will take to process the request following receipt by the City of your deposit.
- If the City receives a request from a person who has not paid the City for copies of public records made in fulfillment of a previously granted written request, the City will require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when all of the following conditions exist:
 - the final fee for the prior written request is not more than 105% of the estimated fee;
 - the public records made available contained the information sought in the prior written request and remain in the City's possession;
 - the public records were made available to the individual, subject to payment, within the time frame estimated by the City to provide the records;
 - 90 days have passed since the City notified the individual in writing that the public records were available for pickup or mailing;
 - the individual is unable to show proof of prior payment to the City; and
 - the City has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- The City will not require the 100% estimated fee deposit if any of the following apply:
 - the person making the request is able to show proof of prior payment in full to the City;
 - the City is subsequently paid in full for all applicable prior written requests; or
 - 365 days have passed since the person made the request for which full payment was not remitted to the City.

4. How does the City calculate FOIA processing fees?

- A fee will not be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the City because of the nature of the request in the particular instance, and the City specifically identifies the nature of the unreasonably high costs.

- o The Michigan FOIA statute permits the City to assess and collect a fee for six designated processing components. The City may charge for the following costs associated with processing a request:
 - Labor costs associated with searching for, locating and examining a requested public record.
 - Labor costs associated with a review of a record to separate and delete information exempt from disclosure of information which is disclosed.
 - The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media.
 - The cost of duplication or publication, not including labor, of paper copies of public records.
 - Labor costs associated with duplication or publication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
 - The cost to mail or send a public record to a requestor.
- o Labor Costs
 - Labor costs for searching, locating and examining a requested public record and labor costs for the review of a record to separate and delete information exempt from disclosure from information which is disclosed is estimated and charged in 15 minute increments with all partial time increments rounded down.
 - Labor costs for the duplication or publication, including making paper copies, making digital copies or transferring digital public records to non-paper physical media or through the Internet or other electronic means when asked for by the requestor, will be charged in 6 minute increments, with all partial time increments rounded down.
 - Labor costs will be charged at the hourly wage of the lowest-paid City employee capable of doing the work in the specific fee category, regardless of who actually performs work.
 - Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.
- o Non-paper Physical Media
 - The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.

- This cost will only be assessed if the City has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- o Paper Copies
 - Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets will reflect the actual cost of reproduction.
 - The City may provide records using double-sided printing, if cost-saving and available.
- o Mailing Costs
 - The cost to mail public records will use a reasonably economical and justified means.
 - The City may charge for the least expensive form of postal delivery confirmation.
 - No cost will be made for expedited shipping or insurance unless requested.

5. How do I qualify for a reduction of the processing fees?

- o The City may waive or reduce the fee associated with a request when City determines that to do so is in the public interest because release of the information is considered as primarily benefitting the general public.
- o The City will waive the first \$20.00 of the processing fee for a request if you submit an affidavit stating that you are:
 - indigent and receiving specific public assistance; or
 - if not receiving public assistance, stating facts demonstrating an inability to pay because of indigency.
- o You are not eligible to receive the \$20.00 waiver if you:
 - have previously received discounted copies of public records from the City twice during the calendar year; or
 - are requesting information on behalf of other persons who are offering or providing payment to you to make the request.
- o An affidavit is sworn statement. For your convenience the City has provided an Affidavit of Indigency form for the waiver of FOIA fees on its website.

- o The City will waive the first \$20.00 of the processing fee for an nonprofit organization which meets all of the following conditions:
 - the organization is designated by the State under federal law to carry out activities under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act;
 - the request is made directly on behalf of the organization or its clients;
 - the request is made for a reason wholly consistent with the provisions of federal law under Section 931 of the Mental Health Code; and
 - the request is accompanied by documentation of the organization's designation by the State

6. How may I challenge the denial of a public record or an excessive fee?

o Appeal of a Denial of a Public Record

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may file an appeal of the denial with the Office of the City Manager through the City Clerk or City Attorney. The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons you are seeking a reversal of the denial.

Within 10 business days of receiving the appeal the City Manager will respond in writing by:

- reversing the disclosure denial;
- upholding the disclosure denial; or
- reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not you submitted an appeal of a denial to the City Manager, you may file a civil action in Fraser County Circuit Court within 180 days after the City's final determination to deny your request. Should you prevail in the civil action the court will award you reasonable attorneys' fees, costs and disbursements. If the court determines that the City acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1000.00

o Appeal of an Excessive FOIA Processing Fee

If you believe that the fee charged by the City to process your FOIA request exceeds the amount permitted by state law, you must first submit a written appeal for a fee reduction to the Office of the City Manager through the City Clerk or City Attorney. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted.

Within 10 business days after receiving the appeal, the City Manager will respond in writing by:

- waiving the fee;

- reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Mayor will respond to the written appeal.

Within 45 days after receiving notice of the City Manager's determination of the processing fee appeal, you may commence a civil action in Fraser County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements. If the court determines that the City acted arbitrarily and capriciously by charging an excessive fee, court may also award you punitive damages in the amount of \$500.00.

Need more details or information?

This is only a summary of the City of Fraser's FOIA Procedures and Guidelines. For more details and information, copies of the City of Fraser's FOIA Procedures and Guidelines are available at no charge at any City office and on the City's website, www.micityoffraser.com.

SCHEDULE OF FEES

SERVICE

COST TO CITIZEN

Labor cost for search, examination review, and deletion and separation exempt from nonexempt information (if applicable).

Hourly wage, plus fringe benefits of the lowest paid public employee capable of retrieving the information necessary to comply with the request as determined by FOIA Coordinator (charged in 15 minute increments rounded to the next lowest increment. If contract labor is used for separating exempt from non-exempt the cost of contract labor will be charged at a rate not to exceed 6 times the state minimum wage rate, or less, whichever is the actual cost incurred.

Labor cost for mailing, necessary duplication for inspection, or for copying of the public record(s)

Same as above

Mailing costs

Actual cost

Photocopying

10 cents per page

Deposits

One-half the cost of estimates over \$50.00

In all instances, money must be received before copies are delivered or before searching and reviewing commences if a deposit is required.

The actual cost of non-paper physical digital media required to respond to requests and other specialized items shall additionally be charged where applicable.

APPENDIX C

FREEDOM OF INFORMATION ACT WORKSHEET FOR FUTURE ISSUANCES

Under Section 4 of the City of Fraser's Freedom of Information Policy, a person can request that a public record, which is regularly published, be sent to them or for pick up of the public record for a period of time, not to exceed six months, unless extended. The FOIA Coordinator must sign the request form to confirm that the public record is one regularly published in order for this worksheet to be validated.

The City requires that an escrow deposit of \$50.00 be paid when this request is made to the FOIA Coordinator. The City will charge against that escrow deposit for the costs of copying and postage as outlined under Section 4 of the FOIA Policy. An account sheet of the number of copies and costs for mailing will be maintained by the FOIA Coordinator. If the escrow deposit is reduced to \$5.00 or less prior to the expiration of the term of the FOIA request, the FOIA Coordinator will contact the person for an additional deposit or termination of the request.

I, _____, have read and agree to the terms listed above.

Public record(s) requested:

Period of request (not to exceed six months):

I request that the record(s) be:

_____ Sent to me at: _____

OR

_____ Pick up: Phone: _____

Signature: _____ Date: _____

I confirm that the public record(s) requested above are regularly published by the City of Fraser. The City has received the escrow deposit of \$50.00 and agrees to provide copies of the public record(s) as requested for the period listed above or until the request is terminated due to lack of escrow funds for copying and postage charge as described above.

Signature of FOIA

Coordinator: _____

APPENDIX D

AFFIDAVIT OF INDIGENCE

Personal History

Name_____

Address:_____City_____

State_____ Telephone No._____ Age_____

Marital

Status_____Single_____Married_____Divorced_____Separated_____Widowed

Number of Dependents_____ Ages of Dependents_____

Student?_____Where_____FT____PT_____

Employment History

Present Employer_____ Date of Hire_____

Address_____

-or-

Most Recent Employer_____ Date Terminated_____

Address_____ Reason_____

Income and Expenses (Monthly)

Your Monthly Income (including child support and/or alimony)_____

Your Spouse=s Monthly

Income_____

Your Monthly Expenses (rent/mortgage, car payment, utilities, groceries, installment payments, etc.)

Are you on public assistance? _____

Are you requesting this information on behalf of another who has or is offering you money? _____

I DO HEREBY AFFIRM AND SAY THAT ALL OF THE STATEMENTS MADE
HEREIN ARE TRUE AND CORRECT AND THAT I AM CONSIDERED TO BE
INDIGENT.

Date

Signature

APPENDIX E

NOTICE OF TEN DAY EXTENSION

To: Name: _____

Address: _____

The time for responding to your request for disclosure of public record(s) dated _____ has been extended to the 15th working day following the date of your request for the following reason(s):

_____ The need to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public record(s) pursuant to a single request.

_____ The need to collect the requested public record(s) from numerous other offices.

_____ Estimated number of days to complete response from date of receipt of first response.

FOIA Coordinator

Date

NOTICE OF DENIAL OF REQUEST FOR DISCLOSURE OF INFORMATION

Name: _____

Address: _____

Date of Request: _____

Your request for disclosure of information has been denied (in whole) or (in part) for one or more of the following reasons:

- _____ A public record does not exist under the name given.
- _____ Requested record(s) are of a personal nature and the disclosure of the information would constitute a clearly unwarranted invasion of an individual's privacy.
- _____ Requested record(s) are investigating record(s) compiled for law enforcement purposes.
- _____ Requested record(s) are trade secrets or commercial or financial information voluntarily provided to an agency for developing governmental policy.
- _____ Requested record(s) are subject to attorney-client privilege.
- _____ Requested record(s) are subject to the physician-patient, psychologist-patient, minister, priest, or Christian Science practitioner privilege, or other privilege recognized by statute or court rule.
- _____ Requested record(s) are a bid or proposal to enter into a contract or agreement prior to the time established for submission or public opening.
- _____ Requested record(s) are appraisals of real property to be acquired prior to an agreement for purchase, or less than three (3) years after the appraisal date.
- _____ Requested record(s) are communications and notes within a public body or between public bodies of an advisory nature to the extent that they cover other than purely factual materials and are preliminary to a final determination of policy or action.
- _____ Requested record(s) are record(s) of law enforcement communication codes, or plans for development of law enforcement personnel.

- _____ Requested record(s) are record(s) of a law enforcement agency and identify an informer, identify an undercover officer, disclose personal address or family members, disclose operation, reveal contents of manuals, endanger life of officers, disclose personnel records of officers, or identify residences agency is requested to check on.
- _____ Requested record(s) are record(s) of security measures.
- _____ Requested record(s) are information relating to a civil action in which the requesting party and the public body are parties.
- _____ Requested record(s) would disclose the social security number of an individual.
- _____ Other _____
-

*If your request for record(s) is denied, you may submit a written appeal, specifically stating Appeal@ and stating the reasons for appeal, to the attention of the City Council, **or** seek judicial review under Section 10 of the Act within 180 days after the public body's final determination. Within 10 days of receiving a request for an appeal, the City Council shall: a) reverse the denial; b) issue a written notice upholding the denial; c) reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part; or d) issue a notice extending by 10 business days the time to decide the appeal. (Note: If a board of commission is the head of the public body it is not considered to have received a written appeal until the first regularly scheduled meeting following submission of the written appeal.)*

If after judicial review, the Circuit Court determines that the public body has not complied fully with the disclosure requirements, the Court shall award reasonable attorneys' fees, costs and disbursements. If the Court determines that the public body has arbitrary and capriciously violated the Act, the Court shall award punitive damages in the amount of \$500.00.

A copy of this request will be kept on file for no less than one (1) year.

FOIA Coordinator

Memo

To: Richard Haberman
From: Michele Kwiatkowski
Date: May 27, 2015
Re: Media Equipment Upgrade

Richard,

As you request, along with Ed Horn, I assessed the remaining media equipment used for broadcasting in the council chambers. It was determined that the audio equipment had moved from our old city hall into this building along with the cameras and controllers.

I placed a service call for the audio mixer to see if it could be repaired. It was determined to be more costly for repair then replacing. Our system is so old it is running windows 98 which is not a supported platform and is not upgradable. The cameras that we are currently using are believed to be over 20 years old with a much lower imaging quality then today's standards.

When upgrading the first part of our equipment, I consulted with Advanced Lighting and Sound, which come highly recommended from neighboring communities. I again consulted with Shaun Watts for this upgrade.

This proposal is a complete upgrade for the council chambers. New equipment would include:

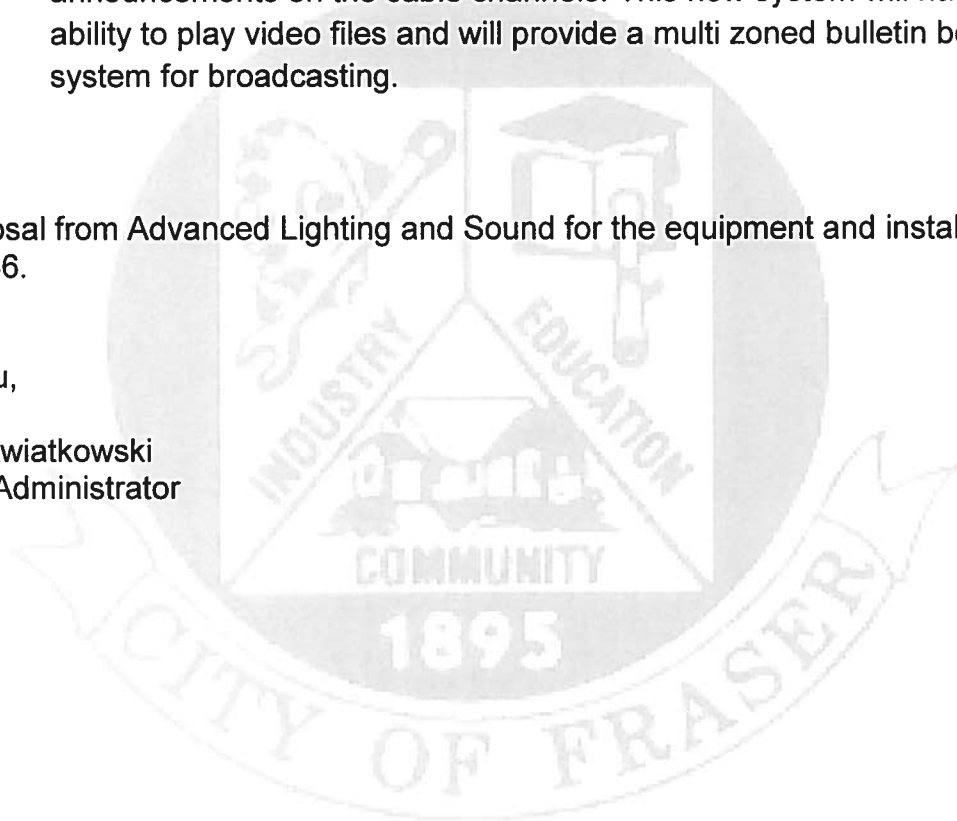
- New audio mixer.
- New microphone's for all of councilmember seating and city officials.
- New microphone for citizen participation along with the wireless microphone.
- Five in-ceiling speakers added to audience area.

- Four new HD media broadcasting cameras with a new camera controller. (By adding a fourth camera we will add the ability to pick up camera shots of citizens speaking and presentations).
- New ceiling mounted projector, eliminating the temporary presentation setup that the city currently uses. The presentation will show a correct size screen and also be sent out to the viewing audience through the broadcasting equipment. Making it easier for home viewers to see and hear the presentation.
- New wall mounted screen, replacing obsolete movie projector screen.
- New playback equipment used to playback our meetings and announcements on the cable channels. This new system will have the ability to play video files and will provide a multi zoned bulletin board system for broadcasting.

The proposal from Advanced Lighting and Sound for the equipment and installation is \$30,210.46.

Thank you,

Michele Kwiatkowski
Systems Administrator





Advanced Lighting & Sound

Phone: 248-817-2092
Fax: 248-817-2093
1026 Maplelawn Drive
Troy, MI 48084

Quote

No.: **5730**
Date: **4/21/2015**

Prepared for:
Michelle K. Kwiatkowski
City of Fraser
33000 Garfield
Fraser, MI 48026 USA

Prepared by: Shawn Watts
Account No.: 667
Phone: (586) 293-3100

Qty	Manuf	Item ID	Description	Sell	Total
This is budgetary only and does not include install materials or labor					
Sony Invertable					
4		EVIH100S/W	1080p HD-SDI PTZ camera - White	\$2,627.75	\$10,511.00
1		RM-BR300	Remote Camera Controller	\$1,458.00	\$1,458.00
1		VISCA-MDX8-50	50' 8 Pin VISCA Cable	\$73.00	\$73.00
3	TecNe	VISCA-MDX8-25	25' VISCA 8 pin to 8 pin cable	\$45.01	\$135.03
1	Middl	SS	SLIDING SHELF, HEAVY DUTY	\$125.00	\$125.00
Subtotal					\$12,302.03
Audio					
1	BIAMP	TesiraFORTE AI	TesiraFORTE DSP fixed I/O server with 12 analog inputs, 8 analog outputs, and 8 channels configurable USB audio	\$1,689.00	\$1,689.00
9	Shure	MX412S/C	Cardioid-12" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen, Mute Switch, LED Indicator	\$227.00	\$2,043.00
9	Audio	AT8646QM	Microphone Shock-mount Plate	\$39.00	\$351.00
1	Shure	MX412D/C	Cardioid-12" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop	\$273.00	\$273.00
1	Yamah	PA2030	Power Amplifier	\$233.22	\$233.22
5	Yamah	VXC4W	Full range 4" driver. 60W program at 80. 30/15/7.5/3.8W 70V taps. White grill	\$100.00	\$500.00
Audio Subtotal					\$5,089.22
Presentation					
1	Extro	DTP T UWP 232 D Black	DTP T UWP 232 D Black	\$851.00	\$851.00
1	Extro	DTP HDMI 4K 230 Tx	DTP HDMI 4K 230 Tx	\$367.00	\$367.00
1	Panas	PT-VW345NZU	3700 Lumen 3 LCD WXGA Projector with wireless	\$1,350.00	\$1,350.00
1	Da-li	88393LS	CONTOUR 119D 58X104NPA MW	\$1,053.00	\$1,053.00
1	Avite	Pacific C-AG	HDMI, DVI, VGA/CVBS to HD/SDI Converter and Scaler - With Genlock	\$1,785.00	\$1,785.00
1		ALS HDMI SPLIT	HDMI splitter amplifier PL 912	\$49.12	\$49.12
1	Krame	C-HM/HM-35 Non Plenum HDMI Cables	HDMI (M) to HDMI (M) Cable - 35'	\$37.00	\$37.00
1		ALS HDMI TO AUDIO	HDMI Audio Extractor PL-HA-TosRCA	\$53.00	\$53.00

QuoteNo.: **5730**

Date: 4/21/2015

Qty	Manuf	Item ID	Description	Sell	Total
1	Chief	CMA440	CEILING PLATE, 8" X 24"	\$103.00	\$103.00
1	Chief	CMA472	ABOVE CEILING ENCLOSURE	\$92.00	\$92.00
Presentation Subtotal					\$5,740.12
Playback System					
1	Key W	MXS-RM-MZP	MediaZone Pro Software Bundled With Advanced-ITX Player Hardware	\$1,895.00	\$1,895.00
1	Key W	MXS-RM/TV	HDMI to Video (NTSC) Output Scan Converter (external device)	\$407.64	\$407.64
1	Key W	MXS-RM/YUV	YUV & CV Video input capture card	\$613.75	\$613.75
1	Key W	MXS-ONLINE2	Interactive Factory Training Using Web Browser (2-hour segment)	\$618.80	\$618.80
1		ALS SDI/HDMI	SDI to HDMI Convertor PL 368	\$81.70	\$81.70
1	Hosa	HDMA-403	High Speed HDMI Cable with Ethernet, HDMI to HDMI, 3 ft	\$7.00	\$7.00
1	Matro	MHD/I	Monarch HD streaming and recording appliance	\$955.20	\$955.20
Playback Subtotal					\$4,579.09
1		Install	Install Materials- 120' of HD video and power, 100' HDSDI to playback	\$600.00	\$600.00
1		Labor	Labor	\$1,900.00	\$1,900.00

Your Price: **\$30,210.46**Total: **\$30,210.46**

Prices are firm until 5/21/2015

Terms: COD

Prepared by: Shawn Watts, shawnw@go-als.com

Date: 4/21/2015

Accepted by: _____ Date: _____

Disclaimer

All prices quoted are valid for 30 business days. Please fax signed quote to 248-817-2093 or email to sales@go-als.com so that your order can be placed. Thank you for your business.

YORK, DOLAN & TOMLINSON, P.C.

Attorneys and Counselors at Law
42850 Garfield, Suite 101
Clinton Township, Michigan 48038
586-263-5050
Fax 586-263-4763

John A. Dolan (jdolan@yorkdolanlaw.com)
Timothy D. Tomlinson (ttomlinson@yorkdolanlaw.com)

Fred A. York (1930-1989)

June 24, 2015

**CONFIDENTIAL
ATTORNEY CLIENT PRIVILEGE**

Via Email

Mr. Richard Haberman
City Manager
City of Fraser
33000 Garfield
Fraser, MI 48026

Re: Proposed Request for Proposal Towing, Storage and Auction Vehicles

Dear Rich:

Attached is a proposal form. This largely is patterned after a similar document used by Shelby Township. Various forms are also submitted. This document is a starting point. Please feel free to contact me to discuss any and all portions. We need to include our estimated number of tows, under specifications III B. Under Specifications III K, Financial Arrangements, paragraph 2, I left open whether or not we want to have an additional fee which would be remitted to the City. I am available to discuss the document, or any proposed insertions or deletions as needed. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

John A. Dolan
John A. Dolan

JAD/sam
Attachments

REQUEST FOR PROPOSAL

TOWING, STORAGE AND ACTUION OF ACCIDENT, IMPOUNDED AND OTHER VEHICLES

The City of Fraser, 33000 Garfield Road, Fraser, MI 48026

Contact Person: Richard Haberman, City Manager

Telephone: 586.291.9300 x101

Email: richh@micityoffraser.com

SPECIFICATIONS AND INSTRUCTIONS FOR TOWING, STORAGE AND AUCTION OF ACCIDENT IMPOUNDED AND OTHER VEHICLES

I. INTRODUCTION.

The City of Fraser is accepting sealed proposals from qualified companies for the towing and storage of certain motor vehicles. The City will grant to the successful contractor, a contract for the period commencing on August 1, 2015 at 12:00 a.m. and ending on July 31, 2018, unless terminated earlier as provided in the contract awarded.

A. Definitions.

1. "City" refers to the City of Fraser.
2. "Contractor" refers to the vendor and all its personnel.
3. "RFP" refers to this Request for Proposal.
4. "Agreement" refers to the agreement entered into between the City and Contractor as a result of the RFP process.
5. "Vehicle" shall refer to all types of motor vehicles including City owned or leased vehicles.
6. "Lot" shall refer to the storage yard/impound lot as described herein.

B. Purpose. The purpose of the agreement to be awarded pursuant to this process is to ensure prompt, adequate service with reasonable and uniform cost for towing and storage for the City and the public when requested by the City and to provide periodic auctions to dispose of abandoned and other unclaimed vehicles.

C. Scope. The City requests proposals for the towing and storage of vehicles and other services as described in this document which will be performed when authorized by a representative of the City.

D. Term of Agreement. The agreement shall commence August 1, 2015 at 12:00 a.m. and end on July 31, 2020. The Contractor may not assign or sub-contract its obligations.

II. INSTRUCTIONS TO CONTRACTORS.

A. Pre-proposal Meeting. All interested and proposed contractors may meet on (insert date) at the offices of the City, 33000 Garfield Rd., Fraser, Michigan 48026, at which time questions will be addressed regarding the proposal and proposed scope of services.

B. Submission of Proposals.

1. Seven copies of the proposal shall be enclosed in a sealed envelope or carton marked "RFP Towing and Storage Document City of Fraser" and delivered in person by messenger or U.S. mail no later than (insert date) at 2:00 p.m. at which time proposals received will be publicly opened and

read out loud. Late proposals will be rejected. Contractors shall furnish an email address for contract purposes.

2. Proposal packing must be clearly marked with the following information:

Contractor Name:

Date Due: (insert date)

3. The proposal is to be mailed and must be conspicuously marked "RFP Document." All proposals regardless of the method for delivery are to be delivered to the following address: **City of Fraser, Office of City Clerk, Attention: City Clerk, 33000 Garfield Rd., Fraser, MI. 48026.**
4. All RFP's **must be delivered** to the office of the City Clerk before the due date and time so they can be stamped, received and filed appropriately. Proposals are considered received when they are in the possession of the City Clerk. Proposals not received before the due date and time will be disqualified and not opened or considered.
5. Costs are to be compiled on the pricing form attached as an exhibit. The pricing form shall be placed in a separate sealed envelope and marked as follows:

Contractor Name:

City of Fraser Towing and Storage Contract:

Date Due: (insert date and time)

Confidential Pricing Envelope

6. No faxed or electronically delivered RFPs will be accepted.
 7. It is the responsibility of the Contractor to see that the RFP arrives on time, at the right place and in the right format.
- C. Communications. Questions must be directed in writing or email to (insert name, address and email address). All questions regarding the process must be submitted on or before 4:00 p.m. 5 business days prior to the RFP due date in order to be given consideration. Changes, if any, in interpretation, or RFP documents will be expressed in the form of an addendum which if issued, will be sent to all prospective contractors who notify the City in writing or by email of their intent to receive interpretations no later than 3 business days before the RFP due date. Oral responses are not authoritative. Only written changes issued in this manner shall be considered as interpretive.

D. Selection Process.

1. The City reserves the absolute unqualified right to accept or reject any and all proposals or parts of proposals. The City reserves the absolute unqualified right to accept any and all alternates which may be offered.
2. RFP's will be evaluated with respect to qualifications, experience, location, capacity, price and other factors. The City reserves the right to select and award the proposed service it deems best fits the needs of the City. Experience, capacity, proposed method of approach, references and costs are factors which the City will utilize along with other relevant factors as determined by the City.

III. SPECIFICATIONS.

- A. Timely Execution of Agreement. The successful contractor shall execute and deliver an agreement incorporating the terms herein within 7 days after award of the agreement is made by the City Council. Failure to execute the agreement may result in forfeiture of all rights under the RFP as deemed by the City including the Contractor's deposit. The City shall have the right to award the agreement to the next qualified contractor or reject all RFPs and re-advertise.
- B. Volume of Service. The Public Safety Department required the towing of approximately (insert number of vehicles) in calendar year 2014. This figure is to be used for comparison purposes only, representing an approximation of the volume of services anticipated to be needed. The City will not be penalized for the volume of services required if either more or less.
- C. Minimum Towing Requirements.
 1. Each Contractor must provide the address of its dispatching center and the location or locations where its vehicles will be stationed. Vehicles necessary to perform the agreement must be located within the City limits.
 2. The Contractor agrees to have a tow truck at the scene and to tow vehicles as requested. Ninety percent of requests shall be responded to at the scene within ten minutes of request. The Contractor agrees to clean up all accident debris, including but not limited to, vehicle coolant, oil, transmission fluid as described in MCLA 324.8902 from the street upon response to the accident scene, whether or not towing a vehicle. The cleanup will be deemed complete when inspected and approved by a City Official in charge of the scene. If response time is unreasonably long in the judgment of the City Official in charge of the scene, another towing service may be called.

3. The Contractor must have available at all times, light duty, medium duty, and heavy duty wreckers, fully licensed with fully licensed experience drivers. Light duty flatbed – 10,000 to 19,500 GVWR-DOT Class 3, 4 and 5 manufactured bed rating of 8,000 pounds minimum; medium duty wrecker – 16,000 to 33,000 pounds GVWR-DOT Class 5, 6 and 7, manufacturers boom rating of 24,000 pounds minimum; heavy duty wrecker 30,000 plus pounds GVWR-DOT Class 8 manufacturers boom rating 40,000 pounds minimum.
4. The Contractor must have two-way radio dispatch for its tow trucks.
5. The Contractor must keep the City informed of the number of tow trucks it owns or leases which will be used in performance of this agreement, including the year, make, model and capacity.
6. Vehicles used in the performance of the contract, must be clearly and permanently marked with the Contractor's name and telephone number. No removable signs or other towing names, or other wording such as "police towing" are permitted.
7. The Contractor must abide by the standard table of fees established by the contract.
8. The Contractor shall charge only for equipment actually needed and requested by the City at the scene.
9. Copies of all billing invoices for services rendered shall be forwarded to the City on a monthly basis. Invoicing for special equipment or added service fees which exceed the standard towing fees must be specifically itemized and contained written justification for such fees, including the name and badge number of any officer in charge at the scene who approves such charges.
10. The City reserves the right to hire specialized equipment outside the scope of this agreement when needed.
11. The Contractor shall establish, maintain and operate a storage/impound lot at a site within the City limits in accordance with the applicable City Ordinance requirements during the term of this agreement. The lots must hold a minimum of 250 passenger vehicles and 10 semi-trucks with trailers.
12. The storage lot shall be staffed with the Contractor's own employees 7 days a week twenty-four (24) hours a day.

13. The following recognized holidays do not required staffing:

New Years Eve
New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

Hours of operation shall be prominently displayed at the lot. Reasonable accommodations shall be made for customers after hours with no additional charges accessed.

14. The Contractor shall furnish towing service at no charge for the removal of City owned or leased vehicles and equipment when requested by the City as authorized by the City Manager, Public Safety Director, or other authorized City representatives on a 24 hour basis.
15. The Contractor shall obtain and maintain at its own sole expense licenses, endorsements and approvals required by federal, state or local laws necessary to operate vehicles or equipment and perform the work required by this proposal. Employees of the Contractor shall have all licenses and endorsements required by federal, state, or local laws to operate vehicles and equipment utilized in the performance of the agreement.
16. The Contractor shall have tow trucks adequate for towing and/or pushing vehicles each of which shall contain necessary equipment and shall be maintained in good working order to safely perform the services required by the agreement.
17. Vehicles and equipment shall be maintained in good mechanical condition and shall be subject to periodic inspection and made available for inspection by the City. Towing vehicles must be equipped with two-way radios capable of covering all the territory within the City.
18. The Contractor shall maintain and have available for inspection by the City detailed records covering services rendered pursuant to this proposal. The Contractor shall utilize forms required in the processing of vehicles as approved by the City.

19. In 5 days following the last day of each month, the Contractor shall provide an inventory of all vehicles stored at the lots as of the last day of the month. Such information shall be stored electronically and furnished electronically to the City.
20. The Contractor will be required to permit Public Safety Officers and other authorized City representatives to inspect the lot, stored vehicles, the office or other structures, tow trucks, invoices and impound sheets relative to this proposal when it is deemed reasonably necessary by the City.
21. The City reserves the right to conduct an audit at least twice a year of bills and records relative to the agreement and Contractor agrees to furnish the City's auditors access to such records.

D. Abandoned Vehicles.

1. Vehicles designated as abandoned shall be removed at the City's request and held in the lot until disposed of by public sale or retrieved by the owner.
2. Vehicles designated by the Public Safety Department as "scrapped abandoned" will be removed by the most expedient means available. Such vehicles shall be disposed of pursuant to statutory procedures.

E. Disposal of Vehicles by Auction.

1. The Contractor shall hold periodic auctions at no cost to the City to dispose of vehicles as directed by the City. The City preserves the right to remove any vehicles from the Contractor's auction list. The Contractor shall arrange to conduct auctions on a date approved in advanced by the Public Safety Department and shall pay auctioneers fees on any vehicle sold through the auction. The Contractor shall furnish all required personnel as determined by the City. From the net proceeds of each vehicle, after payment to the Contractor of its statutory towing and storage fees, the Contractor shall be required to turn over all access funds to the City to be distributed according to the statute.
2. If vehicles are not sold at auction, the Contractor shall become the owner of the vehicle or group of vehicles and shall be responsible for its disposal.
3. All sales shall comply with state law. The Public Safety Department shall provide and complete documentation required by the Public Safety Department under the applicable state law in connection with the disposal of such vehicles.
4. The Contractor shall allow the City access to the lot and to be present in connection with preparation for the conduct of any auction.

F. Storage of Vehicles. Vehicles or other items towed to the lot shall be stored with at least two feet of space between them and shall be marked and kept orderly as required at all times so that vehicles can be located easily by the City. The lot shall be located in the City and have capacity for at least 250 passenger vehicles and semi-trucks with trailers. Vehicles which are subject to forfeiture (examples narcotic and operating while impaired vehicles) shall be stored in the impound lot without the accumulation of storage fees. Unless specifically authorized by the City, towed vehicles will not be disposed of. The Contractor shall be responsible for the maintenance and repair of the lot and the furnishing of security for vehicles impounded which shall include fencing and security cameras. City stored vehicles shall be in a separate area, proper lighting, drainage and surface materials shall be provided.

G. Storage of Other Property.

1. A separate storage area inside a locked structure shall be maintained for purposes of storing property or parts which have been removed from the interior or exterior of stored vehicles. Such property or parts will be placed or stored in an orderly and organized fashion, tagged for ready identification as being part of a stored vehicle and subject to release when the vehicle is claimed. Property or parts which are unclaimed one week prior to the auction must be brought to the Public Safety Department for transfer to storage or disposal as directed.
2. No additional fee shall be assessed for property or parts storage. Proper storage and maintenance of such property in parts and liability for loss or damage to the same is the sole responsibility of the Contractor.

H. Claiming of Property. Whenever impounded vehicles are claimed by the owner, the Contractor shall provide the owner an itemized statement of charges relating to the impounded vehicle including an explanation for fees in excess of the standard towing fee established by the agreement. The Contractor must make every effort to verify that the party claiming a stored vehicle, is the actual owner or authorized representative of the owner prior to vehicle release. The Contractor is solely liable and responsible for the vehicle release.

I. Fees and Charges.

1. All fees and charges are to be collected from the owners of the vehicles. The City assumes no responsibility for collecting or guaranteeing payments for towing or storage.
2. The City is not liable for any charges for towing or storage of any private vehicle, the loss of any items contained inside the vehicle, or for damage or loss incurred

in the moving of any vehicle. This extends to all vehicles whether impounded as a result of collision, or evidence, or other purposes.

3. The Contractor shall prominently post at the lot a list of towing and storage charges and hours of operation as well as the Contractor's telephone contact numbers.
 4. Additional tows within the lot shall be at Contractor's sole expense.
- J. Collection Charges. The City shall not be responsible for the collection or payment of any charge for service rendered by reason of the City having requested or dispatched the service. All such services rendered shall be charged only to the owner/lessee of the towed vehicle or other lawful claimant of possession. The Contractor shall have no claim against the City for any towing, storage charges unless otherwise authorized by the agreement.
- K. Financial Arrangements.
1. For services rendered to non-city owned vehicles and others, the Contractor shall directly bill and collect fees from the vehicle's owner. It is not the responsibility of the City to collect, pay, or guarantee payment for any such charges. The contractor shall accept credit cards as an alternative form of payment. The Contractor may, but shall not be required to accept credit card payments for any vehicle towed as the result of an arrest.
 2. The Contractor will collect all towing, service and storage fees for non-city owned vehicles, towed or impounded at the direction of the City from the vehicle's owner or agent. (At this point do we want to also include an administrative fee, for example \$10.00, payable to the City).
- L. Service Call Cancellation.
1. The City reserves the right to cancel a request for services of the Contractor at any time including up to the time of hook-up without either the City, owner, or operator incurring any charges. If the owner of the vehicle arrives on the scene before the vehicle is towed and the vehicle can be safely moved by the owner in the opinion of the City person in charge at the scene, no charges will be incurred. The Contractor agrees that the mere response to a service call without providing towing service does not constitute a service call for which charges are applicable.
 2. The City may call another towing company if the Contractor does not provide adequate equipment to provide the services contemplated by the agreement, nor

does not respond in a timely manner, meaning within 10 minutes for light duty or medium duty wreckers and within 15 minutes for a heavy duty wrecker.

- M. Owners Request for Tow. Nothing in this agreement will prevent the owner or operator of the motor vehicle from calling a wrecker or tow truck of its own choice at its own expense or requesting that its vehicle be towed to a garage or compound other than that of the Contractor provide such service can be promptly provided. The Contractor shall under no circumstance recommend or suggest a repair or collision shop to a vehicle owner. As required by state law for abandoned vehicles, if the owner or other person who is legally entitled to possess the vehicle arrives at the location where a vehicle is located, before the actual towing or removal of a vehicle, the vehicle shall be disconnected from the tow truck and the owner or other person who is legally entitled to possess the vehicle may take possession and remove it without interference upon the payment of the service fee established by the agreement for which a receipt shall be provided. The Contractor shall accept payment for this and other services in the form of either cash or a credit card.
- N. Cancellation by City. The agreement issued pursuant to this RFP may be cancelled by the City, furnishing 30 days written notice addressed to the Contractor sent by certified mail or hand delivered to the Contractor's address as shown in the agreement. The agreement may be cancelled if deemed necessary by the City Council without cost or penalty.
- O. Cancellation by Contractor. The agreement may be cancelled by the Contractor upon 90 days written notice delivered by certified mail with return receipt requested addressed to the City Clerk.
- P. Responsibility for Vehicles and Contents; Hold Harmless; Insurance. The Contractor assumes full and exclusive responsibility for any vehicle and its contents during towing and storage. The Contractor agrees to hold harmless and indemnify the City, its agents and employees against claims for damage or loss to vehicles or their contents in accordance with hold harmless language set forth in the attached agreement. The Contractor shall procure and maintain insurance and bonding as specified in these proposed specifications.
- Q. Contractor to Provide Insurance Coverage for City Vehicles. The Contractor shall maintain insurance coverage to protect the City vehicles against comprehensive and collision losses while in its care, custody and control.
- R. Additional Services. The Contractor shall tow to a requested site, up to (insert number) vehicles per year if available and remove and dispose of (insert number) vehicles per year used for fire training exercises at no cost to the City during the term of the agreement.

- S. Hold Harmless and Indemnity. The Contractor agrees to indemnify and hold harmless the City from any and all claimed suits, actions, damages and cause of action arising directly or indirectly relating to services furnished under this agreement during the term of this agreement for any bodily injury, personal injury, loss of life and property damage sustained and to defend any action or proceeding brought thereon. The attached indemnity agreement must be signed and included with our RFP.
- T. Non Collusion Affidavit. The Contractor shall submit a non-collusion affidavit in the form attached as an appendix with their proposal and list any other businesses with which they have any direct or indirect affiliation business interest, ownership or other relationship.
- U. Fair Employment Practices Act. The Contractor agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this proposal with respect to their hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of gender, race, color, religion, national origin, sexual preference, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.
- V. Qualifications for Employment. All persons employed as a driver by the Contractor shall meet the requirements of all federal and state laws regarding licensing. The Contractor shall not employ persons whose licenses have been suspended or revoked within the prior 12 months.

IV. Insurance Requirements.

- A. Insurance Requirements. The Contractor shall obtain and have in place prior to commencement, insurance meeting the specifications below. The Contractor is solely responsible for prompt payment of any deductible or self-insured retention. The Contractor shall procure, maintain and deliver throughout the life of this agreement, the actual policy, as well as a certificate of insurance which shall be delivered to the Clerk of the City; Insurance shall be provided as follows:
 - 1. Workers Compensation Insurance during the duration of the agreement for all its employees.
 - 2. Commercial General Liability Insurance on an occurrence basis with limits of liability not less than \$2,000,000.00 per occurrence covering personal injury, bodily injury and property damage and including the following extensions:
 - a. Contractual Liability.

- b. Products and completed operations.
 - c. Independent contractors coverage.
 - d. Broad form general liability extensions or equivalent.
3. Contractor's motor vehicle Insurance maintained during the duration of this agreement for all vehicles including no-fault coverages for all vehicles with limits of liability not less than \$2,000,000.00 per occurrence covering bodily injury and property damage.
4. Garage liability insurance with limits not less than \$2,000,000.00 per occurrence covering bodily injury and property damage.
5. Commercial general liability, motor vehicle liability insurance and garage liability insurance as described shall include an endorsement providing that the City of Fraser, its elected and appointed officials and employees are additional insureds primary and non-contributory.
6. Cancellation or non-renewal shall only occur upon 30 days advanced written notice of cancellation, non-renewal, reduction, or material change to City Clerk, City of Fraser.
- V. Bid Bond.** RFP shall be accompanied by a money order or cashier's check in the amount of \$1000.00 payable to the City of Fraser which will be returned to unsuccessful contractors after the award of the agreement. The Contractor will have this money returned after it has executed the agreement and furnish required insurance. The selected Contractor who fails to execute and proceed with the contract shall forfeit this bond.

REQUEST FOR PROPOSAL

TOWING, STORAGE AND AUCTION OF ACCIDENT, IMPOUNDED AND OTHER VEHICLES

The City of Fraser, 33000 Garfield Road, Fraser, MI 48026

Contact Person: Richard Haberman, City Manager

Telephone: 586.291.9300 x101

Email: richh@micityoffraser.com

SPECIFICATIONS AND INSTRUCTIONS FOR TOWING, STORAGE AND AUCTION OF ACCIDENT IMPOUNDED AND OTHER VEHICLES

I. INTRODUCTION.

The City of Fraser is accepting sealed proposals from qualified companies for the towing and storage of certain motor vehicles. The City will grant to the successful contractor, a contract for the period commencing on August 1, 2015 at 12:00 a.m. and ending on July 31, 2018, unless terminated earlier as provided in the contract awarded.

A. Definitions.

1. "City" refers to the City of Fraser.
2. "Contractor" refers to the vendor and all its personnel.
3. "RFP" refers to this Request for Proposal.
4. "Agreement" refers to the agreement entered into between the City and Contractor as a result of the RFP process.
5. "Vehicle" shall refer to all types of motor vehicles including City owned or leased vehicles.
6. "Lot" shall refer to the storage yard/impound lot as described herein.

B. Purpose. The purpose of the agreement to be awarded pursuant to this process is to ensure prompt, adequate service with reasonable and uniform cost for towing and storage for the City and the public when requested by the City and to provide periodic auctions to dispose of abandoned and other unclaimed vehicles.

C. Scope. The City requests proposals for the towing and storage of vehicles and other services as described in this document which will be performed when authorized by a representative of the City.

D. Term of Agreement. The agreement shall commence August 1, 2015 at 12:00 a.m. and end on July 31, 2016 at 12:00 p.m. The City, prior to expiration may extend the agreement for an additional three (3) years.

II. INSTRUCTIONS TO CONTRACTORS.

A. Pre-proposal Meeting. All interested and proposed contractors may meet on (insert date) at the offices of the City, 33000 Garfield Rd., Fraser, Michigan 48026, at which time questions will be addressed regarding the proposal and proposed scope of services.

B. Submission of Proposals.

1. Seven copies of the proposal shall be enclosed in a sealed envelope or carton marked "RFP Towing and Storage Document City of Fraser" and delivered in person by messenger or U.S. mail no later than (insert date) at 2:00 p.m. at which time proposals received will be publicly opened and

read out loud. Late proposals will be rejected. Contractors shall furnish an email address for contract purposes.

2. Proposal packing must be clearly marked with the following information:

Contractor Name:

Date Due: (insert date)

3. The proposal is to be mailed and must be conspicuously marked "RFP Document." All proposals regardless of the method for delivery are to be delivered to the following address: **City of Fraser, Office of City Clerk, Attention: City Clerk, 33000 Garfield Rd., Fraser, MI. 48026.**
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5. Costs are to be compiled on the pricing form attached as an exhibit. The pricing form shall be placed in a separate sealed envelope and marked as follows:

Contractor Name:

City of Fraser Towing and Storage Contract:

Date Due: (insert date and time)

Confidential Pricing Envelope

6. No faxed or electronically delivered RFPs will be accepted.
 7. It is the responsibility of the Contractor to see that the RFP arrives on time, at the right place and in the right format.
- C. Communications. Questions must be directed in writing or email to George Rouhib, Public Safety Director, City of Fraser Public Safety Department, 33000 Garfield Rd., Fraser, MI 48026, (rouhibg@fraserdps.com). All questions regarding the process must be submitted on or before 4:00 p.m. 5 business days prior to the RFP due date in order to be given consideration. Changes, if any, in interpretation, or RFP documents will be expressed in the form of an addendum which if issued, will be sent to all prospective contractors who notify the City in writing or by email of their intent to receive interpretations no later than 3 business days before the RFP due date. Oral responses are not authoritative. Only written changes issued in this manner shall be considered as interpretive.

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1. The City reserves the absolute unqualified right to accept or reject any and all proposals or parts of proposals. The City reserves the absolute unqualified right to accept any and all alternates which may be offered.
2. RFP's will be evaluated with respect to qualifications, experience, location, capacity, price and other factors. The City reserves the right to select and award the proposed service it deems best fits the needs of the City. Experience, capacity, proposed method of approach, references and costs are factors which the City will utilize along with other relevant factors as determined by the City.

III. SPECIFICATIONS.

- A. Timely Execution of Agreement. The successful contractor shall execute and deliver an agreement incorporating the terms herein within 7 days after award of the agreement is made by the City Council. Failure to execute the agreement may result in forfeiture of all rights under the RFP as deemed by the City including the Contractor's deposit. The City shall have the right to award the agreement to the next qualified contractor or reject all RFPs and re-advertise.
- B. Volume of Service. The Public Safety Department required the towing of approximately 600 vehicles in calendar year 2014. This figure is to be used for comparison purposes only, representing an approximation of the volume of services anticipated to be needed. The City will not be penalized for the volume of services required if either more or less.
- C. Minimum Towing Requirements.
 1. Each Contractor must provide the address of its dispatching center and the location or locations where its vehicles will be stationed. Vehicles necessary to perform the agreement must be located within the City limits.
 2. The Contractor agrees to have a tow truck at the scene and to tow vehicles as requested. Ninety percent of requests shall be responded to at the scene within fifteen minutes of request. The Contractor agrees to clean up all accident debris, including but not limited to, vehicle coolant, oil, transmission fluid as described in MCLA 324.8902 from the street upon response to the accident scene, whether or not towing a vehicle. The cleanup will be deemed complete when inspected and approved by a City Official in charge of the scene. If response time is

unreasonably long in the judgment of the City Official in charge of the scene, another towing service may be called.

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4. The Contractor must have two-way radio dispatch for its tow trucks.
5. The Contractor must keep the City informed of the number of tow trucks it owns or leases which will be used in performance of this agreement, including the year, make, model and capacity.
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10. The City reserves the right to hire specialized equipment outside the scope of this agreement when needed.
11. The Contractor shall establish, maintain and operate a storage/impound lot at a site within four miles of the City limits conforming with the applicable ordinances of the municipality where the lot is located throughout the duration of this agreement. The lot must be available to hold at a minimum, 60 passenger vehicles and 3 semi-trucks with trailers from activity related to the City.

12. The storage lot shall be staffed with the Contractor's own employees 7 days a week twenty-four (24) hours a day.
13. The Contractor shall furnish towing service at no charge for the removal of City owned or leased vehicles and equipment when requested by the City as authorized by the City Manager, Public Safety Director, or other authorized City representatives on a 24 hour basis.
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2. Vehicles designated by the Public Safety Department as "scrapped abandoned" will be removed by the most expedient means available. Such vehicles shall be disposed of pursuant to statutory procedures.

E. Disposal of Vehicles by Auction.

1. The Contractor shall hold periodic auctions at no cost to the City to dispose of vehicles as directed by the City, or deliver the vehicles without additional charge for auction by others than the Contractor, to a location designated by the City. The City preserves the right to remove any vehicles from the Contractor's auction list. If the Contractor is selected to proceed with the auction, the Contractor shall arrange to conduct auctions on a date approved in advanced by the Public Safety Department and shall pay auctioneers fees on any vehicle sold through the auction. The Contractor shall furnish all required personnel as determined by the City. From the net proceeds of each vehicle, after payment to the Contractor of its statutory towing and storage fees, the Contractor shall be required to turn over all excess funds to the City to be distributed according to the statute.
2. If vehicles are not sold at auction, the Contractor shall become the owner of the vehicle or group of vehicles and shall be responsible for its disposal.
3. All sales shall comply with state law. The Public Safety Department shall provide and complete documentation required by the Public Safety Department under the applicable state law in connection with the disposal of such vehicles.
4. The Contractor shall allow the City access to the lot and to be present in connection with preparation for the conduct of any auction.

- F. Storage of Vehicles. Vehicles or other items towed to the lot shall be stored with at least two feet of space between them and shall be marked and kept orderly as required at all times so that vehicles can be located easily by the City. The lot shall be located within four miles of the City boundaries and have the capacity for at least 60 passenger vehicles and three semi-trucks with trailers, or storage related to City activity in the City and have capacity for at least 250 passenger vehicles and semi-trucks with trailers. Vehicles which are subject to forfeiture (examples: gambling, narcotic and operating while impaired vehicles) shall be stored in the impound lot without the accumulation of storage fees in excess of \$150.00. Unless specifically authorized by the City, towed vehicles will not be disposed of. The Contractor shall

be responsible for the maintenance and repair of the lot and the furnishing of security for vehicles impounded which shall include fencing. City stored vehicles shall be in a separate area, proper lighting, drainage and surface materials shall be provided.

G. Claiming of Property. Whenever impounded vehicles are claimed by the owner, the Contractor shall provide the owner an itemized statement of charges relating to the impounded vehicle including an explanation for fees in excess of the standard towing fee established by the agreement. The Contractor must make every effort to verify that the party claiming a stored vehicle, is the actual owner or authorized representative of the owner prior to vehicle release. The Contractor is solely liable and responsible for the vehicle release. The Contractor shall permit, at all times the storage lot is opened, the retrieval of items from towed vehicles by persons with an ownership interest in the vehicle without charge.

H. Fees and Charges.

1. All fees and charges are to be collected from the owners of the vehicles. The City assumes no responsibility for collecting or guaranteeing payments for towing or storage.
2. The City is not liable for any charges for towing or storage of any private vehicle, the loss of any items contained inside the vehicle, or for damage or loss incurred in the moving of any vehicle. This extends to all vehicles whether impounded as a result of collision, or evidence, or other purposes.
3. The Contractor shall prominently post at the lot a list of towing and storage charges and hours of operation as well as the Contractor's telephone contact numbers.
4. Additional tows within the lot shall be at Contractor's sole expense.

I. Collection Charges. The City shall not be responsible for the collection or payment of any charge for service rendered by reason of the City having requested or dispatched the service. All such services rendered shall be charged only to the owner/lessee of the towed vehicle or other lawful claimant of possession. The Contractor shall have no claim against the City for any towing, storage charges unless otherwise authorized by the agreement.

J. Financial Arrangements.

1. For services rendered to non-city owned vehicles and others, the Contractor shall directly bill and collect fees from the vehicle's owner. It is not the responsibility of the City to collect, pay, or guarantee payment for any such charges. The

contractor shall accept credit cards as an alternative form of payment. The Contractor may, but shall not be required to accept credit card payments for any vehicle towed as the result of an arrest.

2. The Contractor will collect all towing, service and storage fees for non-city owned vehicles, towed or impounded at the direction of the City from the vehicle's owner or agent. (At this point do we want to also include an administrative fee, for example \$10.00, payable to the City).

K. Service Call Cancellation.

1. The City reserves the right to cancel a request for services of the Contractor at any time including up to the time of hook-up without either the City, owner, or operator incurring any charges. If the owner of the vehicle arrives on the scene before the vehicle is towed and the vehicle can be safely moved by the owner in the opinion of the City person in charge at the scene, no charges will be incurred. The Contractor agrees that the mere response to a service call without providing towing service does not constitute a service call for which charges are applicable.
2. The City may call another towing company if the Contractor does not provide adequate equipment to provide the services contemplated by the agreement, nor does not respond in a timely manner, meaning within 15 minutes for light duty or medium duty wreckers and within 30 minutes for a heavy duty wrecker.

L. Owners Request for Tow. Nothing in this agreement will prevent the owner or operator of the motor vehicle from calling a wrecker or tow truck of its own choice at its own expense or requesting that its vehicle be towed to a garage or compound other than that of the Contractor provide such service can be promptly provided. The Contractor shall under no circumstance recommend or suggest a repair or collision shop to a vehicle owner. As required by state law for abandoned vehicles, if the owner or other person who is legally entitled to possess the vehicle arrives at the location where a vehicle is located, before the actual towing or removal of a vehicle, the vehicle shall be disconnected from the tow truck and the owner or other person who is legally entitled to possess the vehicle may take possession and remove it without interference upon the payment of the service fee established by the agreement for which a receipt shall be provided. The Contractor shall accept payment for this and other services in the form of either cash or a credit card.

M. Cancellation by City. The agreement issued pursuant to this RFP may be cancelled by the City, furnishing 30 days written notice addressed to the Contractor sent by certified mail or hand delivered to the Contractor's address as shown in the agreement. The agreement may be cancelled if deemed necessary by the City Council without cost or penalty.

- N. Cancellation by Contractor. The agreement may be cancelled by the Contractor upon 90 days written notice delivered by certified mail with return receipt requested addressed to the City Clerk.
- O. Responsibility for Vehicles and Contents; Hold Harmless; Insurance. The Contractor assumes full and exclusive responsibility for any vehicle and its contents during towing and storage. The Contractor agrees to hold harmless and indemnify the City, its agents and employees against claims for damage or loss to vehicles or their contents in accordance with hold harmless language set forth in the attached agreement. The Contractor shall procure and maintain insurance and bonding as specified in these proposed specifications.
- P. Contractor to Provide Insurance Coverage for City Vehicles. The Contractor shall maintain insurance coverage to protect the City vehicles against comprehensive and collision losses while in its care, custody and control.
- Q. Hold Harmless and Indemnity. The Contractor agrees to indemnify and hold harmless the City from any and all claimed suits, actions, damages and cause of action arising directly or indirectly relating to services furnished under this agreement during the term of this agreement for any bodily injury, personal injury, loss of life and property damage sustained and to defend any action or proceeding brought thereon. The attached indemnity agreement must be signed and included with our RFP.
- R. Non Collusion Affidavit. The Contractor shall submit a non-collusion affidavit in the form attached as an appendix with their proposal and list any other businesses with which they have any direct or indirect affiliation business interest, ownership or other relationship.
- S. Fair Employment Practices Act. The Contractor agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this proposal with respect to their hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of gender, race, color, religion, national origin, sexual preference, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.
- T. Qualifications for Employment. All persons employed as a driver by the Contractor shall meet the requirements of all federal and state laws regarding licensing. The Contractor shall not employ persons whose licenses have been suspended or revoked within the prior 12 months. The Contractor shall not employ persons who have been convicted of a felony within the previous 10 years.

IV. Insurance Requirements.

A. **Insurance Requirements.** The Contractor shall obtain and have in place prior to commencement, insurance meeting the specifications below. The Contractor is solely responsible for prompt payment of any deductible or self-insured retention. The Contractor shall procure, maintain and deliver throughout the life of this agreement, the actual policy, as well as a certificate of insurance which shall be delivered to the Clerk of the City; Insurance shall be provided as follows:

1. Workers Compensation Insurance during the duration of the agreement for all its employees.
2. Commercial General Liability Insurance on an occurrence basis with limits of liability not less than \$2,000,000.00 per occurrence covering personal injury, bodily injury and property damage and including the following extensions:
 - a. Contractual Liability.
 - b. Products and completed operations.
 - c. Independent contractors coverage.
 - d. Broad form general liability extensions or equivalent.
3. Contractor's motor vehicle Insurance maintained during the duration of this agreement for all vehicles including no-fault coverages for all vehicles with limits of liability not less than \$2,000,000.00 per occurrence covering bodily injury and property damage.
4. Garage liability insurance with limits not less than \$2,000,000.00 per occurrence covering bodily injury and property damage.
5. Commercial general liability, motor vehicle liability insurance and garage liability insurance as described shall include an endorsement providing that the City of Fraser, its elected and appointed officials and employees are additional insureds primary and non-contributory.
6. Cancellation or non-renewal shall only occur upon 30 days advanced written notice of cancellation, non-renewal, reduction, or material change to City Clerk, City of Fraser.

V. **Bid Bond.** RFP shall be accompanied by a money order or cashier's check in the amount of \$1000.00 payable to the City of Fraser which will be returned to unsuccessful contractors after the award of the agreement. The Contractor will have this money returned after it has executed the agreement and furnish required insurance. The selected Contractor who fails to execute and proceed with the contract shall forfeit this bond.

REQUEST FOR PROPOSAL

TOWING, STORAGE AND AUCTION OF ACCIDENT, IMPOUNDED AND OTHER VEHICLES

The City of Fraser, 33000 Garfield Road, Fraser, MI 48026

Contact Person: Richard Haberman, City Manager

Telephone: 586.291.9300 x101

Email: richh@micityoffraser.com

SPECIFICATIONS AND INSTRUCTIONS FOR TOWING, STORAGE AND AUCTION OF ACCIDENT IMPOUNDED AND OTHER VEHICLES

I. INTRODUCTION.

The City of Fraser is accepting sealed proposals from qualified companies for the towing and storage of certain motor vehicles. The City will grant to the successful contractor, a contract for the period commencing on August 1, 2015 at 12:00 a.m. and ending on July 31, 2018, unless terminated earlier as provided in the contract awarded.

A. Definitions.

1. "City" refers to the City of Fraser.
2. "Contractor" refers to the vendor and all its personnel.
3. "RFP" refers to this Request for Proposal.
4. "Agreement" refers to the agreement entered into between the City and Contractor as a result of the RFP process.
5. "Vehicle" shall refer to all types of motor vehicles including City owned or leased vehicles.
6. "Lot" shall refer to the storage yard/impound lot as described herein.

B. Purpose. The purpose of the agreement to be awarded pursuant to this process is to ensure prompt, adequate service with reasonable and uniform cost for towing and storage for the City and the public when requested by the City and to provide periodic auctions to dispose of abandoned and other unclaimed vehicles.

C. Scope. The City requests proposals for the towing and storage of vehicles and other services as described in this document which will be performed when authorized by a representative of the City.

D. Term of Agreement. The agreement shall commence August 1, 2015 at 12:00 a.m. and end on July 31, 2016 at 12:00 p.m. The City, prior to expiration may extend the agreement for an additional three (3) years.

II. INSTRUCTIONS TO CONTRACTORS.

A. Pre-proposal Meeting. All interested and proposed contractors may meet on (insert date) at the offices of the City, 33000 Garfield Rd., Fraser, Michigan 48026, at which time questions will be addressed regarding the proposal and proposed scope of services.

B. Submission of Proposals.

1. Seven copies of the proposal shall be enclosed in a sealed envelope or carton marked "RFP Towing and Storage Document City of Fraser" and delivered in person by messenger or U.S. mail no later than (insert date) at 2:00 p.m. at which time proposals received will be publicly opened and

read out loud. Late proposals will be rejected. Contractors shall furnish an email address for contract purposes.

2. Proposal packing must be clearly marked with the following information:

Contractor Name:

Date Due: (insert date)

3. The proposal is to be mailed and must be conspicuously marked "RFP Document." All proposals regardless of the method for delivery are to be delivered to the following address: **City of Fraser, Office of City Clerk, Attention: City Clerk, 33000 Garfield Rd., Fraser, MI. 48026.**
4. All RFP's **must be delivered** to the office of the City Clerk before the due date and time so they can be stamped, received and filed appropriately. Proposals are considered received when they are in the possession of the City Clerk. Proposals not received before the due date and time will be disqualified and not opened or considered.
5. Costs are to be compiled on the pricing form attached as an exhibit. The pricing form shall be placed in a separate sealed envelope and marked as follows:

Contractor Name:

City of Fraser Towing and Storage Contract:

Date Due: (insert date and time)

Confidential Pricing Envelope

6. No faxed or electronically delivered RFPs will be accepted.
 7. It is the responsibility of the Contractor to see that the RFP arrives on time, at the right place and in the right format.
- C. Communications. Questions must be directed in writing or email to George Rouhib, Public Safety Director, City of Fraser Public Safety Department, 33000 Garfield Rd., Fraser, MI 48026, (rouhibg@fraserdps.com). All questions regarding the process must be submitted on or before 4:00 p.m. 5 business days prior to the RFP due date in order to be given consideration. Changes, if any, in interpretation, or RFP documents will be expressed in the form of an addendum which if issued, will be sent to all prospective contractors who notify the City in writing or by email of their intent to receive interpretations no later than 3 business days before the RFP due date. Oral responses are not authoritative. Only written changes issued in this manner shall be considered as interpretive.

D. Selection Process.

1. The City reserves the absolute unqualified right to accept or reject any and all proposals or parts of proposals. The City reserves the absolute unqualified right to accept any and all alternates which may be offered.
2. RFP's will be evaluated with respect to qualifications, experience, location, capacity, price and other factors. The City reserves the right to select and award the proposed service it deems best fits the needs of the City. Experience, capacity, proposed method of approach, references and costs are factors which the City will utilize along with other relevant factors as determined by the City.

III. SPECIFICATIONS.

- A. Timely Execution of Agreement. The successful contractor shall execute and deliver an agreement incorporating the terms herein within 7 days after award of the agreement is made by the City Council. Failure to execute the agreement may result in forfeiture of all rights under the RFP as deemed by the City including the Contractor's deposit. The City shall have the right to award the agreement to the next qualified contractor or reject all RFPs and re-advertise.
- B. Volume of Service. The Public Safety Department required the towing of approximately 600 vehicles in calendar year 2014. This figure is to be used for comparison purposes only, representing an approximation of the volume of services anticipated to be needed. The City will not be penalized for the volume of services required if either more or less.
- C. Minimum Towing Requirements.
 1. Each Contractor must provide the address of its dispatching center and the location or locations where its vehicles will be stationed. Vehicles necessary to perform the agreement must be located within the City limits.
 2. The Contractor agrees to have a tow truck at the scene and to tow vehicles as requested. Ninety percent of requests shall be responded to at the scene within fifteen minutes of request. The Contractor agrees to clean up all accident debris, including but not limited to, vehicle coolant, oil, transmission fluid as described in MCLA 324.8902 from the street upon response to the accident scene, whether or not towing a vehicle. The cleanup will be deemed complete when inspected and approved by a City Official in charge of the scene. If response time is

unreasonably long in the judgment of the City Official in charge of the scene, another towing service may be called.

3. The Contractor must have available at all times, light duty, medium duty, and heavy duty wreckers, fully licensed with fully licensed experience drivers. Light duty flatbed – 10,000 to 19,500 GVWR-DOT Class 3, 4 and 5 manufactured bed rating of 8,000 pounds minimum; medium duty wrecker – 16000 to 33,000 pounds GVWR-DOT Class 5, 6 and 7, manufacturers boom rating of 24,000 pounds minimum; heavy duty wrecker 30,000 plus pounds GVWR-DOT Class 8 manufacturers boom rating 40,000 pounds minimum. Heavy duty wrecker availability can be provided by lease or subcontract.
4. The Contractor must have two-way radio dispatch for its tow trucks.
5. The Contractor must keep the City informed of the number of tow trucks it owns or leases which will be used in performance of this agreement, including the year, make, model and capacity.
6. Vehicles used in the performance of the contract, must be clearly and permanently marked with the Contractor's name and telephone number. No removable signs or other towing names, or other wording such as "police towing" are permitted.
7. The Contractor must abide by the standard table of fees established by the contract.
8. The Contractor shall charge only for equipment actually needed and requested by the City at the scene.
9. Copies of all billing invoices for services rendered shall be forwarded to the City on a monthly basis in electronic form. Invoicing for special equipment or added service fees which exceed the standard towing fees must be specifically itemized and contained written justification for such fees, including the name and badge number of any officer in charge at the scene who approves such charges.
10. The City reserves the right to hire specialized equipment outside the scope of this agreement when needed.
11. The Contractor shall establish, maintain and operate a storage/impound lot at a site within four miles of the City limits conforming with the applicable ordinances of the municipality where the lot is located throughout the duration of this agreement. The lot must be available to hold at a minimum, 60 passenger vehicles and 3 semi-trucks with trailers from activity related to the City.

12. The storage lot shall be staffed with the Contractor's own employees 7 days a week twenty-four (24) hours a day.
13. The Contractor shall furnish towing service at no charge for the removal of City owned or leased vehicles and equipment when requested by the City as authorized by the City Manager, Public Safety Director, or other authorized City representatives on a 24 hour basis.
14. The Contractor shall obtain and maintain at its own sole expense licenses, endorsements and approvals required by federal, state or local laws necessary to operate vehicles or equipment and perform the work required by this proposal. Employees of the Contractor shall have all licenses and endorsements required by federal, state, or local laws to operate vehicles and equipment utilized in the performance of the agreement.
15. The Contractor shall have tow trucks adequate for towing and/or pushing vehicles each of which shall contain necessary equipment and shall be maintained in good working order to safely perform the services required by the agreement.
16. Vehicles and equipment shall be maintained in good mechanical condition and shall be subject to periodic inspection and made available for inspection by the City. Towing vehicles must be equipped with two-way radios capable of covering all the territory within the City.
17. The Contractor shall maintain and have available for inspection by the City detailed records covering services rendered pursuant to this proposal. The Contractor shall utilize forms required in the processing of vehicles as approved by the City.
18. In 5 days following the last day of each month, the Contractor shall provide an inventory of all vehicles stored at the lots as of the last day of the month. Such information shall be stored electronically and furnished electronically to the City.
19. The Contractor will be required to permit Public Safety Officers and other authorized City representatives to inspect the lot, stored vehicles, the office or other structures, tow trucks, invoices and impound sheets relative to this proposal when it is deemed reasonably necessary by the City.
20. The City reserves the right to conduct an audit at least twice a year of bills and records relative to the agreement and Contractor agrees to furnish the City's auditors access to such records.

D. Abandoned Vehicles.

1. Vehicles designated as abandoned shall be removed at the City's request and held in the lot until disposed of by public sale or retrieved by the owner.
2. Vehicles designated by the Public Safety Department as "scrapped abandoned" will be removed by the most expedient means available. Such vehicles shall be disposed of pursuant to statutory procedures.

E. Disposal of Vehicles by Auction.

1. The Contractor shall hold periodic auctions at no cost to the City to dispose of vehicles as directed by the City, or deliver the vehicles without additional charge for auction by others than the Contractor, to a location designated by the City. The City preserves the right to remove any vehicles from the Contractor's auction list. If the Contractor is selected to proceed with the auction, the Contractor shall arrange to conduct auctions on a date approved in advanced by the Public Safety Department and shall pay auctioneers fees on any vehicle sold through the auction. The Contractor shall furnish all required personnel as determined by the City. From the net proceeds of each vehicle, after payment to the Contractor of its statutory towing and storage fees, the Contractor shall be required to turn over all excess funds to the City to be distributed according to the statute.
2. If vehicles are not sold at auction, the Contractor shall become the owner of the vehicle or group of vehicles and shall be responsible for its disposal.
3. All sales shall comply with state law. The Public Safety Department shall provide and complete documentation required by the Public Safety Department under the applicable state law in connection with the disposal of such vehicles.
4. The Contractor shall allow the City access to the lot and to be present in connection with preparation for the conduct of any auction.

F. Storage of Vehicles. Vehicles or other items towed to the lot shall be stored with at least two feet of space between them and shall be marked and kept orderly as required at all times so that vehicles can be located easily by the City. The lot shall be located within four miles of the City boundaries and have the capacity for at least 60 passenger vehicles and three semi-trucks with trailers, or storage related to City activity in the City and have capacity for at least 250 passenger vehicles and semi-trucks with trailers. Vehicles which are subject to forfeiture (examples: gambling, narcotic and operating while impaired vehicles) shall be stored in the impound lot without the accumulation of storage fees in excess of \$150.00. Unless specifically authorized by the City, towed vehicles will not be disposed of. The Contractor shall

be responsible for the maintenance and repair of the lot and the furnishing of security for vehicles impounded which shall include fencing. City stored vehicles shall be in a separate area, proper lighting, drainage and surface materials shall be provided.

G. Claiming of Property. Whenever impounded vehicles are claimed by the owner, the Contractor shall provide the owner an itemized statement of charges relating to the impounded vehicle including an explanation for fees in excess of the standard towing fee established by the agreement. The Contractor must make every effort to verify that the party claiming a stored vehicle, is the actual owner or authorized representative of the owner prior to vehicle release. The Contractor is solely liable and responsible for the vehicle release. The Contractor shall permit, at all times the storage lot is opened, the retrieval of items from towed vehicles by persons with an ownership interest in the vehicle without charge.

H. Fees and Charges.

1. All fees and charges are to be collected from the owners of the vehicles. The City assumes no responsibility for collecting or guaranteeing payments for towing or storage.
2. The City is not liable for any charges for towing or storage of any private vehicle, the loss of any items contained inside the vehicle, or for damage or loss incurred in the moving of any vehicle. This extends to all vehicles whether impounded as a result of collision, or evidence, or other purposes.
3. The Contractor shall prominently post at the lot a list of towing and storage charges and hours of operation as well as the Contractor's telephone contact numbers.
4. Additional tows within the lot shall be at Contractor's sole expense.

I. Collection Charges. The City shall not be responsible for the collection or payment of any charge for service rendered by reason of the City having requested or dispatched the service. All such services rendered shall be charged only to the owner/lessee of the towed vehicle or other lawful claimant of possession. The Contractor shall have no claim against the City for any towing, storage charges unless otherwise authorized by the agreement.

J. Financial Arrangements.

1. For services rendered to non-city owned vehicles and others, the Contractor shall directly bill and collect fees from the vehicle's owner. It is not the responsibility of the City to collect, pay, or guarantee payment for any such charges. The

contractor shall accept credit cards as an alternative form of payment. The Contractor may, but shall not be required to accept credit card payments for any vehicle towed as the result of an arrest.

2. The Contractor will collect all towing, service and storage fees for non-city owned vehicles, towed or impounded at the direction of the City from the vehicle's owner or agent. (At this point do we want to also include an administrative fee, for example \$10.00, payable to the City).

K. Service Call Cancellation.

1. The City reserves the right to cancel a request for services of the Contractor at any time including up to the time of hook-up without either the City, owner, or operator incurring any charges. If the owner of the vehicle arrives on the scene before the vehicle is towed and the vehicle can be safely moved by the owner in the opinion of the City person in charge at the scene, no charges will be incurred. The Contractor agrees that the mere response to a service call without providing towing service does not constitute a service call for which charges are applicable.
2. The City may call another towing company if the Contractor does not provide adequate equipment to provide the services contemplated by the agreement, nor does not respond in a timely manner, meaning within 15 minutes for light duty or medium duty wreckers and within 30 minutes for a heavy duty wrecker.

- L. Owners Request for Tow. Nothing in this agreement will prevent the owner or operator of the motor vehicle from calling a wrecker or tow truck of its own choice at its own expense or requesting that its vehicle be towed to a garage or compound other than that of the Contractor provide such service can be promptly provided. The Contractor shall under no circumstance recommend or suggest a repair or collision shop to a vehicle owner. As required by state law for abandoned vehicles, if the owner or other person who is legally entitled to possess the vehicle arrives at the location where a vehicle is located, before the actual towing or removal of a vehicle, the vehicle shall be disconnected from the tow truck and the owner or other person who is legally entitled to possess the vehicle may take possession and remove it without interference upon the payment of the service fee established by the agreement for which a receipt shall be provided. The Contractor shall accept payment for this and other services in the form of either cash or a credit card.

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- O. Responsibility for Vehicles and Contents; Hold Harmless; Insurance. The Contractor assumes full and exclusive responsibility for any vehicle and its contents during towing and storage. The Contractor agrees to hold harmless and indemnify the City, its agents and employees against claims for damage or loss to vehicles or their contents in accordance with hold harmless language set forth in the attached agreement. The Contractor shall procure and maintain insurance and bonding as specified in these proposed specifications.
- P. Contractor to Provide Insurance Coverage for City Vehicles. The Contractor shall maintain insurance coverage to protect the City vehicles against comprehensive and collision losses while in its care, custody and control.
- Q. Hold Harmless and Indemnity. The Contractor agrees to indemnify and hold harmless the City from any and all claimed suits, actions, damages and cause of action arising directly or indirectly relating to services furnished under this agreement during the term of this agreement for any bodily injury, personal injury, loss of life and property damage sustained and to defend any action or proceeding brought thereon. The attached indemnity agreement must be signed and included with our RFP.
- R. Non Collusion Affidavit. The Contractor shall submit a non-collusion affidavit in the form attached as an appendix with their proposal and list any other businesses with which they have any direct or indirect affiliation business interest, ownership or other relationship.
- S. Fair Employment Practices Act. The Contractor agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this proposal with respect to their hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of gender, race, color, religion, national origin, sexual preference, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.
- T. Qualifications for Employment. All persons employed as a driver by the Contractor shall meet the requirements of all federal and state laws regarding licensing. The Contractor shall not employ persons whose licenses have been suspended or revoked within the prior 12 months. The Contractor shall not employ persons who have been convicted of a felony within the previous 10 years.

IV. Insurance Requirements.

A. **Insurance Requirements.** The Contractor shall obtain and have in place prior to commencement, insurance meeting the specifications below. The Contractor is solely responsible for prompt payment of any deductible or self-insured retention. The Contractor shall procure, maintain and deliver throughout the life of this agreement, the actual policy, as well as a certificate of insurance which shall be delivered to the Clerk of the City; Insurance shall be provided as follows:

1. Workers Compensation Insurance during the duration of the agreement for all its employees.
2. Commercial General Liability Insurance on an occurrence basis with limits of liability not less than \$2,000,000.00 per occurrence covering personal injury, bodily injury and property damage and including the following extensions:
 - a. Contractual Liability.
 - b. Products and completed operations.
 - c. Independent contractors coverage.
 - d. Broad form general liability extensions or equivalent.
3. Contractor's motor vehicle Insurance maintained during the duration of this agreement for all vehicles including no-fault coverages for all vehicles with limits of liability not less than \$2,000,000.00 per occurrence covering bodily injury and property damage.
4. Garage liability insurance with limits not less than \$2,000,000.00 per occurrence covering bodily injury and property damage.
5. Commercial general liability, motor vehicle liability insurance and garage liability insurance as described shall include an endorsement providing that the City of Fraser, its elected and appointed officials and employees are additional insureds primary and non-contributory.
6. Cancellation or non-renewal shall only occur upon 30 days advanced written notice of cancellation, non-renewal, reduction, or material change to City Clerk, City of Fraser.

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NON COLLUSION AFFIDAVIT

STATE OF MICHIGAN)

) ss

COUNTY OF MACOMB)

The undersigned as the duly authorized representative of the Contractor submitting the RFP, having been sworn, deposes and states as follows:

1. That I am a duly authorized representative of the Contractor and authorized to make these representations which I make from personal knowledge unless stated upon information and belief and which I believe to be true and accurate.
2. That no owner or employee of the Contractor has any business relationship of any kind, nor does any immediate family member have any business relationship of any kind with any elected city officer, commission or committee member, or employee of the city.
3. That no owner or employee or family member of Contractor has any ownership interest in any other Contractor submitting an RFP.
4. That no owner or employee of the Contractor has met with any other contractor for the purpose of discussing or revealing pricing which will be submitted in conjunction with the Request for Proposal submitted.

Further Deponent sayeth not.

Subscribed and sworn to before me
This ____ day of _____ 2015.

Notary Public
County of Macomb, State of Michigan
My commission expires: _____

INDIVIDUAL PRICING SHEET
CITY OF FRASER
TOWING AND STORAGE BID 2015

1. Name and address of Contractor:

2. Towing Charges:
 - A. Hook-up, no dolly or flatbed:

 - B. Dolly or flatbed:

 - C. Winching in excess of 50 feet required, additional charge:

 - D. Roll over charge:
3. Storage.
 - A. Storage rate per day:

INDEMNITY AGREEMENT

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

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

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

The Contractor assumes full responsibility for any vehicle and its contents during towing and storage. The Contractor agrees to hold harmless and indemnify the City against any claims for damage or loss to vehicles or contents. The Contractor agrees to procure and maintain insurance and bonding as specified in this Agreement. The Contractor maintains worker's compensation insurance and has provided certificate of insurance to the City prior to the time of entering into the Agreement for services. The Contractor has informed its insurer that the City shall receive thirty (30) days notice prior to cancellation of coverage and City shall be named as an added insured party to any policy.

Signature/Date _____

Contractor _____

This Agreement *must* be completed, signed and included in your proposal submission. Failure to do so may disqualify your proposal.

REFERENCES

List **AT LEAST THREE REFERENCES** (excluding City of Fraser) for whom you have provided towing services during the past year on a continuous basis:

1. Company or Municipality _____
 Contact Name _____
 Telephone Number _____
 E-Mail _____
2. Company or Municipality _____
 Contact Name _____
 Telephone Number _____
 E-Mail _____
3. Company or Municipality _____
 Contact Name _____
 Telephone Number _____
 E-Mail _____

Signature/Date _____

Contractor _____

This References form *must* be completed, signed and included in your proposal submission. Failure to do so may disqualify your RFP.

Contractor Contact Information

Company Name: _____

Company Address: _____

Company Phone Number: _____

Company Fax Number: _____

Contact Person: _____

Contact Phone Number: _____

Contact E-mail: _____

(This e-mail will be used for further notification for this RFP)

EQUIPMENT LIST

List equipment (type, condition, year, etc.) to be used in performing the Agreement, if so awarded (see Section III. Paragraphs D-5, D-15 and D-16). If the space below is insufficient, list separately and attach to your proposal. All wreckers will need to be licensed as required by any applicable City Ordinance.

Required Wreckers

1. Flatbed (Light Duty): ___ Own ___ Lease ___ Will Acquire
Year/Make/Model: _____ VIN: _____
Miscellaneous: _____
2. Flatbed (Light Duty): ___ Own ___ Lease ___ Will Acquire
Year/Make/Model: _____ VIN: _____
Miscellaneous: _____
3. Flatbed (Light Duty): ___ Own ___ Lease ___ Will Acquire
Year/Make/Model: _____ VIN: _____
Miscellaneous: _____
4. Flatbed (Light Duty): ___ Own ___ Lease ___ Will Acquire
Year/Make/Model: _____ VIN: _____
Miscellaneous: _____
5. Medium Duty Wrecker: ___ Own ___ Lease ___ Will Acquire
Year/Make/Model: _____ VIN: _____
Miscellaneous: _____
6. Heavy Duty Wrecker: ___ Own ___ Lease ___ Will Acquire
Year/Make/Model: _____ VIN: _____
Miscellaneous: _____

Signature/Date _____

CONTRACTOR _____