



AMENDED

A G E N D A

CITY COMMISSION MEETING

Tuesday, January 20, 2015

7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Announcements, Acknowledgments and Communications and Reports, including Quarterly Department Head Reports.

Presentation of Proclamation to the Military Order of The Purple Heart Designating the City of Mount Clemens “A Purple Heart City”.

Presentation by Naheed Huq from Southeast Michigan Council of Governments (SEMCOG) Regarding Strategic Planning.

5. Adoption of Agenda.
6. Public Participation.
7. Administrative Response to Issues or Questions Raised During Previous Meetings.
8. Approval of Minutes.
9. General Business.

9-A - Request Approval of the Sale of the Vacant City Owned Lot at 95 Inches.

9-B - Commission Approval in Support of a Strategic Planning Process.

9-C - Approve Purchases and Payment of Invoices.

10. Consent Agenda.

10-A - Appointments to Boards, Committees and Commissions.

- Appointment of Catherine Anderson to the Beautification Advisory Committee.
- Appointment of Grant Anderson to the Beautification Advisory Committee.

10-B - Commission Approval of Resolution for Blanket Permit for General Road Maintenance for Macomb County Department of Roads.

10-C - City Commission Approval of the Fiscal Year (FY) 2015 Specialized Services Operating Assistance Program Third-Party Contract between Suburban Mobility Authority for Regional Transportation (SMART) and the City of Mount Clemens.

10-D - Request Approval to Hold the 5th Annual Macomb Health and Fitness Foundation "Let's Move Festival of Races" on April 24 and April 25, 2015.

11. City Manager's Report.

12. Commissioners' Comments.

13. Adjournment.

The City of Mount Clemens will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon one week-notice to the City of Mount Clemens. Individuals with disabilities requiring auxiliary aids should contact the City of Mount Clemens by writing or calling the following:

City Clerk's Office
One Crocker Boulevard
Mount Clemens, Michigan 48043
586.469.6818, Extension 310
911 - TDD

CITY COMMISSION MEETING

**County of Macomb
State of Michigan**

**January 5, 2015
Commission Chambers**

A regular meeting of the Mount Clemens City Commission was held on Monday, January 5, 2015, at 7:00 p.m. The meeting was held in the Commission Chambers of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Barb Dempsey and Commissioners Gary Blash, Roger Bunton, Ronald Campbell, Lois Hill, and Denise Mentzer. Commissioner Joseph Rheker was absent. Also in attendance were Steven Brown, City Manager; Michael Murray, City Attorney; and Lisa Borgacz, City Clerk.

The meeting was called to order at 7:00 p.m.

Commissioner Blash made a motion, supported by Commissioner Bunton, to excuse Commissioner Rheker due to his absence from the community. The motion passed unanimously.

ANNOUNCEMENTS, ACKNOWLEDGEMENTS, COMMUNICATIONS AND REPORTS WERE ADDRESSED, ITEM 4.

THE ADOPTION OF THE AGENDA WAS CONSIDERED, ITEM 5.

Commissioner Bunton made a motion, supported by Commissioner Campbell, to amend the agenda as follows:

Agenda Item 9-A, Request Approval of the Sale of the Vacant City Owned Lot at 95 Inches, was postponed to the January 20, 2015 City Commission Meeting. The motion passed unanimously.

Commissioner Hill made a motion, supported by Commissioner Bunton, to approve the agenda as amended. The motion passed unanimously.

PUBLIC PARTICIPATION WAS CONDUCTED, ITEM 6.

ADMINISTRATIVE RESPONSE TO ISSUES OR QUESTIONS RAISED DURING PREVIOUS MEETINGS WERE RECEIVED, ITEM 7.

APPROVAL OF MINUTES WAS CONSIDERED, ITEM 8.

Commissioner Blash made a motion, supported by Commissioner Hill, to approve the minutes of the City Commission Work Session of December 15, 2014 and the Regular meeting of December 15, 2014, as presented. The motion passed unanimously.

APPROVAL OF PURCHASES AND THE PAYMENT OF INVOICES WERE CONSIDERED, ITEM 9-B.

Commissioner Hill made a motion, supported by Commissioner Bunton, to approve purchases and payment of invoices as presented. The motion passed unanimously.

January 5, 2015

THE CONSENT AGENDA WAS CONSIDERED, ITEM 10.

Commissioner Campbell made a motion, supported by Commissioner Mentzer, to approve the consent agenda as presented:

In Item 10-A, a request for a resolution honoring Mount Clemens Public Library's 150th anniversary was approved.

The motion passed unanimously.

THE CITY MANAGER'S REPORT WAS GIVEN, ITEM 11.

COMMISSIONERS' COMMENTS WERE RECEIVED, ITEM 12.

EXECUTIVE SESSION WAS CONDUCTED, ITEM 13.

Commissioner Hill made a motion, supported by Commissioner Bunton, to enter into executive session at 7:30 p.m. The motion passed unanimously.

Commissioner Blash made a motion, supported by Commissioner Bunton, to adjourn executive session and return to the regular meeting at 8:17 p.m. The motion passed unanimously.

Commissioner Blash made a motion, supported by Commissioner Bunton, to adjourn the meeting. The motion passed unanimously.

The meeting was adjourned at 8:18 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lisa Borgacz, City Clerk

January 5, 2015

EXPLANATION OF AGENDA – January 20, 2014

Agenda Item No. 9-A

Request Approval of the Sale of the Vacant City Owned Lot at 95 Inches

City Administration is recommending that the attached draft of the purchase agreement in the amount of \$5,000.00 be approved for the sale of the City owned lot at 95 Inches. After paying the required contractual commissions, the City will net \$3,000.00 from this sale, and the property will be placed back on the tax roll.

The sale of this property would be contingent upon the City retaining an easement for access across 95 Inches to the landlocked property located at Parcel # 05-11-14-458-022.

SUBMITTED BY: Brian L. Tingley
Community Development Director

RECOMMENDED MOTION: Move to approve the sale of the City owned lot at 95 Inches, contingent upon the City retaining an easement for access across 95 Inches to the landlocked property located at Parcel # 05-11-14-458-022; and authorize the Mayor and Clerk to sign the necessary documents as approved by the City Attorney.



Excel

PURCHASE AGREEMENT

MLS# 214064039

DATE 12/09/14

Table with listing and selling broker information, including names, agent IDs, office IDs, and emails.

1. PROPERTY DESCRIPTION: The undersigned Buyer hereby offers and agrees to purchase Property located in Michigan, City/Township/Village of Mount Clemens County of Macomb Tax ID# 1114458006

Property described above shall include all available sub surface and mineral rights, all fixtures, improvements and appurtenances now in or on Property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, all window treatments and hardware, attached mirrors, hard-wired telephone system and instruments designed for the system, television antennae, satellite dishes (if owned) and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door openers and transmitters, water softeners and security systems (if owned), mailboxes, fences, fireplace inserts, doors, screens, gas logs, grates, gas attachments and equipment, attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments, and

Items specifically excluded in the Listing Agreement or MLS publication must be listed hereafter, or they will be deemed included in the sale:

2. PRICE: Buyer agrees to pay the sum of Five Thousand Dollars (\$ 5,000.00) in consideration for which Seller will provide a warranty deed subject to existing building and use restrictions and easements and rights of way of record.

3. METHOD OF PAYMENT: All money must be paid in U.S. funds by cashier's check, wired funds, or such other funds acceptable to the closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)

- A. CASH SALE. Delivery of the Warranty Deed conveying marketable title and payment of the purchase price.
B. CASH SALE WITH NEW MORTGAGE. Agreement contingent upon Buyer securing a mortgage, not contingent upon sale or closing of other assets, in the amount of \$ and paying \$ down plus mortgage costs, prepaid items, adjustments and flood insurance (if required) by lender.

C. SALE BY LAND CONTRACT/MORTGAGE ASSUMPTION/SELLER FINANCING. (See appropriate land contract financing addendum attached and made a part hereof.)

4. EARNEST MONEY DEPOSIT: Buyer is depositing with broker \$ 1,000.00 in the form of a check, money order, cashier's check or certified funds. An additional sum of \$.00 shall be deposited within 0 calendar days of acceptance by Seller, making the total earnest money deposit \$ 1000.00. Total sums deposited will be deemed the Earnest Money Deposit to be held in accordance with the laws of the State of Michigan and applied to the purchase price at closing.

5. ACKNOWLEDGEMENT OF EARNEST MONEY DEPOSIT: Received by WEICHERT REALTORS-EXCEL HANK MENDEZ/JANINE GRILLO Agent Signature

6. CLOSING: Subject to all conditions herein, closing shall take place on or before 01/30/15 at Listing Office or other mutually agreed-upon location. Seller shall pay all state and county transfer taxes and other costs required to convey clear title. Buyer shall not be deemed in default of this Agreement for any delay beyond the agreed upon

SJD Buyer(s) Initials

Seller(s) Initials



closing date due to reasons associated with Truth in Lending and/or federal disclosure requirements related to Buyer's Good Faith Estimate.

7. **POSSESSION:** Seller shall deliver possession to Buyer at closing or by 12:00 Noon 0 days after closing (closing to apply if no choice is made.) If possession is not delivered at closing, from and including day of closing, through date of vacating property, SELLER SHALL PAY the sum of \$.00 per day. Designated escrow agent shall retain from amount due Seller the sum of 1 ½ times daily fee, times total days for occupancy. Designated escrow agent shall disburse occupancy fee due Buyer every 30 days, upon written request from Buyer. Seller shall be entitled to any unused portion of occupancy fee as determined by date Property is vacated and keys surrendered to Buyer Listing Broker Selling Broker. Seller is legally obligated to deliver possession as specified herein. If Seller FAILS to deliver possession as specified herein, Seller shall pay TWICE the daily occupancy fee per day and may be liable for cost of eviction, actual attorney fees, damages and other costs incurred by Buyer in obtaining possession and collecting any amount due. Brokers have no obligation, implied or otherwise, as to condition of premises or for seeing that premises are vacated on date specified.
8. **AVAILABILITY OF HOME PROTECTION PLANS:** Buyer and Seller acknowledge having been advised of availability of home protection plans.
9. **SEWER AND WATER CHARGES:** Seller agrees to pay for all sewer and water charges to date of CLOSING POSSESSION (possession will apply if no choice has been made.) Designated escrow agent shall retain from amount due Seller at closing \$300.00, or more if needed for final water and sewer charges. After water and sewer bills are verified paid, any unused portion shall be returned to Seller.
10. **TITLE EVIDENCE AND SURVEY:** Seller agrees to order title insurance upon acceptance of offer and to furnish Buyer a commitment of Title Insurance to be issued without standard exceptions. Buyer to secure and pay for a survey, if required by the title company to remove the standard exceptions. After closing, a Policy of Title Insurance, at seller's sole cost, without standard exceptions will be issued in the amount of purchase price, bearing date of closing or later guaranteeing title in condition required for performance of Agreement. **Title Commitment shall be "marked up" at closing insuring through date of recording.**
- Title Insurance has been recommended by the real estate broker(s).
11. **TITLE OBJECTIONS:** If objection to title is made, based upon written notice that title is not in the marketable condition required for performance hereunder, Seller shall have 30 calendar days from date notified in writing of particular defects claimed, to either: (a) remedy title; or (b) obtain title insurance satisfactory to Buyer. Buyer agrees to complete sale within 10 calendar days of written notification that the title has been remedied or by date specified in this Agreement if later. If Seller is unable or unwilling to remedy title within time specified, Buyer will waive requirement in writing within 10 calendar days of written notification thereof, or Agreement may be declared null and void at Buyer's option.
12. **TAXES:** All property taxes due and payable on or before date of closing shall be paid by Seller. Current taxes shall be prorated and adjusted as of date of closing in accordance with due date of municipality or taxing unit(s) in which Property is located. Buyer acknowledges that Property taxes are subject to change. If taxes are not paid in advance, see addendum made a part hereof. Seller shall pay transfer taxes and other costs required to convey title. Buyer shall pay all costs for recording the warranty deed.
13. **ASSESSMENTS:** Seller shall discharge in full all public authority charges confirmed by municipality or taxing unit(s) (special assessments, water, sewer, paving charges, etc.) which are currently due and payable. Buyer is responsible for other assessments including, but not limited to, capital and lateral charges (assessed, but value not yet determined) which are confirmed and become due and payable after closing.
14. **CONDOMINIUM/HOMEOWNERS ASSOCIATION ASSESSMENTS:** Current dues shall be prorated to date of closing. Any delinquent condominium/homeowner association dues/assessments/liens shall be paid by Seller at closing. Any and all dues/assessments/liens confirmed and becoming due and payable after closing will be paid by Buyer. (See Condominium Addendum made a part hereof if applicable)
15. **MAINTENANCE OF PROPERTY:** Seller is responsible for keeping Property in substantially the same condition as of date of Agreement. Seller is responsible to maintain grounds and keep all systems in working order until Property is vacated and keys are surrendered by Seller except for conditions disclosed in Seller's Disclosure Statement or conditions discovered by Buyer as part of inspections. In the event Property has been winterized, it shall be the obligation and expense of Seller to de-winterize Property prior to closing. Seller agrees to leave Property broom-clean and free of debris and personal property.
16. **UTILITIES:** Seller shall order final billings on all utilities (gas, electric, etc.) as of the day of possession and Seller shall pay final billings. Seller shall not direct any utilities to be disconnected. Buyer agrees to inform all utility companies of ownership and to assume and pay all billings from day of taking possession.
17. **RISK OF LOSS:** Seller is responsible for any damage to the Property, except for normal wear and tear until the closing or possession, whichever is later.. If there is damage that Seller is unable or unwilling to repair or to arrange and pay to be repaired, Buyer has the option to cancel this Agreement and the Earnest Money Deposit shall be immediately refunded to Buyer or Buyer

S.D.
Buyer(s) Initials

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MLS # 214064039

Seller(s) Initials

can proceed with the closing and deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property and assume the responsibility for the repair, thereby releasing Seller.

18. **SELLER'S DISCLOSURE STATEMENT:** (initial only one).

Buyer(s) Initials

SD

A With Disclosure: Buyer has, prior to writing this offer, received Seller's Disclosure Statement.

B Without Disclosure: All Parties understand that Seller's Disclosure Statement was not available at time this offer was written. Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's Acceptance of this offer pursuant to Public Act 92 of 1993.

19. **LEAD-BASED PAINT DISCLOSURE/INSPECTION:** (For residential housing built prior to 1978)

A. _____ Buyer acknowledges that prior to signing this Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Statement.
Buyer's Initials

B. _____ Buyer shall have a _____ day opportunity after date of Agreement to conduct an inspection of Property for presence of lead-based paint and/or lead-based hazards. (Federal regulations require a 10 day or other mutually agreed upon period of time.) If Buyer is not satisfied with results of this inspection, upon notice of Buyer to Seller within this period, Agreement shall be terminated and Earnest Money Deposit shall be refunded to Buyer.
Buyer's Initials

C. _____ Buyer hereby waives an opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.
Buyer's Initials

20. **DEFAULT:**

A. **BUYER:** In the event Buyer fails to fulfill obligations set forth herein or fails to close this transaction in the time and manner provided, Seller may elect to enforce the terms hereof, declare the sale void, and retain Earnest Money Deposit (per paragraph 4) as liquidated damages and/or seek all available legal or equitable remedies.

B. **SELLER:** In the event Seller fails to fulfill obligations set forth herein or fails to close this transaction in the time and manner provided, Buyer may elect to enforce terms herein, declare sale void, be entitled to refund of Earnest Money Deposit (per paragraph 4), and/or seek all available legal or equitable remedies.

21. **FEES:** Buyer agrees to pay closing fees charged by lender and/or title company and a compliance/transaction fee of \$ 195.00 payable to Selling Broker at closing.

22. **TIME LIMIT:** Buyer is making this offer valid until _____ AM PM on _____ or until withdrawn in writing.

23. **ADDITIONAL DOCUMENTS ATTACHED:** The Seller's Disclosure Statement, Lead Based Paint Disclosure, Agency Relationship Disclosure, plus the following checked items are also attached hereto.

- | | | |
|--|--|--|
| <input type="checkbox"/> FHA/VA Addendum | <input type="checkbox"/> Unplatted Land Addendum | <input type="checkbox"/> Contingency Sales Agreement |
| <input type="checkbox"/> Swimming Pool Addendum | <input type="checkbox"/> Private Road Addendum | <input type="checkbox"/> Condominium Addendum |
| <input type="checkbox"/> Additional (General) Conditions | <input type="checkbox"/> Well & Septic Addendum | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Financing Addendum | <input type="checkbox"/> Vacant Land Addendum | <input type="checkbox"/> _____ |

24. **FLOOD INSURANCE:** Buyer may, at his expense, obtain a Floodplain Certification within _____ calendar days from the date of Seller's acceptance of this Agreement. If the Certification discloses that the property is in a Special Flood Hazard Area, Buyer may notify Seller, in writing, within _____ days from the date of the Certification that Buyer declares this Agreement null and void and the deposit shall be returned to the Buyer. Failure to notify Seller that the property is in a Special Flood Hazard Area within this same time period shall constitute a waiver of Buyer's right to terminate the Agreement under this paragraph and Buyer agrees to obtain a policy of flood insurance if required to do so by the mortgage lender.

25. **WELL AND SEPTIC SYSTEM INSPECTION:** See attached addendum made a part hereof, if applicable.

26. **PROPERTY INSPECTION/DUE DILIGENCE CONTINGENCY:** Note: Inspections required by FHA, VA, lenders, or municipalities are not made for, nor should they be relied upon by, Buyer. Broker(s) recommend that Buyer conduct independent private inspection(s) of property at Buyer's expense. Due diligence may include, but is not limited to, any inspection(s) or research deemed necessary by Buyer, including: structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys or infestation. To ensure intended use of premises it is recommended that Buyer research: square footage; building and use restrictions; easements; ordinances; regulations; school district; and/or property tax status. If Buyer **DOES NOT** notify Seller, in writing, within 0 calendar days from date of final acceptance of Agreement that Buyer is dissatisfied with results of due diligence, Agreement shall be binding without regard to

SD
Buyer(s) Initials

MLS # 214064039

Seller(s) Initials

inspection(s). If Buyer notifies Seller, in writing and within specified time, that, in Buyer's sole judgment, Buyer is dissatisfied with results of due diligence, Buyer shall do one, or a combination, of the following within the contingency period stated above.

- A. Present to Seller an amendment for mutual agreement that cites a list of repairs and/or conditions to be remedied.
- B. Present to Seller an amendment for mutual agreement with a credit to be applied against the purchase price, and/or a price reduction, in full satisfaction of inspection contingency.
- C. Present to Seller a Notice of Dissatisfaction with due diligence which shall render Agreement null and void, in which case Seller agrees to authorize Broker to return all earnest monies to Buyer.
- D. In the event Seller and Buyer are unable to reach an Agreement to Buyer's proposals made under A or B, Buyer shall either elect to proceed with transaction by waiving this contingency in writing, or declare Agreement void by election of C within 3 calendar days of receipt of Seller's written responses to A or B above.

Buyer: Does _____
Buyer Initials

Does Not SD _____ desire to have Property Inspection.
Buyer Initials

- 27. **LIABILITY OF BUYER FOR DAMAGE:** Buyer shall be solely responsible for any and all damage to Property as a result of any and all inspection(s) of Property authorized by or conducted by Buyer. Buyer shall pay for any and all necessary repairs to restore Property to its condition prior to inspection(s) or shall reimburse Seller for actual cost of such restoration.
- 28. **MUNICIPAL INSPECTIONS:** If a municipal inspection and/or certification of premises are required by local ordinance, state or federal law, or Buyer's lending institution, Seller agrees to pay for inspections. Seller agrees to complete any and all repairs required by municipality, provided repairs do not exceed \$_____. If Seller does not complete all repairs required by municipality, Buyer may assume the additional costs to complete repairs, or Buyer may declare this Agreement void.
- 29. **BUYER ACCEPTANCE OF CONDITION: AS IS CONDITION –** By closing this transaction, Buyer shall be deemed to have accepted the Property in "AS IS" condition and it shall be deemed by closing this transaction that Buyer is satisfied with the condition of the Property.
- 30. **TIME FOR LEGAL ACTION:** Buyer and Seller agree that any legal action against either party or against Broker(s) or their agents related to the condition of the Property or arising out of the provisions of this Agreement or any services rendered or not rendered must be brought within the shorter of (a) the time provided by law, or (b) one (1) year after the Closing, or be forever barred.
- 31. **SHOWINGS:** Seller agrees not to allow the Property to be shown after the inspection contingency is removed or has expired.
- 32. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** If the sale price of the Property exceeds \$300,000.00, the parties to this Agreement will be bound by FIRPTA requirements and must complete the addendum for FIRPTA.
- 33. This is a legal and binding document, and both Buyer and Seller acknowledge that they have been advised to consult an attorney to protect their interests in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial adviser.
- 34. **DISCLAIMER OF BROKER(S) AND RELEASE:** Broker(s) and Broker(s)' agents specifically disclaim responsibility for the condition of Property and/or for performance of Agreement by the parties. Parties acknowledge that they are not relying on any representation or warranties that may have been made other than those in writing, and the parties waive and release and relinquish any and all claims or causes of action against the Broker(s), their officers, directors, employees and/or their agents for the condition of the Property or the performance of this Agreement by the parties. Broker(s) and its agents are not experts in the areas of law, tax, financing, surveying, structural conditions, hazardous conditions, or engineering, and Buyer acknowledges that Buyer has been advised to seek professional advice from experts in these areas.
- 35. **FINAL WALK-THROUGH PRIOR TO CLOSING:** Buyer reserves the right to walk through Property within 48 hours prior to closing to determine whether terms of Agreement have been met.
- 36. **ENTIRE AGREEMENT:** This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties and no oral representations or statements shall be considered a part hereof.
- 37. **TIME IS OF THE ESSENCE:** Buyer and Seller understand that no extensions of time limits contained herein are expected or agreed to unless specified in writing and signed by both Buyer and Seller. Time is of the essence.
- 38. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind the personal representatives, administrators, successors and assigns of the parties.
- 39. **FACSIMILE/ELECTRONIC AUTHORITY:** As an Alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this agreement and/or any written notice of communication in connection with the agreement may be delivered to the Seller in care of the Listing Agent and the Buyer in care of the Seller Agent via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to the Listing Agent from which

SD
Buyer(s) Initials

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MLS # _____ 214064039 _____

Seller(s) Initials

Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling Agent from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party. All electronic means of signature or Initials by any party must be accompanied with a certificate.

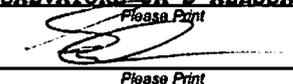
40. **MISCELLANEOUS:**

- A. **Amendment:** The parties agree that this Agreement may not be altered, amended, modified, or otherwise changed, except by a duly executed written agreement between the parties.
- B. **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- C. **Grammar and Syntax:** The grammar and syntax used in this Agreement shall be construed to give proper meaning and consistency to its content. Thus, "or" means "and/or," the singular may be construed to include the plural, the plural the singular, and the use of any gender or tense may be construed to include all genders and tenses.
- D. **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Michigan, the state in which the Property is located.

41. **OTHER TERMS AND CONDITIONS:**

BUYER SIGNATURE AND ACKNOWLEDGMENT OF RECEIPT: Buyer hereby makes this offer with terms and conditions contained herein and acknowledges receiving a copy of this Agreement.

BUYER SALVATORE JA D'ALESSANDRO BUYER 
Please Print *Signature*

BUYER  BUYER _____
Please Print *Signature*

WITNESS _____ DATE _____
 JANINE GRILLO

SELLER SIGNATURE: Seller hereby agrees to terms and conditions contained herein. Seller acknowledges receiving a copy of this Agreement.

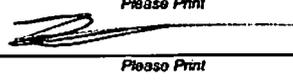
SELLER _____ SELLER _____
Please Print *Signature*

SELLER _____ SELLER _____
Please Print *Signature*

WITNESS _____ DATE _____

BUYER ACKNOWLEDGMENT OF ACCEPTANCE: Buyer's signature below acknowledges receipt of Seller's signed acceptance of this Agreement and constitutes a final acceptance of Seller's counteroffer (if any changes were made by the Seller, thereby making this Agreement a counteroffer).

BUYER SALVATORE JA D'ALESSANDRO BUYER 
Please Print *Signature*

BUYER  BUYER _____
Please Print *Signature*

WITNESS _____ DATE _____

DISCLAIMER: This form is provided as a service of the Greater Metropolitan Association of REALTORS® to its members. Those who use this form are expected to review both the form and details of this particular transaction to ensure that each provision of this form is appropriate for this transaction. The Greater Metropolitan Association of REALTORS® is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

MLS # 214064039



SELLER'S DISCLOSURE STATEMENT FOR VACANT LAND ONLY



Note: This Disclosure Statement is for vacant land only. Sellers of residential property must use the form required under the Seller Disclosure Act, MCL 565.951; MSA 26.1286(51) (MAR FORM H).

SIZE AND LOCATION OF PROPERTY: _____

~~EXEMPT CITY OWNED~~

~~EXEMPT CITY OWNED~~

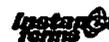
PURPOSE OF STATEMENT: This disclosure statement contains information concerning the Property known by Seller. Unless otherwise advised, the Seller does not possess any expertise concerning soil conditions, zoning and other land use regulations, environmental conditions or related matters. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THE TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS THE BUYER MAY WISH TO OBTAIN.

SELLER'S DISCLOSURE: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller hereby specifically makes the following representations based on the Seller's knowledge at the time of signing this document. The Seller authorizes its agent to provide a copy of this statement to any prospective buyer in connection with the Property. The following representations are made solely by the Seller and are not the representations of the Seller's agent.

INSTRUCTIONS TO THE SELLER: (1) complete this form yourself; (2) fill in all blanks; (3) report known conditions affecting the Property; (4) if some items do not apply to your Property, write N/A (not applicable); (5) if you don't know the answer to a particular question, check unknown; and (6) attach additional pages with your signature if additional space is required.

1. HAS THE PROPERTY BEEN SURVEYED?
YES _____ NO _____
(A) IF SO, IS A COPY AVAILABLE?
YES _____ NO _____
2. IS SELLER AWARE OF ANY PRIOR PROPERTY DIVISIONS OR SPLITS INVOLVING THIS PROPERTY SINCE MARCH 31, 1997?
YES _____ NO _____
3. ZONING CLASSIFICATION OF PROPERTY:
KNOWN (COMPLETE) _____ UNKNOWN _____
4. IS SELLER AWARE OF ANY ENCROACHMENTS, EASEMENTS, ZONING VIOLATIONS OR NON-CONFORMING USES?
YES _____ NO _____
5. IS SELLER AWARE OF ANY MINERAL RIGHTS IN THE PROPERTY HELD BY ANY PERSON OR ENTITY OTHER THAN THE SELLER?
YES _____ NO _____
6. IS SELLER AWARE OF ANY FLOODING, DRAINAGE OR GRADING PROBLEMS?
YES _____ NO _____
7. HAS PROPERTY EVER BEEN SUBJECT TO FEDERAL, STATE OR LOCAL EASEMENT?
YES _____ NO _____
(A) IF SO, IS A COPY AVAILABLE?
YES _____ NO _____
8. IS SELLER AWARE OF ANY UNDERGROUND STORAGE TANKS EITHER PRESENTLY ON THE PROPERTY OR WHICH HAVE BEEN PREVIOUSLY REMOVED FROM THE PROPERTY?
YES _____ NO _____
9. IS SELLER AWARE OF ANY GROUND WATER CONTAMINATION?
YES _____ NO _____
10. IS SELLER AWARE OF ANY OTHER ENVIRONMENTAL CONTAMINATION TO THE PROPERTY?
YES _____ NO _____

~~EXEMPT CITY OWNED~~



11. HAS SELLER RECEIVED NOTICE OF ANY ENVIRONMENTAL REGULATION OR ENVIRONMENTAL CONDITION (SUCH AS A WETLAND DETERMINATION) WHICH WOULD PROHIBIT OR RESTRICT USE OF THE PROPERTY?

YES _____ NO _____

If the answer to any of the above questions is yes, or if there is any other material information that the Buyer should be aware of, please explain:

EXEMPT CITY OWNED

Seller certifies that the information contained in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

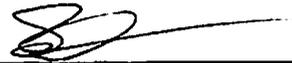
The Seller has owned the property since _____ (date) and makes representation only since that date. If prior to closing, the Seller becomes aware that any of the information contained in this disclosure form is incorrect, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker or the Broker's Agent liable for any representations not directly made by the Broker or Broker's Agent.

SELLER(S):

~~_____ **EXEMPT CITY OWNED** _____~~
DATE: _____

BUYER HAS READ AND ACKNOWLEDGES RECEIPT OF THIS STATEMENT.

BUYER(S):



DATE: _____


DATE: _____

DISCLAIMER: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate to the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Military Relocation Professional

February 3, 2015 9:00 a.m. - 4:30 p.m.

GMAR: 20 Oak Hollow, Suite 100, Southfield, MI 48033



REQUIREMENTS:

Be in good standing with NAR

Complete the one-day Military Relocation Professional (MRP) Certification Core Course.

Complete 2 one-hour webinars:

- VA Home Purchase Financing & Options for Disabled Service Members and Veterans
- VA Compromise Sale

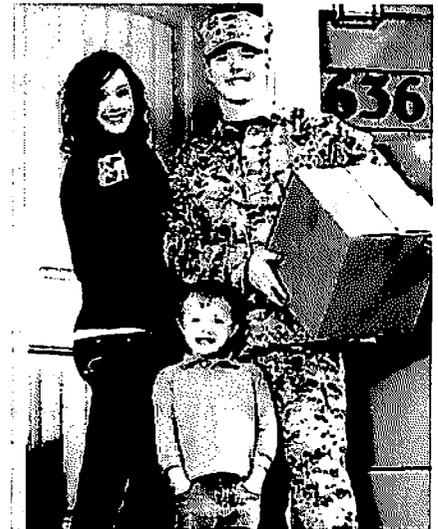
Submit an application, including payment of the \$195 application fee to NAR.

Bonus!

The Military Relocation Professional Certification Core course is an approved elective for the Accredited Buyer's Representative (ABR®) designation.

When military staff and their families relocate, the services of a real estate professional who understands their needs and timetables makes the transfer easier, faster, and less stressful. This certification focuses on educating real estate professionals about working with current and former military service members to find the housing solutions that best suit their needs and take full advantage of military benefits and support.

Learn how to provide the real estate services—at any stage in the service member's military career—that meet the needs of this niche market and win future referrals. Hone in your knowledge and skills for working with active duty military buyers and sellers, as well as veterans with the NAR's Military Relocation Professional Certification.



Approved for 8-standard Continuing Education Credits (M1693)

Certification Course Fees:

*MemberMax/EduPass

FREE!**

Please fax completed form to:
(248) 478-3150

GMAR Members:
\$99.00

Non-Members:
\$119.00

Call (248) 478-1700

Online www.GMARonline.com
Email: Vickey@GMARonline.com

ATTENTION GMAR MEMBERS:

←You may be able to take this course for FREE*!

Name: _____ License #: _____

Office: _____ Phone: _____

Email: _____

Visa MasterCard Discover: _____

Edu-Pass™ / Member-Max™ Expiration Date: _____

Signature: _____

Subject to seating availability. Newly licensed members are not eligible to attend designation courses included with the MemberMax- and/or EduPass -program during the first 6-months of membership

LIMITED SEATING AVAILABLE!



One Crocker Boulevard
Mount Clemens, Michigan 48043
Phone: 586-468-6818 • Fax: 586-469-7695
www.cityofmountclemens.com

COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: January 12, 2015
TO: The Honorable Mayor Barb Dempsey and All City Commissioners
FROM: Brian Tingley, Community Development Director 
RE: **Sale of Vacant City-Owned Lot at 95 Inches**

The City has owned 95 Inches since 2005, when it was acquired from the County as a tax-reverted property.

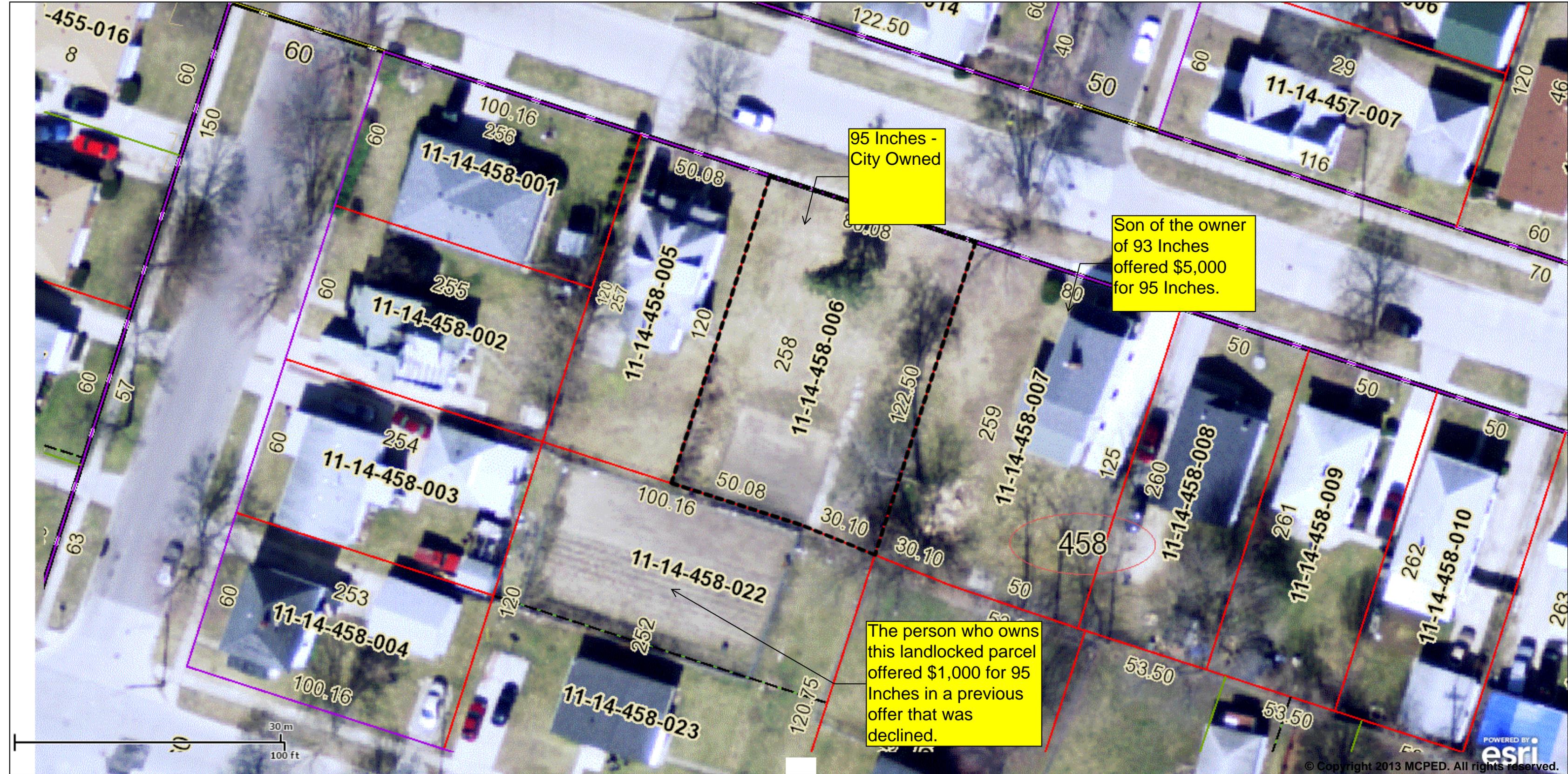
South and adjacent to 95 Inches is an unbuildable, landlocked parcel.

In July of this year, the City received an offer of \$1,000.00 from the son of the owner of this landlocked parcel. This offer was not brought to the City Commission as it would have resulted in the City owing \$1,000.00 in commissions at closing. That offer is enclosed.

The \$5,000.00 offer that is under review by the City Commission is from the son of the owner of 93 Inches, which is also adjacent to 95 Inches. Please see the enclosed email.

95 Inches is assessed with a True Cash Value of \$25,044 and was listed for \$8,500. Please see the enclosed Brokers Price Opinion. It is a buildable lot, and the offer is in line with the \$4,000 offer that was accepted by the City Commission for the sale of 120 Clemens in March of 2014.

City Administration is recommending that the sale of this property be contingent upon the City retaining an easement for access across 95 Inches to the landlocked property



PURCHASE AGREEMENT



MLS#

LISTING BROKER WEICHERT REALTORS EXCEL
LISTING AGENT J.GRILLO/MENDEZ
AGENT ID # OFFICE ID 307564
PHONE 588-323-7000

SELLING BROKER WEICHERT REALTORS EXCEL
SELLING AGENT J.GRILLO/MENDEZ
AGENT ID # OFFICE ID 307564
PHONE 588-323-7000

1. PROPERTY DESCRIPTION: The undersigned Buyer hereby offers and agrees to purchase property located in Michigan, City/Township/Village of MOUNT CLEMENS County of MACOMB Tax ID# 11-14-459-006
Legal description RIVER ACRES SUBDIVISION URBAN RENEWAL REPLAT LOT 258.
Also commonly known as 95 INCHES STREET Street Address Zip 48043

Property described above shall include all available sub surface and mineral rights, all fixtures, improvements and appurtenances now in or on property, including all built-in appliances/equipment, shelving, cabinets, all lighting fixtures, ceiling fans, attached carpeting, all window treatments and hardware, attached mirrors, telephone system and instruments designed for system, television antennae, satellite dishes (if owned) and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door openers and transmitters, water softeners and security systems (if owned), mailboxes, fences, fireplace inserts, doors, screens, gas logs, grates, gas attachments and equipment, attached humidifiers, all landscaping, fuel in tanks, central vacuum and attachments, and

Seller shall provide a bill of sale for all including personal property at closing. Exclusions specified in listing contract that are NOT specifically excluded herein shall be included in this sale.

2. PRICE: Buyer agrees to pay the sum of ONE THOUSAND Dollars (\$ 1,000.00) in consideration for which Seller will provide a warranty deed subject to existing building and use restrictions and easements and rights of way of record.

3. METHOD OF PAYMENT: All money must be paid in U.S. funds by certified, cashiers or a licensed title company check acceptable to closing agent. Sale shall be completed by the following method: (Mark only the box that applies.)

[X] A. CASH SALE.

[] B. CASH SALE WITH NEW MORTGAGE. Agreement contingent upon Buyer securing a mortgage, not contingent upon sale or closing of other assets, in the amount of \$ and paying \$ down plus mortgage costs, prepaid items, adjustments and flood insurance (if required) by lender. Buyer agrees to apply for such mortgage within calendar days from final acceptance of this Agreement at Buyer's own expense. If a mortgage commitment conditioned only upon marketable title and satisfactory survey (if required) is not delivered to Listing Broker within calendar days from date of Agreement, Listing Broker shall be notified immediately and Seller may declare Agreement void. Buyer further agrees that in connection with said application to lender, Buyer will promptly comply with lender's request for true and accurate information required to process loan application.

[] C. SALE TO EXISTING FINANCING, LAND CONTRACT OR PURCHASE MONEY MORTGAGE. (See appropriate finance addendum attached and made a part hereof.)

4. EARNEST MONEY: Buyer is tendering with offer \$ 1,000 in the form of a check. An additional \$ 0 shall be deposited within 0 calendar days of final acceptance making total earnest monies on deposit \$ 1,000. All monies shall be deposited by Broker/escrow agent in accordance with rules and regulations of the State of Michigan and applied to purchase price at closing. Earnest monies shall be disbursed ONLY in accordance with either: (a.) the terms hereof; (b.) a fully executed mutual release; or (c.) upon order of appropriate authority. If offer made is not accepted by Seller, earnest monies shall be returned to Buyer.

5. ACKNOWLEDGMENT OF EARNEST MONEY DEPOSIT: Received by: WEICHERT REALTORS EXCEL

JANINE GRILLO/MANK MENDEZ Agent Signature
Company Name

6. CLOSING: Subject to all conditions herein, closing shall take place on 08/11/2014 at Listing Office or otherwise mutually agreed location. Date

7. POSSESSION: Seller shall deliver possession to Buyer [X] at closing or [] within days after closing (closing to apply if no choice is made.) If possession is not delivered at closing, from and including day of closing, through date of vacating property, SELLER SHALL PAY the sum of \$ per day. Designated escrow agent shall retain from amount due Seller the sum of 1 1/2 times daily fee, times total days for said occupancy. Designated escrow agent shall disburse occupancy fee due Buyer every 30 days, upon written request from Buyer. Seller shall be entitled to any unused portion of occupancy fee as determined by date property is vacated and keys surrendered to [] Buyer [] Listing Broker [] Selling Broker. Seller is legally

Buyer(s) initials

Seller(s) initials



obligated to deliver possession as specified herein. If Seller FAILS to deliver possession as specified herein, Seller shall pay TWICE the daily occupancy fee per day and may be liable for cost of eviction, actual attorney fees, damages and other costs incurred by Buyer in obtaining possession and collecting any amount due. Brokers have no obligation, implied or otherwise, as to condition of premises or for seeing that premises are vacated on date specified.

8. **AVAILABILITY OF HOME PROTECTION PLANS:** Buyer and Seller acknowledge having been advised of availability of home protection plans.
9. **SEWER AND WATER CHARGES:** Seller agrees to pay for all sewer and water charges to date of CLOSING POSSESSION (possession will apply if no choice has been made.) Designated escrow agent shall retain from amount due Seller at closing \$300.00, or more if needed for final water and sewer charges. After water and sewer bills are verified paid, any unused portion shall be returned to Seller.
10. **TITLE EVIDENCE AND SURVEY:** Seller agrees to order title insurance within fourteen (14) calendar days of acceptance of offer and to furnish Buyer a Commitment of Title Insurance to be issued without standard exceptions. Buyer to secure and pay for a survey, if required. After closing, a Policy of Title Insurance without standard exceptions will be issued in the amount of purchase price, bearing date of closing or later guaranteeing title in condition required for performance of Agreement. Title Commitment shall be "marked up" at closing insuring through date of recording.
11. **TITLE OBJECTIONS:** If objection to title is made, based upon written notice that title is not in marketable condition required for performance hereunder, Seller shall have 30 calendar days from date notified in writing of particular defects claimed, to either: (a.) remedy title; or (b.) obtain title insurance satisfactory to Buyer. Buyer agrees to complete sale within 10 calendar days of written notification or by date specified if later. If Seller is unable or unwilling to remedy title within time specified, Buyer will waive requirement in writing within 10 calendar days of written notification thereof, or Agreement may become null and void at Buyer's option.
12. **PROPERTY TAXES:** All property taxes due and payable on or before date of closing shall be paid by Seller. Current taxes shall be prorated and adjusted as of date of closing in accordance with due date of municipality or taxing unit(s) in which property is located. Buyer acknowledges that property taxes are subject to change. If taxes are not paid in advance, see addendum made a part hereof.
13. **ASSESSMENTS:** Seller shall discharge in full all public authority charges confirmed by said municipality or taxing unit(s) (special assessments, water, sewer, paving charges, etc.) which are currently due and payable. Buyer is responsible for other assessments including, but not limited to, capital and lateral charges (assessed, but value not yet determined) which are confirmed and become due and payable after closing.
14. **CONDOMINIUM/HOMEOWNERS ASSOCIATION ASSESSMENTS:** Current dues shall be prorated to date of closing. Any delinquent condominium/homeowner association dues/assessments/liens shall be paid by Seller at closing. Any and all dues/assessments/liens confirmed and becoming due and payable after closing will be paid by Buyer. (See Condominium Addendum made a part hereof if applicable)
15. **MAINTENANCE OF PROPERTY:** Seller is responsible to keep property in substantially the same condition as of date of Agreement. Seller is responsible to maintain grounds and keep all systems in working order until property is vacated and keys are surrendered by Seller except for conditions disclosed in Seller's Disclosure Statement or conditions discovered by Buyer as part of inspections. In the event property has been winterized, it shall be the obligation and expense of Seller to de-winterize property prior to closing. Seller agrees to leave property broom-clean and free of debris and personal property.
16. **RISK OF LOSS:** If loss or damage to property occurs before closing for any reason (including, but not limited to, fire, vandalism or acts of God) risk of loss shall be on Seller. If property is destroyed or substantially damaged before closing, at Buyer's option, this Agreement may become null and void, or Buyer may accept property and take assignment of insurance proceeds as available.
17. **DISCLAIMER OF BROKER(S):** Broker(s) and Salesperson(s) specifically disclaim responsibility for condition of property and/or for performance of Agreement by the parties. Parties acknowledge that they are not relying on any representation or warranties that may have been made other than those in writing.
18. **FINAL WALK-THROUGH PRIOR TO CLOSING:** Buyer reserves right to walk through property within 48 hours prior to closing to determine whether terms of Agreement have been met.
19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Buyer and Seller. No agreement shall be binding except those in writing and signed by all parties involved. Prior negotiations and verbal agreements will not be binding.
20. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind executors, administrators, successors and assigns of the parties.
21. **FACSIMILE/ELECTRONIC AUTHORITY:** Parties agree that this offer, any counteroffer or acceptance, may be delivered by use of facsimile/electronic authority with signatures, and that initials and modifications shall be deemed valid and binding upon the parties as if original signatures.
22. **TIME IS OF THE ESSENCE:** Buyer and Seller understand that no extensions of time limits contained herein are expected or agreed to unless specified in writing and signed by both Buyer and Seller. Time is of the essence.

(X) S B
Buyer(s) Initials

Page 2 of 4

Seller(s) Initials

23. **SELLER'S DISCLOSURE STATEMENT:** (Initial only one.)

Buyer(s) Initials

SB

A. With Disclosure: Buyer has, prior to writing this offer, received Seller's Disclosure Statement.

B. Without Disclosure: All Parties understand that Seller's Disclosure Statement was not available at time this offer was written. Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer pursuant to Public Act 92 of 1993.

24. **DEFAULT:**

A. BUYER: In the event Buyer fails to fulfill obligations set forth herein or fails to close this transaction by time and manner provided, Seller may elect to enforce terms herein, declare sale void, retain deposit (per Paragraph 4), and/or seek available legal or equitable remedies.

B. SELLER: In the event Seller fails to fulfill obligations set forth herein or fails to close this transaction by time and manner provided, Buyer may elect to enforce terms herein, declare sale void, be entitled to refund of deposit (per Paragraph 4), and/or seek available legal or equitable remedies.

25. **FEES:** Buyer agrees to pay closing fees charged by lender and/or title company and a compliance/transaction fee of \$ _____ payable to Selling Broker at closing. Seller shall pay transfer fees and other costs required to convey title.

26. **TIME LIMIT:** Buyer is making this offer valid until 5:00 AM PM on July 15, 2014 or until withdrawn in writing.

27. **COUNTEROFFER:** In the event Seller makes any written changes to terms and conditions herein, such changes, if initialed and Seller Acceptance executed, shall constitute a counteroffer by Seller to Buyer, which shall remain valid until 5:00 AM PM on July 21, 2014. Acceptance of counteroffer by Buyer occurs when Buyer initials each change, signs Buyer Acknowledgement of Acceptance (bottom line), and delivers notice to Seller by time stipulated above.

28. **ADDITIONAL DOCUMENTS ATTACHED:** The Seller's Disclosure Statement, Lead Based Paint Disclosure, Agency Relationship Disclosure, plus the following checked items are also attached hereto and made a part hereof.

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> FHAVA Addendum | <input type="checkbox"/> Unplatted Land Addendum | <input type="checkbox"/> Contingency Sales Agreement | <input type="checkbox"/> Swimming Pool Addendum |
| <input type="checkbox"/> For Your Protection Get An Inspection | <input type="checkbox"/> Private Road Addendum | <input type="checkbox"/> Condominium Addendum | <input type="checkbox"/> Additional (General) Conditions |
| <input type="checkbox"/> Well & Septic Addendum | <input type="checkbox"/> Financing Addendum | <input type="checkbox"/> Vacant Land Addendum | <input type="checkbox"/> _____ |

29. **WELL AND SEPTIC SYSTEM INSPECTION:** See attached addendum made a part hereof, if applicable.

30. **INSPECTION CONTINGENCY:** Broker(s) recommend that Buyer conduct independent private inspection(s) of property at Buyer's expense. Due diligence may include, but is not limited to, any inspection(s) or research deemed necessary by Buyer, including: structural integrity, condition of mechanical systems, environmental status, health or safety conditions, surveys or infestation. To ensure intended use of premises it is recommended that Buyer research: square footage; building and use restrictions; easements; ordinances; regulations; school district; and/or property tax status. If Buyer **DOES NOT** notify Seller, in writing, within 15 calendar days from date of final acceptance of Agreement that Buyer is dissatisfied with results of due diligence, Agreement shall be binding without regard to said inspection(s). If Buyer notifies Seller, in writing and within specified time, that, in Buyer's sole judgment, Buyer is dissatisfied with results of due diligence, Buyer shall do one, or a combination, of the following within the contingency period stated above.

- A. Present to Seller an amendment for mutual agreement that cites a list of repairs and/or conditions to be remedied.
- B. Present to Seller an amendment for mutual agreement with a credit to be applied against the purchase price, and/or a price reduction, in full satisfaction of inspection contingency.
- C. Present to Seller a Notice of Dissatisfaction with due diligence which shall render Agreement null and void, in which case Seller agrees to authorize Broker to return all earnest monies to Buyer.
- D. In the event Seller and Buyer are unable to reach an Agreement to Buyer's proposals made under A or B, Buyer shall either elect to proceed with transaction by waiving this contingency in writing, or declare Agreement void by election of C within 3 calendar days of receipt of Seller's written response to A or B above.

Buyer: Does _____ Does Not SB desire to have Property Inspection.
Buyer Initials Buyer Initials

31. **MUNICIPAL INSPECTIONS:** If a municipal inspection and/or certification of premises are required by local ordinance, State or Federal law, or Buyer's lending institution, Seller agrees to pay for said inspections. Seller agrees to complete any and all repairs required by municipality, provided repairs not exceed \$ _____. Buyer may assume additional costs or declare Agreement void.

SB
Buyer(s) Initials

Seller(s) Initials





SELLER'S DISCLOSURE STATEMENT FOR VACANT LAND ONLY



Note: This Disclosure Statement is for vacant land only. Sellers of residential property must use the form required under the Seller Disclosure Act, MCL 565.951; MSA 26.1286(51) (MAR FORM II).

SIZE AND LOCATION OF PROPERTY: _____

EXEMPT CITY OWNED

EXEMPT CITY OWNED

PURPOSE OF STATEMENT: This disclosure statement contains information concerning the Property known by Seller. Unless otherwise advised, the Seller does not possess any expertise concerning soil conditions, zoning and other land use regulations, environmental conditions or related matters. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THE TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS THE BUYER MAY WISH TO OBTAIN.

SELLER'S DISCLOSURE: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller hereby specifically makes the following representations based on the Seller's knowledge at the time of signing this document. The Seller authorizes its agent to provide a copy of this statement to any prospective buyer in connection with the Property. The following representations are made solely by the Seller and are not the representations of the Seller's agent.

INSTRUCTIONS TO THE SELLER: (1) complete this form yourself; (2) fill in all blanks; (3) report known conditions affecting the Property; (4) if some items do not apply to your Property, write N/A (not applicable); (5) if you don't know the answer to a particular question, check unknown; and (6) attach additional pages with your signature if additional space is required.

1. HAS THE PROPERTY BEEN SURVEYED?
YES _____ NO _____

(A) IF SO, IS A COPY AVAILABLE?
YES _____ NO _____

2. IS SELLER AWARE OF ANY PRIOR PROPERTY DIVISIONS OR SPLITS INVOLVING THIS PROPERTY SINCE MARCH 31, 1997?
YES _____ NO _____

3. ZONING CLASSIFICATION OF PROPERTY:
KNOWN (COMPLETE) _____ UNKNOWN _____

4. IS SELLER AWARE OF ANY ENCROACHMENTS, EASEMENTS, ZONING VIOLATIONS OR NON-CONFORMING USES?
YES _____ NO _____

5. IS SELLER AWARE OF ANY MINERAL RIGHTS IN THE PROPERTY HELD BY ANY PERSON OR ENTITY OTHER THAN THE SELLER?
YES _____ NO _____

6. IS SELLER AWARE OF ANY FLOODING, DRAINAGE OR GRADING PROBLEMS?
YES _____ NO _____

7. HAS PROPERTY BEEN SUBJECT TO FEDERAL, STATE OR LOCAL TAXES?
YES _____ NO _____

(A) IF SO, IS A COPY AVAILABLE?
YES _____ NO _____

8. IS SELLER AWARE OF ANY UNDERGROUND STORAGE TANKS EITHER PRESENTLY ON THE PROPERTY OR WHICH HAVE BEEN PREVIOUSLY REMOVED FROM THE PROPERTY?
YES _____ NO _____

9. IS SELLER AWARE OF ANY GROUND WATER CONTAMINATION?
YES _____ NO _____

10. IS SELLER AWARE OF ANY OTHER ENVIRONMENTAL CONTAMINATION TO THE PROPERTY?
YES _____ NO _____

EXEMPT CITY OWNED

Handwritten initials 'X' and 'SB' in a circle, and 'Instant Terms' logo.

11. HAS SELLER RECEIVED NOTICE OF ANY ENVIRONMENTAL REGULATION OR ENVIRONMENTAL CONDITION (SUCH AS A WETLAND DETERMINATION) WHICH WOULD PROHIBIT OR RESTRICT USE OF THE PROPERTY?

YES _____ NO _____

If the answer to any of the above questions is yes, or if there is any other material information that the Buyer should be aware of, please explain:

EXEMPT CITY OWNED

Seller certifies that the information contained in this statement is true and correct to the best of the Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

The Seller has owned the property since _____ (date) and makes representation only since that date. If prior to closing, the Seller becomes aware that any of the information contained in this disclosure form is incorrect, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker or the Broker's Agent liable for any representations not directly made by the Broker or Broker's Agent.

SELLER(S):

~~EXEMPT CITY OWNED~~

DATE: _____

BUYER HAS READ AND ACKNOWLEDGES RECEIPT OF THIS STATEMENT.

BUYER(S):

 DATE: July 9, 2014

DATE: _____

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Brian Tingley

From: janinegrillo@comcast.net
Sent: Monday, December 29, 2014 1:29 PM
To: Brian Tingley
Subject: Re: 95 Inches St - Offer

Yes its the son buying it for mom who lives at 93 Inches

Thank You,

**Hank Mendez -
BROKER-OWNER
WEICHERT, REALTORS® - Excel
Office-586-323-7000
E-Fax-586-203-2455 www.HankMendez.com
[Like us on Facebook <-<-<-Click Here](#)**

From: "Brian Tingley" <BTingley@cityofmountclemens.com>
To: janinegrillo@comcast.net
Sent: Monday, December 22, 2014 3:46:22 PM
Subject: RE: 95 Inches St - Offer

Is the offer from a relative of the owner at 93 Inches? It looks like they have the same last name.

Brian Tingley, Community Development Director
City of Mount Clemens
One Crocker Boulevard, Mt. Clemens, MI 48043
www.cityofmountclemens.com
Main Line: 586-469-6818 x901
Fax: 586-469-6273

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Please consider the environment before printing this email.

From: janinegrillo@comcast.net [mailto:janinegrillo@comcast.net]
Sent: Monday, December 22, 2014 1:35 PM
To: Brian Tingley
Subject: Re: 95 Inches St - Offer

Hello,

We spoke with Mary and she is not interested in purchasing. She had requested we contact her son to see if he would be interested. We contacted her son multiple times and left plenty of messages without a response.

At this time, they are not interested in purchasing this parcel.

Thank you.

From: "Brian Tingley" <BTingley@cityofmountclemens.com>
To: hankrealtyexec@aol.com, "J Grillo" <janinegrillo@comcast.net>
Sent: Monday, December 15, 2014 8:36:12 AM
Subject: RE: 95 Inches St - Offer

That is correct.

Brian Tingley, Community Development Director
City of Mount Clemens
One Crocker Boulevard, Mt. Clemens, MI 48043
www.cityofmountclemens.com
Main Line: 586-469-6818 x901
Fax: 586-469-6273

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Please consider the environment before printing this email.

From: hankrealtyexec@aol.com [<mailto:hankrealtyexec@aol.com>]
Sent: Friday, December 12, 2014 5:46 PM
To: J Grillo; Brian Tingley
Subject: Re: 95 Inches St - Offer

Hi All

I believe that this purchaser is on the other side of this parcel

Thank You,
Hank Mendez
WEICHERT REALTORS-Excel
586-405-3333

----- Original message-----

From :
Date: Fri, Dec 12, 2014 5:42 PM
To: Tingley, Brian;
Cc: HANK;
Subject:Re: 95 Inches St - Offer

I will try contacting Mary first this Monday.

EXPLANATION OF CONSENT AGENDA – January 20, 2015

Agenda Item No. 9-B

Commission Approval in Support of a Strategic Planning Process

The Mount Clemens City Commission has requested information regarding strategic planning. Strategic planning is a very worthwhile process. Done well, it can provide a long-range plan for making investments, it can add efficiencies to day-to-day operations and it can guide legislative and administrative decision making in a way that maintains focus on the long range goals and objectives of our City.

At the meeting of January 20, 2015, the Southeast Michigan Council of Governments (SEMCOG) will present information to the City Commission regarding the service they can provide as a facilitator of a strategic planning process for the City. This strategic planning service is available as a benefit of SEMCOG membership and would be provided at zero cost to the City.

In order to move forward, SEMCOG requests that the City commits to a SEMCOG facilitated strategic planning process with a formal motion of the Commission.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: To direct the City Manager to engage SEMCOG as the facilitator of a strategic planning process for the City of Mount Clemens.

EXPLANATION OF AGENDA – January 20, 2015

Agenda Item No. 9-C

APPROVE PURCHASES AND PAYMENT OF INVOICES

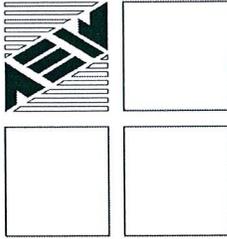
VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1. James P. Contracting, Inc. 67222 Van Dyke Washington, MI 48095	Crocker Street Paving PRIP (PRIORITY ROAD IMPROVEMENT PROGRAM) GRANT MONIES	Major Street Fund/ Construction/ Contractual Services- Crocker Street	202-44647-818001	\$903,488.38	\$1,180,000.00*

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1.Kramer & Murray, P.C. Ruggirello, Velardo, Novara, and Ver Beek, P.C. 65 Southbound Gratiot Mount Clemens, MI 48043	Legal services For the month of December, 2014.	General Fund/ Legal Services/ Legal Fees	101-26600-826000	\$8,590.50	\$81,754.55
		General Fund/ Legal Services/ Legal Fees-Labor	101-26600-826001	\$1,248.88	\$5,404.63
		Dial-A-Ride Fund/ Legal Fees	211-29000-826000	\$121.25	*
		Downtown Development Authority/ Legal Fees	248-69200-826000	\$151.56	\$409.06
		Water-Utilities Fund/ Commercial Activities/ Legal Fees	591-53703-826000	\$254.68	*
		Sanitation Fund/ Legal Fees	596-52100-826000	\$109.13	\$6,430.35

*Budget amendment to be made at a later date.

SUBMITTED BY: Marilyn Dluge, Finance Director/Treasurer

RECOMMENDED MOTION: Approve purchases and payment of invoices as presented.



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Civil Engineers • Surveyors • Architects 586-726-1234

January 8, 2015

Jeff Wood
Public Services Director
City of Mount Clemens
95 Eldredge Street
Mount Clemens, Michigan 48043

Reference: Crocker Boulevard HMA Resurfacing
Mount Clemens Bid No. 121401
AEW Project No. 0220-0060

Dear Mr. Wood:

We are forwarding herewith the tabulation of bids received on December 12, 2014 for the above referenced project. Five bids were received and the low bidder is James P. Contracting, Inc., 67222 Van Dyke, Washington Twp., MI 48095, with a total bid amount of \$903,488.39.

This project is being fully funded with grant dollars under the Priority Road Investment Program. The available funding for engineering, material testing and construction under this grant is \$1,180,000.

James P. Contracting, Inc. has worked on several asphalt paving projects in the City of Mount Clemens and for other municipalities that we represent. We feel that they are a competent contractor who can perform this project in a professional and timely manner.

Therefore, based upon past experience working with James P. Contracting, Inc., the available funding and the necessity of completing this project, we recommend that the contract for the Crocker Boulevard HMA Resurfacing be awarded to James P. Contracting, Inc., 67222 Van Dyke, Washington Twp., MI 48095, with a total bid amount of \$903,488.39.

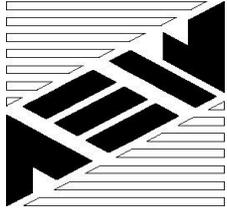
Sincerely,

Kyle M. Seidel, PE

Enclosure: Bid Tabulation,

cc: Terese Lucci, City of Mount Clemens Purchasing Assistant

m:\0220\0220-0060\corr\letters\recommendation.docx



TABULATION OF BIDS

City of Mount Clemens
Crocker Boulevard Resurfacing
BID NO. 121401
AEW PROJECT NO. 0220-0060

DATE: 12/19/2014
TIME: 9:00 AM

Prepared by: Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

VENDOR RANKING

<i>RANK</i>	<i>VENDOR NAME</i>		<i>TOTAL BID</i>
1	James P. Contracting Inc.	\$	903,488.38
2	Florence Cement Company	\$	1,038,544.14
3	Pro-Line Asphalt Paving Corp.	\$	1,038,960.50
4	Cadillac Asphalt LLC	\$	1,043,532.05
5	Ajax Paving Industries Inc.	\$	1,128,612.05



TABULATION OF BIDS

City of Mount Clemens
Crocker Boulevard Resurfacing
BID NO. 121401
AEW PROJECT NO. 0220-0060

James P. Contracting Inc.
67222 Van Dyke
Washington, MI 48095

Florence Cement Company
12585 23 Mile Rd
Shelby Township, MI 48315

Pro-Line Asphalt Paving Corp.
11797 29 Mile Rd.
Washington, MI 48095

Item No.	Description	Estimated		James P. Contracting Inc.		Florence Cement Company		Pro-Line Asphalt Paving Corp.	
		Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	Mobilization, Max. ____ 3%	1	LS	18,500.00	18,500.00	30,000.00	30,000.00	30,000.00	30,000.00
2.	Curb and Gutter, Rem	150	Ft	9.95	1,492.50	25.00	3,750.00	22.90	3,435.00
3.	Curb, Rem	200	Ft	9.25	1,850.00	33.00	6,600.00	18.30	3,660.00
4.	Pavt, Rem	176	Syd	12.25	2,156.00	13.00	2,288.00	33.10	5,825.60
5.	Sidewalk, Rem	730	Syd	5.50	4,015.00	11.00	8,030.00	12.60	9,198.00
6.	Project Cleanup	1	LS	10,400.00	10,400.00	2,500.00	2,500.00	5,546.50	5,546.50
7.	Dr Structure Cover, Adj, Case 1	65	Ea	435.00	28,275.00	485.00	31,525.00	520.00	33,800.00
8.	Dr Structure, Adj, Add Depth	33	Ft	215.00	7,095.00	200.00	6,600.00	150.00	4,950.00
9.	Dr Structure, Temp Lowering	65	Ea	220.00	14,300.00	400.00	26,000.00	420.00	27,300.00
10.	_ Dr Structure Cover, Catch Basin	29	Ea	330.00	9,570.00	330.00	9,570.00	346.50	10,048.50
11.	_ Dr Structure Cover, Manhole	21	Ea	360.00	7,560.00	360.00	7,560.00	378.00	7,938.00
12.	Pavt, Cleaning	1	LS	4,800.00	4,800.00	2,000.00	2,000.00	5,042.00	5,042.00
13.	Cold Milling HMA Surface	24910	Syd	1.20	29,892.00	3.00	74,730.00	3.00	74,730.00
14.	Joint and Crack, Cleanout	14210	Ft	0.85	12,078.50	0.50	7,105.00	2.80	39,788.00
15.	Pavt Joint and Crack Repr, Det 7	1500	Ft	5.00	7,500.00	4.50	6,750.00	5.50	8,250.00
16.	Hand Patching	100	Ton	130.00	13,000.00	165.00	16,500.00	183.50	18,350.00
17.	HMA, 4E1	2740	Ton	72.00	197,280.00	86.00	235,640.00	72.20	197,828.00
18.	HMA, 5E1	2055	Ton	79.30	162,961.50	92.00	189,060.00	81.90	168,304.50
19.	HMA Approach	275	Ton	109.50	30,112.50	170.00	46,750.00	154.00	42,350.00
20.	_ Geosynthetic Paving Fabric	24910	Syd	3.50	87,185.00	3.50	87,185.00	3.40	84,694.00
21.	Joint, Contraction, Crg	45	Ft	15.45	695.25	9.50	427.50	15.10	679.50
22.	Lane Tie, Epoxy Anchored	185	Ea	10.30	1,905.50	6.50	1,202.50	10.10	1,868.50
23.	Pavt Repr, Nonreinf Conc, 8 inch	71	Syd	51.50	3,656.50	56.20	3,990.20	65.60	4,657.60
24.	Pavt Repr, Rem	126	Syd	21.50	2,709.00	27.00	3,402.00	41.20	5,191.20
25.	Membrane, Preformed Waterproofing	9300	Sft	3.30	30,690.00	2.75	25,575.00	2.00	18,600.00
26.	Patching Mortar or Conc	25	Cft	115.00	2,875.00	210.00	5,250.00	45.60	1,140.00
27.	Deck Joint, Rem	184	Ft	78.00	14,352.00	25.00	4,600.00	25.20	4,636.80



TABULATION OF BIDS

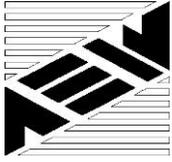
City of Mount Clemens
 Crocker Boulevard Resurfacing
 BID NO. 121401
 AEW PROJECT NO. 0220-0060

James P. Contracting Inc.
 67222 Van Dyke
 Washington, MI 48095

Florence Cement Company
 12585 23 Mile Rd
 Shelby Township, MI 48315

Pro-Line Asphalt Paving Corp.
 11797 29 Mile Rd.
 Washington, MI 48095

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
28.	_ Expansion Joint System, Asphaltic Plug	184	Ft	228.00	41,952.00	120.00	22,080.00	167.00	30,728.00
29.	Driveway, Nonreinf Conc, 7 inch	42	Syd	43.25	1,816.50	57.00	2,394.00	55.50	2,331.00
30.	Driveway, Nonreinf Conc, 8 inch	64	Syd	45.50	2,912.00	57.00	3,648.00	45.40	2,905.60
31.	Curb, Conc, Det E2	129	Ft	21.00	2,709.00	20.00	2,580.00	20.20	2,605.80
32.	Driveway Opening, Conc, Det M	125	Ft	22.70	2,837.50	16.50	2,062.50	30.30	3,787.50
33.	_ Conc Curb Cap, Patching	68	Ft	32.50	2,210.00	35.00	2,380.00	27.90	1,897.20
34.	_ Conc Curb Cap, Patching, Special	500	Ft	24.75	12,375.00	32.00	16,000.00	21.90	10,950.00
35.	Detectable Warning Surface	296	Ft	57.00	16,872.00	32.00	9,472.00	35.30	10,448.80
36.	Sidewalk Ramp, Conc, 4 inch	4020	Sft	5.15	20,703.00	7.70	30,954.00	6.30	25,326.00
37.	Sidewalk Ramp, Conc, 6 inch	1755	Sft	7.50	13,162.50	8.80	15,444.00	7.10	12,460.50
38.	Sidewalk, Conc, 4 inch	760	Sft	4.15	3,154.00	6.30	4,788.00	4.50	3,420.00
39.	Band, Sign	10	Ea	41.20	412.00	40.00	400.00	50.40	504.00
40.	Post, Steel, 2 lb	960	Ft	4.60	4,416.00	4.50	4,320.00	9.10	8,736.00
41.	Sign, Type III, Erect, Salv	10	Ea	51.50	515.00	50.00	500.00	45.40	454.00
42.	Sign, Type III, Rem	58	Ea	10.50	609.00	10.00	580.00	5.00	290.00
43.	Sign, Type IIIA	65	Sft	15.40	1,001.00	14.95	971.75	14.60	949.00
44.	Sign, Type IIIB	108	Sft	15.40	1,663.20	14.95	1,614.60	14.10	1,522.80
45.	_ Sign, Type IIIA, Special	41	Sft	18.50	758.50	17.95	735.95	17.10	701.10
46.	Pavt Mrkg, Waterborne, 4 inch, White	69	Ft	0.40	27.60	0.38	26.22	0.40	27.60
47.	Pavt Mrkg, Waterborne, 4 inch, Yellow	9465	Ft	0.40	3,786.00	0.38	3,596.70	0.40	3,786.00
48.	Pavt Mrkg, Waterborne, 6 inch, White	410	Ft	0.50	205.00	0.47	192.70	0.60	246.00
49.	Pavt Mrkg, Waterborne, 8 inch, White	294	Ft	0.70	205.80	0.65	191.10	0.80	235.20
50.	Pavt Mrkg, Waterborne, 2nd Application, 4 inch, White	69	Ft	0.10	6.90	0.10	6.90	0.10	6.90
51.	Pavt Mrkg, Waterborne, 2nd Application, 4 inch, Yellow	9465	Ft	0.10	946.50	0.10	946.50	0.10	946.50



TABULATION OF BIDS

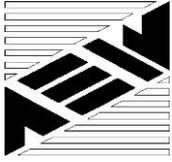
City of Mount Clemens
 Crocker Boulevard Resurfacing
 BID NO. 121401
 AEW PROJECT NO. 0220-0060

James P. Contracting Inc.
 67222 Van Dyke
 Washington, MI 48095

Florence Cement Company
 12585 23 Mile Rd
 Shelby Township, MI 48315

Pro-Line Asphalt Paving Corp.
 11797 29 Mile Rd.
 Washington, MI 48095

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
52.	Pavt Mrkg, Waterborne, 2nd Application, 6 inch, White	410	Ft	0.15	61.50	0.12	49.20	0.10	41.00
53.	Pavt Mrkg, Waterborne, 2nd Application, 8 inch, White	294	Ft	0.15	44.10	0.15	44.10	0.20	58.80
54.	Pavt Mrkg, Waterborne, 12 inch, Cross Hatching, White	165	Ft	2.75	453.75	2.65	437.25	3.10	511.50
55.	Pavt Mrkg, Waterborne, 12 inch, Cross Hatching, Yellow	120	Ft	2.75	330.00	2.65	318.00	3.10	372.00
56.	Pavt Mrkg, Waterborne, 12 inch, Stop Bar	210	Ft	2.75	577.50	2.65	556.50	3.10	651.00
57.	Pavt Mrkg, Waterborne, 18 inch, Stop Bar	39	Ft	4.35	169.65	4.25	165.75	4.90	191.10
58.	Pavt Mrkg, Waterborne, 2nd Application, 12 inch, Cross Hatching, White	165	Ft	0.90	148.50	0.85	140.25	1.00	165.00
59.	Pavt Mrkg, Waterborne, 2nd Application, 12 inch, Cross Hatching, Yellow	120	Ft	0.90	108.00	0.85	102.00	1.00	120.00
60.	Pavt Mrkg, Waterborne, 2nd Application, 12 inch, Stop Bar	210	Ft	0.90	189.00	0.85	178.50	1.00	210.00
61.	Pavt Mrkg, Waterborne, 2nd Application, 18 inch, Stop Bar	39	Ft	1.30	50.70	1.25	48.75	1.50	58.50
62.	Pavt Mrkg, Waterborne, 2nd Application, 6 inch, Crosswalk	1340	Ft	1.30	1,742.00	1.25	1,675.00	1.50	2,010.00
63.	Pavt Mrkg, Waterborne, 6 inch, Crosswalk	1340	Ft	2.30	3,082.00	2.25	3,015.00	2.60	3,484.00
64.	Pavt Mrkg, Waterborne, 2nd Application, Lt Turn Arrow Sym	1	Ea	36.00	36.00	35.00	35.00	40.70	40.70
65.	Pavt Mrkg, Waterborne, 2nd Application, Only	5	Ea	41.00	205.00	40.00	200.00	46.50	232.50



TABULATION OF BIDS

City of Mount Clemens
 Crocker Boulevard Resurfacing
 BID NO. 121401
 AEW PROJECT NO. 0220-0060

James P. Contracting Inc.
 67222 Van Dyke
 Washington, MI 48095

Florence Cement Company
 12585 23 Mile Rd
 Shelby Township, MI 48315

Pro-Line Asphalt Paving Corp.
 11797 29 Mile Rd.
 Washington, MI 48095

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
66.	Pavt Mrkg, Waterborne, 2nd Application, Rt Turn Arrow Sym	2	Ea	36.00	72.00	35.00	70.00	40.70	81.40
67.	Pavt Mrkg, Waterborne, 2nd Application, Thru Arrow Sym	2	Ea	56.00	112.00	55.00	110.00	63.90	127.80
68.	Pavt Mrkg, Waterborne, Lt Turn Arrow Sym	1	Ea	82.00	82.00	80.00	80.00	92.90	92.90
69.	Pavt Mrkg, Waterborne, Only	5	Ea	87.00	435.00	85.00	425.00	98.70	493.50
70.	Pavt Mrkg, Waterborne, Rt Turn Arrow Sym	2	Ea	82.00	164.00	80.00	160.00	92.90	185.80
71.	Pavt Mrkg, Waterborne, Thru Arrow Sym	2	Ea	77.25	154.50	75.00	150.00	87.10	174.20
72.	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	95	Ea	77.20	7,334.00	74.95	7,120.25	82.90	7,875.50
73.	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	95	Ea	0.01	0.95	0.01	0.95	1.00	95.00
74.	Channelizing Device, 42 inch, Furn	125	Ea	15.40	1,925.00	14.95	1,868.75	12.20	1,525.00
75.	Channelizing Device, 42 inch, Oper	125	Ea	0.01	1.25	0.01	1.25	0.60	75.00
76.	Lighted Arrow, Type B, Furn	2	Ea	403.00	806.00	395.00	790.00	606.00	1,212.00
77.	Lighted Arrow, Type B, Oper	2	Ea	0.01	0.02	0.02	0.04	127.50	255.00
78.	Minor Traf Devices	1	LS	5,000.00	5,000.00	8,000.00	8,000.00	1,512.50	1,512.50
79.	Pavt Mrkg, Type NR, Paint, 4 inch, White, Temp	2300	Ft	0.25	575.00	0.23	529.00	0.30	690.00
80.	Pavt Mrkg, Type NR, Paint, 4 inch, Yellow, Temp	28400	Ft	0.25	7,100.00	0.23	6,532.00	0.30	8,520.00
81.	Plastic Drum, High Intensity, Furn	100	Ea	15.40	1,540.00	14.95	1,495.00	14.00	1,400.00
82.	Plastic Drum, High Intensity, Oper	100	Ea	0.01	1.00	0.01	1.00	1.30	130.00
83.	Sign Cover	9	Ea	20.00	180.00	20.00	180.00	25.50	229.50



TABULATION OF BIDS

City of Mount Clemens
 Crocker Boulevard Resurfacing
 BID NO. 121401
 AEW PROJECT NO. 0220-0060

James P. Contracting Inc.
 67222 Van Dyke
 Washington, MI 48095

Florence Cement Company
 12585 23 Mile Rd
 Shelby Township, MI 48315

Pro-Line Asphalt Paving Corp.
 11797 29 Mile Rd.
 Washington, MI 48095

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
84.	Sign, Portable, Changeable Message, Furn	2	Ea	2,060.00	4,120.00	2,000.00	4,000.00	2,232.00	4,464.00
85.	Sign, Portable, Changeable Message, Oper	2	Ea	0.01	0.02	0.02	0.04	223.00	446.00
86.	Sign, Type A, Temp, Prismatic, Furn	48	Sft	5.10	244.80	4.95	237.60	7.70	369.60
87.	Sign, Type A, Temp, Prismatic, Oper	48	Sft	0.01	0.48	0.01	0.48	0.30	14.40
88.	Sign, Type B, Temp, Prismatic, Furn	1363	Sft	4.10	5,588.30	3.95	5,383.85	4.90	6,678.70
89.	Sign, Type B, Temp, Prismatic, Oper	1363	Sft	0.01	13.63	0.01	13.63	0.30	408.90
90.	Sign, Type B, Temp, Prismatic, Special, Furn	153	Sft	7.15	1,093.95	6.95	1,063.35	6.20	948.60
91.	Sign, Type B, Temp, Prismatic, Special, Oper	153	Sft	0.01	1.53	0.01	1.53	0.30	45.90
92.	Traffic Regulator Control	1	LS	1,100.00	1,100.00	4,100.00	4,100.00	30,253.00	30,253.00
93.	Gate Box, Adj, Temp, Case 1	7	Ea	217.00	1,519.00	350.00	2,450.00	367.50	2,572.50
94.	Gate Box, Adj, Case 1	7	Ea	390.00	2,730.00	350.00	2,450.00	367.50	2,572.50
95.	_ Gate Well, Adj, Add Depth	2	Ft	217.00	434.00	200.00	400.00	210.00	420.00
96.	_ Gate Well Cover	4	Ea	370.00	1,480.00	430.00	1,720.00	451.00	1,804.00
97.	_ Gate Well Cover, Adj, Case 1	4	Ea	420.00	1,680.00	485.00	1,940.00	509.00	2,036.00
98.	_ Comb Manhole Cover	15	Ea	370.00	5,550.00	450.00	6,750.00	472.00	7,080.00
99.	_ Gate Well, Temp Lowering	4	Ea	210.00	840.00	395.00	1,580.00	415.50	1,662.00
100.	_ Audio Visual Record of Construction Area	1	LS	2,250.00	2,250.00	1,500.00	1,500.00	1,286.00	1,286.00
TOTAL AMOUNT BID				\$	903,488.38	\$	1,038,544.14	\$	1,038,960.50

* CORRECTED BY ENGINEER

*

*



TABULATION OF BIDS

City of Mount Clemens
 Crocker Boulevard Resurfacing
 BID NO. 121401
 AEW PROJECT NO. 0220-0060

Cadillac Asphalt LLC
 12345 23 Mile Rd.
 Shelby Township, MI 48315

Ajax Paving Industries Inc.
 830 Kirts Blvd Suite 100
 Troy, MI 48084

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
1.	Mobilization, Max. ____ 3%	1	LS	30,000.00	30,000.00	32,000.00	32,000.00
2.	Curb and Gutter, Rem	150	Ft	20.00	3,000.00	20.00	3,000.00
3.	Curb, Rem	200	Ft	18.00	3,600.00	18.00	3,600.00
4.	Pavt, Rem	176	Syd	25.00	4,400.00	25.00	4,400.00
5.	Sidewalk, Rem	730	Syd	9.00	6,570.00	9.00	6,570.00
6.	Project Cleanup	1	LS	3,000.00	3,000.00	3,000.00	3,000.00
7.	Dr Structure Cover, Adj, Case 1	65	Ea	350.00	22,750.00	350.00	22,750.00
8.	Dr Structure, Adj, Add Depth	33	Ft	75.00	2,475.00	75.00	2,475.00
9.	Dr Structure, Temp Lowering	65	Ea	325.00	21,125.00	325.00	21,125.00
10.	_ Dr Structure Cover, Catch Basin	29	Ea	600.00	17,400.00	600.00	17,400.00
11.	_ Dr Structure Cover, Manhole	21	Ea	600.00	12,600.00	600.00	12,600.00
12.	Pavt, Cleaning	1	LS	500.00	500.00	100.00	100.00
13.	Cold Milling HMA Surface	24910	Syd	1.97	49,072.70	1.97	49,072.70
14.	Joint and Crack, Cleanout	14210	Ft	2.00	28,420.00	2.50	35,525.00
15.	Pavt Joint and Crack Repr, Det 7	1500	Ft	12.00	18,000.00	8.00	12,000.00
16.	Hand Patching	100	Ton	110.00	11,000.00	75.00	7,500.00
17.	HMA, 4E1	2740	Ton	74.00	202,760.00	73.00	200,020.00
18.	HMA, 5E1	2055	Ton	78.00	160,290.00	89.00	182,895.00
19.	HMA Approach	275	Ton	200.00	55,000.00	135.00	37,125.00
20.	_ Geosynthetic Paving Fabric	24910	Syd	3.37	83,946.70	3.37	83,946.70
21.	Joint, Contraction, Crg	45	Ft	9.75	438.75	9.75	438.75
22.	Lane Tie, Epoxy Anchored	185	Ea	10.00	1,850.00	10.00	1,850.00
23.	Pavt Repr, Nonreinf Conc, 8 inch	71	Syd	55.00	3,905.00	55.00	3,905.00
24.	Pavt Repr, Rem	126	Syd	45.00	5,670.00	45.00	5,670.00
25.	Membrane, Preformed Waterproofing	9300	Sft	3.50	32,550.00	4.00	37,200.00
26.	Patching Mortar or Conc	25	Cft	150.00	3,750.00	200.00	5,000.00
27.	Deck Joint, Rem	184	Ft	125.00	23,000.00	175.00	32,200.00



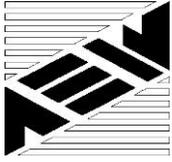
TABULATION OF BIDS

City of Mount Clemens
 Crocker Boulevard Resurfacing
 BID NO. 121401
 AEW PROJECT NO. 0220-0060

Cadillac Asphalt LLC
 12345 23 Mile Rd.
 Shelby Township, MI 48315

Ajax Paving Industries Inc.
 830 Kirts Blvd Suite 100
 Troy, MI 48084

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
28.	_ Expansion Joint System, Asphaltic Plug	184	Ft	175.00	32,200.00	250.00	46,000.00
29.	Driveway, Nonreinf Conc, 7 inch	42	Syd	45.00	1,890.00	45.00	1,890.00
30.	Driveway, Nonreinf Conc, 8 inch	64	Syd	55.00	3,520.00	55.00	3,520.00
31.	Curb, Conc, Det E2	129	Ft	25.00	3,225.00	25.00	3,225.00
32.	Driveway Opening, Conc, Det M	125	Ft	35.00	4,375.00	35.00	4,375.00
33.	_ Conc Curb Cap, Patching	68	Ft	25.00	1,700.00	25.00	1,700.00
34.	_ Conc Curb Cap, Patching, Special	500	Ft	30.00	15,000.00	30.00	15,000.00
35.	Detectable Warning Surface	296	Ft	40.00	11,840.00	40.00	11,840.00
36.	Sidewalk Ramp, Conc, 4 inch	4020	Sft	5.50	22,110.00	5.50	22,110.00
37.	Sidewalk Ramp, Conc, 6 inch	1755	Sft	6.50	11,407.50	6.50	11,407.50
38.	Sidewalk, Conc, 4 inch	760	Sft	4.25	3,230.00	4.25	3,230.00
39.	Band, Sign	10	Ea	40.00	400.00	40.00	400.00
40.	Post, Steel, 2 lb	960	Ft	4.50	4,320.00	4.50	4,320.00
41.	Sign, Type III, Erect, Salv	10	Ea	50.00	500.00	50.00	500.00
42.	Sign, Type III, Rem	58	Ea	10.00	580.00	10.00	580.00
43.	Sign, Type IIIA	65	Sft	14.95	971.75	14.95	971.75
44.	Sign, Type IIIB	108	Sft	14.95	1,614.60	14.95	1,614.60
45.	_ Sign, Type IIIA, Special	41	Sft	17.95	735.95	17.95	735.95
46.	Pavt Mrkg, Waterborne, 4 inch, White	69	Ft	0.38	26.22	0.38	26.22
47.	Pavt Mrkg, Waterborne, 4 inch, Yellow	9465	Ft	0.38	3,596.70	0.38	3,596.70
48.	Pavt Mrkg, Waterborne, 6 inch, White	410	Ft	0.47	192.70	0.47	192.70
49.	Pavt Mrkg, Waterborne, 8 inch, White	294	Ft	0.65	191.10	0.65	191.10
50.	Pavt Mrkg, Waterborne, 2nd Application, 4 inch, White	69	Ft	0.10	6.90	0.10	6.90
51.	Pavt Mrkg, Waterborne, 2nd Application, 4 inch, Yellow	9465	Ft	0.10	946.50	0.10	946.50



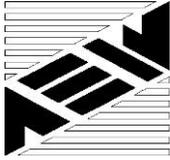
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Ajax Paving Industries Inc.
 830 Kirts Blvd Suite 100
 Troy, MI 48084

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
52.	Pavt Mrkg, Waterborne, 2nd Application, 6 inch, White	410	Ft	0.12	49.20	0.12	49.20
53.	Pavt Mrkg, Waterborne, 2nd Application, 8 inch, White	294	Ft	0.15	44.10	0.15	44.10
54.	Pavt Mrkg, Waterborne, 12 inch, Cross Hatching, White	165	Ft	2.65	437.25	2.65	437.25
55.	Pavt Mrkg, Waterborne, 12 inch, Cross Hatching, Yellow	120	Ft	2.65	318.00	2.65	318.00
56.	Pavt Mrkg, Waterborne, 12 inch, Stop Bar	210	Ft	2.65	556.50	2.65	556.50
57.	Pavt Mrkg, Waterborne, 18 inch, Stop Bar	39	Ft	4.25	165.75	4.25	165.75
58.	Pavt Mrkg, Waterborne, 2nd Application, 12 inch, Cross Hatching, White	165	Ft	0.85	140.25	0.85	140.25
59.	Pavt Mrkg, Waterborne, 2nd Application, 12 inch, Cross Hatching, Yellow	120	Ft	0.85	102.00	0.85	102.00
60.	Pavt Mrkg, Waterborne, 2nd Application, 12 inch, Stop Bar	210	Ft	0.85	178.50	0.85	178.50
61.	Pavt Mrkg, Waterborne, 2nd Application, 18 inch, Stop Bar	39	Ft	1.25	48.75	1.25	48.75
62.	Pavt Mrkg, Waterborne, 2nd Application, 6 inch, Crosswalk	1340	Ft	1.25	1,675.00	1.25	1,675.00
63.	Pavt Mrkg, Waterborne, 6 inch, Crosswalk	1340	Ft	2.25	3,015.00	2.25	3,015.00
64.	Pavt Mrkg, Waterborne, 2nd Application, Lt Turn Arrow Sym	1	Ea	35.00	35.00	35.00	35.00
65.	Pavt Mrkg, Waterborne, 2nd Application, Only	5	Ea	40.00	200.00	40.00	200.00



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Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
66.	Pavt Mrkg, Waterborne, 2nd Application, Rt Turn Arrow Sym	2	Ea	35.00	70.00	35.00	70.00
67.	Pavt Mrkg, Waterborne, 2nd Application, Thru Arrow Sym	2	Ea	55.00	110.00	55.00	110.00
68.	Pavt Mrkg, Waterborne, Lt Turn Arrow Sym	1	Ea	80.00	80.00	80.00	80.00
69.	Pavt Mrkg, Waterborne, Only	5	Ea	85.00	425.00	85.00	425.00
70.	Pavt Mrkg, Waterborne, Rt Turn Arrow Sym	2	Ea	80.00	160.00	80.00	160.00
71.	Pavt Mrkg, Waterborne, Thru Arrow Sym	2	Ea	75.00	150.00	75.00	150.00
72.	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	95	Ea	74.95	7,120.25	74.95	7,120.25
73.	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	95	Ea	0.01	0.95	0.01	0.95
74.	Channelizing Device, 42 inch, Furn	125	Ea	14.95	1,868.75	14.95	1,868.75
75.	Channelizing Device, 42 inch, Oper	125	Ea	0.01	1.25	0.01	1.25
76.	Lighted Arrow, Type B, Furn	2	Ea	395.00	790.00	395.00	790.00
77.	Lighted Arrow, Type B, Oper	2	Ea	0.01	0.02	0.01	0.02
78.	Minor Traf Devices	1	LS	50,400.00	50,400.00	50,000.00	50,000.00
79.	Pavt Mrkg, Type NR, Paint, 4 inch, White, Temp	2300	Ft	0.23	529.00	0.23	529.00
80.	Pavt Mrkg, Type NR, Paint, 4 inch, Yellow, Temp	28400	Ft	0.23	6,532.00	0.23	6,532.00
81.	Plastic Drum, High Intensity, Furn	100	Ea	14.95	1,495.00	14.95	1,495.00
82.	Plastic Drum, High Intensity, Oper	100	Ea	0.01	1.00	0.01	1.00
83.	Sign Cover	9	Ea	20.00	180.00	20.00	180.00



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 830 Kirts Blvd Suite 100
 Troy, MI 48084

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
84.	Sign, Portable, Changeable Message, Furn	2	Ea	2,000.00	4,000.00	2,000.00	4,000.00
85.	Sign, Portable, Changeable Message, Oper	2	Ea	0.01	0.02	0.01	0.02
86.	Sign, Type A, Temp, Prismatic, Furn	48	Sft	4.95	237.60	4.95	237.60
87.	Sign, Type A, Temp, Prismatic, Oper	48	Sft	0.01	0.48	0.01	0.48
88.	Sign, Type B, Temp, Prismatic, Furn	1363	Sft	3.95	5,383.85	3.95	5,383.85
89.	Sign, Type B, Temp, Prismatic, Oper	1363	Sft	0.01	13.63	0.01	13.63
90.	Sign, Type B, Temp, Prismatic, Special, Furn	153	Sft	6.95	1,063.35	6.95	1,063.35
91.	Sign, Type B, Temp, Prismatic, Special, Oper	153	Sft	0.01	1.53	0.01	1.53
92.	Traffic Regulator Control	1	LS	500.00	500.00	55,000.00	55,000.00
93.	Gate Box, Adj, Temp, Case 1	7	Ea	500.00	3,500.00	500.00	3,500.00
94.	Gate Box, Adj, Case 1	7	Ea	400.00	2,800.00	400.00	2,800.00
95.	_ Gate Well, Adj, Add Depth	2	Ft	75.00	150.00	75.00	150.00
96.	_ Gate Well Cover	4	Ea	600.00	2,400.00	600.00	2,400.00
97.	_ Gate Well Cover, Adj, Case 1	4	Ea	400.00	1,600.00	400.00	1,600.00
98.	_ Comb Manhole Cover	15	Ea	650.00	9,750.00	650.00	9,750.00
99.	_ Gate Well, Temp Lowering	4	Ea	575.00	2,300.00	575.00	2,300.00
100.	_ Audio Visual Record of Construction Area	1	LS	1,300.00	1,300.00	2,185.00	2,185.00
TOTAL AMOUNT BID				\$	1,043,532.05	\$	1,128,612.05

* CORRECTED BY ENGINEER

*

EXPLANATION OF CONSENT AGENDA – January 20, 2015

Agenda Item No. 10-A

Appointments to Boards, Committees and Commissions

Beautification Advisory Committee

Mayor recommends appointing Catherine Anderson to the Beautification Advisory Committee. This is for a 3-year term, which expires June 30, 2018.

Mayor recommends appointing Grant Anderson to the Beautification Advisory Committee. This is for a 3-year term, which expires June 30, 2018.

SUBMITTED BY: Barb Dempsey, Mayor

RECOMMENDED MOTION: To approve appointments as presented.

EXPLANATION OF CONSENT AGENDA – January 20, 2015

Agenda Item No. 10-B

Commission Approval of Resolution for Blanket Permit for General Road Maintenance for Macomb County Department of Roads

We have been notified by the Macomb County Department of Roads that they are in the process of updating their blanket permits issued to municipalities within Macomb County. This permit allows the City of Mount Clemens to make emergency repairs to our existing utilities, including sidewalks, located within the County right-of-way for the period beginning February 1, 2015 and ending February 1, 2019.

SUBMITTED BY: Steven M. Brown, City Manager

RECOMMENDED MOTION: To adopt the resolution for a blanket permit for general road maintenance within Macomb County right-of-way for the period beginning February 1, 2015 and ending February 1, 2019; and to authorize the City Manager to sign the application.



**CITY OF MOUNT CLEMENS RESOLUTION
BLANKET PERMIT FOR GENERAL ROAD MAINTENANCE**

Minutes of the regular meeting of the City Commission of Mount Clemens, County of Macomb, Michigan held in the City of Mount Clemens City Commission Chambers on January 20, 2015, at 7:00 p.m.

PRESENT:

ABSENT:

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

WHEREAS, the Macomb County Department of Roads is in the process of updating blanket maintenance permits issued to municipalities within Macomb County; and

WHEREAS, the Macomb County Department of Roads requires an updated resolution stating which persons are appointed to represent the City of Mount Clemens by signature on the permit application and such permit application is required before the City of Mount Clemens is authorized to contract for work within the right-of-way; and

WHEREAS, the City of Mount Clemens desires to remain authorized to make emergency repairs to its facilities within the Macomb County Department of Roads right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Mount Clemens, Macomb County, Michigan:

1. Until notification in writing is submitted to and acknowledged by the Macomb County Department of Roads that this resolution is rescinded or until the Macomb County Department of Roads sends notification in writing that this resolution is no longer acceptable, the City Manager of the City of Mount Clemens is empowered and authorized to make application to the Macomb County Department of Roads for any necessary permits to construct, operate, use and/or maintain within the right-of-way, or to close a County road on behalf of the City of Mount Clemens in the County of Macomb, State of Michigan.
2. That the City of Mount Clemens in the County of Macomb will faithfully fulfill all permit requirements and will indemnify and save harmless the Macomb County Department of Roads, elected and appointed officials, employees and volunteers from claims of every kind arising out of the operations authorized by any such permit or permits issued.

3. The City of Mount Clemens shall provide to the Macomb County Department of Roads the name of any contractor that will be making service taps and repairs and will advise of any changes to information relating to the contractor or any successor contractor.
4. Any and all resolutions in conflict herewith are repealed to the extent necessary to give full force and effect to the foregoing resolution.
5. This resolution is deemed severable should any provision, clause, sentence or word be deemed unenforceable, the remainder will be in full force and effect.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Adopted: January 20, 2015

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation,

By: _____
Barb Dempsey, Mayor

By: _____
Lisa M. Borgacz, City Clerk

**MACOMB COUNTY DEPARTMENT OF ROADS
117 S. GROESBECK HIGHWAY
MT. CLEMENS, MI 48043-0000
Phone: 586-463-8671
Fax: 586-463-4277**

APPLICATION AND PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN WITHIN THE RIGHT-OF-WAY; OR TO CLOSE A COUNTY ROAD. If a contractor is to perform the construction entailed in this application and permit, and is supplying the deposit, and bond, he will fill out the information block provided, and thereby assumes responsibility, along with the applicant, for any provisions of this application and permit which apply to him.

Application No. 45682
Permit No. 2014-000789
Date 11/06/2014

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CITY OF MT CLEMENS
ONE CROCKER BLVD
MT CLEMENS, MI 48043-0000

Signature _____
Title _____ Date _____

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BLANKET MAINTENANCE PERMIT
VARIOUS MACOMB COUNTY ROADS
CITY OF MOUNT CLEMENS
00000-0000

Signature _____
Title _____ Date _____

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Receipt No.
To Be Billed
Letter/Credit
Work Order No.

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Plans No
Insurance Yes
Retainer Letter False
Attachments False
Bond No.
Bond Amt.
Job BLANKET PERMIT

**3 WORKING DAYS
BEFORE YOU DIG - DIAL
(MISS DIG)
(TOLL FREE)
(800-482-7171)
OR DIAL 811**

Applicant and/or Contractor request a Permit for the purpose indicated in the attached plans and specifications at the following location:

City/Township Mount Clemens
Name of Road Various
Between

Project Annual Maint
Roadside
and

**For a Period Beginning 02/01/2015 and Ending 02/01/2019
and Agrees to the terms of this permit.**

BLANKET MAINTENANCE PERMIT - To allow municipal personnel to make service lead taps and emergency repairs to the existing utilities that are owned and operated by the applicant and installed in the county right of way. To be made by bore method only. If municipality has a yearly contract for said work, the company name and phone number shall be provided to the Macomb County Department of Roads for their records and shall be updated on a yearly basis.

**Sidewalk maintenance also included. NOTE: IN SOME CASES INSPECTION FEES COULD APPLY.

**Macomb County Department of Roads as the "Additional Insured" shall be on file at all times(minimum coverage \$1,000,000).

Recommended For Issuance:

(Investigator) Date _____

(Project/Traffic Engineer) Date _____

By 
GEORGE D MELISTAS

PERMITS & LOCAL ROADS ENGINEER

EXPLANATION OF CONSENT AGENDA – January 20, 2015

Agenda Item No. 10-C

City Commission Approval of the Fiscal Year (FY) 2015 Specialized Services Operating Assistance Program Third-Party Contract between Suburban Mobility Authority for Regional Transportation (SMART) and the City of Mount Clemens

Attached is the FY 2015 Specialized Services Operating Assistance Program Third-Party contract between SMART and the City of Mount Clemens. This contract is the same as the FY 2014 contract and has been reviewed by the City Attorney's office and the City's insurance carrier.

The contract outlines the obligation of funds from MDOT through SMART to provide public transportation services to persons with disabilities and senior citizens.

SUBMITTED BY: Jeffrey D. Wood, Public Services Director

RECOMMENDED MOTION: Approve the FY 2015 Specialized Services Operating Assistance Program Third-Party contract between SMART and the City of Mount Clemens as presented; and to authorize the execution of the contracts by the appropriate City officials.

**SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM
THIRD-PARTY CONTRACT**

THIS AGREEMENT is made and entered between the Suburban Mobility Authority For Regional Transportation (hereinafter referred to as "**AUTHORITY**"), and City of Mount Clemens (hereinafter referred to as "**SUBRECIPIENT**").

SECTION 1. - DEFINITIONS

PROGRAM	Means the Michigan Specialized Services Operating Assistance program designed primarily for seniors and handicapped individuals as defined under Section 10e(4) (d) (ii) of Act 51, of the Public Acts of 1951, as amended.
DEPARTMENT	Means the Michigan Department of Transportation.
BUREAU	Means the Bureau of Urban and Public Transportation of the Michigan Department of Transportation.
AUTHORITY	Means the Suburban Mobility Authority for Regional Transportation.
PROJECT	Means the providing of SPECIALIZED SERVICES .
SPECIALIZED SERVICES	Means public transportation services primarily designed for persons who are handicapped or who are sixty-five (65) years of age or older.
STATE	Means the State of Michigan.
SUBRECIPIENT	Means the organization which will provide the transit services with funds received under this Contract.
APPLICATION	Means the AUTHORITY 's application, submitted in cooperation with the SUBRECIPIENT , for funding from this PROGRAM for the period from October 1, 2014 to September 30, 2015.

SECTION 2. - PURPOSE

The purpose of this Contract is to pass through operating assistance funding received from the DEPARTMENT PROGRAM, to the SUBRECIPIENT. The transit services provided shall be as described in the APPLICATION submitted by the SUBRECIPIENT through the AUTHORITY and approved for funding by the DEPARTMENT.

SECTION 3. - FUNDING

The AUTHORITY is only obligated to provide funds under this Contract to the extent that, funds for the PROGRAM are made available to it by the DEPARTMENT. The AUTHORITY's maximum obligation for the provision of funds to the SUB-RECIPIENT for eligible contract costs is THIRTEEN THOUSAND, EIGHT HUNDRED NINETEEN DOLLARS (\$13,819) as determined by the DEPARTMENT.

The maximum amount of the AUTHORITY funds to be given the SUBRECIPIENT shall not be increased without a prior written amendment to this contract. DEPARTMENT funds made available to the AUTHORITY, through legislative appropriation, are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the appropriation, it may necessitate a reduction in the maximum amount of said funds available to the SUBRECIPIENT. In such event, the AUTHORITY reserves the right, without notice, to reduce the maximum obligation of funds for the SUBRECIPIENT by the amount of any reduction by the DEPARTMENT to the AUTHORITY.

SECTION 4. - BUDGET ADJUSTMENTS

Budget adjustments must be requested in writing by the SUBRECIPIENT. Upon receipt of the request, the AUTHORITY shall have thirty-five (35) business days to provide written approval or disapproval of the budget adjustment. If no action is taken within thirty-five (35) working days, the budget adjustment shall be deemed approved. Expenditure of funds in excess of any line-item will not be considered an eligible PROJECT cost. The addition of any new line-item, or any line-item changes which represent a deviation from the PROJECT as described in the APPLICATION, shall require a prior written amendment to this contract.

SECTION 5. - PROJECT COSTS AND REVENUES

The SUBRECIPIENT shall complete and submit to the AUTHORITY the information required by the DEPARTMENT, on the quarterly reporting form (available on-line at SMARTbus.org), within ten (10) days after the end of each state of Michigan fiscal year quarter. Failure to provide the quarterly report within thirty (30) days after the end of each state of Michigan fiscal year quarter, may result in a loss of a portion of or all funding. The AUTHORITY reserves the right to withhold payment of PROJECT funds if the SUBRECIPIENT fails to file reports as required in this paragraph.

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 103(4)(a); MCL 247.660(e)(4)(a); MSA 9.1097(10)(f)(4)(a), as amended, or 1951 P.A. 51, Section

10(e)(4)(d)(iv); MCLA 247, 660(e)(4)(d)(iv); MSA 9.1097 (10) (f)(4)(d)(iv); as amended their cost allocation plans must be submitted to the BUREAU for approval. Any PROJECT costs in excess of revenues reported on the quarterly reporting form will **not** be eligible under any other state and federal program administered by the AUTHORITY or the DEPARTMENT.

Section 6. - BILLING, PAYMENTS AND QUARTERLY REPORTS

Notwithstanding the provisions set-forth in Section 3 of this contract, the AUTHORITY shall provide to the SUBRECIPIENT the State funds designated for the eligible project costs incurred in performance of this contract within ten (10) business days of the receipt of said funds from the DEPARTMENT.

The AUTHORITY may appropriately reduce payments if written reports submitted by the SUBRECIPIENT as required under this section indicate that the level of service described in the APPLICATION has been reduced.

Actual reimbursement shall be based on a rate per mile, or one-way passenger trips of SPECIALIZED SERVICES up to the maximum amount provided for herein.

The actual reimbursement method selected by the SUBRECIPIENT is \$4.07 per passenger.

Should the per mile rate method be selected by SUBRECIPIENT, actual reimbursement may be subject to change, per BUREAU reimbursement rate modifications.

SECTION 7. - TERMINATION OR SUSPENSION

For any violation of this contract or legislative change, the AUTHORITY may, by thirty (30) days written notice, suspend any and all of the rights and obligations under this contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or the AUTHORITY may, by thirty (30) days written notice to the SUBRECIPIENT, terminate any and all of the rights and obligations under this contract.

SECTION 8. - ACCOUNTING RECORDS, AUDITS, AND DOCUMENTATION

(a) Establishment and Maintenance of Accounting Records

The SUBRECIPIENT shall maintain books, records, documents, and other accounting records in accordance with generally accepted governmental accounting principles. Said records shall be sufficient to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the identified PROJECT. To facilitate the administration of the PROJECT, separate records shall be established and maintained. The SUBRECIPIENT shall assure that the records to support the miles traveled and the passengers carried as reported pursuant to Section 6 of this Agreement are established and maintained.

(b) Audit

The SUBRECIPIENT shall permit the AUTHORITY and/or the DEPARTMENT or the authorized representatives of the AUTHORITY to audit all data and records relating to the performance of this contract. The SUBRECIPIENT shall retain and allow access to, and require its contractors to retain and allow access to all data and records pertaining to the PROJECT for a period of not less than six (6) years after the final payment by the AUTHORITY pursuant to the AGREEMENT.

The period of access, examination, and retention of data and records which relate to litigation or the settlement, of claims arising out of the performance of this contract, or costs of this contract as to which exception has been taken by the AUTHORITY or the DEPARTMENT or the authorized representative of the AUTHORITY or the DEPARTMENT, shall continue until such litigation, claims, or exceptions have been disposed of.

(c) Costs Supported by Documentation

PROJECT costs shall be supported by properly executed canceled checks, invoices or vouchers evidencing the nature and propriety of the charges.

(d) Accuracy of Financial Documentation

If a third-party contract is required for rendering of the services herein, then the SUBRECIPIENT is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(e) Revenue Expense Guidelines

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10e(4)(a); MCL 247.660(e)(4)(a); MSA 9.1097(10)(f)(4)(a), as amended or 1951 P.A. 51, Section 10(e)(4)(d)(iv); MCLA 247.660(e)(4)(d)(iv); MSA 9.1097(10)(f)(4)(d)(iv), as amended, determination of PROJECT costs shall be in conformity with the criteria set forth in "Local Public Transit Revenue and Expense Manual". All other providers of service shall use the "Revenue, Expense and Nonfinancial Data Definition Manual for Less Specialized Services Agencies".

SECTION 9. - THIRD-PARTY CONTRACT PROCEDURE

The SUBRECIPIENT shall not enter into contracts with third parties for provision of services herein without prior written approval from the AUTHORITY; notice of potential third-party contracts shall be submitted to the AUTHORITY for approval in writing. Approval or denial of said third-party contract will be submitted, in writing, to SUBRECIPIENT by the AUTHORITY.

Approval does not constitute an assumption of liability, a waiver or an estoppel to enforce any of the requirements of this contract, nor shall any such approval by the AUTHORITY be construed as a warranty of the third-party's qualifications, professional standards, ability to perform the work being subcontracted, or financial integrity.

SECTION 10 - ACCESS

SUBRECIPIENT agrees to provide, and will require its contractors to provide, access by the AUTHORITY and/or the DEPARTMENT to all technical data, reports, documents and work in progress pertaining to the PROJECT. Copies of technical data and reports shall be provided by the SUBRECIPIENT or its contractors to the AUTHORITY upon request.

SECTION 11. - INDEMNIFICATION

Notwithstanding any other provision in this Agreement, SUBRECIPIENT shall indemnify, defend and save harmless AUTHORITY, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act, omission or negligence of or chargeable to the parties, their officers, agents, employees, subcontractors, successors and/or assigns arising out of and/or pursuant to this Agreement.

SECTION 12. - ENTIRE AGREEMENT

This Agreement, along with any exhibits, addendums, schedules, and amendments hereto, merges and concludes the entire agreement of SUBRECIPIENT and the AUTHORITY. Any previous communications, whether oral or written, are superseded through by this document. The SUBRECIPIENT and AUTHORITY acknowledge, by executing this document, that said parties have not relied on any representation, assertion, guarantee, warranty, ancillary contract or other assurance, except those set out in this AGREEMENT. SUBRECIPIENT hereby waives all rights and remedies, at law or in equity, which may arise as the result of said party's reliance on such representation, assertion, guarantee, warranty, ancillary contract or other assurance, provided that no clause herein shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

SECTION 13. - PROHIBITED DISCRIMINATION

In connection with the acceptance of this contract, the SUBRECIPIENT (hereinafter in Appendix "A" referred to as the "Contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", dated August, 1985, which is hereby incorporated by reference. The SUBRECIPIENT further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this contract is made.

SECTION 14. - MBE/WBE

In accordance with 1980 P.A. 278, MCL 423, 321 at seq; MSA 17.458(21) et seq, the SUBRECIPIENT, in the performance of this Agreement, shall not enter into a contract with a

subcontractor, manufacturer, or supplier listed in the register maintained by the STATE, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The AUTHORITY may void this contract if the name of the SUBRECIPIENT, or the name of a subcontractor, manufacturer, or supplier utilized by the SUBRECIPIENT in the performance of this contract subsequently appears in the register during the performance period of this contract.

SECTION 15. - MISCELLANEOUS PROVISIONS

(a) If any provision of this contract is held invalid, the remainder of this contract shall not be affected, if any such remainder continues to conform to the provisions and requirements of applicable law.

(b) The SUBRECIPIENT shall commence, carry on, and complete the PROJECT in accordance with all applicable laws. Nothing in this contract shall require the SUBRECIPIENT to observe, comply, or do any other thing in contravention of any STATE, Local or Federal law.

(c) The SUBRECIPIENT warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of SPECIALIZED SERVICES required to be performed under this contract. The SUBRECIPIENT further warrants that in the performance of this contract, no person having any such interest shall be employed.

(d) None of the funds, materials, property, or services obtained by the AUTHORITY or the SUBRECIPIENT under this contract shall be used for any partisan political activity, or to further the election or defeat of any political activity or candidate for public office.

(e) The SUBRECIPIENT shall not assign any interest in this contract without the prior written approval of the AUTHORITY, however, that compensation due to the SUBRECIPIENT under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment shall be furnished promptly to the AUTHORITY in writing. Any such assignment does not relieve the SUBRECIPIENT of its obligations under this contract.

(f) If the SUBRECIPIENT enters into any contracts with other governmental agencies for the purposes of providing SPECIALIZED SERVICES outside of its jurisdictional boundaries, as defined and provided by law, it shall immediately provide the BUREAU with a copy of any contracts and true copies of any resolutions passed by its governing board which relate to the providing of service under such contracts.

SECTION 16. - TERM OF CONTRACT

Upon execution, this contract shall cover the period commencing October 1, 2014, and extending through September 30, 2015.

The SUBRECIPIENT agrees to notify the AUTHORITY of any event which may have significant potential impact on PROJECT progress, direction, control or cost.

SECTION 17. - Execution

This Contract shall become binding on the parties hereto upon the execution thereof by the duly authorized official(s) for the SUBRECIPIENT and the AUTHORITY; and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective official(s) of the SUBRECIPIENT, a certified copy of which resolution shall be attached to this Contract.

City of Mount Clemens

SMART

By: _____

By: John C. Hertel, General Manager

Its: _____

Date: _____

Date: _____

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act. No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478.
Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A branch of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as in herein before set forth in section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not b limited to the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an exiting contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

**The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

EXPLANATION OF CONSENT AGENDA – January 20, 2014

Agenda Item No. 10-D

Request Approval to Hold the 5th Annual Macomb Health and Fitness Foundation “Let’s Move Festival of Races” on April 24 and April 25, 2015

The Macomb Health and Fitness Foundation is seeking permission to hold the “Let’s Move Festival of Races” on Friday, April 24, 2015 and Saturday, April 26, 2015. The Health and Fitness Expo would take place on Main Street on Friday. The races on Saturday would consist of a Full Marathon, Half Marathon, 5K, River Walk, Kids Run and other activities, with opening ceremonies taking place at 8:00 a.m. Maps of the five races are included in your agenda packet.

The event organizer would work with the Public Services Department on the timing of the road closures, including the closure of Main Street to accommodate the Expo Tent. The location of street closures for the races would occur in a similar fashion as previous years. The starting point of the races will be pushed back up Dickinson/Market so as not to interfere with the Fire Department. This exact location may not be depicted on the race maps.

If approved, a Certificate of Liability Insurance naming the City as an additional insured will be required prior to the event. The event organizer will also be required to notify all residences and business along the race routes of impending road closures.

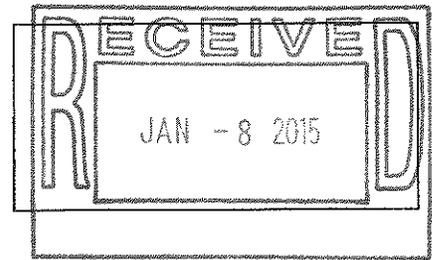
Additional information can be found by going to the Festival’s website:
<http://letsmovefestival.com/>.

SUBMITTED BY: Brian L. Tingley
Community Development Director

RECOMMENDED MOTION: Move to approve the “Let’s Move Festival of Races” on Friday, April 24, 2015 and Saturday, April 25, 2015 with the necessary road closures to be coordinated with the Department of Public Services.



CITY OF MOUNT CLEMENS
APPLICATION FOR SPECIAL EVENT APPROVAL
 ONE CROCKER BLVD., MOUNT CLEMENS, MI 48043
 (586) 469-6818 EXT. 901 FAX (586) 469-7695
www.ci.mountclemens.mi.us



NOTE: A COMPLETE AND DETAILED SITE PLAN/SITE MAP OF THE PROPERTY SHOWING THE EVENT AREA IS REQUIRED. PLAN MUST SHOW LOCATIONS OF SIGNS, TENTS OR ANY STRUCTURES, AMUSEMENT RIDES, FOOD SERVICES, PARKING AREA, THE LOCATION OF EXISTING BUILDINGS, ETC. REQUEST WILL NOT BE REVIEWED UNTIL THIS PLAN IS RECEIVED. IF A TENT IS TO BE ERECTED, SPECIFICATIONS ARE REQUIRED. ADDITIONAL PERMITS MAY BE REQUIRED FOR BUILDING, ELECTRICAL AND MECHANICAL, IF APPLICABLE.

Sponsoring Organization's Legal Name: Macomb Health & Fitness Foundation, Inc.

Address: 59 Walnut, Ste. 206 City Mount Clemens State MI Zip 48043

Phone: Office: 586 493 1360 Cell: _____ Email: www.letsmovefestival.com

Sponsoring Organization's Agent's Name: John H. Johnson

Address: same City _____ State _____ Zip _____

Phone: Office: _____ Cell: _____ Email: Johnhjohnson1114@gmail.com

Event Name: Let's Move Festival of Races

Event Purpose: to foster amateur sports competition, charitable 501. c(3)

Event Location: South Main St & Macomb Pl.

Event Date: April 24 - 25, 2015

Event Time(s): 8:00 AM - 10:00 PM

GIVE A DETAILED DESCRIPTION OF THE PROPOSED SPECIAL EVENT: (use back or attach additional sheets if necessary)

April 24: Let's Move Festival of Races Expo. April 25: Full marathon, 1/2 marathon and various running events and entertainment

IS THE EVENT OPEN TO THE GENERAL PUBLIC YES NO
 NUMBER OF PEOPLE PROPOSED TO ATTEND OR PARTICIPATE EACH DAY: 2,000 - 3,000

WILL ELECTRIC EQUIPMENT BE USED AND/OR WILL WATER HOOK-UPS BE REQUIRED YES NO
 IF YES, PLEASE DESCRIBE THE PROPOSED LOCATION(S):

event tent on S. Main and Macomb Place.

SET BY CPT
 CITY OF MOUNT CLEMENS 721
 GENERAL BILLING
 Date / Time : 01/08/15 15:00
 Payment : \$ 50.00
 Receipt #: 521825
 Check/Credit Card #: 2045
 Clerk : thipple
 Paid By : MACOMB HEALTH & FIT

WILL TENTS BE USED DURING THE EVENT? YES _____ NO

WILL THE EVENT HAVE FOOD OR OTHER VENDORS? YES _____ NO

*** ALL FOOD VENDORS MUST BE APPROVED BY THE MACOMB COUNTY HEALTH DEPARTMENT.

WILL ALCOHOL BE SERVED OR SOLD AT THE EVENT? _____ YES NO

***IF YES, PLEASE PROVIDE PROOF OF LIQUOR LIABILITY INSURANCE AND APPROVAL BY THE LCC

WILL ANY CITY SERVICES BE REQUIRED FOR THIS EVENT? YES _____ NO

IF YES, DESCRIBE IN DETAIL THE TYPE OF SERVICES REQUESTED:

***THE CITY MAY CHARGE THE ACUTAL COST OF PROVIDING THESE SERVICES FOR THE EVENT.

Traffic control

IS ANY SIGNAGE PROPOSED? YES _____ NO

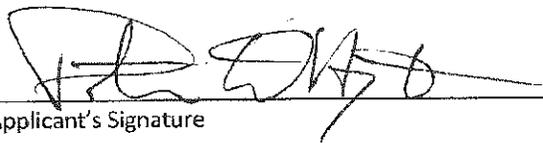
IF YES, NOTE LOCATIONS OF ANY SIGNS PROPOSED ON THE MAP PROVIDED WITH THIS APPLICATION.

AT THE EVENT TENT

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that

- A Certificate of Insurance must be provided which names the City of Mount Clemens as an additional insured party on the policy.
- All food vendors must be approved by the Macomb County Health Department
- The approval of this Special Event may include additional requirements and/or limitations, based on the City's review of this application. The event will be operated in conformance with the approved guidelines from the City Commission. Such additional requirements may include but are not limited to the procurement of permits and/or inspections in regards to health services, electric or water services, fire issues, or a certificate of use from the building department. Please note: You should contact the Mount Clemens Fire Inspector regarding specific tent requirements well in advance of your event. A certificate of Flame Resistance for the Tent needs to be provided 10 days prior to the date of event/sales.

As the duly authorized agent of the sponsoring organization, I herby apply for the approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the approval as given by the City Commission, all other City requirements, ordinances and other laws which apply to this Special Event.



Applicant's Signature

JAN 7 '14
Date

PETER D'ANGELO, TREASURER
Printed Name of Applicant

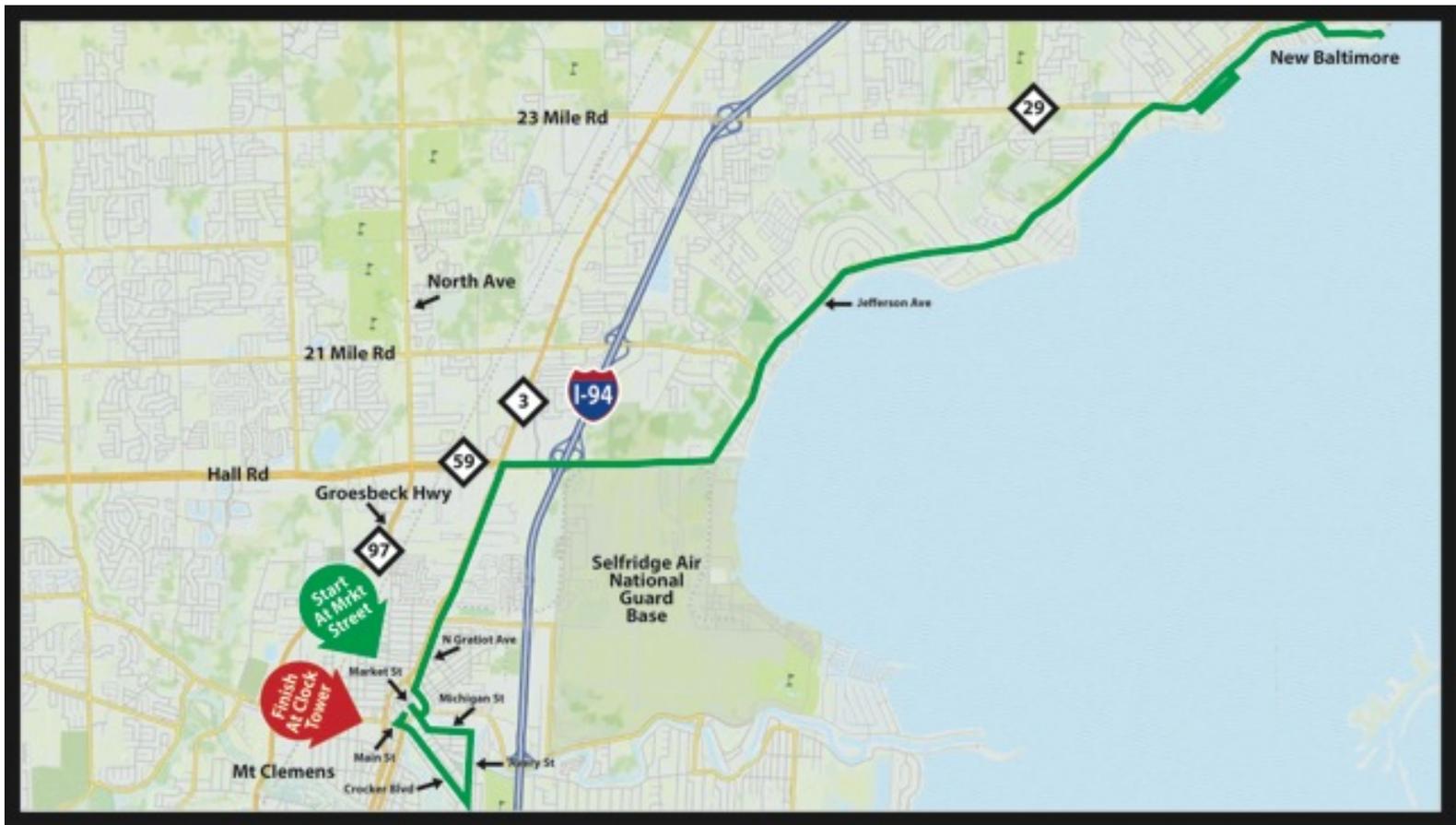
For City Use Only:

Approved _____

Approved, with Conditions _____

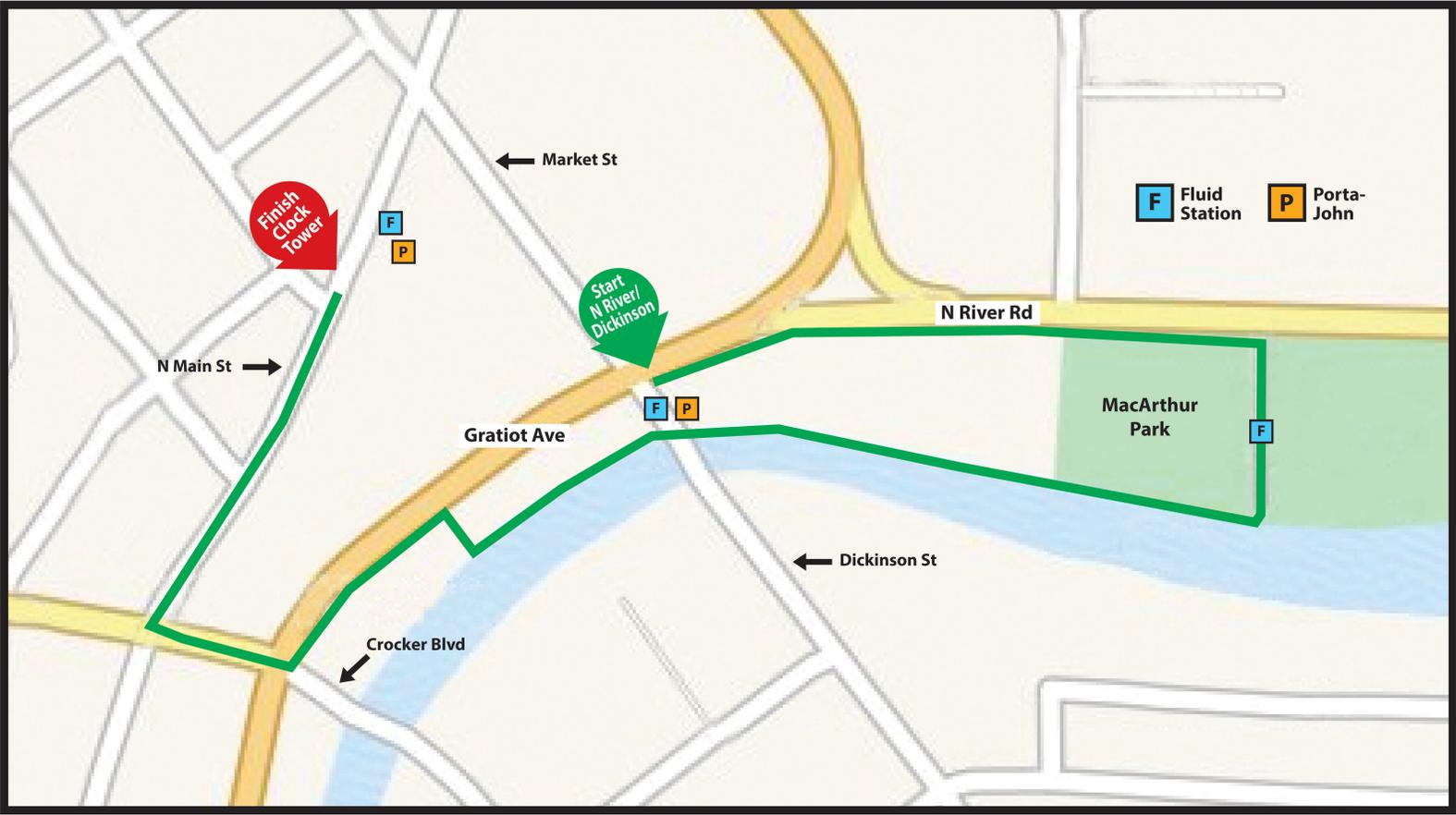
Denied _____

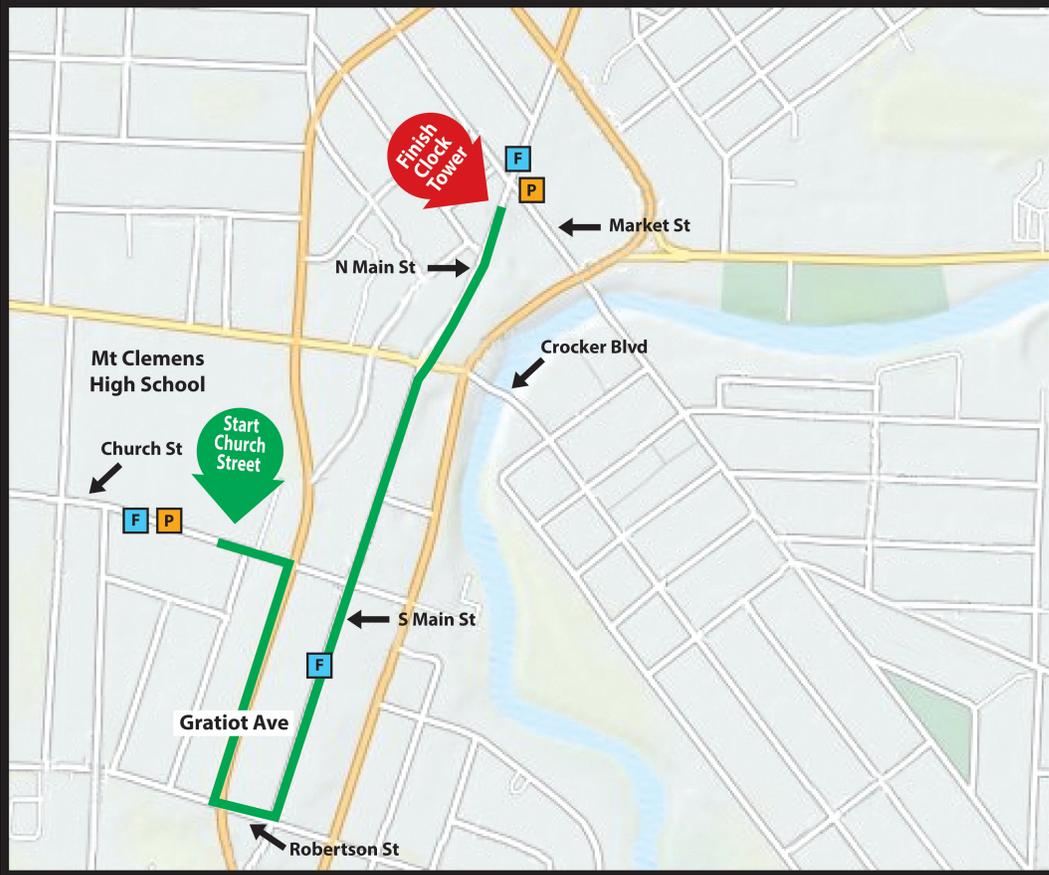
Date of City Commission Decision _____





F Fluid Station **P** Porta-John

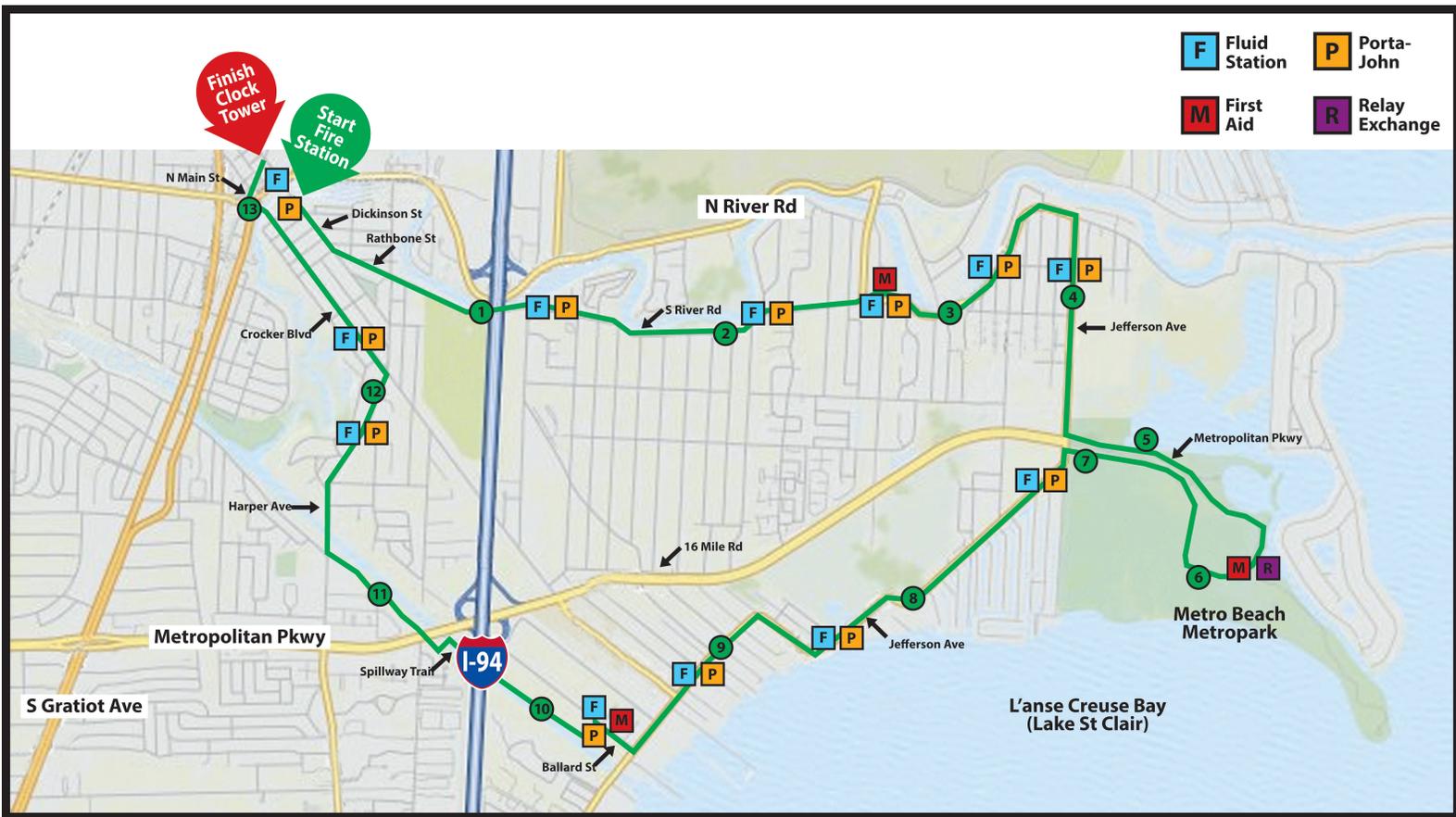




F Fluid Station

P Porta-John

- | | |
|------------------------|-------------------------|
| F Fluid Station | P Porta-John |
| M First Aid | R Relay Exchange |



EXPLANATION OF AGENDA – January 5, 2015

TO: The Honorable Mayor Barb Dempsey and
All City Commissioners

FROM: Steven M. Brown, City Manager

DATE: January 16, 2015

RE: Report from the City Manager's Office

1. Christmas Tree Pickup FYI for Residents: The collection of Christmas trees will continue on scheduled garbage days through January 23, 2015.

Please make sure all trees placed at the curb for collection are bare and not in a plastic bag.

2. 217 N. Walnut: The City received 5 bids for the demolition work on this property. We are proceeding with our processes and intend to have this property cleared in the near future.
3. Fire Consolidation Study Update: The bid process appears to have been very successful. County staff is evaluating and summarizing the bids received. As a member of the Leadership Committee on this project, I anticipate receiving information for my individual evaluation sometime during the next week with a group meeting to evaluate the bids to follow shortly thereafter.
4. Macomb County Prime Properties: The City has coordinated with the County and interested private parties to have several Mount Clemens properties placed on the Prime Properties website for marketing. These properties are now on the County site and the County will be launching their publicity efforts, including social media outlets, shortly.

The Prime Properties general website is:

<http://gis.macombgov.org/webmaps/primeproperties/index.html>

You can click on the Mount Clemens link from there and view the properties.