



City Of Fraser

CENTENNIAL COMMUNITY

MAYOR

Joseph Nichols

COUNCIL

Mayor Pro Tem Michael Carnagie

Acting Mayor Matt Hemelberg

Patrice M. Schornak

Yvette Foster

Kathy Blanke

Michael Lesich

CITY MANAGER

Richard E. Haberman

CITY CLERK

Kelly Ann Dolland

FRASER CITY COUNCIL – REGULAR MEETING THURSDAY – FEBRUARY 11, 2016 – 7:00 P.M. CITY HALL

OPENING PRAYER: Rev. Robert Brannon

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. CITIZEN PARTICIPATION ON AGENDA ITEMS
5. PRESENTATIONS
6. PUBLIC HEARINGS:
 - a. To obtain the views of citizens concerning community development and housing needs, as required by the Housing and Community Development Act of 1974, as amended.
7. CONSENT AGENDA
 - a. Approval of Minutes of the Regular Council Meeting of January 11, 2015.
 - b. Approval of Bills for the month of December 2015 in the amount of \$719,902.63
 - c. Receive and file the minutes of October 7, 2015 meeting of the Planning Commission.
 - d. Receive and file the minutes of the January 5, 2016 Recreation Commission meeting
8. REQUESTS FOR COUNCIL ACTION –
 - a) Request Council approve a Resolution declaring the City of Fraser a **Purple Heart City**.
 - b) Request Council consider appointment of the following persons to the Recreation Commission:
 - a. Sarah Kelley
 - b. David Winowiecki
 - c. Laura Lesich

REGULAR COUNCIL MEETING
FEBRUARY 11, 2016
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- c) Request Council adopt and proclaim February 7 – 14, 2016 as congenital Heart Defect Awareness Week in Fraser, MI.
- d) Request Council approve a new service agreement with WOW to include the interconnection of all City facilities to City Hall by fiber optic cable to create a private Local Area Network (LAN).
- e) Request the Council approve a budget amendment from Fund Balance to Account Number 101.260.801.100 in the amount of \$76,253.13 for services provided by Plante Moran through December 21, 2015.
- f) Request the Council approve a budget amendment from Fund Balance to Account Number 101.260.801.100 in the amount of \$25,000 for budget services to be provided by Plante Moran through March 31, 2016.
- g) Request Council approves the License Agreement for Easement Encroachment as presented and approve the format and process followed as that to be followed by the Administration in the future should such circumstances arise.
- h) TABLED ITEM: Request the Council consider rule changes regarding the use of electronic devices during Council meetings as recommended by the Mayor, Mayor Pro Tem and Acting Mayor and adopt the Electronic Equipment and Internet Policy presented by the Administration for Council and Employees.
- i) TABLED ITEM: Request Council consider adding rule 4.01, an agenda will be created by the City Manager and approved by the Mayor, three Council members in writing, e-mail, communication or telephone conversation with the City Manager may add or delete any reasonable item within the prepared and approved agenda. Change to be made before posted on Friday prior to the council meeting.

9. REPORT OF THE CITY ADMINISTRATION/PENDING ITEMS

10. REPORT OF MAYOR AND CITY COUNCIL/NEW BUSINESS

11. CITIZEN PARTICIPATION

12. Request Council Enter Into Closed Session in accordance with Section 15.268 (8)(C) of the Michigan Open Meetings Act regarding the strategy for the City for upcoming collective bargaining negotiations.

13. ADJOURNMENT

(Posted Friday, February 5, 2016 at 4:30p.m.)

THE CITY OF FRASER WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WITH DISABILITIES AT THE MEETING UPON FOUR DAYS NOTICE TO:
 RANDY WARUNEK, BUILDING DEPARTMENT (586) 293-3100 EXT 154
 IT IS THE POLICY OF THE CITY OF FRASER THAT NO PERSON, ON THE BASIS OF RACE, CREED, COLOR, RELIGION, NATIONAL ORIGIN, OR ANCESTRY, AGE, SEX, MARITAL STATUS, OR DISABILITY SHALL BE DISCRIMINATED AGAINST, EXCLUDED FROM PARTICIPATION, DENIED THE BENEFITS OF, OR OTHERWISE SUBJECTED TO DISCRIMINATION IN ANY PROGRAM OR ACTIVITY FOR WHICH IT IS RESPONSIBLE.



City Of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Richard E. Haberman

Kelly Ann Dolland
City Clerk

MAYOR
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MEMORANDUM

TO: Honorable Mayor and Members of Council
Richard Haberman, City Manager

FROM: Kelly Dolland, City Clerk

DATE: January 19th, 2016

RE: 2016 CDBG Programming

The city's Community Development Block Grant estimated allocation this year is \$35,078 (Less \$2,000 for MCCSA Chore) for a total of \$33,078 available for projects. Public Service Fund allocation is \$6,770.

All information and applications must be turned in to the County by March 1st, 2016. A Public Hearing notice will be published on January 27th, 2016. In order to submit our application by the meeting, the Public Hearing and the allocation of funds must be acted upon at the meeting.

Public Hearing notice and draft Resolution are included for your information, along with a summary of 2016 Non-Profit Applications as provided by the County.

Please contact me prior to the meeting with any questions or for further clarification.

CITY OF FRASER PUBLIC HEARING NOTICE

CITY OF FRASER RESIDENTS

At 7:00PM on February 11, 2016 at the Fraser Municipal Building, 33000 Garfield Road, a public hearing will be held to obtain the views of citizens concerning community development and housing needs, as required by the Housing and Community Development Act of 1974, as amended.

The City of Fraser will be receiving **\$35,078** (tentative amount) (\$2,000 Allocated to CHORE) in Community Development Block Grant funds FOR FY 2016 from the Macomb "Urban County" Program.

Federal guidelines require that maximum priority be given to activities which primarily benefit low- or moderate-income families or which aid in the prevention or elimination of slums or blight. A variety of projects are eligible for community development funding. These include:

Property acquisition	Handicapped Barrier Removal
Code enforcement	Rehabilitation of Buildings
Planning and Administration	Housing Rehabilitation
Homebuyer Assistance	Public Facilities
Public Services	Public Infrastructure

Citizens residing in blighted areas or persons of lower-income are encouraged to participate.

If you cannot attend this meeting and want your views known, please write or call City Clerk, Kelly Ann Dolland, at 33000 Garfield Road, Fraser, MI 48026, 586-293-3100 ext. 110.

The City of Fraser will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon four days notice to the Fraser Building Department at 586-293-3100.

KELLY ANN DOLLAND
City Clerk



City Of Fraser

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City Clerk

February 13, 2016

RESOLUTION

At the regular meeting of the Fraser City Council held on Thursday, February 11TH, 2016, in the Council Chambers of the City Municipal Building located at 33000 Garfield Road, City of Fraser, County of Macomb, State of Michigan, the following Resolution was offered by COUNCILMEMBER _____ supported by COUNCILMEMBER _____:

RESOLVED, whereby the Council of the City of Fraser approves the following projects for fiscal year (FY) 2016 Community Development Block Grant (CDBG) funding in a total amount of \$35,078, (\$2,000 less for MCCSA Chore) for a total of \$33,078 and further a Public Service Fund allocation of \$6,770, to hereby approve the sub-recipient agreements with the County of Macomb for the following projects:

Care House	
DRMM Lighthouse	\$
Hope Center in Macomb	\$
Macomb County Warming Center	\$
MCREST	\$
Macomb Literacy	\$

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, KELLY DOLLAND, duly appointed City Clerk for and in the City of Fraser, hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Council of the City of Fraser at their Regular Council Meeting held on Thursday, February 11TH, 2016.

KELLY DOLLAND, City Clerk
City of Fraser, Michigan

SERVICE ACTIVITIES

Applicant: Armada Community Enrichment Program (ACEP) **Name:** ACEP Scholarships
CDBG Request: \$4,500 **Project Cost:** \$4,500 **Communities of consideration:**

Armada Twp (\$1,000) Village of Armada (\$1,000) Lenox Twp (\$500) Memphis (\$500)
 New Haven (\$500) Ray Twp (\$500) Richmond Twp (\$500)

Project Description: The applicant provides a one week summer camp educational, instructional, fitness, sports, and health and safety programs to the public. CDBG funds would be used for scholarships to LMI households so they could attend classes for free. Classes average \$60. If funding this project, please do so in increments of \$60.

Comments: ACEP has received CDBG funds, but not in the recent past.

Applicant: Armada Police Athletic League **Name:** Armada PAL
CDBG Request: \$3,000 **Project Cost:** \$88,000 **Communities of consideration:**

Armada Twp (\$1,500) Village of Armada (\$1,500)

Project Description: The applicant provides one week of summer camp for children in 5th through 8th grade in the Armada School District. CDBG funds would be used to provide scholarships to students from LMI families who would not be able to afford camp otherwise. The costs is \$300 per student so if you choose to fund this project, please do so in \$300 increments.

Comments: Armada PAL is a longtime recipient of CDBG funds. They applied late last year due to issues with registering with Dun & Bradstreet, but those issues have been resolved.

Applicant: Armada Senior Center **Name:** Armada Senior Center
CDBG Request: \$3,000 **Project Cost:** \$3,000 **Communities of consideration:**

Armada Twp (\$1,900) Village of Armada (\$1,100)

Project Description: The applicant provides social, educational and nutritional opportunities to area seniors. CDBG funding would be used to replace broken and aged tables and chairs.

Comments: Armada Senior Center is a longtime CDBG applicant. No performance concerns have been identified.

 **Applicant:** Care House **Name:** Child Advocacy Services Program
CDBG Request: \$45,600 **Project Cost:** \$774,831 **Communities of consideration:**

Armada Twp (\$600)	Village of Armada (\$600)	Bruce Twp (\$600)	Center Line (\$2,400)
Chesterfield (\$6,000)	Eastpointe (\$4,800)	Fraser (\$1,200)	Harrison Twp (\$2,400)
Lenox Twp (\$600)	Macomb Twp (\$6,000)	Memphis (\$600)	Mt Clemens (\$1,200)
New Baltimore (\$1,800)	New Haven (\$2,400)	City of Richmond (1,200)	Richmond Twp (\$1,200)
Romeo (1,200)	Shelby Twp (\$6,000)	Utica (\$600)	Washington Twp (\$4,200)

Project Description: The applicant provides child-friendly, family-centered investigation, prosecution and treatment services to income-eligible child victims of sexual and physical abuse, by coordinating an interdisciplinary support team (law enforcement, child protective services and assistant prosecutors), and provide crisis intervention, counseling, court advocacy, parent and child support groups, education, information and referral. Services are provided at no charge to families served. Each community's funding request is based service projections in that community. The cost per child and their family is approximately \$600. If funding this project, please do so in \$600 increments.

Summary of 2016 Non-Profit Applications

December 2015

Comments: Care House is a long-time CDBG recipient. No performance concerns have been identified.

 **Applicant:** Detroit Rescue Mission Ministries Lighthouse Food Bank **Name:** DRMM Lighthouse Food Bank
CDBG Request: \$50,000 **Project Cost:** \$300,000 **Communities of consideration:**

Center Line (\$5,000) Eastpointe (\$15,000) Fraser (\$5,000) Mt Clemens (\$25,000)

Project Description: The applicant provides emergency food assistance to low income individuals, families and senior citizens in Macomb County. CDBG funds will be used to provide a box of food which typically lasts 1-2 weeks. The cost per food box is approximately \$50. If funding this project, please do so in \$50 increments.

Comments: This is Detroit Rescue Mission Ministries Lighthouse Food Bank's first year applying for CDBG.

 **Applicant:** Hope Center in Macomb **Name:** Hope Center in Macomb
CDBG Request: \$20,000 **Project Cost:** \$508,993 **Communities of consideration:**

Center Line (\$2,000) Chesterfield (\$2,000) Eastpointe (\$3,000) Fraser (\$3,000)
Harrison Twp (\$3,000) Macomb Twp (\$2,000) Mt Clemens (\$3,000) Shelby Twp (\$2,000)

Project Description: The applicant is a no cost client choice food pantry and one-stop shop for human services available to all Macomb County residents. Funding will be used to purchase food at an average cost of \$0.33 per meal. The applicant has stated that 200 people will be provided food at \$100 per person (303 meals each) so, if funding this project, please do so in \$100 increments.

Comments: Hope Center has received some CDBG funding in the past. There is a concern that number of meals to be provided with CDBG funds does not appear realistic.

 **Applicant:** Macomb County Warming Center **Name:** Macomb County Warming Center
CDBG Request: \$15,189 **Project Cost:** \$196,650 **Communities of consideration:**

Bruce Twp (\$2,000) Chesterfield (\$1,500) Eastpointe (\$1,464) Fraser (\$2,327)
Harrison Twp (\$1,000) Mt Clemens (\$5,398) Shelby Twp (\$1,500)

Project Description: The applicant provides nighttime shelter for homeless adults in the winter months and year round case management. They are requesting funding to pay for the cost of laundering shelter blankets, as well as part of a caseworker's salary.

Comments: Macomb County Warming Center is a long-time CDBG recipient. Some billings have been late and/or had errors. There is no way to separate out the cost of laundry by community so funding will be allocated to any week the shelter is in the Macomb Urban County's jurisdiction without regard to which community provided the funds.

 **Applicant:** Macomb County Rotating Emergency Shelter Team (MCREST) **Name:** Emergency Shelter
CDBG Request: \$36,855 **Project Total:** \$591,416.47 **County-wide Activity:**

Armada Twp (\$783) Village of Armada (\$792) Eastpointe (\$5,355) Fraser (\$1,890)
Harrison Twp (\$1,890) Macomb Twp (\$1,890) Mt Clemens (\$1,890) New Baltimore (\$1,890)
City of Richmond (\$792) Richmond Twp (\$783) Romeo (\$3,780) Shelby Twp (\$7,560)
Utica (\$3,780) Washington Twp (\$3,780)

Project Description: MCREST provides emergency shelter (through local churches on a rotating basis) and related services to help people step away from homelessness. Services include assessments, referral assistance and casework to its clients, as well as shelter. A total of 350 homeless persons will benefit from 4,095 shelter nights (\$9.00/night) within contributing communities. All beneficiaries would be homeless.

Summary of 2016 Non-Profit Applications

December 2015

Comments: MCREST has received CDBG funding in the past, but did not receive it in 2012 due to slow spending/billing. In 2013, MCREST did not spend \$3,490 of their CDBG funds so they were recaptured. All 2014 funds were spent.



Applicant: Macomb Literacy Partners **Name:** Macomb Literacy Partners
CDBG Request: \$14,000 **Project Total:** \$40,000 **Communities of Consideration:**

Chesterfield (\$1,000) Eastpointe (\$1,000) Fraser (\$1,000) Harrison Twp (\$1,000)
Macomb Twp (\$3,000) Mt Clemens (\$2,000) Shelby Twp (\$3,000) Utica (\$2,000)

Project Description: This program is designed to help illiterate adults learn to read through one-on-one adult tutoring to adults with basic literacy reading needs, as well as to increase the English language (reading, writing, speaking) capability of English as a second language students. Through the use of trained volunteer tutors, the cost of each student/tutor pair is \$650 per year, of which \$500 would be paid with CDBG funds. If funding this project, please do so in \$500 increments.

Comments: This would be MLP's 5th year of funding. Last year \$2,000 in CDBG funds were recaptured.

Applicant: New Baltimore Farmers Market **Name:** Bridge Card & Double Up Food Bucks Program
CDBG Request: \$2,400 **Project Total:** \$3,000 **Communities of Consideration:**

Chesterfield Twp (\$300) Lenox Twp (\$300) New Baltimore (\$900) New Haven (\$300)
City of Richmond (\$300) Richmond Twp (\$300)

Project Description: Funding is requested for the cost of staffing and materials needed in order to do outreach for the market's Double Up Food Bucks Program. The program "matches" Bridge Card dollars spent at farmer's markets, up to \$20. They expect the cost to reach one person to be \$10. If funding this project, please do so in \$100 increments.

Comments: The applicant has never received CDBG funds.

Applicant: Samaritan House **Name:** Emergency Basic Needs Assistance
CDBG Request: \$33,000 **Project Total:** \$396,000 **Communities of Consideration**

Armada Twp (\$3,000) Village of Armada (\$3,000) Bruce Twp (\$3,000) Macomb Twp (\$1,000)
Ray Twp (\$3,000) Romeo (\$5,000) Shelby Twp (\$5,000) Washington Twp (\$10,000)

Project Description: Samaritan House maintains an emergency food pantry and provides utility, shelter, clothing and other basic needs assistance to income-eligible individuals, families and Seniors in crisis in northern Macomb County. They will use CDBG funds to provide emergency food to LMI families at a cost of \$2 per meal, per person.

Comments: Samaritan House is a longtime recipient of CDBG funding. They applied late in 2014. No other issues of note have occurred.

Applicant: Shelby Township Lions Club **Name:** Christmas Basket Program
CDBG Request: \$5,000 **Project Total:** \$10,000 **Community:** Shelby Twp

Project Description: CDBG funds will be used to purchase food and Christmas toys for LMI children who are residents of Shelby Township.

Comments: The Shelby Twp Lions Club is a longtime recipient of CDBG funds. No performance concerns have been identified.

Applicant: Society of St Vincent de Paul **Name:** St. Isadore Conference
CDBG Request: \$5,000 **Project Total:** \$13,541 **Community:** Macomb Twp

Project Description: CDBG funds will be used to pay up to three months of rent, mortgage and/or utility arrearages in order to prevent LMI Macomb Twp residents from becoming homeless.

Comments: St Vincent de Paul is a longtime recipient of CDBG funds. No performance concerns have been identified.

Applicant: Turning Point, Inc. **Name:** Domestic Violence & Sexual Assault Program
CDBG Request: \$28,000 **Project Total:** \$775,258 **Communities of Consideration**

Armada Twp (\$3,000)	Eastpointe (\$2,000)	Harrison Twp (\$3,000)	Lenox Twp (\$1,000)
Macomb Twp (\$3,000)	Mt Clemens (\$5,000)	New Baltimore (\$1,000)	New Haven (\$2,000)
Romeo (\$2,000)	Shelby Twp (\$3,000)	Utica (\$3,000)	

Project Description: Turning Point provides immediate emergency shelter, crisis intervention, and supportive services for survivors of domestic abuse and their dependent children 365/7/24. Turning Point also has a 365/24/7 crisis line. It also provides advocacy, 24-hour crisis intervention, support groups, medical support, skills building, employment and housing searches, and children's support programs. CDBG funds would be used to pay for costs related to the shelter. Approximately 375 domestic violence victims would benefit. The total cost of providing these services is approximately \$13.00/night per person for shelter and/or \$13.00/session per person for supportive services.

Comments: This is a long-standing CDBG program. No performance concerns have been identified.

Applicant: Wigs 4 Kids of Michigan **Name:** Wigs 4 Kids of Michigan
CDBG Request: \$13,000 **Project Total:** \$35,100 **Communities of Consideration**

Armada Twp (\$1,000)	Center Line (\$1,000)	Chesterfield Twp (\$3,000)	Eastpointe (\$1,000)
Macomb Twp (\$3,000)	Mt Clemens (\$1,000)	New Baltimore (\$1,000)	Utica (\$1,000)
Washington Twp (\$1,000)			

Project Description: Wigs 4 Kids promotes self-esteem in children by providing custom wigs for medical conditions such as cancer, alopecia, trichotillomania and burn survivors. This helps relieve feelings of acute self-consciousness by the sufferer. Funds would provide 8 hours of service, including consultation, a wig fitting, cutting, styling, and instruction on wig care. The cost is \$2,700 per wig, but only \$1,000 of it will be billed to CDBG. If funding this project, please do so in increments of \$1,000.

Comments: Wigs 4 Kids is a longtime recipient of CDBG funding. They had \$4,800 in 2014 CDBG funds recaptured due to not having an LMI child in certain contributing communities.

PLANING/ADMINISTRATION ACTIVITIES

Applicant: Macomb Homeless Coalition **Name:** Continuum of Care
CDBG Request: \$24,999 **Project Total:** \$55,809 **Communities of Consideration**

Armada Twp (\$220)	Harrison Twp (\$3,135)	Lenox Twp (\$743)	Macomb Twp (\$10,148)
City of Richmond (\$733)	Shelby Twp (\$9,412)	Utica (\$608)	

Project Description: As the Continuum of Care and housing resource center in Macomb County, the Macomb Homeless Coalition is the single point of entry for all County residents experiencing or at risk of homelessness. The organization provides services and referrals to residents experiencing or at risk of homelessness, coordinates services for all of the County's homeless, runs the Homeless Management Information System (database of homeless persons being served by shelters, etc.), and writes federal grants

that brought in over \$1 million to the homeless shelters and housing programs last year. Funding would be for the CoC Coordinator's salary and employment costs.

Comments: This is an established CDBG activity. There is currently an open monitoring of the Coalition who has not provided information/documentation required to complete the monitoring. The Coalition had \$1,718.53 in 2014 CDBG funds recaptured.

FACILITIES*

***Allocations to these applications do NOT count against a community's public service maximum**

Applicant: Romeo, Washington, Bruce Parks & Rec **Name:** RWB Senior Center Accessible Entry Doors
CDBG Request: \$7,500 **Project Total:** \$7,500 **Communities of Consideration:**

Bruce Twp (\$2,500) Romeo (\$2,500) Washington Twp (\$2,500)

Project Description: Funding is requested to add accessible push button entry doors to the main entrances of the Romeo and Washington Senior Center.

Comments: RWB Parks & Rec is a long-time CDBG recipient.

Applicant: Romeo, Washington, Bruce Parks & Rec **Name:** Senior Center Flooring

CDBG Request: \$15,000 **Project Total:** \$15,000 **Communities of Consideration:**

Bruce Twp (\$5,000) Romeo (\$5,000) Washington Twp (\$5,000)

Project Description: Funding is requested to replace the flooring at the Romeo Senior Centers with commercial grade vinyl flooring.

Comments: RWB Parks & Rec is a long-time CDBG recipient.

Applicant: Starkweather Arts Center **Name:** Starkweather Structural Repairs

CDBG Request: \$90,000 **Project Total:** \$90,000 **Communities of Consideration:**

Bruce Twp (\$30,000) Romeo (\$30,000) Washington Twp (\$30,000)

Project Description: The project is for the repair/replacement of a heavily corroded structural column that supports the weight of the front of the second story of the building because it has corroded to the point that it is no longer structurally sound.

Comments: If they do not receive all \$90,000 in CDBG funds, Starkweather will either borrow funds or not continue with the project. Funds will then be recaptured. They received \$2,000 in CDBG funds in 2014, which they returned due to the structural problems with the building.

MARCH 2 Dead Line

At this time, Macomb County does not have information on exact CDBG funding levels for the 2016 Program Year (PY). Community applications should be compiled using the figures shown in this chart. The County reserves the right to adjust funding allocations based on the actual amount of the 2016 PY CDBG grant.

2016 CDBG FUNDING ALLOCATION				
COMMUNITY	2016 CDBG ALLOCATION (A)	*MCCSA CHORE ALLOCATION (B)	**TOTAL AVAILABLE FOR ALL PROJECTS (C)	***PUBLIC SERVICE FUNDS REMAINING AFTER CHORE SET-ASIDE (D)
Armada Village	\$7,500	\$0	\$7,500	\$2,500
Armada Township	\$7,500	\$0	\$7,500	\$2,500
Bruce Township	\$17,429	\$0	\$17,429	\$4,357
Center Line	\$28,437	\$3,150	\$25,287	\$3,959
Chesterfield Township	\$95,336	\$2,200	\$93,136	\$21,634
Eastpointe	\$138,141	\$14,800	\$123,341	\$19,735
* Fraser	\$35,078	\$2,000	\$33,078	\$6,770
Harrison Township	\$75,570	\$2,500	\$73,070	\$16,393
Lenox Township	\$12,278	\$2,000	\$10,278	\$1,070
Macomb Township	\$142,938	\$6,800	\$136,138	\$28,935
Memphis	\$7,500	\$0	\$7,500	\$2,500
Mount Clemens	\$62,133	\$2,500	\$59,633	\$13,033
New Baltimore	\$22,000	\$500	\$21,500	\$5,000
New Haven Village	\$12,219	\$500	\$11,719	\$2,555
Ray Township	\$7,500	\$0	\$7,500	\$2,500
Richmond	\$17,766	\$0	\$17,766	\$4,442
Richmond Township	\$9,346	\$0	\$9,346	\$2,500
Romeo Village	\$9,011	\$500	\$8,511	\$2,000
Shelby Township	\$173,217	\$6,250	\$166,967	\$37,054
Utica	\$11,266	\$0	\$11,266	\$2,817
Washington Township	\$51,943	\$3,800	\$48,143	\$9,186
	\$944,108	\$47,500	\$896,608	\$191,440

*Column (B) indicates the amount of funding allocated to the MCCSA Chore Program for that community. Communities are no longer required to include the MCCSA Chore set-aside funding in their public hearing.

** Column (C) indicates the amount of funding needing approval through the community's public hearing. For example, the City of Eastpointe's starting allocation is \$138,141 (A). MCCSA Chore funding of \$14,800 (B) is then deducted from this amount leaving the City with \$123,341 (C) to allocate to all projects.

*** Column (D) - Communities have the option to fund public services. This column represents that maximum amount that a community may allocate to public services. Note that MCCSA Chore allocation shown in column (B) have already been deducted from the community's public service cap amount. The funding amount included in column (D) is included in column (C) "TOTAL AVAILABLE FOR ALL PROJECTS". For example, the City of Eastpointe has been allocated \$123,341 (C) for all projects. Of that amount up to \$19,735 (D) could be awarded by the community to public services.

Final note: Notice that the total of column (B) and column (D) equal the greater of 25% of column (A) or \$2,500

Under \$2,000 okay
But > \$2,000 pull out Daus Bacon farms

DRAFT MINUTES

**Minutes
Fraser City Council - Regular Meeting
Thursday, January 14TH, 2016 - 7:00 P.M**

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

Present: Mayor Nichols and Council Members Blanke, Carnagie, Foster, Hemelberg, Lesich and Schornak
Absent: None
Also Present: Richard Haberman, City Manager
Kelly Dolland, City Clerk
Jack Dolan, City Attorney

1. Call Meeting to Order - Mayor Nichols called the regular meeting to order at 7:00 p.m.

OPENING PRAYER: Rev. Bradley A. Smith St. John Lutheran Church-Fraser, MI

2. Pledge of Allegiance

3. Approval of Agenda

Member Lesich moved, seconded by Member Schornak, TO APPROVE AGENDA AS PRESENTED.

Mayor asked for a roll call vote:

Blanke - yes Lesich - yes
Carnagie - yes Nichols - yes
Foster – yes Schornak - yes
Hemelberg – yes

The motion carried unanimously

Member Blanke moved, seconded by Member Lesich, TO AMEND THE AGENDA TO add under 8f. Add Council rule 4.01, an agenda will be created by the City Manager and approved by the Mayor, three Council members in writing, e-mail, communication or telephone conversation with the City Manager may add or delete any reasonable item within the prepared and approved agenda. Change to be made before posted on Friday prior to the council meeting.

Mayor asked for a roll call vote:

Blanke - yes Lesich - yes
Carnagie - yes Nichols - yes
Foster – yes Schornak - yes
Hemelberg – yes

The motion carried unanimously

4. Citizen Participation on Agenda Item - None

5. Presentations -

Plante Moran – Fraser Finances

Members of Plante Moran; Brian Camiller, Laura Knapp and Dave Harrington stated they were hired in April 2015 to deal with the City of Fraser accounting related matters. They provided a PowerPoint presentation of their eight month assignment with the City of Fraser as well as 2015 yearend audit report.

Acting Mayor Hemelberg made a motion to have Plante Moran review the budget, prepare a budget for 2016, prepare a five year plan, and receive a monthly report from the City Manager. Request Plante Moran prepare a quarterly report to confirm the City is on the right track.

Mr. Haberman stated he and the Finance Director now have good numbers and are currently doing this what Acting Mayor Hemelberg’ motion.

Member Schornak stated she works for a financial institution and believes the financial outcome from the audit is more like a C- than an A. Believes City of Fraser risk level is high. Questioned the Finance Director and the City Managers ability to allow this to happen.

Minutes
Fraser City Council - Regular Meeting
Thursday, January 14th, 2016 – 7:00pm

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Mr. Haberman stated the previous Finance Director gave no indication of a problem.
Member Blanke questioned the unfunded legacy cost and defined benefit pension 2015 audit.
Councilmember Lesich questioned the bank reconciliations, net cash.
Councilmember Foster thanked Mary Jaganjac, asked what the 2016/2017 budget would look like, and questioned the purchasing policies.
Mayor Pro-tem Carnegie questioned who is accountable to oversee payroll, ~ Finance Department.
Mayor Pro-tem Carnegie asked Plante Moran if the City of Fraser has the right people for the job. Plante Moran stated previously no, but currently yes to the Finance Director.
Mr. Camiller stated Plante Moran's goal is to make the city self-sufficient.
Mayor Nichols asked if the City of Fraser's situation is considered financial urgent in nature. ~ Mr. Camiller stated yes, because the City is trending in a direction that you don't want to be trending in.
Councilmember Schornak asked is the cost of Plante Moran's services. Plante Moran and the auditor's last month cost exceeded \$20,000. ~ Plante Moran stated there is an hourly contract signed with the city.
Gary Lane, 16924 Anita commented on the topic.
Ken Immler, Hawk Industries commented on the topic.

Acting Mayor Hemelberg moved, second by Member Foster, TO HAVE PLANTE MORAN REVIEW AND CREATE A BUDGET FOR THE NEXT FISCAL YEAR, HAVE THE CITY MANAGER PROVIDE A MONTHLY UPDATE, HAVE PLANTE MORAN DO QUARTERLY CHECKS TO CONFIRM THE CITY IS FOLLOWING THE BUDGET AND MEETING OUR PROJECTIONS.

The motion carried unanimously

6. **Public Hearing -**

A. Healthmark Industries Application for creation of Plant Rehabilitation Agreement.
Camille Silda and John Dondanville represented Healthmark Industries stated the Plant Rehab District is only used in cases of rehabilitation of a building that is obsolete and due to the age of the utility system in the building, Gary Blash, the previous Assessor wrote a letter stating such.
Mr. Dondanville spoke of the growth of the company, Phase I which is completed, Phase II is renovation of an old warehouse, with new loading shipping and receiving, Phase III is in the works.
Councilmember Lesich spoke on the topic.
Councilmember Blanke spoke on the topic.
Public Hearing opened at: 10:40pm
Anna Cameron, 34273 Garfield Circle spoke on the topic.
Public Hearing Closed at: 10:42pm
Councilmember Schornak spoke on the topic.
Councilmember Blanke spoke on the topic.
Conversation ensued
Ken Immler, Hawk Industries spoke on the topic.
Gary Placido, 15338 Rambling Dr. spoke on the topic.
Resident 17107 Gretel spoke on the topic.

Mayor Pro-tem Carnegie moved, second by Mayor Nichols FOR THE ESTABLISHMENT OF THE PLANT REHAB DISTRICT.

The motion carried unanimously

Acting Mayor Hemelberg moved, second by Mayor Nichols FOR THE APPROVAL OF THE APPLICATION FOR THE INCENTIVE.

The motion carried unanimously

7. **Consent Agenda**

Acting Mayor Hemelberg moved, seconded by Member Schornak, TO APPROVE THE CONSENT AGENDA ITEMS AS PRESENTED.

The motion carried unanimously

8. Requests For Council Action

a) Request Council consider an Ordinance Amending and Revising in the Code Of Ordinances Chapter 32 Zoning adding under Section 32-134(1) Subparagraph J Permitting the Indoor Storage and Indoor Sale of Classic Automobiles, Providing for Definition, Regulations, Repealer, Severability, Penalties and Effective Date.

Dave Coulier, Show Down Motors and Dan Doldan were present.

Mr. Haberman stated he and the Building Official does not see a down side as far as impact on adjacent property owners and traffic patterns. Their recommendation to Council is to overrule the Planning Commission's rejection and approve the request.

Mr. Dolan spoke of the ordinance.

Mayor Pro-tem Carnagie spoke on the topic.

Councilmember Lesich spoke on the topic.

Councilmember Blanke spoke on the topic.

Councilmember Foster spoke on the topic.

Paul Cilluffo, 31640 Cyril spoke on the topic.

Acting Mayor Hemelberg moved, seconded by Member Foster, to REQUEST COUNCIL CONSIDER AN ORDINANCE AMENDING AND REVISING IN THE CODE OF ORDINANCES CHAPTER 32 ZONING ADDING UNDER SECTION 32-134 (1) SUBPARAGRAPH J PERMITTING THE INDOOR STORAGE AND SALE OF CLASSIC AUTOMOBILES, PROVING FOR DEFINITION, REGULATIONS, REPEALER, SEVERABILITY, PENALTIES AND EFFECTIVE DATE.

The motion carried unanimously

b) Request the Council approve a budget amendment from Fund Balance to Account Number 101-101-757-000 in the amount of \$5,500 for the purchase of iPad devices for City Business.

Councilmember Schornak stated she will not use the iPad.

Councilmember Blanke stated she will not use the iPad.

Mr. Haberman spoke of benefits of the iPads.

Councilmember Lesich currently uses his iPad for the meetings.

Councilmember Schornak stated she will pick up the meeting packet from the City Manager's Office. She never asked to have the packet delivered to her address.

Councilmember Blanke stated she will pick up the meeting packet from the City Manager's Office.

Nancy Berube, 31425 Kelly Rd. spoke on this topic.

Janet Calabrese, 17926 Breezeway spoke on this topic.

Councilmember Lesich moved, seconded by Mayor Nichols, to Request the Council approve a budget amendment from Fund Balance to Account Number 101-101-757-000 in the amount of no more than \$5,500 for the purchase of iPad devices for City Business.

The motion carried unanimously

c) Request Council adopt addition to the Council Rules and Procedures addressing the process for appointment of an individual to fill a vacant seat on the City Council under Section 5.4 of the City Charter.

Member Lesich moved, seconded by Acting Mayor Hemelberg, to POSTONE ACTION TO NEXT SCHEDULED MEETING. Councilmember Lesich withdrew his motion.

Councilmember Blanke moved, Seconded by Acting Mayor Hemelberg, that Council use section 5.4 of the Charter of the City of Fraser states a vacancy on the City Council shall be filled by appointment by the Council, of a person possessing the qualifications for the office. The process for this appointment will be to contact the next highest vote getter from the previous election to see if he/she is interested in filling the vacancy. If not the same process will be followed for the

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next highest vote getter and so on. If all persons are not interested if filling the vacancy the same process will be used for the election of the next previous election and so on until the vacancy is filled. This would be a council rule, not under City Charter. Council must declare a vacancy, and then fill the vacancy 45 days of meeting date as amended.

Mr. Haberman suggested an amendment; Council must declare a vacancy, and then fill the vacancy 45 days of meeting date.

Mayor Pro-tem Carnegie inquired when the person will be sworn in at that meeting.

Councilmember Blanke moved, Seconded by Acting Mayor Hemelberg, to REQUEST COUNCIL TO USE SECTION 5.4 OF THE CHARTER OF THE CITY OF FRASER STATING A VACANCY ON THE CITY COUNCIL WILL BE FILLED BY APPOINTMENT BY THE COUNCIL, OF A PERSON POSSESSING THE QUALIFICATIONS FOR THE OFFICE. THE PROCESS FOR THIS APPOINTMENT WILL BE TO CONTACT THE NEXT HIGHEST VOTE GETTER FROM THE PREVIOUS ELECTION TO SEE IF HE/SHE IS INTERESTED IN FILLING THE VACANCY. IF NOT THE SAME PROCESS WILL BE FOLLOWED FOR THE NEXT HIGHEST VOTE GETTER AND SO ON. IF ALL PERSONS ARE NOT INTERESTED IN FILLING THE VACANCY THE SAME PROCESS WILL BE USED FOR THE ELECTION OF THE NEXT PREVIOUS ELECTION AND SO ON UNTIL THE VACANCY IS FILLED.

The motion carried unanimously

d) Request the Council consider rule changes regarding the use of electronic devices during Council meetings as recommended by the Mayor, Mayor Pro Tem and Acting Mayor and adopt the Electronic Equipment and Internet Policy presented by the Administration for Council and Employees.

Member Lesich moved, seconded by Acting Mayor Hemelberg, to TABLE ACTION TO NEXT SCHEDULED MEETING.

The motion carried unanimously

e) Extend City Manager's contract in its current form for an indeterminate period.

Councilmember Lesich asked of the six month severance ~ Mr. Dolan stated if there were a separation; a six month severance pay would go into effect. ~

Indeterminate period means Mr. Haberman will continue to serve until Council advises him not to and the six month severance pay would go into effect. The term month to month, means at the end of the month it's over that's it.

Paul Cilluffo, 31640 Cyril spoke on this topic.

Councilmember Lesich moved, seconded by Mayor Nichols to EXTEND THE CITY MANAGER'S CONTRACT IN IT'S CURRENT FORM FOR AN INDETERMINATE PERIOD AND SET A REVIEW OF THE CITY MANAGER WITHIN 60 DAYS.

The motion carried unanimously

f) Discuss the preparation of Council agenda.

Mayor Nichols moved, seconded by Councilmember Lesich to TABLE DISCUSSION OF THE PREPARTION OF CITY COUNCIL AGENDA TO THE NEXT SCHEDULED MEETING.

The motion carried unanimously

9. Report of City Administration/Pending Items

Mr. Haberman spoke of a successful Public Safety bust.

10. Report of Mayor and City Council/New Business

Councilmember Lesich spoke of the Valentine's Day Dance.

Councilmember Blanke spoke of the Recreation Commission.

Councilmember Foster thanked her fellow Council members.

Member Schornak mentioned the Boundless Park Valentine's Day Dance Fundraiser and Library fundraiser.

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Acting Mayor Hemelberg thanked all.
Mayor Pro-tem Carnegie spoke old Dairy Queen building on Groesbeck.
Mayor Nichols thanks the City of Fraser residents and Council.

11. Citizen Participation

Laura Lesich 15201 Fairview spoke of the Finance Department.
17107 Gretel resident spoke of the meeting.
Dave Winowiecki, spoke of the meeting.
Paul Cilluffo, spoke of various topics.

12. Adjournment

Acting Mayor Hemelberg moved, seconded by Mayor Nichols, to ADJOURN THE REGULAR COUNCIL MEETING OF JANUARY 14th AT 12:19 A.M.

The motion unanimously,

Respectfully submitted,

Kelly Dolland, City Clerk

Joe Nichols, Mayor

/kd

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank PNC GENERAL CHECKING						
01/11/2016	PNC	120020	ABSWAT	ABSOPURE WATER COMPANY	WATER DISPENSER CHARGE/LIBRARY	13.90
01/11/2016	PNC	120021	AFLAC	AFLAC	EMPLOYEE PAID INSURANCE	1,294.40
01/11/2016	PNC	120022	ALAMEM	ALA MEMBER SERVICES	ALA MEMBERSHIP/LIBRARY	209.00
01/11/2016	PNC	120023	AMAZON	GECRE/AMAZON	BOOKS/LIBRARY	4.17
					BOOKS LIBRARY	13.49
					BOOKS LIBRARY	26.92
					BOOKS LIBRARY	43.53
					BOOKS LIBRARY	115.34
					BOOKS LIBRARY	74.33
					BOOKS LIBRARY	15.94
					CREDIT/LIBRARY	(0.02)
					CREDIT/LIBRARY	(10.67)
					CREDIT/LIBRARY	(0.01)
					CREDIT/LIBRARY	(0.01)
					CREDIT/LIBRARY	(0.76)
					CREDIT/LIBRARY	(0.57)
					CREDIT LIBRARY	(0.03)
					CREDIT LIBRARY	(0.01)
					CREDIT LIBRARY	(0.01)
					CREDIT LIBRARY	(5.03)
					CREDIT/LIBRARY	(0.58)
						<u>276.02</u>
01/11/2016	PNC	120024	AMAZON	VOID		
01/11/2016	PNC	120025	AMAZON	VOID		
01/11/2016	PNC	120026	AMELIB	AMERICAN LIBRARY ASSOCIATION	BOOKS/LIBRARY	41.95
01/11/2016	PNC	120027	AMEMES	AMERICAN MESSAGING	LOCKBOX PAYMENT	19.64
01/11/2016	PNC	120028	AMEGAS	AMERIGAS-STERLING HEIGHTS	PROPANE	1,461.72
01/11/2016	PNC	120029	ARGHAZ	ARGUS-HAZCO	YEARLY FLOW TESTING/PS	880.00
01/11/2016	PNC	120030	ASSSER	ASSESSMENT ADMINISTRATION SERVICES	ASSESSOR SERVICES - NOVEMBER 2015	8,000.00
01/11/2016	PNC	120031	SBC	AT&T	PHONE CHARGES	753.37
					PHONE CHARGES	2.57
					PHONE CHARGES	25.64
					PHONE CHARGES	32.18
					PHONE CHARGES	51.30
					PHONE CHARGES	31.96
					PHONE CHARGES	121.04
						<u>1,018.06</u>
01/11/2016	PNC	120032	AT&TLD	AT&T LONG DISTANCE	LONG DISTANCE CHARGERS	12.02
01/11/2016	PNC	120033	BANVAC	BANK'S VACUUM - SHELBY TWP	REPLACEMENT VACCUUM FOR DPW	226.95
01/11/2016	PNC	120034	BELBEA	BELLANCE, LABARGE PC	INDIGENT ATTORNEY FEES	225.00
01/11/2016	PNC	120035	BOBSAN	BOBS SANITATION SERVICE, INC	RESTROOM RENTAL	320.00
01/11/2016	PNC	120036	999DPS	CARLY MOCNY	PAYMENT FOR COMPLETED ACLS CERTIFICATION	100.00
01/11/2016	PNC	120037	CINTAS	CINTAS CORPORATION #354	JANITORIAL SUPPLIES SR. CENTER	161.53
					JANITORIAL SUPPLIES/CITY HALL	274.25
					JANITORIAL SUPPLIES/SENIOR HOUSING	112.24
					JANITORIAL SUPPLIES/LIBRARY	111.92
					JANITORIAL SUPPLIES/DPW	1,197.96
						<u>1,857.90</u>
01/11/2016	PNC	120038	COMCAS	COMCAST	CABLE CHARGES	95.91

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					CABLE CHARGES	112.35
						<u>208.26</u>
01/11/2016	PNC	120039	CONENG	CONSUMERS ENERGY	GAS BILLS	3,092.97
01/11/2016	PNC	120040	CORMUN	CORNERSTONE MUNICIPAL	ACA MONTHLY FEE - DEC 2015	833.33
01/11/2016	PNC	120041	COSTCO	CAPITAL ONE COMMERCIAL	SUPPLIES BUILDING DEPT	47.37
					SUPPLIES RECREATION	<u>36.10</u>
						83.47
01/11/2016	PNC	120042	DEMCO	DEMCO	PROCESSING SUPPLIES LIBRARY	109.94
01/11/2016	PNC	120043	DETELE	DETROIT ELEVATOR COMPANY	VALVE SAFETY TEST LIBRARY ELEVATOR	1,246.00
01/11/2016	PNC	120044	DTEENG	DETROIT ENERGY	ELECTRIC BILLS	9,212.14
01/11/2016	PNC	120045	DTESTR	DETROIT ENERGY STREET LIGHTS	TRAFFIC SIGNAL LIGHTS NOV 2015	106.24
					COMPANY OWNED ORNAMENTAL NOV 2015	8,815.32
					COMPANY OWNED OVERHEAD/NOV 2015	<u>9,790.60</u>
						18,712.16
01/11/2016	PNC	120046	DETWAT	DETROIT WATER & SEWERAGE DEPT	CITY WATER	89,283.20
01/11/2016	PNC	120047	FIRCHO	FIRST CHOICE SERVICES	COFFEE SUPPLIES/SENIOR CENTER	204.86
01/11/2016	PNC	120048	FISAUT	FISHER AUTO PARTS, INC	PARTS /A-1/CHARGER PS	28.44
01/11/2016	PNC	120049	FRAAUT	FRASER AUTOMOTIVE REPAIR LLC	PARTS/2010 CHEVROLET TRAVERSE	25.74
01/11/2016	PNC	120050	FCOA	FRASER COMMAND OFFICERS ASSOC	POLC UNION DUES DEC 2015	520.00
01/11/2016	PNC	120051	FRADIS	FRASER DISPATCHERS ASSOCIATION	DISPATCH UNION DUES DEC 2015	375.00
01/11/2016	PNC	120052	FRALIE	FRASER LIEUTENANTS ASSOCIATION	LIEUTENANTS UNION DUES DEC 2015	120.00
01/11/2016	PNC	120053	FPOAM	FRASER POLICE OFFICERS ASSOCIATION	POAM UNION DUES DEC 2015	2,036.00
01/11/2016	PNC	120054	GENPOW	GENPOWER PORODUCTS INC	RADIATOR INSTALL SENIOR CENTER	4,414.39
01/11/2016	PNC	120055	9999BB	GIUSEPPE LUCIDO	BUILDING BOND RELEASE	1,000.00
01/11/2016	PNC	120056	GRANIC	GRANICUS, INC	MONTHLY MANAGED SERVICE: MEETING EFFICIE	395.00
					MONTHLY MANAGED SERVICE: OP/GT	<u>697.00</u>
						1,092.00
01/11/2016	PNC	120057	GREPES	GREAT LAKES PEST CONTROL CO. INC	MONTHLY PEST CONTROL LIBRARY	50.00
					MONTHLY PEST CONTROL ACTIVITY CENTER	50.00
					MONTHLY PEST CONTROL ACTIVITY CENTER	75.00
					MONTHLY PEST CONTROL DPW	<u>50.00</u>
						225.00
01/11/2016	PNC	120058	HDSWW	HD SUPPLY WATERWORKS, LTD	WATER DEPARTMENT SUPPLIES	534.84
01/11/2016	PNC	120059	INGRAM	INGRAM LIBRARY SERVICES	BOOKS/LIBRARY	425.49
					BOOKS/LIBRARY	13.72
					CREDIT/LIBRARY	(9.30)
					CREDIT LIBRARY	<u>(14.37)</u>
						415.54
01/11/2016	PNC	120060	MISC	JEWELL PHOTO	2015 FRASER CITY COUNCIL PHOTO	370.00
01/11/2016	PNC	120061	K/EELE	K/E ELECTRIC SUPPLY CORP.	LIGHTING CITY HALL	208.96
01/11/2016	PNC	120062	LEBRO	LEBRO CHEMICAL COMPANY	CLEANING SUPPLIES/P=DPW	634.95
01/11/2016	PNC	120063	LEGSHI	LEGALSHIELD	EMPLOYEE PAID LEGAL FEE DEC 2015	102.60
01/11/2016	PNC	120064	FRALIB	LIBRARY PETTY CASH	PETTY CASH	14.05
					PETTYCASH	<u>24.27</u>
						38.32
01/11/2016	PNC	120065	MCROAD	MACOMB COUNTY DEPARTMENT OF ROADS	TRAFFIC SIGNAL MAINTENANCE	1,313.78

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/11/2016	PNC	120066	MCTRCT	MACOMB COUNTY TREASURER	COUNTY LIBRARY FEE - NOV 2015	75.00
01/11/2016	PNC	120067	MACMEC	MACOMB MECHANICAL, INC	REPAIR/SENIOR HOUSING	166.00
01/11/2016	PNC	120068	MARPRO	MARVELOUS PROMOTIONS	LOGO PRINTING FOR BUILDING	197.00
01/11/2016	PNC	120069	MERS	MERS	EMPLOYEE RETIREMENT	218,182.00
01/11/2016	PNC	120070	MICTEL	MICH TEL	MONTHLY PHONE CHARGES	991.80
01/11/2016	PNC	120071	MML	MICHIGAN MUNICIPAL LEAGUE	RFQ DESIGN AND CONTRACT ADMIN SERVICES 2	46.10
					PART TIME ELECTIOIN CLERK AD	31.90
					PART TIME FINANCE CLERK AD	60.40
						<u>138.40</u>
01/11/2016	PNC	120072	OFFMAX	OFFICEMAX INCORPORATED	OFFICE SUPPLIES/LIBRARY	74.03
					SUPPLIES/LIBRARY	32.75
					OFFICE SUPPLIES/PS	58.08
					OFFICE SUPPLIES/PS	293.98
						<u>458.84</u>
01/11/2016	PNC	120073	OTIELE	OTIS ELEVATOR COMPANY	SERVICE CONTRACT CHARGES 1-1-16/12-31-16	5,355.44
01/11/2016	PNC	120074	999DPS	PACC/PAAM	PACC SUBSCRIPTION RENEWAL 2016	100.00
01/11/2016	PNC	120075	PETTYC	PETTY CASH	PUBLIC SAFETY PETTY CASH	103.72
01/11/2016	PNC	120076	PNCBAN	PNC	SAFE DEPOSIT BOX RENEWAL	100.00
01/11/2016	PNC	120077	PRADIS	9YU-PRAXAIR DISTRIBUTION INC	OXYGEN/PS	168.70
01/11/2016	PNC	120078	RAYELE	RAY ELECTRIC	LIGHTING/DPW	62.88
					LIGHTING/SENIOR CENTER	69.99
					LIGHTING/SENIOR HOUSING	154.16
						<u>287.03</u>
01/11/2016	PNC	120079	ROOTX	ROOTX	ROOTX/DPW	462.85
01/11/2016	PNC	120080	SCHCAH	SCHOENHERR, CAHILL & WARNEZ, PC	INDIGENT ATTORNEY FEES	250.00
01/11/2016	PNC	120081	MISC	SHRCCI	JOE NICHOLS LEADER LUNCHEON	60.00
01/11/2016	PNC	120082	SHR-IT	SHRED-IT USA	SHREDDING SERVICE	46.55
					SHREDDING SERVICE	61.25
						<u>107.80</u>
01/11/2016	PNC	120083	SIRFIN	SIRCHIE FINGER PRINT LABORATORIES	TEST 05-DUQUENOIS-LEVINE/10/PS	109.60
01/11/2016	PNC	120084	SPEEDC	SPEED CLEAN SERVICE	CLEANING CITY HALL	345.00
					CARPET CLEANING/CITY HALL	769.80
						<u>1,114.80</u>
01/11/2016	PNC	120085	SPEOIL	SPENCER OIL COMPANY	UNLEADED FUEL	3,770.15
					GREASE/DPW	96.97
					GREASE/DPW	319.95
						<u>4,187.07</u>
01/11/2016	PNC	120086	999DPW	STATE OF MICHIGAN	STATE PERMIT APPLICATION FEE	75.00
01/11/2016	PNC	120087	SLC	SLC PROPRIETARY FUND	AUTOMATED SYSTEM SERVICES JAN-MARCH 2016	9,944.00
01/11/2016	PNC	120088	SUPDEN	SUPPLY DEN	JANITORIAL SUPPLIES/CITY HALL	54.57
					VACCUUM BELT/PS	3.96
						<u>58.53</u>
01/11/2016	PNC	120089	TEAMST	TEAMSTERS LOCAL 214	DC/DPW/CLERICAL UNION DUES DEC 2015	1,164.44
01/11/2016	PNC	120090	USPOST	UNITED STATES POSTAL SERVICE	PO BOX 10 RENEWAL	220.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount	
01/11/2016	PNC	120091	VERIZON	VERIZON	PHONE CHARGES NOV-DEC	11.27	
01/11/2016	PNC	120092	VINHO	VINTAGE HOUSE	CHRISTMAS BRUNCH	500.00	
01/11/2016	PNC	120093	WARPIP	WARREN PIPE & SUPPLY CO.	SUPPLIES.PS	15.85	
01/11/2016	PNC	120094	WEING	WEINGARTZ	PARTS/DPW	393.94	V
					PARTS/DPW	44.54	V
					PARTS/DPW	44.54	V
					PARTS/DPW	393.94	V
						876.96	
01/11/2016	PNC	120095	WINPOL	WINDER POLICE EQUIPMENT	STINGER BATTERY/PS	131.99	
01/11/2016	PNC	120096	WOLOIL	WOLVERINE OIL & SUPPLY CO., INC	HYDRAULIC OIL/DPW	302.75	
01/11/2016	PNC	120097	WOWCAB	WOW INTERNET-CABLE-PHONE	PHONE CHARGES	48.67	
					PHONE CHARGES	339.50	
					CABLE CHARGES	158.42	
					CABLE CHARGES	43.61	
					CABLE CHARGES	132.20	
						722.40	
01/11/2016	PNC	120098	BARYVE	YVETTE M. BARRETT ATTORNEY AT LAW	INDIGENT ATTORNEY FEES	175.00	
01/15/2016	PNC	120099	39PROB	39TH DISTRICT COURT - ROSEVILLE	OVERSIGHT FEES/REPORTING PROBATION	318.00	
01/15/2016	PNC	120100	ABCWAR	ABC WAREHOUSE	WASHER/SR. HOUSING	1,089.00	
01/15/2016	PNC	120101	ABRGAF	ABRAHAM & GAFFNEY, P.C.	AUDIT AND DELIVERY REPORTS YEAR ENDING J	2,900.00	
01/15/2016	PNC	120102	ACCMED	ACCUMED BILLING, INC	EMS/FIRE SERVICE FEE DEC 2015	2,153.80	
01/15/2016	PNC	120103	AEW	ANDERSON, ECKSTEIN & WESTRICK, INC	PROJECT #0190-0324-0	1,352.00	
					PROJECT# 0190-0363-0 SAW GRANT	2,907.20	
					PROJECT# 0190-0307-0 FRASER GENERAL -DPW	1,370.00	
					PROJECT #0190-0365-0 - 2016 RD PROGRAM-C	1,440.00	
					PROJECT# 0190-0364-0 2016 ROAD PROGRAM -	450.00	
					PROJECT # 0190-0356-0 2015 ROAD PRO-ASPH	170.00	
					PROJECT #0190-0355-0 2015 ROAD PROG-CONC	229.00	
					PROJECT 0190-0353-0 - 2015-1017 ROAD PRO	350.00	
					PROJECT #0190-0346-0 AUTOMATED WATER MET	200.00	
					PROJECT #0190-0342-0 2014 SRF PROJECT PL	1,848.00	
					PROJECT# 0190-0329-0 MCKINLEY PARK BOUND	322.00	
						10,638.20	
01/15/2016	PNC	120104	AEW	VOID			V
01/15/2016	PNC	120105	AIRGAS	AIRGAS USA, LLC	HELIUM /PROPANE RENTAL	59.21	
01/15/2016	PNC	120106	AMEFIN	AMERICA'S FINEST	THANK YOU CARDS/ENVELOPES SENIOR CENTER	148.00	
01/15/2016	PNC	120107	ASSSER	ASSESSMENT ADMINISTRATION SERVICES	ASSESSOR SERVICES JANUARY 2016	8,000.00	
01/15/2016	PNC	120108	SBC	AT&T	PHONE CHARGES DEC-JAN 2016	100.76	
01/15/2016	PNC	120109	BESBUY	BEST BUY BUSINESS ADVANTAGE ACCT	COMPUTER SUPPLIES	72.97	
01/15/2016	PNC	120110	BOUTRE	BOUND TREE MEDICAL	SUPPLIES/PS	90.98	
01/15/2016	PNC	120111	BREWIL	WILLIAM BREWSTER	REIMBURSEMENT FOR HEADLAMP	13.66	
01/15/2016	PNC	120112	BSNSPO	BSN SPORTS INC	BASEBALL DIAMOND NETTING	3,298.25	
01/15/2016	PNC	120113	9999BB	CHINOSKI BUILDING GROUP INC.	BOND RELEASE	500.00	
01/15/2016	PNC	120114	CONENG	CONSUMERS ENERGY	GAS SENIOR HOUSE #202	27.68	
01/15/2016	PNC	120115	CORMUN	CORNERSTONE MUNICIPAL	ACA MONTHLY FEE - JANUARY 2016	833.33	
01/15/2016	PNC	120116	CRUISE	CRUISERS	SPOTLIGHT#37/PS	304.39	
01/15/2016	PNC	120117	ERASER	J.C. EHRlich CO.	PEST CONTROL SR. HOUSING	55.00	
01/15/2016	PNC	120118	999REC	DRENA NOGA	REFUND BANQUET ROOM DEPOSIT/REC	125.00	
01/15/2016	PNC	120119	GEAPP	GENERAL ELECTRIC COPANY	SERVICE CALL SENIOR HOUSE #311	150.94	
01/15/2016	PNC	120120	GILVEE	GILBARCO INC	GAS PUMP REPAIR	153.00	
01/15/2016	PNC	120121	HDSFM	HD SUPPLY FACILITIES MAINTENANCE	REFRIGERATOR DOOR HANDLE/SR. HOUSING	38.59	
01/15/2016	PNC	120122	HOMDEP	HOME DEPOT CREDIT SERVICES	SUPPLIES/DPW	231.72	

CHECK REGISTER FOR CITY OF FRASER
 CHECK DATE FROM 01/01/2016 - 01/31/2016

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					SUPPLIES/DPW	77.35
					SUPPLIES/CHRISTMAS TREE LIGHTING	219.94
						<u>529.01</u>
01/15/2016	PNC	120123	HURWHO	HURON WHOLESALE SUPPLY, INC	PARTS/DPW	864.85
01/15/2016	PNC	120124	INGWHO	INGRAM WHOLESALE SIDING	SUPPLIES/CITY HALL	15.74
01/15/2016	PNC	120125	JOHNS	JOHN'S LUMBER	LUMBER/STEPHANS PARK	258.96
01/15/2016	PNC	120126	JOHNTT	JOHNSON THERMOL TEMP INC	SERVICE CALL SENIOR HOUSING #319	89.00
					SERVICE CALL DPW/DEFECTIVE HEATER	1,632.00
					SERVICE CALL DPW/.NO HEAT	217.00
					SERVICE CALL REINDEL & STEPHANS PARK	146.50
					REPLACED FILTERS IN ROOFTOP UNITS CITY H	915.60
						<u>3,000.10</u>
01/15/2016	PNC	120127	NICJOE	JOSEPH NICHOLS	MEETING WITH PLANTE MORAN	56.11
					FLEECE JACKETS/FRASER T-SHIRTS	75.00
						<u>131.11</u>
01/15/2016	PNC	120128	999MGR	KELLY ANN DOLLAND	MICHIGAN NOTARY STAMPER	32.90
01/15/2016	PNC	120129	KENCOM	KENT COMMUNICATIONS, INC.	PERSONAL PROPERTY STATEMENT MAILINGS	897.33
01/15/2016	PNC	120130	KIRHUT	KIRK, HUTH, LANGE & BADALAMENTI PLC	PROFESSIONAL SERVICES	1,593.85
01/15/2016	PNC	120131	MCCA	MACOMB COUNTY CLERK'S ASSOCIATION	JANUARY 2016 MACOMB COUNTY CLERK LUNCHEO	20.00
01/15/2016	PNC	120132	MCPWK	MACOMB COUNTY TREASURER	SERVICE RENDERED - DECEMBER 2015	205,086.37
					POLLUTANT SURCHARGE	60.74
						<u>205,147.11</u>
01/15/2016	PNC	120133	MCTRCT	MACOMB COUNTY TREASURER	COUNTRY LIBRARY FEE - DEC 2015	93.60
01/15/2016	PNC	120134	9999CT	MATTHEW B. GOLSON	RESTITUTION PAYMENT	400.00
01/15/2016	PNC	120135	9999BB	MATTHEW HILTZ	BUILDING BOND RELEASE #BB150273	100.00
					BUILDING BOND RELEASE #150274	100.00
						<u>200.00</u>
01/15/2016	PNC	120136	9999CT	MELBA OHMER	RESTITUTION PAYMENT	77.50
01/15/2016	PNC	120137	MACEO	MI ASSOCIATION OF	CODE ENFORCEMENT OFFICIALS MEETING/KAPUS	20.00
01/15/2016	PNC	120138	MACEO	MI ASSOCIATION OF	CODE ENFORCEMENT OFFICIALS MEETING/BUDCH	20.00
01/15/2016	PNC	120139	MIRCT	STATE OF MICHIGAN TREASURER	CRIME VICTIM FUND/JUROR COMP. REIMB/JUST	18,356.84
01/15/2016	PNC	120140	MIDAUT	MIDDLETON AUTO PARTS	TIRE DISPOSAL/PS	51.00
01/15/2016	PNC	120141	9999CT	MONIQUE TAYLOR	RESTITUTION PAYMENT	400.00
01/15/2016	PNC	120142	MORBAR	MORBARK, INC.	DOUBLE EDGED KNIFE BLADE/CHIPPER FOR BRU	839.12
01/15/2016	PNC	120143	MORCOM	MORE COMPUTER SUPPLIES	TONER/PS	368.52
01/15/2016	PNC	120144	NXKEM	NXKEM USA, LLC	SUPPLIES/DPW	522.89
01/15/2016	PNC	120145	OFFMAX	OFFICEMAX INCORPORATED	OFFICE SUPPLIES/REC	24.13
01/15/2016	PNC	120146	9999BB	ORLANDI GEAR COMPANY	BOND RELEASE	9,376.00
01/15/2016	PNC	120147	OSCLAR	OSCAR W. LARSON CO.	REPAIR GAS PUMP	174.05
01/15/2016	PNC	120148	PETTYC	PETTY CASH	HISTORICAL PROGRAM SUPPLIES	28.00
					HISTORICAL DINNER SHOW CAKE	55.98
						<u>83.98</u>
01/15/2016	PNC	120149	PLAMOR	PLANTE MORAN	SERVICES THROUGH DEC 21, 2015	7,467.50
01/15/2016	PNC	120150	POWSUP	POWER SUPPLY EQUIPMENT, LLC	RENTAL OF EXCAVATOR/PARK LANE WATER BREAK	313.50
01/15/2016	PNC	120151	PRIOFF	PRIME OFFICE INNOVATIONS	PRINTER MAINTENANCE/DC	142.99
01/15/2016	PNC	120152	999FIN	RANDOLPH A WARUNEK	RETURNED DD	80.00
01/15/2016	PNC	120153	REINDE	REINDEL TRUE VALUE	DECEMBER BILLING	956.24
01/15/2016	PNC	120154	999FIN	ROBERT BEAUREGARD	RETURNED DD 12-10-15	278.62

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
01/15/2016	PNC	120155	999FIN	RONALD RUFFINI	RETURNED DD 121015	35.05
01/15/2016	PNC	120156	SHEKEN	KEN SHEPARD	PAINTING DPW	2,400.00
01/15/2016	PNC	120157	SHIJAM	JAMES SHIMKO	PLUMBING INSPECTOR PAY DEC 2015	335.00
01/15/2016	PNC	120158	SHRCOR	SHREDCORP	SHREDDING/REC	30.00
01/15/2016	PNC	120159	SPEEDC	SPEED CLEAN SERVICE	CLEAN FLOORS/PS	99.00
					CLEANING/PS#36	75.00
					CLEANING OF PUBLIC SAFETY BUILDING	813.55
					CLEANING CITY HALL	500.00
					CLEAN #202/SENIOR HOUSING	160.00
					CLEAN CT FLOORS	375.00
					WINDOW CLEANING LIBRARY	250.00
						<u>2,272.55</u>
01/15/2016	PNC	120160	STAIND	STATE INDUSTRIAL PRODUCTS	DEGREASER/DPW	217.57
01/15/2016	PNC	120161	999DPS	STATE OF MICHIGAN	STATE AMBULANCE LICENSE RENEWAL	125.00
01/15/2016	PNC	120162	SUNMED	SUNSHINE MEDICAL SUPPLY, INC	GLOVE/PS	267.45
01/15/2016	PNC	120163	TEAFIN	TEAM FINANCIAL GROUP, INC	SUPPLIES LIBRARY COPIER	238.46
01/15/2016	PNC	120164	TYCINT	TYCO INTEGRATED SECURITY	QUARTERLY BILLING SENIOR CENTER	286.85
					QUARTERLY BILLING BAUMGARTNER HOUSE	670.77
						<u>957.62</u>
01/15/2016	PNC	120165	VERIZON	VERIZON	PHONE CHARGES OCT-DEC 2015	1,751.93
01/15/2016	PNC	120166	9999CT	VICTORIA . RESKE	RESTITUTION PAYMENT	700.00
01/15/2016	PNC	120167	WEING	WEINGARTZ	PARTS/DPW	44.54
					PARTS/DPW	393.94
						<u>438.48</u>
01/15/2016	PNC	120168	WHITLO	WHITLOCK BUSINESS SYSTEMS	WINTER TAX MAILING	1,538.78
					POSTAGE WINTER TAXES	2,388.54
					POSTAGE WATER BILLS	2,125.34
					WATER BILL MAILINGS	616.85
					WATER BILL POSTAGE	2,127.73
					WATER BILL MAILINGS	845.14
						<u>9,642.38</u>
01/15/2016	PNC	120169	WOWCAB	WOW INTERNET-CABLE-PHONE	CABLE CHARGES DEC 2015 ACTIVITY CENTER	268.44
01/19/2016	PNC	120170	MMLUNE	MICHIGAN MUNICIPAL LEAGUE	UIA 3RD QUARTER 2015	74.57
					UIA 4TH QUARTER 2015	41.72
						<u>116.29</u>
01/19/2016	PNC	120171	MMLUNE	VOID		
01/20/2016	PNC	110 (E)	ENTERP	ENTERPRISE FM TRUST	ENTERPRISE FLEET MANAGEMENT	11,405.12
					R & M PARTS-PS	1,940.86
					R & M PARTS-DPW	4,616.50
						<u>17,962.48</u>

PNC TOTALS:

Total of 153 Checks:	720,779.59
Less 5 Void Checks:	876.96
Total of 148 Disbursements:	<u>719,902.63</u>

v

**CITY OF FRASER PLANNING COMMISSION
MUNICIPAL BUILDING ~ 33000 GARFIELD ROAD
WEDNESDAY, OCTOBER 7TH, 2015 ~ 7:00 P.M.
MINUTES**

PRESENT: CHAIRMAN RICKARD, MEMBERS: BARR, EHRKE, LARAMIE, LOY, NEIBORG, STONEBREAKER.

EXCUSED ABSENCE: CALABRESE, QUERTERMOUS

ALSO PRESENT: TIM TOMLISON CITY ATTORNEY
PATRICK MEAGHER CITY PLANNER CONSULTANT
LEAH BROWN RECORDING SECRETARY

1. CALL MEETING TO ORDER:

Chairman Rickard called the meeting to order at 7:02 PM

2.	Chairman	Rickard	Present
	Members:	Barr	Present
		Calabrese	Absent
		Ehrke	Present
		Laramie	Present
		Loy	Present
		Neiborg	Present
		Quertermous	Absent
		Stonebreaker	Present

3. APPROVAL OF AGENDA ~ Regular Meeting of October 7th, 2015

Motion by Member **Stonebreaker** Support by Member **Loy**

TO: APPROVE the agenda of October 7th, 2015 with the removal of the proposed master plan presentation.

AYES **7** NAYS **0** MOTION CARRIED

4. APPROVAL OF MINUTES ~ Meeting of the September 2nd, 2015

Motion by Member **Laramie** Support by Member **Ehrke**

TO: APPROVE the September 2nd, 2015 minutes.

AYES **7** NAYS **0** MOTION CARRIED

5. UNFINISHED BUSINESS:

a. #03-15SP/ P AND P LANDSCAPING, PETER BRINK, 31559 GROESBECK/ TO ALLOW FOR OUTSIDE STORAGE AT EXISTING FACILITY LOCATED IN THE (IC) ZONING DISTRICT.

Mr. Brink returned to the planning commission with a revised site plan.

City Planner Meagher made a point that the site plan still does not meet the criteria per the ordinance (10.32.103).

A unanimous decision was made by the planning commission that the site plan is not complete. They are requiring a professional site plan created by an architect/engineer.

**CITY OF FRASER PLANNING COMMISSION
MUNICIPAL BUILDING ~ 33000 GARFIELD ROAD
WEDNESDAY, OCTOBER 7TH, 2015 ~ 7:00 P.M.
MINUTES**

Motion by Member **Laramie**, Supported Member **Stonebreaker**

TO POSTPONE FOR 60 DAYS: #03-15SP/ P AND P LANDSCAPING, PETER BRINK, 31559 GROESBECK/ TO ALLOW FOR OUTSIDE STORAGE AT EXISTING FACILITY LOCATED IN THE (IC) ZONING DISTRICT.

AYES 7 NAYS 0 MOTION CARRIED

6. SITE PLANS, SIGN REVIEWS, AND OTHER REVIEWS:

a. #04-15SP/ POSITIVE EXPANSION, HERCULES EXPANSION TOOL AND DIE LLC, 33901 JAMES J POMPO/ PROPOSED INDUSTRIAL ADDITION TO EXISTING INDUSTRIAL BUILDING.

Mr. Stevens and Mr. Jenkins want to add approximately 13,000 sq ft. to add another stamping press line to their building. This would give them the opportunity to add around 20 employees.

Member Stonebreaker asked the city planner about how this addition would affect the amount of parking needed. Mr. Meagher replied that they would need 1/500 for industrial buildings. For this building there would need to be at least 115 parking spaces. The original calculation of 142 spaces was incorrect. With that being said they are going to reduce the nonconformity from 55 spaces to 15.

Member Stonebreaker asked for confirmation that they will be adding spaces from the east side to the west side of the building, and they are adding a few to the south side as well.

Mr. Meagher confirmed this.

Chairman Rickard asked for confirmation that the ordinance changed from 1/400 spaces to 1/500 spaces.

Mr. Meagher confirmed that the numbers changed when computers and technology lessened the need for staff.

Mr. Stevens made a point that during each shift they have about 40 employees. From a practical aspect there should be plenty of spaces, though they do plan to add another 20 spaces.

Mr. Meagher confirmed that they will still be meeting the setbacks, and they are getting closer with the parking situation. He commented that the situation is actually improving because of the expansion.

Member Loy asked what their intention is with the façade of the structure.

Mr. Stevens replied that they currently plan to leave the building as is.

Member Loy and Member Stonebreaker expressed that they would like the building to look uniform and aesthetically pleasing.

Mr. Stevens confirmed that he would be willing to make the façade of the building look nicer.

Member Neiborg asked for confirmation that they are currently short 15 parking spaces.

Mr. Meagher explained that because they will be reducing the nonconforming situation dramatically, they are within their parameters.

The city attorney explained that they are going in the right direction by approving the request because they are reducing the nonconforming status.

Motion by Member **Stonebreaker**, Supported Member **Laramie**

**CITY OF FRASER PLANNING COMMISSION
MUNICIPAL BUILDING ~ 33000 GARFIELD ROAD
WEDNESDAY, OCTOBER 7TH, 2015 ~ 7:00 P.M.
MINUTES**

TO APPROVE #04-15SP/ POSITIVE EXPANSION, HERCULES EXPANSION TOOL AND DIE LLC, 33901 JAMES J POMPO/ PROPOSED INDUSTRIAL ADDITION TO EXISTING INDUSTRIAL BUILDING.

WITH THE FOLLOWING STIPULATIONS:

1. The sides of the building must match. Brick 8ft up, with the siding to match.

b. #05-15SP/ CLASSIC FAMILY GRILL / PETE MILICAJ, 34553 UTICA/ ADDITION OF WIND AND COLD WEATHER PROTECTION WALLS BETWEEN SUPPORT COLUMNS ON FRONT OF BUILDING.

Mr. Milicaj wants to add protection walls to the front of his building to keep the wind and cold out of his restaurant.

Mr. Warunek, Building Official, commented that when Mr. Milicaj bought the restaurant there was a temporary windbreak in front of the building. Now that Mr. Milicaj wants to put in a permanent shelter, he will have to get the appropriate permits and approval from the planning commission because of the façade change. There are some issues from a building standpoint. Currently there are footings only under the columns. He will not be able to construct the wall right against the concrete because it is not frost protected. If the commission will approve the project he and Mr. Milicaj will work together to find the best way to build the wall.

Member Stonebreaker asked if there should be building plans created by an architect to go forward with the project.

Mr. Meagher stated that it is a façade change, so like other façade changes the construction company will have to provide the specs and work to the building official to make sure they are meeting the building code. He does not believe it is necessary to present plans from an architect in front of the planning commission. The function of the area is not changing, it is primarily an aesthetic change.

Mr. Milicaj commented that he will abide by the building code.

Member Stonebreaker asked the City Attorney for his approval on the matter. The City Attorney gave his approval for the continuation of this project.

Motion by Member **Laramie**, Supported Member **Ehrke**

TO APPROVE TO APPROVE #05-15SP/ CLASSIC FAMILY GRILL / PETE MILICAJ, 34553 UTICA/ ADDITION OF WIND AND COLD WEATHER PROTECTION WALLS BETWEEN SUPPORT COLUMNS ON FRONT OF BUILDING.

WITH THE FOLLOWING STIPULATIONS:

1. The work must be done under Building Official, Randy Warunek's supervision.

AYES 7 NAYS 0 MOTION CARRIED

**CITY OF FRASER PLANNING COMMISSION
MUNICIPAL BUILDING ~ 33000 GARFIELD ROAD
WEDNESDAY, OCTOBER 7TH, 2015 ~ 7:00 P.M.
MINUTES**

7. PUBLIC HEARINGS:

a. To Adopt an Ordinance Amending and Revising in the Code of Ordinances, Chapter 32 "Zoning", adding under Section 32-134(1), Subparagraph "J", Permitting the Indoor Sale of Classic Automobiles, Providing for Definition, Regulations, Repealer, Severability, Penalties and Effective Date.

City Attorney Tomlinson stated that the classic car museum located at 14 and Utica would like to revise the original ordinance to allow for the sale of their classic cars at the 14 and Utica location. He stated that there is an outdoor sales location on Gratiot, but they would like to sell some of their cars indoors at the indoor facility. Under the zoning enabling act the planning commission is charged with the duty to hold a public hearing on the proposed amendment to the zoning ordinance, taking public comment. After closing the hearing the commission is requested to give a recommendation to City Council whether to approve or disapprove the proposed change. He also commented that changing this ordinance would apply to other facilities as well, though he does not believe there are any.

Member Laramie commented that the first time they came to the planning commission they were asked if they planned to sell classic cars out of the facility and they replied that they would not.

Member Stonebreaker commented on Member Laramie's statement saying that they also discussed at the original meeting that the building did not have the square footage to allow for the sale of classic cars. He also made a point that a car from the year 1995 would be considered a classic and there are still a lot of 1995 vehicles on the road today.

Chairman Rickard stated that this is not like a traditional car dealer. The product is limited and they would not be able to put any cars outside or provide service on any cars.

Chairman Rickard asked if they would be putting a sign up stating that they have classic cars for sale? Mr. Tomlinson replied that it would be subject to the sign ordinance.

Member Loy commented that he is not necessarily against the sale of used cars from inside the facility, but he would be against any signage stating that they have cars for sale.

Member Laramie asked for a reason why they changed their minds and now want to sell the cars.

Ms. Tomich spoke on behalf of Showdown Motors. She explained that people viewing the cars at the 14 and Utica facility frequently inquire about buying the cars and do not understand why they have to go to a different location to buy the car. People want to be able to buy the cars on site. She stated it would be more convenient for everybody to sell cars there.

Ms. Tomich also stated that she believes they do not have any intention to change the signage.

Member Neiborg commented that they do not just want to sell classic cars. By definition of the secretary of state they will also be permitted to sell all vehicles that may have been produced less than 15,000 a year. This would allow it to open up to numerous other vehicles besides classic vehicles.

City Attorney Tomlinson commented that 15,000/year is a small number, it is normally a very specialized type of vehicle.

Member Neiborg commented that he found some information online stating that the 2009 Dodge Nitro was made in a group of 14,800 and that vehicle is not considered to be anything special.

City Attorney Tomlinson made a point that if they want to reduce the number from 15,000 to something lower, they could add that to their recommendation.

Member Stonebreaker commented that no matter how you look at it they want to change the facility from a museum to a car sales facility.

Member Loy commented that the outside sales facility is only three miles away.

**CITY OF FRASER PLANNING COMMISSION
MUNICIPAL BUILDING ~ 33000 GARFIELD ROAD
WEDNESDAY, OCTOBER 7TH, 2015 ~ 7:00 P.M.
MINUTES**

Motion by Member **Stonebreaker**, Supported Member **Loy**

TO RECOMMEND TO COUNCIL THE DENIAL OF THE REQUESTED APPROVAL OF A ZONING ORDINANCE REVISION - To Adopt an Ordinance Amending and Revising in the Code of Ordinances, Chapter 32 "Zoning", adding under Section 32-134(1), Subparagraph "J", Permitting the Indoor Sale of Classic Automobiles, Providing for Definition, Regulations, Repealer, Severability, Penalties and Effective Date.

AYES 5 NAYS 2 MOTION CARRIED

8. NEW BUSINESS: None

9. OLD BUSINESS: None

10. ZBA LIAISON: None

11. COMMISSION MEMBERS TO BE HEARD:

Chairman Rickard: Nothing at this time.

Member Laramie: Nothing at this time.

Member Barr: Nothing at this time.

Member Loy: Nothing at this time.

Member Ehrke: Nothing at this time.

Member Neiborg: Nothing at this time.

Member Stonebreaker: Nothing at this time.

City Planner Meagher: Nothing at this time.

City Attorney: Nothing at this time.

Building Official: Nothing at this time.

12. PUBLIC TO BE HEARD: None

13. ADJOURNMENT:

Motion by Member **Laramie**, Support by Member **Stonebreaker**

TO: Adjourn the meeting of September 2nd, 2015 at 7:55pm

**CITY OF FRASER PLANNING COMMISSION
MUNICIPAL BUILDING ~ 33000 GARFIELD ROAD
WEDNESDAY, OCTOBER 7TH, 2015 ~ 7:00 P.M.
MINUTES**

AYES 7 NAYS 0 MOTION CARRIED.

THE MOTION WAS CARRIED UNANIMOUSLY.

ROBERT NEIBORG, Secretary

RANDY WARUNEK, Building Department Director

Audience members:
Attorney Zana Tomich



Fraser Parks & Recreation Commission

Minutes of the Regular Meeting
Tuesday, January 5th 2016
Fraser Municipal Building

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

Present: Chairperson Linda Stonebreaker, Vice Chairperson Sherry Stein; Commissioners Sarah Kelly, Jerry Brown, Gloria Buffa

Absent: Commissioner Chris Meller

Also Present: Christina Woods, Recreation Director

1. Call Meeting to Order

Chairperson Stonebreaker called the meeting to order at 7:04 PM.

2. Pledge of Allegiance

3. Approval of Agenda

VICE CHAIRPERSON STEIN MOVED, SECONDED BY COMMISSIONER BROWN TO APPROVE THE RECREATION COMMISSION REGULAR MEETING AGENDA FOR JANUARY 5TH 2015.

Motion carried unanimously.

4. Approval of Minutes

SECRETARY KELLY MOVED, SECONDED BY VICE CHAIRPERSON STEIN TO APPROVE THE MINUTES OF THE RECREATION COMMISSION REGULAR MEETING OF DECEMBER 1ST 2015.

Motion carried unanimously.

5. Old Business

Christina Woods, Parks and Recreation Director

Christmas in Fraser went great, the department got a lot of donations and sales from the blinkies that were sold. The fire bay worked wonderfully and it adds to the community atmosphere. The ice sculpture was a huge success and it got a lot of compliments. One upcoming issue are the light figurines that are displayed on Garfield and 14 mile, Christina said that they will need to be replaced with more reliable and new equipment. We anticipate purchasing one new, commercial grade item per year with donation money to replace old broken equipment. The ceremony went well and we look forward to having a guest countdown every year, like we do with the city parade. Chairperson Stonebreaker suggested that there needs to be a better sound system, and Christina agreed said this was something she was looking in to.

6. Recreation Master Plan 2017-2021 Ideas and Discussion

Fraser Parks & Recreation Commission

Minutes of the Regular Meeting
Tuesday, January 5th 2016
Fraser Municipal Building

Christina Woods, Parks and Recreation Director

Christina summarized the timeline of events for the next few months which includes an April 2017 deadline, a discussion of ideas on the survey in February 2016 meeting, and surveys will be distributed in March 2016. Chairperson Stonebreaker will be bringing in photos of parks in Holland and Grand Rapids for ideas. In February a presentation with pictures of the parks will help us plan for the 5 year plan as well as the spring clean up.

7. Updates on McKinley Barrier Free Park

The park is receiving a \$100,000 grant from MDNR for the airplane and fire truck playscapes. It is going to require a lot of workers and volunteers. The Valentines Dance was also announced, which will be coming up in February.

8. New Business

A. Commission Seats

Christina Woods, Parks and Recreation Director

Christina recommended that the commission decide how to choose candidates after interviews.

VICE CHAIR STEIN MOVED, SECONDED BY COMMISSIONER BROWN TO VOTE ON APPLICANTS VIA AN ANONYMOUS BALLOT VOTE SYSTEM.

Motion carried unanimously.

Applicants were interviewed in order, with the same questions asked of each: Gloria Buffa, Sarah Kelley, Laura Lesich, David Winowiecki.

The vote tallies were: 17 votes for Sarah Kelly, 14 for David Winowiecki, 13 for Laura Lesich, and 7 for Gloria Buffa.

VICE CHAIR STEIN MOVED, SECONDED BY COMMISSIONER BROWN TO RECOMMEND SARAH KELLY TO THE RECREATION COMMISSION TERM ENDING DECEMBER 31ST 2018

Motion carried unanimously.

CHAIRPERSON STONEBREAKER MOVED, SECONDED BY COMMISSIONER BROWN TO RECOMMEND DAVID WINOWIECKI TO THE RECREATION COMMISSION TERM ENDING DECEMBER 31ST 2018

Motion carried unanimously.

Fraser Parks & Recreation Commission

Minutes of the Regular Meeting
Tuesday, January 5th 2016
Fraser Municipal Building

CHAIRPERSON STONEBREAKER MOVED, SECONDED BY COMMISSIONER BROWN TO RECOMMEND DAVID WINOWIECKI TO THE RECREATION COMMISSION TERM ENDING DECEMBER 31ST 2018

Motion carried unanimously.

VICE CHAIRPERSON STEIN MOVED, SECONDED BY COMMISSIONER BROWN TO RECOMMEND LAURA LESICH TO THE RECREATION COMMISSION TERM ENDING DECEMBER 31ST 2016

Motion carried unanimously.

B. 2016 Recreation Commission Schedule
Christina Woods, Recreation Director

Meetings are as proposed:

Tuesday, January 5th
Tuesday, February 2nd
Tuesday, March 8th
Tuesday, April 5th
Tuesday, May 3rd
Tuesday, June 7th
Tuesday, July 5th or 12th
Tuesday, August 9th
Tuesday, September 6th
Tuesday, October 4th
Tuesday, November 1st
Tuesday, December 6th

CHAIRPERSON STONEBREAKER MOVED, SECONDED BY SECRETARY KELLY TO MOVE THE JULY 5TH MEETING TO JULY 12TH.

Motion carried unanimously.

9. Report from Buddies Representative

Buddies Representative was not present at the meeting.

10. Citizen Participation

Gudrun Getz

Fraser Parks & Recreation Commission

Minutes of the Regular Meeting
Tuesday, January 5th 2016
Fraser Municipal Building

Thought the Christmas in Fraser event was a huge success and thought Fraser Singers did a fantastic job at the Fraser senior Christmas Party.

Laura Lesich

Had a question about the schedule, asked if March 8th needed to be moved to March 1st due to the election.

**VICE CHAIRPERSON STEIN MOVED, SECONDED BY CHAIRPERSON
STONEBREAKER TO MOVE THE MARCH 8th MEETING TO MARCH 1ST.**

Motion carried unanimously.

11. Report from Recreation Director

Christina thanked sponsors that made Christmas in Fraser and the Senior Christmas Party possible. The new scroll software on TV is up and running and it should help with advertising our programs. Thomas LaDuke is considering having a Fraser senior-oriented radio show every month at the Activity Center. Summer Staff hiring will start soon. Volunteers are needed for the February 18th Daddy Daughter Dance event at the Vintage House.

12. Commission Members with Concerns

Commissioner Brown- Look forward to working with the new commissioner members, and will miss Commissioner Buffa.

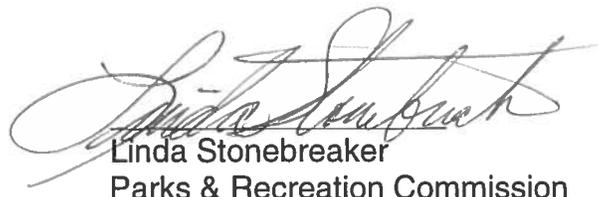
Vice Chairperson Stein- Look forward to working with new members, and hopes that Commissioner Buffa comes back to help at events.

Adjournment

**CHAIRPERSON STONEBREAKER MOVED, SECONDED BY CHAIRPERSON
STEIN TO ADJOURN THE RECREATION COMMISSION MEETING OF JANUARY
5TH 2016 AT 8:15 PM.**

Motion carried unanimously.

Respectfully Submitted,



Linda Stonebreaker
Parks & Recreation Commission

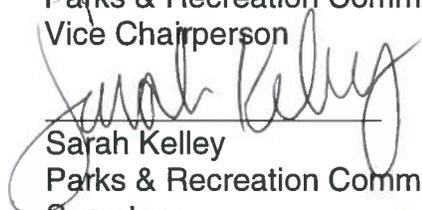
Fraser Parks & Recreation Commission

Minutes of the Regular Meeting
Tuesday, January 5th 2016
Fraser Municipal Building

Chairperson

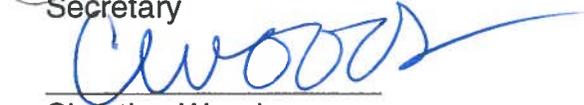


Sherry Stein
Parks & Recreation Commission
Vice Chairperson



Sarah Kelley

Parks & Recreation Commission
Secretary



Christina Woods

Parks & Recreation Director



City of St. Clair Shores

PROCLAMATION A PURPLE HEART CITY February 20, 2015

WHEREAS, the Mayor and Council of the City of St. Clair Shores has always supported its military veteran population; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and its specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly – make sure we never forget; and

WHEREAS, the City of St. Clair Shores has a large, highly decorated veteran population including many Purple Heart recipients; and

WHEREAS, our City appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support they have earned;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of St. Clair Shores do hereby proclaim the City of St. Clair Shores as

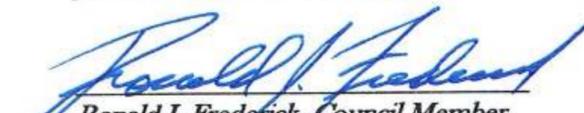
A PURPLE HEART CITY

and encourage the citizens of the City of St. Clair Shores to show their appreciation for the sacrifices the Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

Presented this 20th day of February 2015.


Kip C. Walby, Mayor

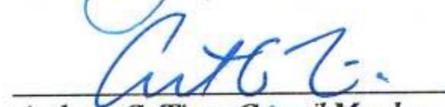

John D. Caron, Council Member

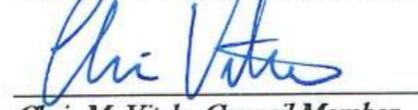

Ronald J. Frederick, Council Member


Peter A. Rubino, Council Member




Candice B. Rusie, Council Member


Anthony G. Tiseo, Council Member


Chris M. Vitale, Council Member

**APPLICATION FOR APPOINTMENT TO
CITY BOARDS & COMMISSIONS**

APPLICATION MAY BE SUBJECT TO PUBLIC VIEW



City of Fraser
33000 Garfield Road
Fraser, Michigan

LAST NAME		FIRST NAME		MIDDLE INITIAL	
Kelley		Sarah		K	
ADDRESS (number & street)					
16664 Erin					
CITY	STATE	ZIP CODE	HOME PHONE	CELL PHONE	
Fraser	MI	48026		586-339-8033	
NAME OF BOARD/COMMISSION APPLYING FOR					
Parks & Recreation					
REASON FOR INTEREST IN THIS BOARD (please list activities & special qualifications)					
P&R Commission for past 2 yrs. Secretary for 1+yr. I believe being a part of the Commission is not only a good influence for my family, but also for our community.					
EDUCATION (please list schools, diplomas, degrees, professional certificates, etc.)					
Fraser Public Schools K-12 graduated in 2002 Ongoing - Wayne County Community College District Nursing Program.					
CURRENT EMPLOYMENT					
COMPANY NAME			YOUR TITLE/POSITION		
Texas Roadhouse			Server		
COMPANY ADDRESS (number & street)					
20201 13 mile Rd					
CITY	STATE	ZIP CODE	OFFICE PHONE	PAGER	
Roseville	MI	48066		586-294-0838	
PLEASE LIST YOUR RESPONSIBILITIES					
Serve guests! Refill drinks take orders, Clean tables. Only work two shifts a month due to school & mommy hood.					

PLEASE ATTACH YOUR RESUME TO THIS APPLICATION

APPLICATION FOR APPOINTMENT TO
CITY BOARDS & COMMISSIONS

APPLICATION MAY BE SUBJECT TO PUBLIC VIEW

RECEIVED
CITY MANAGER'S OFFICE

DEC 18 REC'D



City of Fraser
33000 Garfield Road
Fraser, Michigan
Initials _____ Time _____

LAST NAME		FIRST NAME		MIDDLE INITIAL	
Lesich		Laura		L	
ADDRESS (number & street)					
15201 Fairview Drive					
CITY	STATE	ZIP CODE	HOME PHONE	CELL PHONE	
Fraser	MI	48026	(586) 293-6553	(586) 994-5104	
NAME OF BOARD/COMMISSION APPLYING FOR					
Parks & Recreation Commission seat ending 12/31/2016 (1 yr)					
REASON FOR INTEREST IN THIS BOARD (please list activities & special qualifications)					
Have been attending the Parks & Recreation meetings for several years and provide helpful suggestions for the commission to consider. Enjoy supporting Fraser activities especially surrounding the Parks. Active member of the Fraser First Booster Club and their efforts to build the McKinley Barrier Free Park.					
EDUCATION (please list schools, diplomas, degrees, professional certificates, etc.)					
University of Detroit, Detroit, MI: Bachelor of Science, Computer Science: 1987 Mocomb County Community College, Warren, MI: Associate of Arts, General Studies: 1981 Fraser High School, Fraser, MI: HS Diploma: 1975					
CURRENT EMPLOYMENT					
COMPANY NAME			YOUR TITLE/POSITION		
AT&T			Retired		
COMPANY ADDRESS (number & street)					
CITY	STATE	ZIP CODE	OFFICE PHONE	PAGER	
				(586) 994-5104	
PLEASE LIST YOUR RESPONSIBILITIES					
Last position: Senior Manager: Incentive Design (see Resume)					

PLEASE ATTACH YOUR RESUME TO THIS APPLICATION

KD

12-18-03

Laura L. Lesich
15201 Fairview Drive
Fraser, MI 48026 USA
Home: 586-293-6553
Cell: 586-994-5104
Email: lzlesich@gmail.com

Objective: Utilize my skills and expertise to contribute to the Fraser Parks and Recreation Commission to ensure solid recommendations are considered by the City Council.

Skills/Experience: Key strengths includes: Operates as a team player, demonstrates adaptability and resilience, exhibits leadership in taking ownership to achieve results by working with the team in accomplishing the deliverables. Extensive knowledge in MS Office applications, Word, Excel and PowerPoint.

Employment History:

02/2014 – Present: Retired

- Been involved in the Fraser First Booster Club planning and implementing projects and events. Average 10 hours volunteer work a month.
- Active at my daughter's school, International Academy of Macomb (IAM), managed the Spirit Wear orders 3-4 times a year which required selecting wearables students and parents were interested in, preparing order form, negotiating with the supplier on prices and deliverables, ensuring accuracy in payments, final invoice amounts, analyzing purchases to share with the Parent Community Club. Volunteer at events at the school, running concession stand for the powder puff game, selling items at school conferences, pass out snacks during Exam week, etc.

05/1979-01/2014: AT&T, SBC, Ameritech, Michigan Bell: Southfield, MI USA

- 02/2000-01/2014: Senior Manager: Incentive Programs for Consumer Marketing at the National Level. Responsible for designing, modeling, determining data requirements, implementing and processing Incentive Plans and overlays/contests for non-management and management employees (10,000 +). Responsible and managed \$17M Incentive Budget ensuring programs were designed and allocated within the budget reported to the Finance Department.
- 01/1988-01/2000: Manager:
 - Assisted Senior Manager in department Incentive programs while the company was Ameritech & SBC. Created and implemented initiatives to improve performances throughout the region as they related to the corporate goals and competitive strategies.
 - Responsible for the designed, development, production and dissemination of the Consumer Sales Tracking System.
 - Interfaced with IT and contract programmers in the development of report formats.
- 05/1979-01/1988: Senior Commercial Clerk:
 - Assisted supervisor with sales reporting, planning and analysis, computer operations-technical assistance to the timeshare system.
 - Assured correct Job Function Codes were used for expense reporting throughout Michigan service center.
 - Responsible for assisting the District Manager in the Residence Five Year Budget Plan.

Education:

University of Detroit, Detroit, MI USA: Bachelor of Science, Computer Science: 1987

Macomb County Community College, Warren, MI USA: Associate of Arts, General Studies: 1981

**APPLICATION FOR APPOINTMENT TO
CITY BOARDS & COMMISSIONS**

APPLICATION MAY BE SUBJECT TO PUBLIC VIEW



City of Fraser
33000 Garfield Road
Fraser, Michigan

LAST NAME		FIRST NAME		MIDDLE INITIAL	
Winowiecki, David M.					
ADDRESS (number & street)					
32487 Woody					
CITY	STATE	ZIP CODE	HOME PHONE	CELL PHONE	
Fraser	MI	48026	294-3480	596-5392	
NAME OF BOARD/COMMISSION APPLYING FOR					
Recreation Commission Member					
REASON FOR INTEREST IN THIS BOARD (please list activities & special qualifications)					
Help preserve valuable City assets and programs that will attract more families to our community. FHS Athletic Boosters Volunteer (12 years), including President (4 years), Inducted to the FHS Athletic Hall of Fame, Families Against Narcotics Volunteer (7 years), including Advisory Board member (5 years), Executive Director (1 year), Rising Stars Academy Foundation Board Member (current), Lifetime Career experience in Property Management including multi-family housing, senior housing and commercial property, currently managing \$15M budget					
EDUCATION (please list schools, diplomas, degrees, professional certificates, etc.)					
Franklin High School, Livonia Michigan Institute of Real Estate Management Certifications: Marketing and Management of Residential Property, Managing Real Estate as an Investment, Problem Solving and Decision Making for the Property Manager, Ethics in Real Estate Management					
CURRENT EMPLOYMENT					
COMPANY NAME			YOUR TITLE/POSITION		
Art Van Furniture			Director of Property Mgmt		
COMPANY ADDRESS (number & street)					
6500 14 Mile Road					
CITY	STATE	ZIP CODE	OFFICE PHONE	PAGER	
Warren	MI	48092	983-2117		
PLEASE LIST YOUR RESPONSIBILITIES					
35 years of comprehensive property management of commercial and residential buildings					

PLEASE ATTACH YOUR RESUME TO THIS APPLICATION

David Winowiecki

32487 Woody Road

Fraser, MI 48026

586.294.3480 Home

586.596.5392 Cell

Experience	Art Van Furniture, Warren, MI	1999 – Present
	Director of Facilities Management, April 2015 to Present	
	Responsible for the total portfolio with regard to infrastructure maintenance as well as the overall cosmetic appearance of more than 90 Furniture and Bedding Stores and over 1.2 million square feet of Distribution Centers.	
	<ul style="list-style-type: none">• Directly supervise Facilities/Property Management Technicians (serving 4 states), Property Management Administrator, Purchasing Supervisor, and the Corporate Housekeeping Team• Created and continue to develop the department by establishing maintenance standards and policies that add Brand Value for the ultimate guest experience and asset preservation.• Consistently ending each year under budget for the entire portfolio• Through implementation of energy saving programs in both lighting and HVAC, collected over \$500,000 in rebates from utility providers as well as saving 1.4 million dollars in energy usage over a two year period	
	Manager of Property Management Department, April 2011 – April 2015	
	Oversee the development, and implementation of Preventive Maintenance programs as well as Capital Expenditure and Cycle Replacement programs for 90+ properties and infrastructures throughout the organization. Develop a high performance team that provides additional support to internal teams in an effort to increase Sales Growth, Profitability, and Brand Value.	
	<ul style="list-style-type: none">• For two consecutive years finished 5% under budget each year while increasing portfolio size• For two consecutive years reduced capital expenditures by 3.5% each year• By developing and implementing an LED lighting conversion plan, reduced electrical consumption by 40% across the chain (in excess of \$2M annually)• Applied for and received energy efficiency rebates in excess of \$300K• Negotiate contracts with 30+ Vendors and Contractors for best value and highest quality• Developed, implemented, and continuously improved measures of KPI's for team• Reorganized staffing levels to improve productivity and reduce hours• Supervise 12 maintenance, administrative and support staff employees• Developed and implemented new Signature Maintenance landscaping plan for consistency across the chain• Cross-trained entire staff thereby increasing strength of team, productivity and covering temporary staffing gaps	
	Facilities Coordinator, November 2008 – April 2011	
	In addition to responsibilities from 1999 – 2007:	
	Oversee and Coordinate Maintenance, Remodeling, and Preservation of 30+ furniture retail stores	
	<ul style="list-style-type: none">• Developed and implemented electronic Work Order system resulting in better response time• Assisted in coordination of special events and 50th Anniversary Galas• Involved in the budget reporting process• Supervised 8 direct employees and 20+ Vendors/Contractors	
	Organizational Development Specialist, April 2007 – November 2008	
	<ul style="list-style-type: none">• Developed and implemented Employee Engagement Surveys• Created and implemented Team Building exercises• Facilitated and conducted Leadership Academies• Recruited retailers to participate in Art Van AdVantages program• Revamped, condensed and launched New Hire Orientation Program	
	Facilities Coordinator, July 1999 – April 2007	
	Responsible for the overall infrastructure of 25 Art Van properties	
	<ul style="list-style-type: none">• Perform periodic property inspections for compliance to company standards• Draft specifications for roof replacement, exterior painting, interior/exterior maintenance, HVAC, utilities, lawn maintenance, asphalt and concrete repairs/replacement, electrical/plumbing repairs and maintenance• Develop and implement preventative maintenance programs for physical appearance of showrooms, warehouse and mechanical equipment• Negotiate contracts for low cost/best value	

David Winowiecki

32487 Woody Road

Fraser, MI 48026

586.294.3480 Home

586.596.5392 Cell

- Manage and inspect projects from inception to completion
- Developed and implemented central purchasing program for janitorial supplies, interior and exterior maintenance materials/supplies to reduce costs
- Developed, negotiated and implemented food vending program at all locations, improving vending income from <\$30K to >\$100K annually
- Pursued and collected property damage recoveries of \$50K, utility rebates of \$5K

Edward Rose & Sons, Farmington, MI

1997 – 1999

Property Manager

Real Estate Property Manager Responsible for Multi-Family Rental Housing

- Managed multi-family housing (2,400+ units), responsible for complete physical operations as well as financial performance
- Effectively increased productivity of development while decreasing staff levels
- Increased occupancy levels to better than 95%
- Supervised 70+ employees including Managers, Leasing Agents, Groundskeepers, Maintenance

Art Van Furniture, Warren, MI

1994 – 1997

Clearance Center Manager

Responsible for Marketing and Sales strategies of a 'Store Within a Store'

- Increased Sales on average of \$38K per month
- Increased Profit Margin by average of 10%
- Increased volume of Add-Ons sold by 50%
- Promoted from Sales, Management Trainee, Assistant Sales Manager to Clearance Center Manager

FIFC Mortgage & MCA Mortgage

1992 – 1994

Loan Officer

Originated residential mortgages and follow-up through closing

Amurcon Corporation, Southfield, MI

1989 – 1992

Area Director

Real Estate Property Manager for Commercial, Condominiums, Multi Family (Market Rate), and Multi-Family Government Subsidized Housing

- Managed eight developments, multi-family and commercial
- Successfully negotiated commercial leases
- Maintained high ratio of managing properties under budget
- Supervised 54 employees including Managers, Leasing Agents, Groundskeepers, Maintenance
- Served on the Safety Committee and Employee of the Month committee

Wingate Management Corporation, Southfield, MI

1978 – 1989

Property Manager

Began as a Maintenance Technician, receiving several promotions and position changes to eventually become a Property Manager, responsible for Commercial, Condominium, Multi Family (Market Rate), and Multi Family Government Subsidized housing

- Managed multi-family housing, condominiums, retail and commercial space
- Maintained high ratio of managing properties at or under budget
- Supervised 22 employees including Managers, Leasing Agents, Groundskeepers, Maintenance
- Earned progressive promotions from entry level Maintenance to Property Manager

David Winowiecki

32487 Woody Road

Fraser, MI 48026

586.294.3480 Home

586.596.5392 Cell

Education

Franklin High School, Livonia, MI

Institute of Real Estate Management

Certifications:

- Marketing and Management of Residential Property
- Managing Real Estate as an Investment
- Problem Solving and Decision Making for the Property Manager
- Ethics in Real Estate Management

Civic Service

Current Board Member Rising Stars Academy Foundation

Families Against Narcotics

Board member, public speaker and active volunteer since inception January 2008, Advisory Board 2008 then Executive Director until September 2014

Fraser Athletic Booster Club

Active from 2000 – 2011 in various roles as Volunteer, Concession Chair, and President (2006 - 2011)
Inductee Fraser Athletic Hall of Fame

References available upon request.

MEMORANDUM

TO: Richard Haberman, Fraser City Manager
Fraser City Council Members
From: City of Fraser Recreation Commission
Date: January 5, 2016

RE: Recommendation for the Recreation Commission Seats

At the January 5, 2016 Recreation Commission Meeting the board voted to recommend Sarah Kelley and David Winowicki to fill the 2 Recreation Commission seats term ending December 31, 2018 and Laura Lesich to fill the Recreation Commission seat term ending December 31, 2016, for City Council approval

/cw

PROCLAMATION

CONGENITAL HEART DEFECT AWARENESS WEEK

February 7, 2016 - February 14, 2016

WHEREAS, the health and well-being of our children is of paramount importance; and

WHEREAS, each year in the United States, more than 40,000 babies are born with a congenital heart defect; and

WHEREAS, the medical community has identified congenital heart defects as the leading cause of birth defect-related deaths; and

WHEREAS, medical research can provide more information about the origins and symptoms of congenital heart defects; and

WHEREAS, it is important that parents, pediatricians and all those in the health profession have a greater awareness of the potential for congenital heart defects among newborns and children; and

WHEREAS, Congenital Heart Defect Awareness Week provides the opportunity for families and patients affected by these conditions to share their experiences and knowledge with the public, so that we all may be made more aware of how this defect affects all our lives.

NOW, THEREFORE, as Mayor of the City of Fraser, I do hereby proclaim February 7-14, 2014, **CONGENITAL HEART DEFECT AWARENESS WEEK** in the City of Fraser Michigan.

Memo

To: Rich Haberman
From: Michele Kwiatkowski
CC:
Date: 2/3/2016
Re: Wow Ethernet Fiber Solution

Mr. Haberman,

Currently the city buildings are using Wide Open West (WOW) as our broadband internet provider. Not only are employees in each building using the broadband internet for their daily work functions but it is a critical component to connect all the buildings together on the city network. The city employees all use BS&A software which needs to run in all buildings from the city server housed at city hall.

Currently with Wow, city buildings are connected with different speeds and pricing reflected on the need and budget. This is problematic for the network programs to run and causes software crashes throughout the week. The crashes are caused from not enough download/upload speed on the broadband. The only work around for this is to increase the broadband speeds which in turn increases the costs. Currently we are spending approximately \$820.00 a month for WOW internet. This only give us an upload speed of 20 mb, a more preferred speed of 50mb is available at a cost equal to or higher than fiber. We are also susceptible to slow downs with heavy traffic use as our broadband is a public broadband; which is controlled through our firewalls.

Approximately 5 months ago Comcast Business approached the city with a proposal to bring Ethernet Fiber to all the city buildings. The proposal would cover all construction and connection costs for all buildings and provide the necessary equipment to connect all the buildings. At that time it was decided to request a bid from WOW our current provider also. After both bids were received, it was determined that WOW was the lowest bidder. Comcast ask for a final and best bid chance, which you approved for both providers. Again WOW was the lowest bid for this service.

With this proposal we would contract for 100mb speed for the city hall and 70 mb for Public Safety, Department of Public Works, Parks and Recreation, and Library. Our monthly charge would be \$2500.00 per month for a period of 5 years. By signing a 5 year contract, the city would be able to avoid paying approximately \$45,000.00 in construction and connection

upfront cost that will be covered by our cable provider. While this is an increase it would bring our networks up to a proper speed for the need programs at each location.

One of the programs that is essential is BS&A that is running from the city hall out to all the city buildings, along with a Kantech program for security . We also incorporate programs to monitor the printers for service and billing. Along with the other monitoring programs for the computers, virus protection and many others.

Sincerely

Michele Kwiatkowski

Data Network Proposal for City of Fraser



Data Network Proposal for City of Fraser

Proposal Submitted To:
Michele Kwiatkowski
City of Fraser

Prepared By:
Jeff Hedeem
Strategy Account Executive
WOW! Business
Office: 734-442-6014
Jeff.hedeem@wowinc.com

Contributor:
Bill Dukus
Business Sales Engineer
WOW Business Solutions
William.dukus@wowinc.com



Michele Kwiatkowski
City of Fraser
33000 Garfield Rd
Fraser, MI 48026

Dear Michele:

Thank you very much for allowing WOW! BUSINESS the opportunity to analyze your communications network needs. We are pleased to present this proposal addressing your explicit needs.

Following your review of the proposal and the cost analysis, we are confident that you will agree that WOW! BUSINESS has provided a solution to meet City of Fraser's specifications now, while incorporating flexibility, simplicity and reliability for the future.

We appreciate your consideration of our proposal. We welcome the opportunity to provide solutions for your communications network needs now and for many years to come.

When it comes to providing a complete communications solution, you can be assured that WOW! BUSINESS has answers that make sense for the way that your organization does business.

Sincerely,

Bill Dukus
Business Sales Engineer
WOW Business Solutions

Jeff Hedeem
Strategic Account Executive
WOW Business Solutions

BUSINESS SERVICE ORDER

BUSINESS: CITY OF FRASER #1

CONTACT: Michele Kwiatkowski

Phone: 5862933100
Fed Tax ID:

Date: 01/12/2016
Quote #: OPP-296532

PHYSICAL ADDRESS

33000 Garfield
 Fraser MI 48026

BILLING ADDRESS

33000 Garfield Rd Accounts
 Payable
 Fraser MI 48026

CONTRACT TERM

60 month(s)

SALES REP

Jeff Hedeem

jeff.hedeem@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Static IP (1)	Static IP (1 Usable)	New	1	\$3.00	\$0.00	\$3.00
Ethernet - 70Mbps	Ethernet Connection - 70Mbps	New	3	\$262.50	\$0.00	\$787.50
Static IP (1)	Static IP (1 Usable)	New	1	\$3.00	\$0.00	\$3.00
DIA - 30Mbps	Dedicated Internet Access - 30Mbps	New	1	\$372.00	\$0.00	\$372.00
DIA Installation (5-90Mbps)	DIA Installation Charge for 5-90Mbps	New	1	\$0.00	\$0.00	\$0.00
DIA - 100Mbps	Dedicated Internet Access - 100Mbps	New	1	\$697.00	\$0.00	\$697.00
Ethernet - 200Mbps	Ethernet Connection - 200Mbps	New	1	\$637.50	\$0.00	\$637.50
Total:					\$ 0.00	\$ 2,500.00
Pricing subject to approval after internal review			Total:		\$ 0.00	\$ 2,500.00

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notices. The Agreement is subject to automatic renewal. Early termination fees may apply.

_____ (Initials)

The WOW Story

WOW! is proud to serve a number of communities in the Midwest and Southeast. We started out in 1996 delivering cable TV service in Illinois, Michigan, Ohio and Indiana, and have since added the services that our customers need. Today we offer digital cable, HDTV, DVRs, high-speed Internet, and local and long-distance phone service. In 2012, WOW! acquired Knology, Inc. and began serving customers in Tennessee, Alabama, Georgia, South Carolina, Florida, Kansas, South Dakota, Minnesota and Iowa. We continue to listen to our customers and have plans to offer more exciting services in the future.

WOW! is privately owned by Avista Capital Partners. With corporate offices in Denver, WOW! has assembled a diverse and experienced management team. This team and all WOW! employees share a passion for doing things right and delighting our customers with friendly, quality service and affordable prices. Together, we are focused on building a culture at WOW! that is founded on five core values. These values are at the heart of what drives us to do our best for all of our customers.

Our Values

Our philosophy is simple. We deliver an employee and customer experience that lives up to our name in all of our dealings, no matter how great or small. Our ongoing commitment to provide excellent service and create stress-free experiences for our customers is exemplified in our core values:

1. Respect: Treat others as you wish to be treated.
2. Integrity: Choose to do what's right.
3. Servanthood: Embrace the attitude and honor of serving others rather than being served.
4. Ownership: Act with thought and a focus on the collective good.

If we were a person, we'd likely be described as honest, sincere and likeable. We are fun-loving. We like who we are. We love what we do. And we appreciate the people we serve.

We're a company of people who derive genuine satisfaction from taking care of each other, and our customers. Which means doing things a little differently than most telecom companies. Like treating people as members of the human race, for starters. Fostering positive customer experiences at all transaction points. And taking a more personalized approach to serving our customers.

This personalized approach includes providing solutions that are thoughtful and affordable. Delivering service that is not just responsive and satisfactory, but utterly personable. Honoring your time, and our word. Being totally accountable for our actions. Giving you reason to believe in us.

Executive Summary

WOW! BUSINESS welcomes the opportunity to work closely with City of Fraser, in suggesting and implementing plans that will improve their communication processes, streamline their business and make managing their data services more effective and efficient, taking into consideration the City of Fraser's needs for dedicated high-speed Internet that is reliable and scalable. WOW! BUSINESS is recommending that City of Fraser consider 2 options that will interconnect 5 municipal buildings:

- **Option 1** – Replace all their WOW! Cable Internet Modems at each location with fiber-based Dedicated Internet Access connections using the firewalls they currently have in place to maintain a VPN-based city wide network.
- **Option 2** – Install an E-LAN city wide network that will connect all their buildings to City Hall over Metro-Ethernet Fiber with 2 fiber-based Dedicated Internet connections: 1 at City Hall and 1 for Public Safety.

It is understood that the City of Fraser will implement this solution as a whole in order to receive the pricing outlined in this proposal.

These communications network improvements will effectively meet all City of Fraser's expectations for a secure, reliable data network while provide a number of distinct benefits:

- Private, secure city wide network that is used only by city employees;
- Simplifies and streamlines network infrastructure helping to reduce operation costs;
- Provides dedicated, scalable bandwidth over industry-leading Metro-Ethernet Fiber.

The proposal in front of you tells you much about WOW! BUSINESS and the great successes that our company has enjoyed. WOW! BUSINESS's business plan of delivering "Best of Industry" solutions from manufacturers such as METASWITCH and then providing the right-tools and resources to insure the solution is custom-tailored to your needs is unique and exciting.

At WOW! BUSINESS, we believe that our success comes from treating the customer as our "partner" and as a result, premium customer support, proactive thinking and planning as well as long term relationships between us and our customer s are maximized. Clearly, price is a driving factor in any business decision. We believe that **beyond price** to be successful one must demonstrate integrity, reliability and be viewed as an "added value" and a key resource to the customer.

The WOW! BUSINESS team that will be dedicated to over-see City of Fraser's new telephony implementation and data network will consist of a number of valuable resources that will work proactively with you. A WOW! BUSINESS Project Manager will over-see and project-manage the implementation, installation and post installation support from a technical and customer advocate standpoint.

Data Network Proposal for City of Fraser | 2015

WOW! BUSINESS is committed to building a long-term relationship with City of Fraser. We will squarely focus on the areas that City of Fraser deems “most important” for their business.

We are confident that we have delivered a strong solution that makes good business sense. We believe that our commitment and experience will bode well for the opportunity for us to work successfully as business partners for many years to come

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

1. Subscription to Services. By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <http://www.wowforbusiness.com/policies-and-terms> (the "General Terms"), which may be modified by WOW! from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <http://www.wowforbusiness.com/policies-and-terms> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by WOW! from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable WOW! Tariffs, which are available for review at <http://www.wowforbusiness.com/policies-and-terms>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to increase at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

6. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

7. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new

number on stationery or cards until after the install is complete.

8. Directory Listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

9. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement before the expiration of the agreed upon Term without cause or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form for all months remaining in the applicable Service Order Term. Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of the downgrade; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges, all previously waived non-recurring charges for the Services and/or costs associated with implementing the downgrade; plus (c) 75% of the difference between the monthly recurring charges at the rates stated in the original Service Order form and the monthly recurring charges at the rates for the downgraded service, for all months remaining in the applicable Service Order Term.

Unless otherwise agreed to by Customer, non-bulk video services are not subject to early termination fees. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

10. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

12. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

13. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Print Name: Jeff Hedeem
Title: Strategic Account Executive

Service Address: 33000 Garfield Fraser MI 48026
Phone: 5862933100

CUSTOMER ACKNOWLEDGEMENT: By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

Dedicated Internet Access (DIA) Service Level Agreement (SLA) Addendum to the MSA

The purpose of our Service Level Agreements (SLAs) is to set appropriate expectations for our Customers. By setting expectations, our primary goal is provide our Customers with an exceptional WOW! experience. This document is intended to help with that process.

Network Definition

This Service Level Agreement ("SLA") includes the Customer's access port (the port on the WOW! aggregation router upon which the Customer's circuit terminates) and the WOW! owned and controlled IP backbone network (routers and circuits including any transit connections) ("WOW! IP Network"). This SLA does not cover networks owned and/or controlled by other carriers; local access circuits (e.g. local loop); Customer premise equipment (CPE); Customer's local area network (LAN); interconnections to or from and connectivity within other Internet Service Provider (ISP) networks; scheduled maintenance and emergency maintenance; any act or omission by Customer, its officers, directors, employees, subcontractors, agents, or any other entity under Customer's control; and/or any circumstance beyond WOW!'s reasonable control including Internet attacks (denial of service, virus and work activity, etc.) or force majeure event as defined in this SLA.

1.0 Service Description and Bandwidth Options

WOW! provides DIA to business customers looking for the utmost in reliability and performance from their Internet connection. WOW! DIA is a fiber-based Internet access product whereby bandwidth is symmetrical and offered at the following speeds:

- 5, 10, 20, 30, 40, 50, 60, 70, 80, 90, and 100 Mbps
- 100 – 1000 Mbps in 100 Mbps increments
- 1Gbps, 2.5 Gbps and 10 Gbps
- Additional speeds available on an ICB basis

2.0 Service Level Objectives

Installation

The installation Service Level Objective (SLO) for DIA is 30 Business days from order acceptance and applies to validated orders to on-net WOW!, fiber-lit locations.

Accepted and validated orders require the following:

- Signed service order agreement and other required documentation specified by WOW!.
- Technical questionnaires detailing IP address allocation, BGP, SMTP, and DNS configurations (As required).
- Order form details, including, but not limited to site installation address, detailed demarcation information and appropriate contact information.

Factors that will impact the installation SLO:

- Customer's or contracted representative's availability at the mutually agreed upon time of installation.
- Changes to the order by the customer or on behalf of the customer.
- Reasonably unforeseen or force majeure events.

Services Requiring a Network Build

The target installation interval for all services requiring construction will be mutually agreed to by all parties on an individual case basis.

Expedite Fees

WOW! considers all requests for expedited services on an individual case basis. The one-time fee for expedited service will be at least \$500.00 as is subject change.

Demarcation Extensions

WOW! provides DIA service to the minimum point of entry (MPOE) of on-net, fiber lit locations. Demarcation extensions are the responsibility of the customer.

Network Availability

WOW!'s DIA service is architected for 99.99% network availability and is based on the number of minutes in any given month.

The total number of minutes during which service on that circuit is available for use by Customer (able to transmit data), divided by the total number of minutes in the calendar month. The availability shall be calculated as follows:

$$\text{Availability} = \frac{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days}) - \text{Circuit outage time (minutes)}}{(24 \text{ hours} \times 60 \text{ minutes} \times N \text{ days})}$$

“Network Unavailability” will not include Scheduled Maintenance, or any unavailability resulting from (a) Customer's applications or equipment, (b) acts or omissions of Customer or user of the Service authorized by Customer or (c) Force Majeure (see below).

Mean Time to Repair (MTTR)

MTTR is the time required to repair service to an operational condition and applies to a service that is not active or that is experiencing consistent service degradation. The MTTR SLO is four (4) hours for electronic failure and eight (8) hours for outages caused by fiber cuts.

MTTR measurements are from the time a customer reports an issue and opens up a trouble-ticket until the time WOW! restores service.

The MTTR SLO is not subject to outages caused by customer equipment failure nor is it subject to connections beyond the WOW! demarcation to the customer.

Network Latency

WOW!'s SLO for average round-trip latency in any metro market is less than or equal to 45mS and is measured from the customer premise demarcation where service is provided to the nearest interconnection location in 15-minute samples throughout the month.

Packet Delivery Ratio (PDR)

WOW!'s Packet Delivery Ratio (PDR) is 99.9% in any given month and is defined as the ratio (in percentage) of packets delivered vs the total number transmitted between the customer premise demarcation where service is provided to the nearest interconnection location. PDR is measured in 15-minute samples throughout the month.

3.0 Credits

Service Outage Credits

CREDIT ALLOWANCES		
Service	Length of Service Outage	Credit
On-Net Dedicated Internet Access (DIA)	Five (5) minutes or less	No Credit
	Greater than five (5) minutes and less than eight (8) hours	10%
	Greater than eight (8) hours and less than twenty-four (24) hours	25%
	Greater than twenty-four (24) hours	50%

Service Degradation Credits

If DIA services suffer from degradation and fails to meet the Service Level Objectives for PDR or Latency, Customer will be entitled to credits per the table below. Customer will not be entitled to credits related to On-Net DIA Service Level Objectives if the Network Availability Service Level Objective was not met for the same incident.

CREDIT ALLOWANCES		
Service	Length of Service Degradation	Credit
On-Net Dedicated Internet Access (DIA)	Fifteen (15) minutes or less	No Credit
	Greater than fifteen (15) minutes and less than one (1) hour	5% of the MRC for the degraded service
	One (1) hours or more	5% of the MRC of the degraded service for each full hour of service degradation

4.0 Service Credit Exceptions; Maximum Credits; Credit Requests

Service credits will not be available in cases where the SLA is not met as a result of: (a) the negligence, acts, or omissions of customer, its employees, contractors, agents, or its end users, including, without limitation, customer failure to comply with the terms of the Service Exhibit; further, time elapsed due to non-responsiveness from customer, or inability to access customer site for purposed of repairing the service, will be deducted from trouble ticket timelines when used in the calculation of SLAs. (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by WOW!; (c) circumstances or causes beyond the control of WOW!, including instances of Force Majeure; or (d) scheduled service maintenance, alteration, or implementation. In the event that the customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and the customer will be entitled to receive only the highest maximum single credit available for such event (e.g., customer will not be entitled to "double credits"). Credits are calculated as the percentage of monthly fees for the service(s) affected by the missed objective ("Affected Service"). Credits may not exceed 100% of the monthly fees for the Affected Service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Customer's remedies for any and all claims relating to the Service will be limited to those set forth in this SLA. If a Customer fails to notify WOW! in the manner set forth herein within thirty (30) calendar days after the Service Outage with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with WOW! and current in all of its obligations.

5.0 Chronic Service Trouble

A Service is considered to have Chronic Trouble if it experiences; (i) a single Service Outage in excess of twenty-four (24) hours, (ii) three (3) or more Service Outages in any thirty (30) consecutive day period, or (iii) five (5) or more Service Outages in any six (6) month period. Customer shall have the right to terminate the affected Service without penalty or further liability to WOW! provided that written notice of termination is provided to WOW! within thirty (30) calendar days of the event giving rise to the termination right under this Section. Customer shall be responsible for any and all charges incurred prior to the effective date of termination, less any applicable SLA credits. To qualify as a Service Outage under this paragraph, such Service Outage must be a Service Outage that would entitle Customer to credits under this Agreement. If Customer does not exercise its termination right within such thirty (30) day period, such right shall lapse with respect to that instance of Chronic Trouble and the number of Services Outages shall reset to zero for the purpose of this Section.

6.0 Force Majeure

Any delay in or failure of performance by WOW! Business Services will not be considered a breach of this SLA if and to the extent caused by events beyond its reasonable control, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, lockouts, work stoppages or other labor difficulties, riots, insurrection, wars, or other military action, acts of terrorism, civil disorders, rebellion, fires, floods, vandalism, or sabotage. WOW! Business Services' obligations hereunder will be suspended to the extent caused by the force majeure so long as the force majeure continues.

FIBER-BASED DATA & VOICE SERVICE LEVEL AGREEMENTS

The Service Level Agreements (SLAs) set forth below are provided for our customers to set appropriate expectations. First and foremost, our priority is to create an exceptional WOW! Experience for our customers and this document is intended to help with that process.

DATA SERVICE LEVEL AGREEMENT

WOW! Business Data Services will be measured on the basis Network and EVC Availability, Latency, Packet Loss and Jitter and Mean Time to Repair (MTTR), WOW! Business provides coverage of service 24/7/365. The Data Service Level Agreement objectives are described in the following table and below in this SLA:



Service Level Agreement Scopes	Bronze	Silver	Gold	Platinum
Data Network Availability	99%	99.9%	99.9%	99.99%
Bandwidth Utilization AVG %	<95%	<95%	<95%	<95%
Latency – One Way Delay (RTD) Average	<15ms	<15ms	<15ms	<15ms
Packet Loss	<2%	<1.5%	<1%	<.5%
Frame Jitter Average	<8ms	<6ms	<4ms	<2ms
Frame Jitter Maximum	<80ms	<40ms	<20ms	<10ms
Mean Time To Repair (MTTR)	4hrs	4hrs	4hrs	4hrs
Mean Time To Repair (MTTR) – Fiber Cut	10hrs	10hrs	10hrs	10hrs

VOICE SERVICE LEVEL AGREEMENT

The WOW! Business Voice Service Level Agreement (SLA) set forth below builds upon the Data Services SLA, and is specifically applicable to WOW!'s fiber-based Voice Trunking and iPlex services. Since WOW! Business provides dedicated bandwidth to the Voice Trunking service, the Voice Service SLA provides for performance guarantees inclusive of data and voice network performance. WOW! Business provides coverage of service 24/7/365. The Voice Service Level Agreement objectives are described in the following table and below in the SLA definitions:

Service Level Agreement Scopes	Bronze	Silver	Gold	Platinum
Voice Network Availability	99%	99.9%	99.9%	99.999%
Data Network Availability	99%	99.9%	99.9%	99.99%
Bandwidth Utilization AVG %	<95%	<95%	<95%	<95%
Latency – One Way Delay (RTD) Average	<15ms	<15ms	<15ms	<15ms
Packet Loss	<2%	<1.5%	<1%	<.5%
Frame Jitter Average	<8ms	<6ms	<4ms	<2ms
Frame Jitter Maximum	<80ms	<40ms	<20ms	<10ms
Mean Time To Repair (MTTR)	4hrs	4hrs	4hrs	4hrs
Mean Time To Repair (MTTR) – Fiber Cut	10hrs	10hrs	10hrs	10hrs

DATA & VOICE SERVICE LEVEL AGREEMENT DEFINITIONS

Voice Network Availability

Definition. Availability is a measurement of the percentage of total time that WOW!'s *centralized voice call processing platform* is operational, is able to process calls, and deliver those calls to the Public Switched Telephone Network (PSTN), when measured over a 30 day period. Service is considered "inoperative" when the following occurs: (i) WOW! provided Data connectivity to the customer site is operational, but WOW! Business cannot process calls to or from the PSTN and the WOW!-provided termination device (point of demarcation) at the customer site where the WOW! Business Voice Service has been provisioned.

Process. WOW! Business Services will calculate Customer's "Voice Platform Availability" during a calendar month. "Voice Platform Availability" consists of the number of minutes that the WOW! Business Voice Service was available. "Voice Platform Unavailability" will be associated with any maintenance specific to the WOW! call processing environment. Outages will be counted as Voice Platform Unavailability only if WOW! Business Services notifies Customer of the outage or if Customer opens a trouble ticket, specific to the outage, with the WOW! Business Operations Service Support (BOSS) Team within (30) days of the outage. "Voice Platform Unavailability" will not include Scheduled Maintenance, or any unavailability resulting from (a) Customer's applications or equipment, (b) acts or omissions of Customer or user of the Service authorized by Customer or (c) Force Majeure (see below).

WOW!Business

Data Network Availability

Definition. Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered “inoperative” when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by WOW! Business does not conform to the technical specification listed in this SLA.

Process. WOW! Business Services will calculate Customer's "Network Availability" during a calendar month. "Network Availability" consists of the number of minutes that the WOW! Business Services Network was available to Customer. "Network Unavailability" will be associated with any maintenance at the WOW! Business Services data center where Customer's circuit is connected or Customer's server is located on premise connected to the WOW! network. Outages will be counted as Network Unavailability only if WOW! Business Services notifies Customer of the outage or if Customer opens a trouble ticket with WOW! Business Operations Service Support (BOSS) Team within (30) days of the outage. "Network Unavailability" will not include Scheduled Maintenance, or any unavailability resulting from (a) Customer's applications or equipment, (b) acts or omissions of Customer or user of the Service authorized by Customer or (c) Force Majeure (see below).

Latency

Definition. Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over an interval of time covering one way delay for Hub to Hub route. Latency is calculated by averaging sample measurements taken during a calendar month between Hub Routers.

$$\frac{\sum (\text{One Way Delay for Hub to Hub route})}{(\text{Total Number of Hubs})} = \text{Latency}$$

Packet Loss

Definition. Packet Loss, also known as Frame Loss, is the difference between the number of service frame transmitted at the ingress UNI and the total number of service frames received at the egress UNI.

Jitter

Definition. Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for the portion of successfully delivered service frames over an interval of time.

Mean Time to Repair (MTTR)

Definition. MTTR is the average time required to repair service to an operational condition; service is not active or you are experiencing consistent service degradation. The Mean Time to Repair objective is three (3) hours depending on service package related to electronic equipment failure and fiber optic facilities failure from the time a customer calls into the BOSS team and the BOSS team opens a trouble ticket. If the BOSS team receives internal notification first, then the BOSS team will begin resolving the problem based off a trouble ticket. MTTR will start at time of customer call in. For fiber cuts within our network, restoration of service will occur within ten (10) hours depending on service package selected.

Credits

Remedy. To receive credit for SLA non-compliance, Customer must request such credit within 30 days from the date of the non-compliance.

Category	Goal				Remedy for Time Out of Service Beyond SLA			How credit is applied on invoice
	Bronze	Silver	Gold	Platinum				
Voice Network Availability	99%	99.9%	99.9%	99.999%	Less than 1 min at specified SLA = No Credit	1 min up to 4 hrs at specified SLA = 5%	4 hrs up to 8 hours at specified SLA = 10%	As a % of the MRC for the Affected Service
Network Availability	99%	99.9%	99.9%	99.99%	Less than 1 min at specified SLA = No Credit	1 min up to 4 hrs at specified SLA = 5%	4 hrs up to 8 hours at specified SLA = 10%	
Latency	<15 ms				16 – 20ms = 10%	21 – 25ms = 20%	26 – 30 ms = 30%	

WOW!Business

Packet Loss	<2%	<1.5%	<1%	<.5%	.5 – 1% over specified SLA = 10%	1 – 2% over specified SLA = 20%	2 – 3% over specified SLA = 30%	
Jitter Average	<8ms	<6ms	<4ms	<2ms	1 - 2ms over specified SLA = 10%	2 - 3ms over specified SLA = 20%	4 - 5ms over specified SLA = 30%	
Mean Time to Repair	4hrs	4hrs	4hrs	4hrs	Each cumulative hour of Network Downtime qualifies Customer for a Credit of 1 Day's Charges			Applied to MRC of the Affected Service
Mean Time to Repair – Fiber Cut	10hrs	10hrs	10hrs	10hrs				

Epidemic Failure

In the event that a Wide Open West_circuit(s) experiences three (3) or more Outages attributable to the same root cause symptom, (excluding Outages caused by or attributable to a Force Majeure Event, customer or a third party), in each instance in any six (6) month period (the "Epidemic Failure"), customer shall be entitled, in addition to the applicable Outage Credit due up to termination of the circuit if any, to terminate the affected circuit(s) without charge or liability. If customer elects to terminate the circuits associated with the outage, customer will provide Wide Open West, written notice of such termination within sixty (60) days after the applicable Epidemic Failure.

Force Majeure

Any delay in or failure of performance by WOW!Business Services will not be considered a breach of this SLA if and to the extent caused by events beyond its reasonable control, including, but not limited to, acts of God, embargoes, governmental restrictions, strikes, lockouts, work stoppages or other labor difficulties, riots, insurrection, wars, or other military action, acts of terrorism, civil disorders, rebellion, fires, floods, vandalism, or sabotage. WOW!Business Services' obligations hereunder will be suspended to the extent caused by the force majeure so long as the force majeure continues.

Metro Ethernet Forum (MEF)

Equipment Certified. Alcatel-Lucent 7210 SAS-M, CALIX 700 GE Optical Network Terminals, CALIX 760 GX-R MDU and SBU Optical Network Terminals are MEF 9 and 14 certified. CALIX 740 GE Optical Network Terminals are MEF 9, 14 and 17 certified.

WOW! Engineers. 18 Network and Sales Engineers are MEF certified as of 8/23/13.

Service Credit Exceptions; Maximum Credits

Service credits will not be available in cases where the SLA is not met as a result of: (a) the negligence, acts, or omissions of customer, its employees, contractors, agents, or its end users, including, without limitation, customer failure to comply with the terms of the Service Exhibit; further, time elapsed due to non-responsiveness from customer, or inability to access customer site for purposed of repairing the service, will be deducted from trouble ticket timelines when used in the calculation of SLAs. (b) the failure or malfunction of equipment, applications, or systems not owned or controlled by WOW!; (c) circumstances or causes beyond the control of WOW!, including instances of Force Majeure; or (d) scheduled service maintenance, alteration, or implementation. In the event that customer is entitled to multiple credits under this SLA arising from the same event, such credits will not be cumulative and customer will be entitled to receive only the highest maximum single credit available for such event (e.g., customer will not be entitled to "double credits." Credits are calculated as the percentage of monthly fees for the service(s) affected by the missed objective ("Affected Service"). Credits may not exceed 100% of the monthly fees for the Affected Service. A credit will be applied only to the month in which the event giving rise to the credit occurred. Customer's remedies for any and all claims relating to the Service will be limited to those set forth in this SLA.

Language Support

WOW! answers user calls and support calls in English. Multiple language support is not offered at this time.



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Account Name: City of FraserMSA ID#: MI-5448044-SMltcSO ID#: MI-5448044-SMltc-4537778

CUSTOMER INFORMATION (for notices)

Primary Contact: Richard Haberman
 Title: Systems Administrator
 Address 1: 33000 Garfield Rd
 Address 2: _____

City: Fraser
 State: MI
 Zip: 48026-1858
 Allowable Contract Date: _____

Phone: (586) 293-3100
 Call: _____
 Fax: _____
 Email: richh@micityoffraser.com
 Contract Generated Date: 01/11/2016

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges: \$ 2,750.00
 Total Trunk Services Monthly Recurring Charges: \$ 0.00
 Total Off-Net Monthly Recurring Charges: \$ 0.00
 Total Monthly Recurring Charges (all Services): \$ 2,750.00

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*: \$ 0.00
 Total Trunk Services Standard Installation Fees: \$ 0.00
 Total Off-Net Standard Installation Fees: \$ 0.00
 Total Standard Installation Fees (all Services): \$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee: \$ 0.00
 Amortized Custom Installation Fee \$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees: \$ 0.00
 Total Monthly Recurring Trunk Services Equipment Fees: \$ 0.00
 Total Monthly Recurring Equipment Fees (all Services): \$ 0.00

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming it's PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	Steve Mitchell
Name:	Name:	Sales Rep E-Mail:	steve_mitchell@cable.comcast.com
Title:	Title:	Region:	Heartland
Date:	Date:	Division:	Central

LICENSE AGREEMENT FOR EASEMENT ENCROACHMENT

This Agreement made and entered into this ___ day of January 2016, by and between the City of Fraser, a Michigan Municipal Corporation, 33000 Garfield, Fraser, Michigan 48026, hereinafter referred to as "Licensor" and VIP Homes Inc., 52188 Van Dyke, Suite 105, Shelby Township, Michigan 48316, hereinafter referred to as "Licensee."

WHEREAS, Licensor is desirous of granting in exchange for consideration a revocable naked license without any coupled interest to permit the encroachment upon a rear yard storm drain of approximately 2.76 feet for a residential dwelling unit as further depicted upon the attached sketch, attached as Exhibit A.

NOW, THEREFORE, in consideration for the payment of Five Hundred (\$500.00) Dollars and the cost of recording the covenants and agreements herein, the parties agree as follows:

1. **Ownership, Warranty, Indemnification.** Licensee warrants and represents that Licensee has full and exclusive title, fee simple absolute to the subject property and full and exclusive authority to execute this Agreement, which will be fully binding upon the parties, including the full authority and the party executing on behalf of Licensee. In the event of any breach of this warranty, the party executing this Agreement on behalf of Licensee shall fully indemnify the City for all administrative and legal costs incurred directly or indirectly as a result of a breach of this warranty of ownership and authority for execution. The subject parcel owned by Licensee is particularly described as:

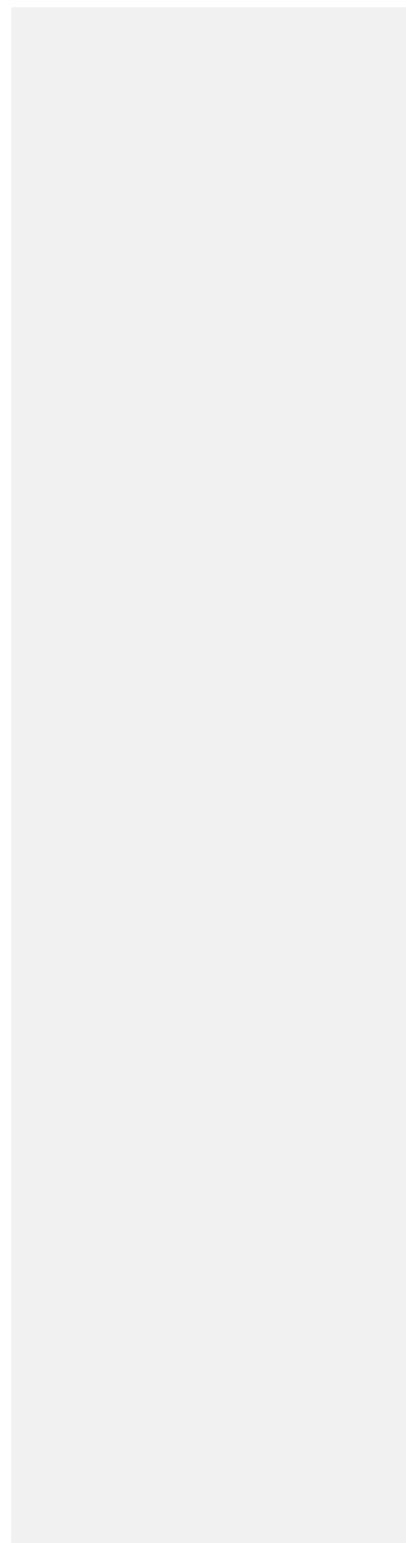
~~— A parcel of land located in and being Unit 11 of Royal Park Estates, MCCP No. 1053, part of the southeast ¼ of section 31, T.2N., R.13E.,~~
~~— City of Fraser, Macomb County, Michigan, and being more particularly described as~~
~~— follows: as recorded in Liber 19496, Page 1, Macomb County Records.~~

~~— Commencing at the intersection of Mulvey and Utica Road; Thence S.73°00'00"W. 687.50 feet to the point of beginning; Thence S.73°00'00"W. 138.80 feet; Thence S.04°10'00"W. 896.60 feet; Thence N.58°43'20"E. 477.29 feet (Recorded as N.59°01'00"E. 476.20 feet) along the centerline of Harrington Drain; Thence N.17°00'00"W. 718.40 feet to the point of beginning and containing 5.07 acres of land.~~

2. **Grant of License.** Licensor grants to Licensee a revocable naked license without any coupled interest for the sole and restricted purpose, and no other purpose of siting a residential dwelling unit in strict conformity with the dimensions, location, and material type as shown on the attached plan Exhibit A. This license permits a temporary encroachment upon a public utility solely to the extent of any interest held in the public utility easement by the City.

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Licensee is solely responsible for obtaining the approval for encroachment from any other parties such as public utilities.



3. **Maintenance, Repair and Replacement.** Licensee agrees and warrants that Licensee will maintain in good repair at all times the residential dwelling unit. The Licensee agrees that Licensee will not enlarge, extend, or replace the dwelling unit in whole or in part within the easement area or place any other structure without the further written approval of the Licensor which makes reference to this Agreement. Licensee at all times will immediately commence repair work and maintenance if notified in writing by the City. The City, by these provisions, assumes no duty or obligation to inspect or notify Licensee of any needed maintenance or repair.

4. **Work in Easement Area.** Licensee grants to Licensor an unrestricted and unqualified right to enter upon and conduct all activities advisable in the sole discretion of Licensor without notice to the Licensee, including, but not limited, installation, repair, and replacement of any public utility. Licensor may, but is not required, to give prior written notice to Licensee of any planned activity. Licensor shall not be responsible for any damage to the residential dwelling unit or any appurtenances thereto, whether encroaching within the public utility or otherwise. Licensee shall be responsible to Licensor for any additional costs involved in any activity within the easement area arising in the sole opinion of Licensor from the presence of the encroaching structure. Licensee shall pay all such costs forthwith. In the event Licensee fails to pay such costs, as an alternative and additional remedy, such costs may be imposed as a lien upon the property collectible in the same manner as ad valorem real property taxes with the same penalties and interests.

5. **Revocation.** This easement is only revocable if in the sole discretion of the Licensor or breach of this Agreement has occurred. The City in its sole discretion shall determine whether a breach has occurred and shall notify the Licensee of any such breach in writing. A recordable revocation executed by the City may be recorded evidencing revocation of this Agreement.

6. **Binding Effect.** This Agreement shall be binding upon, to the benefit and burden, and inuring to all heirs, beneficiaries, successors, and assigns of the parties.

7. **Modifications,** This Agreement may only be modified in writing signed by both parties which expresses the complete intent of the parties. No inducements, oral or in writing, other than included in this Agreement for its execution have been made.

In the Presence of:

LICENSOR,
THE CITY OF FRASER,
A Michigan municipal corporation

By _____
Richard Haberman, City Manager

By: _____
Kelly Dolland, Clerk

In the Presence of

LICENSEE
VIP Homes Inc.

By _____

STATE OF MICHIGAN)

)ss

COUNTY OF MACOMB)

| On this ____ day of January, 2016, before me personally appeared Richard Haberman and Kelly Dolland, the City Manager and Clerk respectively of the City of Fraser, a Michigan municipal corporation, who executed the foregoing License Agreement for Easement Encroachment by the signed on behalf of the municipal corporation.

Notary Public
_____, County, Michigan
My commission expires:

STATE OF MICHIGAN)

)ss

COUNTY OF MACOMB)

| On this ____ day of January, 2016, before me personally appeared _____, who executed the foregoing License Agreement for Easement Encroachment by him signed as his free act and deed.

Notary Public
_____, County, Michigan
My commission expires:

Drafted by:
John A. Dolan, York, Dolan & Tomlinson, P.C., 42850 Garfield, Suite 101, Clinton Twp., MI 48038

When recorded return to:
Kelly Dolland, City Clerk, City of Fraser, 33000 Garfield Rd., Fraser, MI 48026

