



**HAMTRAMCK CITY COUNCIL
CITY COUNCIL CHAMBERS
3401 EVALINE STREET
HAMTRAMCK, MICHIGAN**

**REGULAR MEETING AGENDA
November 24, 2015
7:00 P.M.**

-
- 1. CALL TO ORDER** *(PLEASE TURN OFF ALL CELLPHONES OR PLACE ON SILENT)*
 - 2. ROLL CALL**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. COMMUNITY ANNOUNCEMENTS**
 - 5. PROCLAMATIONS/RECOGNITIONS**
 - A. LETTER OF CONDOLENCE FOR RETIRED LT. RON MATHIAS
 - B. PROCLAMATION OF THANKS AND CONGRATULATIONS TO MR. RAYMOND WOJTOWICZ, WAYNE COUNTY TREASURER
 - 6. ADDITIONS/DELETIONS AGENDA APPROVAL**
 - 7. PUBLIC INPUT AND PRESENTATIONS** (For Items on agenda, three (3) minutes per individual; Items not on agenda two (2) minutes per individual).
 - 8. CONSENT AGENDA:** The following items will be adopted on a single motion without discussion, unless a Member requests separate consideration.
 - A. Approval of Minutes: November 10, 2015 Regular Meeting
 - B. Approval of Invoice Register Report Date Ending November 24, 2015
 - C. Approval of Pre-Approved Expenditures Date Ending November 24, 2015
 - D. Approval of Resolution 2015-56 for the Continuation of CLEMIS/IT Contract for Police Operations

Notice issued in accordance with the Michigan Open Meetings Act.

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (SDA) is asked to contact the City Clerk's Office at 313-870-0342. Staff will be happy to make the necessary arrangements.

9. PUBLIC HEARINGS

10. NEW BUSINESS:

- A. Approval of Resolution 2015-57 Amending the 2015 Tax Rate to Collect \$600,000 for Housing Fund
- B. Approval of Resolution 2015-58 Amending a Special Land Use for 11760 Klinger
- C. Approval of Resolution 2015-59 Amending a Special Land Use and Preliminary /Final Site Plan 2001 Caniff St.

11.REPORTS:

MAYOR
MAYOR PRO-TEM

12.COMMENTS:

COUNCIL MEMBERS
CITY MANAGER

ADJOURNMENT

Notice issued in accordance with the Michigan Open Meetings Act.

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (SDA) is asked to contact the City Clerk's Office at 313-870-0342. Staff will be happy to make the necessary arrangements.

To: The Honorable Mayor and City Council

From: Katrina Powell, City Manager

Date: November 5, 2015

Subject: City Council Approval for Amended Tax Rate Request – 2015 Tax

Introduction:

In order for the City Treasurer to levy taxes on properties in the City, a form L-4029 has to be prepared, approved and signed by the Mayor and The City Clerk. The form is the Treasurer's authority to levy taxes on the properties and the form is then filed with the County.

Background:

The current year tax rate request was processed as part of the budget hearings in June 2015 to be effective from July 1, 2015 through the Hamtramck Ordinance 2015-01. The Millage Request Form L-4029 was prepared, approved and signed by the City Clerk and Mayor in accordance with that ordinance.

Because of the US District Court, in Case No. 68-cv-32004, titled Sarah Sims Garrett, et. al, of November 3, 2015 ordered that an additional sum of \$600,000 has to be raised and deposited in the Housing Fund before February 2016, a court ordered levy has to be placed on the Winter 2015 tax bills. To raise that amount of money on the ad valorem roll, a millage rate of 3.1714 has been calculated. We have prepared the amended form L-4029 to include the newest court ordered levy.

Discussion:

The L-4029 Form has been prepared to collect \$600,000 as ordered by the US District Court by their order dated 11-03-2015.

Budget Impact:

The budget impact would be neutral as the amount ordered to be deposited in the Housing Fund will be collected by this millage. The property owners would have to pay an additional tax of about \$3.18 for every thousand dollar of taxable value. For an example an average home taxable value being around 13,000 would be paying some \$42 extra for this judgment levy.

Recommendation:

The City Manager and the City Assessor recommend that the City Council approve the levy for this purpose of 3.1714 mills and authorize the City Clerk and Mayor to sign the amended form L 4029 for taxes to be levied with the winter 2015 tax bills.

Prepared by:

Jay Singh, City Assessor

Reviewed by:

Katrina Powell, City Manager

RESOLUTION 2015-57
RESOLUTION APPROVING COURT ORDERED LEVY TO BE COLLECTED WITH
WINTER 2015 TAX BILLS

WHEREAS, the city of Hamtramck, Wayne County, has an ongoing liability to keep a Housing Fund funded to a certain level to pay for the judgment in Sarah Sims Garrett Case No. 68-cv-32004;

WHEREAS, the US District Court has ordered that the raise an amount equal to \$600,000 in this year tax season by levying the required rate to raise that amount in the Winter 2015 season;

WHEREAS, the City Assessor has calculated the estimated rate that would have to be levied against the current year's taxable values to raise that sum of money;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hamtramck, Wayne County, Michigan, to approve the millage rate of 3.1714 to be levied on each and every ad valorem parcel to collect the required sum of money by the required date for deposit in the Housing Fund established for that purpose.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HAMTRAMCK,
WAYNE COUNTY, MICHIGAN THIS 24th DAY OF November, 2015.

AYES:

NAYS:

ABSENT:

ATTEST:

August Gitschlag

2015 Tax Rate Request (This form must be completed and submitted on or before September 30, 2015)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes WAYNE	2015 Taxable Value of ALL Properties in the Unit as of 5-26-15 189,190,268
Local Government Unit Requesting Millage Levy HAMTRAMCK	For LOCAL School Districts: 2015 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2015 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2014 Millage Rate Permanently Reduced by 211.34d "Headlee"	(6) 2015 Current Year "Headlee" Millage Reduction Fraction	(7) 2015 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter	Operatng	02-22-05	20.0000	19.5994	1.00	19.5994	1.0000	19.5994	19.5994		
PA 279	1917 Rub	02-22-05	03.0000	02.9399	1.00	02.9399	1.0000	02.9399	02.9399		
PA 345	1937 Pen	N/A	00.5000	00.5000	N/A	00.5000	N/A	00.5000	00.5000		
Voters	Library	11-5-91	01.0000	00.8517	1.00	00.8517	1.0000	00.8517	00.8517		
Voters	Library	09-09-03	01.0000	00.9654	1.00	00.9654	1.0000	00.9654	00.9654		
Council	DDA	2008	02.0000	01.8251	1.00	01.8251	1.0000	01.8254	01.8251		
Cort Ord	Jdg Levy	10-3-15	03.1714	03.1714	N/A	03.1714	N/A	03.1714	03.1714		

Prepared by **Jay Singh** Telephone Number **313-870-0336** Title of Preparer **City Assessor** Date _____

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature	Print Name	Date
<input type="checkbox"/> Secretary		August R. Gitschlag	
<input checked="" type="checkbox"/> Chairperson	Signature	Print Name	Date
<input type="checkbox"/> President		Karen Majewski	

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 3 of 2015 for instructions on completing this section.	Rate
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

SARAH SIMS GARRETT, et al,

Plaintiffs,

Case No. 68-cv-32004

Hon. Damon J. Keith

Sitting by Special Designation

v

CITY OF HAMTRAMCK,
A Municipal Corporation, et. al,

Defendants.

MICHAEL BARNHART (P10467)
Attorney for Plaintiffs
221 North Main Street, Suite 300
Ann Arbor, MI 48104
(734) 213-3703
michaelbarnhart@comcast.net

JOHN C. CLARK (P51356)
Attorney for Defendant Hamtramck
GIARMARCO, MULLINS & HORTON, PC
101 West Big Beaver Road, 10th Floor
Troy, MI 48084
(248) 457-7000
jclark@gmhlaw.com

RANDOLPH D. PHIFER (P25206)
Attorney for Plaintiffs
PHIFER PHILLIPS & WHITE, P.C.
1274 Library Street, Suite 599
Detroit, MI 48226
(313) 964-2360
rphifer@phiferwhite.com

U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
DETROIT
2015 NOV -3 PM 2:20

ORDER FOR CERTIFIED TRANSCRIPT OF JUDGMENT

At a session of the Court, held in the City of Detroit,
Wayne County, Michigan on: _____

Present: Hon. Damon J. Keith

U.S. District Court Judge

This matter having come before the Court upon Plaintiffs' Motion
Regarding Funding the Housing Development Fund filed October 13, 2014, the

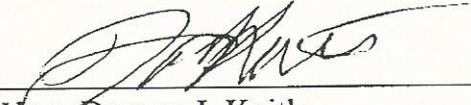
Court having granted the Motion on July 24, 2015, including the obligation of Defendant CITY OF HAMTRAMCK to fund the Housing Development Fund in the minimum amount of \$600,000.00, and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED AND ADJUDGED that Defendant CITY OF HAMTRAMCK is directed to deposit \$600,000.00 into the Court established Housing Development Fund;

IT IS FURTHER ORDERED AND ADJUDGED that a certified judgment in the amount of \$600,000.00 shall be entered against Defendant CITY OF HAMTRAMCK; and

IT IS FURTHER ORDERED AND ADJUDGED that a judgment of \$600,000.00 is certified for placement on the next tax rolls by the assessing officers of Defendant CITY OF HAMTRAMCK pursuant to MCL 600.6093(1).

SO ORDERED.



Hon. Damon J. Keith
U.S. District Court Judge

NOTICE OF ENTRY WAIVED.

By: /s/ Michael Barnhart
MICHAEL BARNHART (P10467)
Attorney for Plaintiffs

PHIFER PHILLIPS & WHITE, P.C.

By: /s/ Randolph D. Phifer
RANDOLPH D. PHIFER (P25206)
Attorney for Plaintiffs

GIARMARCO, MULLINS & HORTON, PC

By: /s/ John C. Clark
JOHN C. CLARK (P51356)
Attorney for Defendant HAMTRAMCK

To: The Honorable Mayor and City Council

From: Katrina Powell, City Manager

Date: November 24, 2015

Subject: Request Approval for Amendment to Special Land Use-11760 Klinger

Introduction:

The Department of Community and Economic Development received a request for an amendment to a previously approved Special Land Use Request. It is required that the Plan Commission hold a public hearing to consider any/all Special Land Use Requests, therefore we held a hearing for the amendment request.

Background:

A request for Special Land Use was presented to the Plan Commission and subsequently approved at both the Commission and City Council. The original request as presented to Plan and City Council included restricted business hours for the live/work grocery store located in the residential neighborhood. The applicant asked for an expansion of the approved hours of operation.

Discussion:

The Plan Commission meeting held on October 14, 2015, met all legal requirements. The meeting was posted in city hall, legal notice was placed in the newspaper of record and postcards were sent to all adjoining parcel owners within 300 ft. of the grocery store. The property located at 11760 Klinger has now been operating as a grocery store at the corner of Commor since moving in last fall. The Plan Commission considered all input submitted to the department and at the public hearing and city departmental input provided at the meeting. The Plan Commission approved to allow an expansion of the hours of operation, 7 days a week, until 11:30 p.m., contingent upon the business attaining full compliance with outstanding violations with the City of Hamtramck building department within 60 days.

Budget Impact:

There is no budget impact.

Recommendation:

The Community and Economic Development Director recommends that the City Council approve the recommendation of the Plan Commission to expand the hours of operation for the live/work grocery store in the residential neighborhood when the applicant meets the conditions of compliance as approved.

Prepared by:

Kathy Angerer, Community and Economic Development Director

Reviewed by:

Katrina Powell, City Manager

Attachments:

Plan Commission Agenda and back-up materials



CITY OF HAMTRAMCK
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
REGULAR MEETING
PLAN COMMISSION
OCTOBER 14, 2015
6:30 P.M.

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes:
 - Regular Meeting, September 9, 2015, 6:30 p.m.

PUBLIC COMMENT: (2 minutes allowed per person)

ITEMS FOR CONSIDERATION

PUBLIC HEARING – REQUEST FOR AMENDMENT TO SPECIAL LAND USE

- Abdul Batin, 11760 Klinger Street, makes a request of the Plan Commission for an amendment to the previously approved Special Land Use in a Residential Zone.

Amendment to the conditions granted with approval of Special Land Use
Zoning Ordinance 497 Section V. Residential Zones
Item 1.03 Uses Subject to Special Land Use Approval
Approved Item: (g) Grocery Store – Request to expand of hours of operation

ADJOURNMENT

PLEASE NOTE: This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act), MCLA 41.71 a (2)(3) and the Americans with Disabilities Act (ADA).

City of Hamtramck will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the Meeting to individuals with disabilities at the Meeting or Public Hearing upon 10 days notice to the City Clerk's Office. Individuals with disabilities requiring auxiliary aids or services should contact the Hamtramck City Clerk by writing or calling the Clerk's Office at (313) 870-0342 or (313) 870-0343.

CITY OF HAMTRAMCK
MINUTES
PLAN COMMISSION MEETING
October 14, 2015, 6:30 p.m.

The meeting was called to order at 6:36 p.m. The meeting was held at the Hamtramck City Hall in the second floor Council Chamber.

Roll call.

Present: Sean Cote', Angela Gougherty (arrived 6:44 p.m.), Shannon Lowell, Anam Miah,
David Mischiu, Graem White

Absent: Scott Collins, Mohammed Islam, Karen Majewski

Staff: Kathy Angerer

All stood for the Pledge of Allegiance.

A motion was made by Miah, supported by Mischiu and Commission unanimously approved to appoint Lowell as Chairman in the absence of Commissioner Collins.

A motion was made by Mischiu, supported by Miah and Commission unanimously approved to adopt the minutes of the September 9, 2015 meeting.

The public hearing was opened at 6:40 p.m. and closed at 6:40 p.m. with no in-person public comment received at the meeting.

Department of Community and Economic Development Director Kathy Angerer gave an overview of the agenda item and introduced Abdul Batin who gave further detailed information on his request to expand the hours of operation of his business from 10:30am – 10:00pm to 10:30am – 12:00 am.

Commissioner Miah added clarifying comments on behalf of the applicant.

Miah suggests to the commissioners that instead of closing at 12:00 midnight, that the applicant's request be amended to extend closing time to 11:30pm.

Information regarding the business received from the City of Hamtramck was read into the record.

A petition from residents in opposition to the change in hours of operation was received by Angerer and read into the record.

A petition from the applicant with signatures of residents in favor of the business hours expansion was read into the record.

Commissioner Gougherty asked if there were any other issues with the store.

Angerer states that there are outstanding issues to report including window grates that do not meet code, awning signage that does not meet code, complaints from the neighbors recorded by

Hamtramck Police Department, citations issued and garbage containers that have not been kept as directed by the Plan Commission at a previous meeting. The violations of city ordinance were read into the record.

Miah stated that he likes this type of business, a grocery store, in the neighborhood where residents can purchase items needed for their families.

Commissioner Lowell states that as a live/work designation there should be a difference between what hours the property functions as a residence and what time it is considered a business entity.

Commissioner Mischiu asks about past use of the property as a grocery store and commissioners stated that the property was a grocery store in the past.

Lowell states that there is not sufficient parking due to fire lanes along the side street.

Cote' asked if there is more foot traffic than car traffic. The applicant states there is more pedestrian traffic to and from the store.

A motion was made by Miah, to change hours of operation Sunday – Thursday with an earlier closing and Friday – Saturday a later hour. Motion was withdrawn by Miah.

Cote' discusses the differences between having a grocery store in the residential neighborhood versus a grocery store in a commercial district on a main street.

Gougherty states that 10 – 20 pedestrian customers should not be sufficient to be a disturbance in the neighborhood and cause residents distress.

Mischiu likes the idea of a mixed use and grocery store in this neighborhood and additionally suggests that a “walk-to” grocery store is an incentive to live in the city.

Miah says due to the restricted hours of operation there has been a loss of business. Everyone has their customer base and when this business was located on Conant and had longer hours there were more customers.

Cote' considers the historical precedence set by allowing the business to operate at its current location. Going forward this decision will impact other decisions.

A motion was made by Miah, supported by Mischiu, to set hours of operation Sunday – Thursday 10:30am – 11:00pm and Friday – Saturday 10:30am – 12:00am. Support: Angela Gougherty, Shannon Lowell, Anam Miah, David Mischiu, Graem White. Aye: Gougherty, Mischiu, Miah. Nay: Cote, Whyte, Lowell. Motion fails.

Councilman Miah suggested an alternative approach to allow the applicant to set the hours of operation 10:30am – 11:30pm seven days a week contingent upon the business attaining full compliance with the outstanding violations with the City of Hamtramck building department within 60 days.

A motion was made by Whyte, supported by Gougherty to extend the hours of operation to 11:30 pm seven days a week contingent upon the business attaining full compliance with the

outstanding violations with the City of Hamtramck building department within 60 days. Aye: Angela Gougherty, Shannon Lowell, Anam Miah, David Mischiu, Graem White. Nay: Cote. Motion passes.

A motion was made by Miah, supported by Cote' and Commission voted unanimously to adjourn at 7:43 p.m.

PASSED AND APPROVED BY THE PLAN COMMISSION OF THE CITY OF HAMTRAMCK, WAYNE COUNTY, MICHIGAN THIS ____ DAY OF _____, 2015.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

Kathy Angerer, Director
Community and Economic Development

RESOLUTION 2015-58

APPROVING AN AMENDMENT TO THE HOURS OF OPERATION FOR 11760 KLINGER

WHEREAS, the Hamtramck Plan Commission on May 14, 2014 reviewed the final site plan for 11760 Klinger Hamtramck, Michigan 48212

WHEREAS, the Hamtramck Planning Commission and Hamtramck City Council approved final the site plan for 11760 Klinger with operating hours limited to 10:00.

WHEREAS, The Plan Commission meeting held on October 14, 2015, met all legal requirements. The meeting was posted in city hall, legal notice was placed in the newspaper of record and postcards were sent to all adjoining parcel owners within 300 ft. of the grocery store. The property located at 11760 Klinger has now been operating as a grocery store at the corner of Commor since moving in last fall. The Plan Commission considered all input submitted to the department and at the public hearing and city departmental input provided at the meeting. The Plan Commission approved to allow an expansion of the hours of operation, 7 days a week, until 11:30 p.m., contingent upon the business attaining full compliance with outstanding violations with the City of Hamtramck building department within 60 days.

NOW THEREFORE BE IT RESOLVED, by the city council of the city of Hamtramck that:

FIRST: The Plan Commission has reviewed and recommended for approval the extended hours of operation for 11760 Klinger Hamtramck, Michigan 48212, in compliance with the Zoning Ordinance 497 of the City of Hamtramck, as amended, and other applicable standards and regulations.

SECOND: The City Council hereby approves the extended hours of operation for 11760 Klinger Hamtramck, Michigan 48212 to 11:30pm 7 days a week.

PASSED AND APPROVED BY THE CITY COUNCIL, CITY OF HAMTRAMCK, WAYNE COUNTY, MICHIGAN THIS 24th DAY OF NOVEMBER, 2015

AYES:

NAYS:

ABSENT:

ATTEST:

August R. Gitschlag, City Clerk

To: The Honorable Mayor and City Council
From: Katrina Powell, City Manager
Date: November 24, 2015
**Subject: REQUEST FOR APPROVAL: SPECIAL LAND USE AND
PRELIMINARY & FINAL SITE PLAN – 2001 CANIFF ST.**

Introduction:

The Department of Community and Economic Development has a request for a business expansion by Caniff Electric, 2001 Caniff Street, that meets permitted special land uses in Zoning Ordinance 497. It is required that the Plan Commission hold a public hearing to consider any/all zoning ordinance special land use requests. At their meeting on November 11, 2015, the Plan Commission approved the request for special land use and the preliminary & final site plan.

Background:

A site plan for a business expansion was presented to the CED department. The business expansion of a warehouse in the C2 district requires special land use approval.

Discussion:

The Plan Commission meeting held on November 11, 2015, met all legal requirements. The meeting was posted in city hall, legal notice was placed in the newspaper of record and postcards were sent to all adjoining parcel owners within 300 ft. of the proposed expansion. There were no members of the public that spoke against the expansion in writing or at the public hearing. The Department of Community and Economic Development has reviewed the special land use request and site plans along with the Building Official, Hamtramck Police Department, Hamtramck Fire Department and the Department of Public Services who are in agreement with the site plan. The Building Department will oversee the final building drawings, as directed by the Plan Commission.

Budget Impact:

Due to this business expansion and construction of the new warehouse, the City can expect to collect additional tax revenue based on an increased SEV for this parcel.

Recommendation:

The Community and Economic Development Director recommends that the City Council approve the Plan Commission recommendation to allow the special land use of a warehouse in the C2 district and the preliminary & final site plans as approved by the Plan Commission.

Prepared by:

Kathy Angerer, Community and Economic Development Director

Reviewed by:

Katrina Powell, City Manager

Attachments:

Plan Commission back-up materials



CITY OF HAMTRAMCK
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
PLAN COMMISSION
SPECIAL MEETING
SECOND FLOOR COUNCIL CHAMBERS
November 12, 2015
6:30 P.M.

AGENDA

1. Call to order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Minutes:
 - Regular Meeting, October 14, 6:30 p.m.

PUBLIC COMMENT: (2 minutes allowed per person)

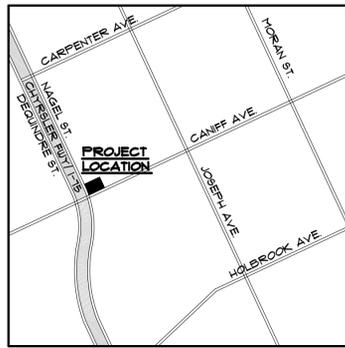
ITEMS FOR CONSIDERATION – NEW BUSINESS

1. PUBLIC HEARING – Ronald A. Chiesa on behalf of BDB Investments, LLC, 2001 Caniff St., Hamtramck, MI 48212, d.b.a. Caniff Electric, makes a request of the Plan Commission for Special Land Use in a C2 Zone under City of Hamtramck Zoning Ordinance 497
 - Article VI. COMMERCIAL ZONES – SECTION 1, ITEM 1.03 - Uses Subject to Special Land Use Approval – d. Warehouse
 - Article XIII. SPECIAL LAND USE REVIEW REQUIREMENTS AND PROCEDURES – SECTION 3, ITEM 3.02. - Eligible Uses and Activities - p. Additional standards for warehouse use in C2 district.
2. PRELIMINARY/FINAL-SITE PLAN REVIEW
 - BDB Investments, d.b.a. Caniff Electric, 2001 Caniff, makes a request of the Plan Commission for Preliminary and Final Site Plan Review.

ADJOURNMENT

PLEASE NOTE: This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act), MCLA 41.71 a (2)(3) and the Americans with Disabilities Act (ADA).

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SITE LOCATION MAP

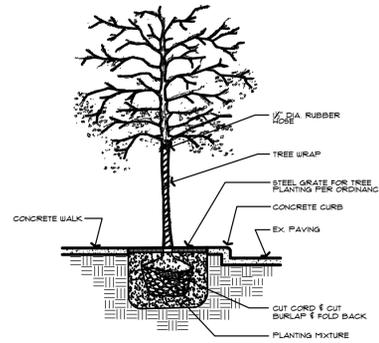


LEGAL DESCRIPTION -

PARCEL DESCRIPTION:
 LOTS 321 THROUGH 331 HUDSON AND HANNAN SUB'DN., OF WESTERLY PART OF 1/4 SEC. 22, 10.000 A.T., VILLAGE OF HAMTRAMCK (NOW CITY OF HAMTRAMCK), WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 21 OF PLATS, PAGE 85 OF WAYNE COUNTY RECORDS.

PARCEL DESCRIPTION:
 LOTS 166 - 169 INCLUSIVE OF "HUDSON AND HANNAN SUBDIVISION," PART OF THE WESTERLY 1/4 SECTION 22, T.15, R.12E, VILLAGE OF HAMTRAMCK, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 21 OF PLATS, PAGE 85, WAYNE COUNTY RECORDS, RESERVING EASEMENTS OF RECORD.

PARCEL DESCRIPTION:
 LOTS 110 & 111 HUDSON AND HANNAN SUB'DN., OF WESTERLY PART OF 1/4 SEC. 22, 10.000 A.T., VILLAGE OF HAMTRAMCK (NOW CITY OF HAMTRAMCK), WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 21 OF PLATS, PAGE 85 OF WAYNE COUNTY RECORDS.



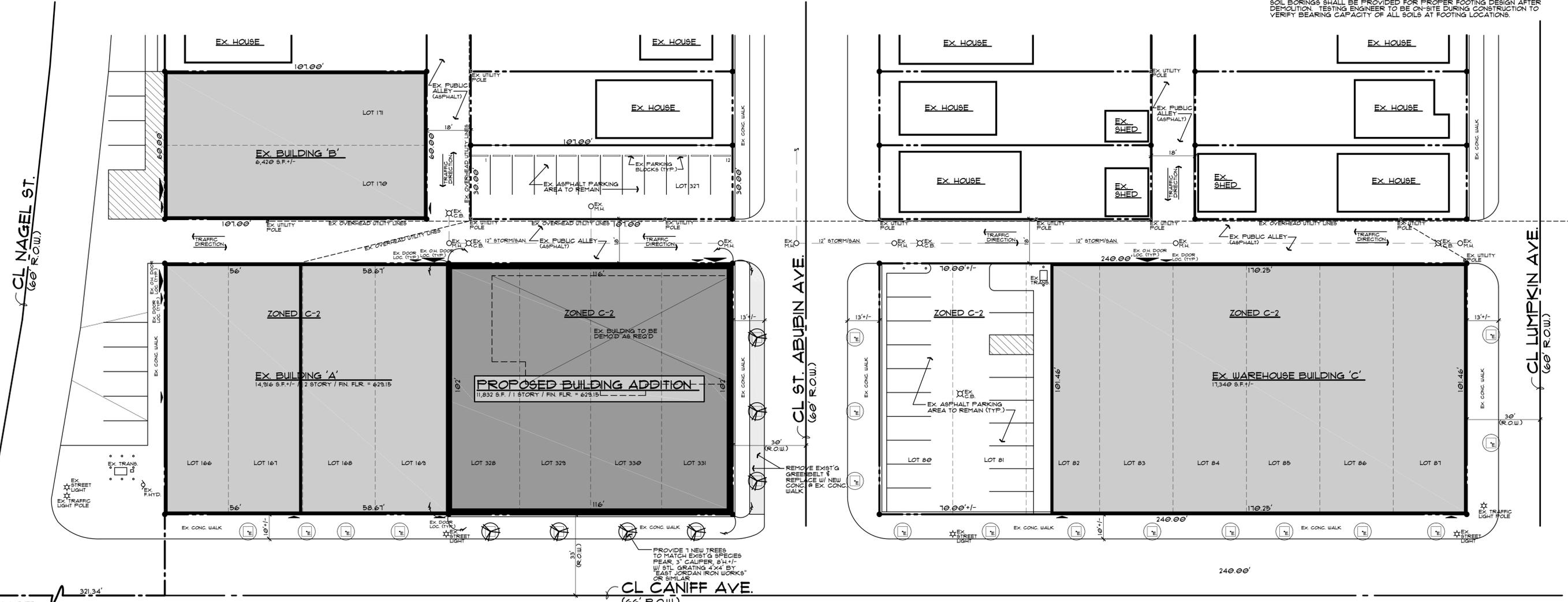
TREE PLANTING DETAIL

NTS
 **PEAR TREE OR APPROVED EQUAL MATCH EXISTING (1 TOTAL / 3\"/>

PROJECT INFORMATION -
 (GOVERNING CODE - 2012 MICHIGAN BUILDING CODE)

- ZONING - C-2
- SITE AREA - 51,500 S.F. +/- OR 1.32 ACRES +/- (NET / ALL PARCELS)
- BUILDING AREA -
 - A) EXISTING BUILDING 'A' - 14,916 S.F. +/-
 - B) EXISTING BUILDING 'B' - 6,420 S.F. +/-
 - C) EXISTING BUILDING 'C' - 11,340 S.F. +/-
 - D) PROPOSED BUILDING ADDITION - 11,832 S.F.
 - E) TOTAL BUILDING AREA - 50,508 S.F. +/-
- USE GROUP - B / M
- CONSTRUCTION TYPE - 3B
- OCCUPANT LOAD (ACTUAL) -
 - A) EMPLOYEE / STAFF - 35
 - B) VISITORS - 3
 - C) TOTAL - 38 (NO INCREASE TO OCCUPANT LOAD W/ ADDITION)
- PARKING PROVIDED - 40 SPACES (EXISTING) W/ 1 HANDICAP SPACE
 NO INCREASE TO EXISTING EMPLOYEE COUNT
- PROJECT WORK SCOPE - PROVIDE NEW WAREHOUSE AREA FOR EXISTING ELECTRICAL SUPPLY COMPANY, ADDITION TO BE ATTACHED TO EXISTING OFFICE / WAREHOUSE FACILITY. NEW CONSTRUCTION TO MATCH EXISTING DESIGN (COMMON WALL AS FIRE SEPARATION). ANY REVISIONS TO CONSTRUCTION THAT DO NOT FOLLOW THE ARCHITECTURAL PLANS WITHOUT PROPER APPROVAL FROM ARCHITECT & LOCAL BUILDING DEPARTMENT MAY RESULT IN A WORK STOPPAGE.

- PROJECT NOTES -**
- PROVIDE NEW BUILDING ADDITION TO MATCH EXISTING CONSTRUCTION FOR EXISTING BUSINESS. ADDITION REQUIRED TO SUPPORT PRESENT BUSINESS NEEDS, NO CHANGES IN OPERATION OR USE.
 - ALL EXISTING UTILITIES TO REMAIN WITH NO CHANGES REQUIRED.
 - SEE BUILDING ELEVATIONS FOR WALL MOUNTED LIGHT FIXTURE LOCATIONS AND SPECIFICATIONS (ALL FIXTURES TO MEET LOCAL ORDINANCES).
 - NEW BUILDING ADDITION TO MATCH EXISTING FINISH FLOOR ELEVATION.
 - ADDITION TO BE USED AS EXPANDED PRODUCT INVENTORY AND HANDLING USE / WAREHOUSE.
 - EXISTING BUILDING LOCATED ON ADDITION PROPERTY TO BE DEMO'D AS REQUIRED. ALL FOOTINGS TO BE REMOVED AS REQUIRED WITH PROPER SOILS COMPACTION PERFORMED AS NEEDED FOR NEW CONSTRUCTION. SOL BORINGS SHALL BE PROVIDED FOR PROPER FOOTING DESIGN AFTER DEMOLITION. TESTING ENGINEER TO BE ON-SITE DURING CONSTRUCTION TO VERIFY BEARING CAPACITY OF ALL SOILS AT FOOTING LOCATIONS.



SW CORNER SEC. 22, T.15, R.12E, CITY OF HAMTRAMCK, WAYNE COUNTY, MICHIGAN

SITE PLAN

1" = 20'

R.A. CHESA ARCHITECTS, P.C.
 43260 Garfield Rd., Suite 210
 Clinton Township, Michigan 48038
 (586) 263-5519

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SHEET TITLE -
SITE PLAN

PROJECT -
 PROPOSED 11,832 S.F. BUILDING ADDITION FOR -
CANIFF ELECTRIC SUPPLY
 2001 CANIFF AVE.
 HAMTRAMCK, MI.

JOB NO.
15139-7

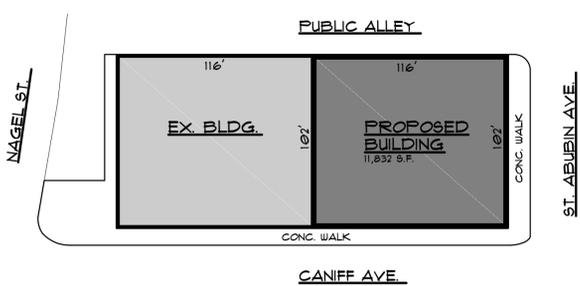
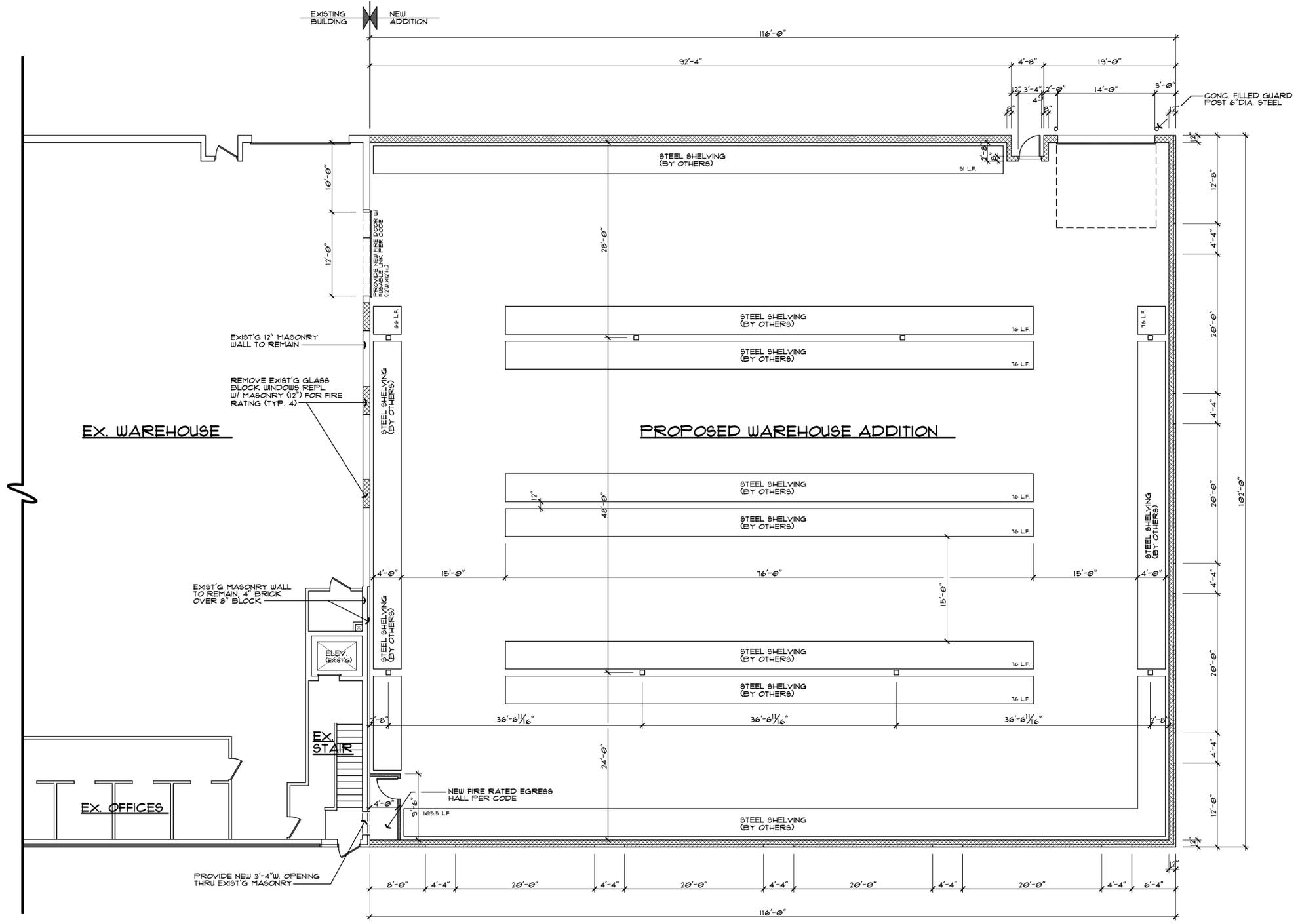
SHEET NO.
A-1

ARCHITECTURAL GENERAL NOTES -

- SUB-CONTRACTORS ARE TO COORDINATE WORK WITH ALL OTHER TRADES.
- CONFLICTS BETWEEN NOTES, DETAILS, SPECIFICATIONS, ETC. SHALL BE VERIFIED WITH THE ARCHITECT/ ENGINEER OR THE STRICTEST PROVISIONS SHALL GOVERN.
- DETAILS OF THE CONSTRUCTION NOT FULLY SHOWN SHALL BE OF THE SAME NATURE AS SHOWN FOR SIMILAR CONDITIONS. ANY UNCLEAR CONDITIONS SHALL BE VERIFIED WITH ARCHITECT/ ENGINEER PRIOR TO CONSTRUCTION OF THAT AREA.
- DRAWINGS ARE NOT TO BE SCALED. ANY UNCLEAR DIMENSIONS OR DIMENSIONAL DISCREPANCIES SHALL BE VERIFIED WITH ARCHITECT.
- ALL EXISTING CONDITIONS AND ALL RELATED DIMENSIONS INDICATED IN THE CONTRACT DOCUMENTS SHALL BE FIELD VERIFIED PRIOR TO FABRICATION, ERECTION, AND/OR CONSTRUCTION. ANY CONDITIONS THAT DIFFER FROM THAT INDICATION IN THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW PRIOR TO FABRICATION, ERECTION, AND/OR CONSTRUCTION.
- CONSTRUCTION MANAGER (CM) / GENERAL CONTRACTOR (GC) TO REVIEW ENTIRE SET OF CONSTRUCTION DOCUMENTS (DRAWINGS & SPECIFICATIONS) AND SHALL COORDINATE WORK BETWEEN ALL TRADES. IF CONFLICTS ARISE DUE TO COORDINATION OF TRADES, CM / GC IS TO VERIFY CONFLICT WITH ARCHITECT / ENGINEER PRIOR TO CONSTRUCTION / INSTALLATION OF CONFLICTING ITEMS.
- ALL TELEPHONE, CABLE, DATA, I.T. & ALARM DEVICES & WIRING ARE BY OTHERS. BUILDING OWNER / TENANT TO CONTRACT & COORDINATE ALL NECESSARY WORK. THIS AREA OF CONSTRUCTION IS NOT REQUIRED FOR PERMIT OR TYPICALLY ON ARCHITECTURAL PLANS. COORDINATE W/ ARCHITECT IF INFORMATION IS DESIRED ON ARCHITECTURAL PLANS.

GENERAL NOTES -

- THESE DOCUMENTS ARE THE PROPERTY OF R.A. CHIESA ARCHITECTS, P.C. ANY VARIATION OR REPRODUCTION OF THESE PLANS IS STRICTLY PROHIBITED UNLESS WRITTEN CONSENT IS OBTAINED FROM THE FIRM.
- THESE PLANS COMPLY WITH ALL CURRENT APPLICABLE BUILDING CODES (NATIONAL, STATE & LOCAL) TO THE BEST OF OUR KNOWLEDGE.
- R.A. CHIESA ARCHITECTS, P.C. SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE GENERAL CONTRACTOR, SUB-CONTRACTORS, EMPLOYEES OR AGENTS OF THE ABOVE REGARDING THE CONSTRUCTION.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES.
- ALL CONTRACTORS SHALL BE LICENSED (WHERE APPLICABLE) AND INSURED.
- THE BUILDING OWNER OR GENERAL CONTRACTOR (ON HIS BEHALF) SHALL APPLY AND OBTAIN THE REQUIRED PERMITS PRIOR TO CONSTRUCTION.
- THE GENERAL CONTRACTOR & SUB-CONTRACTORS SHALL FIELD VERIFY THE PROJECT SITE AND ALL EXISTING JOB CONDITIONS PRIOR TO CONSTRUCTION. PROMPTLY NOTIFY THE ARCHITECT IN WRITING IF ANY DISCREPANCIES EXIST THAT WOULD IMPACT OR VARY THE CONSTRUCTION BASED ON THESE DOCUMENTS.
- EACH CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES THEY CAUSE AS A RESULT OF THEIR WORK TO BOTH EXISTING & NEW CONSTRUCTION, UTILITIES, SERVICES AND PROPERTY.
- EACH CONTRACTOR SHALL PROVIDE & BE RESPONSIBLE FOR ALL SHORING, BRACING & ALL OTHER MEANS REQUIRED TO PROTECT AND MAINTAIN THE SAFETY, INTEGRITY AND STABILITY OF ALL EXISTING & NEW CONSTRUCTION AS IT PERTAINS TO THEIR WORK.
- ALL CONSTRUCTION DEBRIS SHALL BE MAINTAINED IN AN APPROVED CONTAINER OR ENCLOSURE UNTIL REMOVED FROM THE PROJECT SITE.



KEY PLAN

1" = 50'



FLOOR PLAN

1/8" = 1'-0"



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 Clinton Township, Michigan 48038
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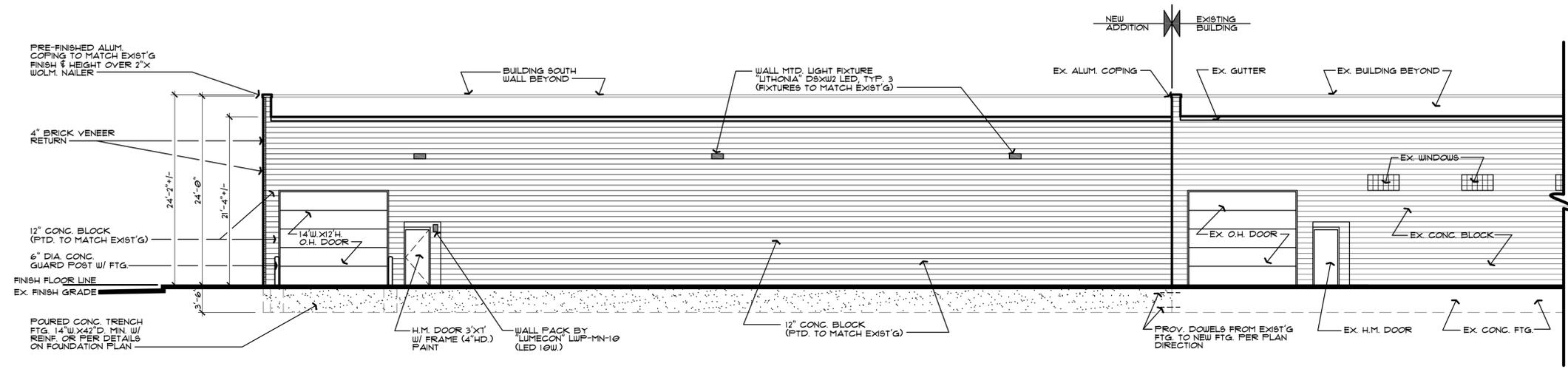
5/10/15	FOR S.P.A.

SHEET TITLE -
FLOOR PLAN

PROJECT -
 PROPOSED 11,932 S.F. BUILDING ADDITION FOR -
CANIFF ELECTRIC SUPPLY
 2001 CANIFF AVE.
 HAMTRAMCK, MI.

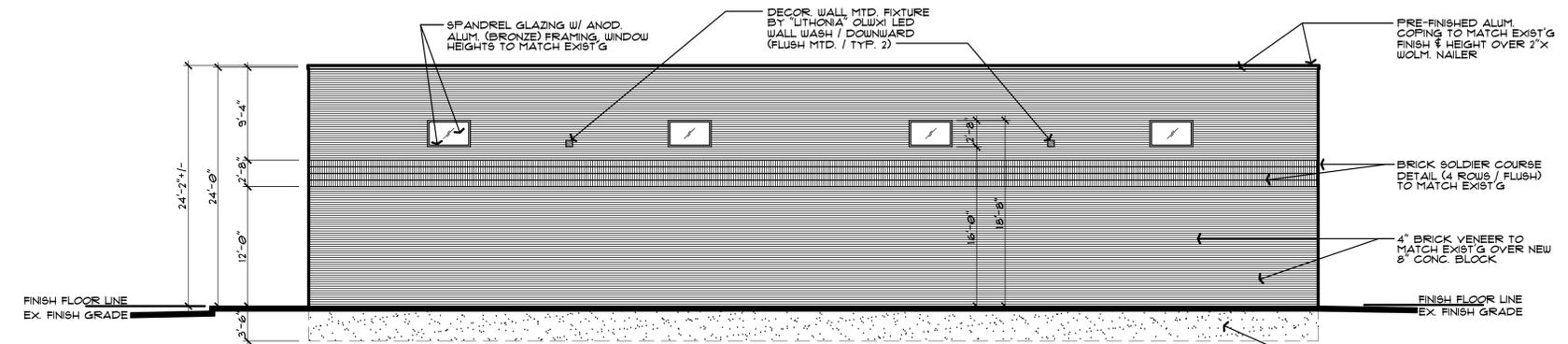
JOB NO.
15139-7

SHEET NO.
A-4



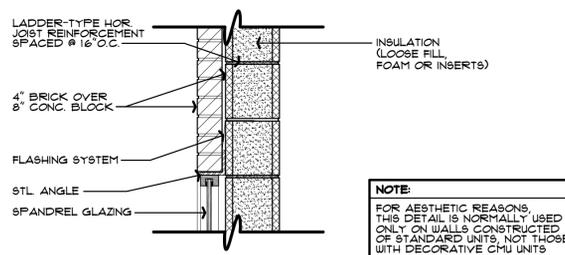
NORTH ELEVATION

1/8" = 1'-0"

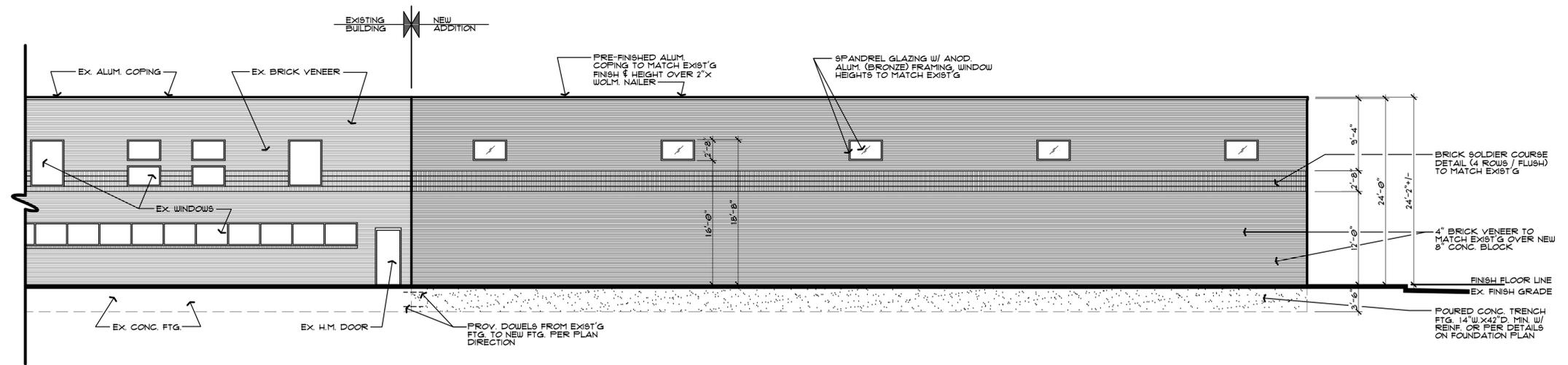


EAST ELEVATION

1/8" = 1'-0"



1 SPANDREL WINDOW DETAIL
NTS



SOUTH ELEVATION

1/8" = 1'-0"

- MASONRY NOTES -**
- ALL MASONRY WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE LATEST BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530/A.S.C.E.) & SPECIFICATIONS FOR MASONRY STRUCTURES (ASR 530/11A.S.C.E.) & NCHM SPECIFICATIONS.
 - ALL BLOCK SHALL CONFORM TO A.S.T.M. C90 & C145, TYPE I, GRADE N.
 - MORTAR SHALL BE TYPE S (1800 PS) CONFORMING TO A.S.T.M. C-210.
 - PROVIDE 3 GA. HORIZONTAL LADDER TYPE REINFORCING AT 16" ON CENTER IN ALL MASONRY WALLS.
 - ALL MASONRY BEARING STEEL BEAMS & LINTELS TO BEAR 8" MINIMUM ON 3 COURSES SOLID MASONRY UNLESS NOTED OTHERWISE.

R.A. CHESA ARCHITECTS, P.C.
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Clinton Township, Michigan 48038
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ELEVATIONS

PROJECT - PROPOSED 11,832 S.F. BUILDING ADDITION FOR -
CANIFF ELECTRIC SUPPLY
2001 CANIFF AVE.
HAMTRAMCK, MI.

JOB NO.
15139-7

SHEET NO.
A-5

SHEET TITLE -
ELEVATIONS

9/10/15 FOR S.P.A.

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RESOLUTION 2015-59

Approval of a Special Land Use and Preliminary /Final Site Plan 2001 Caniff St

WHEREAS, the Hamtramck Plan Commission on November 12, 2015 reviewed the final site plan and special land use amendment for Caniff Electric 2001 Caniff St. Hamtramck, MI 48212

WHEREAS, the Hamtramck Plan Commission during the final site plan review considered:

1. The location of development features;
2. Utility services, including proposed water, sanitary sewer, and stormwater runoff systems (these shall be sufficient to fulfill the projected needs of the development and the recommendation of the city staff);
3. Other provisions of the *Zoning Ordinance 497 of the City of Hamtramck*, including such matters or other appurtenances as necessary or desirable to promote the health, safety, and welfare of the community, to provide adequate protection to surrounding properties, to preserve and promote the character of the district, and to achieve a lasting and desirable improvement to the community.

WHEREAS, the Hamtramck plan commission has found that the final site plan meets the requirements of the *Zoning Ordinance of the City of Hamtramck (Ord. 497, as amended)*, and other applicable standards and regulations;

NOW THEREFORE BE IT RESOLVED, by the city council of the city of Hamtramck that:

FIRST: The Community and Economic Development Director recommends that the City Council approve the Plan Commission recommendation to allow the special land use of a warehouse in the C2 district and the preliminary & final site plans as approved by the Plan Commission.

SECOND: The City Council hereby approves the final site plan and special land use amendment for Caniff Electric 2001 Caniff St. Hamtramck, MI 48212

PASSED AND APPROVED BY THE CITY COUNCIL, CITY OF HAMTRAMCK, WAYNE COUNTY, MICHIGAN THIS 24th DAY OF NOVEMBER, 2015

AYES:

NAYS:

ABSENT:

ATTEST:

August R. Gitschlag, City Clerk



**MINUTES
REGULAR CITY COUNCIL MEETING
HAMTRAMCK, MICHIGAN
NOVEMBER 10, 2015
7:00 PM**

PRELIMINARY MATTERS

The Regular Meeting was called to order at 7:00 in the 2nd floor Council Chambers of City Hall, 3401 Evaline, and Hamtramck, Michigan by Mayor Pro-Tem Karpinski.

Roll call: Council Members: Zwolak, Karpinski, Musa, Perrotta
Absent: Majewski, Miah

Staff present: City Manager Katrina Powell; City Attorney Travis Mihelick; Fire Chief Paul Wilk; Acting Police Chief Ann Moise, CED Kathy Angerer, HR Director Scanio, Treasurer/Deputy City Manager Gabor

Councilman Miah arrived 7:04

CONSENT AGENDA

A. Approval of Minutes: October 27, 2015 Regular Meeting

Motion by Zwolak to remove

B. Approval of Invoice Register Report Date Ending November 10, 2015

C. Approval of Pre-Approved Expenditures Date Ending November 10, 2015

placed as New Business items B & C

Motion by Miah, Zwolak seconds to approve Consent Agenda as amended

Motion Passes by unanimous voice vote

PUBLIC HEARING

Mayor ProTem Karpinski opened the public hearing on Naming Hamtramck City Hall The Robert Kozaren Municipal Center at 7:17pm. No written objections to the proposal were received by the Clerk prior to the hearing.

Public input was received. Mayor ProTem Karpinski closed the Public Hearing at 7:42

NEW BUSINESS

A. Naming Hamtramck City Hall The Robert Kozaren Municipal Center

Motion by Zwolak, Perrotta seconds

Ayes: Karpinski, Perrotta, Zwolak, Miah

Absent: Majewski
Nays: Musa, Hassan

Motion Passes

B. Approval of Invoice Register Report Date Ending November 10, 2015

Motion by Hassan, Miah seconds

Motion Passes by unanimous voice vote

C. Approval of Pre-Approved Expenditures Date Ending November 10, 2015 **Motion by Karpinski, Miah seconds**

Motion by Hassan, Miah seconds

Motion Passes by unanimous voice vote

ADJOURNMENT

Motion by Zwolak, Miah seconds

Ayes: Karpinski, Zwolak, Musa, Miah, Perrotta, Hassan

Absent:

Nays:

Motion Passes

Meeting Adjourned: 8:07pm

Attest:

A handwritten signature in black ink, reading "August R. Gitschlag", written over a horizontal line.

August R. Gitschlag
City Clerk

To: The Honorable Mayor and City Council

From: Katrina Powell, City Manager

Date: November 24, 2015

Subject: Request Council Approval for Expenditures

Introduction:

This agenda item is for the City Council to approve payment of expenditures.

Overview:

These invoices cover the following expenditures:

- Prisoner Expenses
- Professional Services
- Water & Sewer Maintenances
- Vehicle Maintenances
- Office/Operating Supplies
- Road/Traffic Maintenances
- Reimbursements
- City/Building Maintenances
- Library Expenses
- Memberships/Certification Renewals
- Return of Fire Escrow
- Public Official Bonds

Budget Impact:

The specific costs of these invoices are \$241,240.57 and will be run from the Fiduciary, General, and Water bank accounts. Everything will be paid out of 2016 budget.

Recommendation:

The City Manager and the Controller recommends the City Council approve the request to pay these expenditures in order to continue receiving services from the vendors.

Prepared by:

Jia Hang, Accounts Payable

Reviewed by:

Katrina Powell, City Manager
Bhama Cairns, Controller

Attachments:

Invoice Register Report for City of Hamtramck

11/17/2015 09:27 AM
 User: JHANG
 DB: HAMTRAMCK

INVOICE REGISTER REPORT FOR CITY OF HAMTRAMCK
 EXP CHECK RUN DATES 11/24/2015 - 11/24/2015
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
145817 49819	18TH STREET DELI INC TURKEY/CHEESE WEDGES 25 @ 1.50 EA 101-300-750.000	10/02/2015 JHANG PRIS MEALS	10/16/2015	37.50 37.50	37.50	Open	N 11/12/2015
146279 49820	18TH STREET DELI INC TURKEY/CHEESE WEDGES 35@ 1.50 EA 101-300-750.000	10/07/2015 JHANG PRIS MEALS	10/21/2015	52.50 52.50	52.50	Open	N 11/12/2015
146286 49821	18TH STREET DELI INC TURKEY/CHEESE WEDGES 15@ 1.50 EA 101-300-750.000	10/09/2015 JHANG PRIS MEALS	10/23/2015	22.50 22.50	22.50	Open	N 11/12/2015
146744 49822	18TH STREET DELI INC TURKEY/CHEESE WEDGES 20@ 1.50 EA 101-300-750.000	10/14/2015 JHANG PRIS MEALS	10/28/2015	30.00 30.00	30.00	Open	N 11/12/2015
147017 49823	18TH STREET DELI INC TURKEY/CHEESE WEDGES 25@ 1.50 EA 101-300-750.000	10/20/2015 JHANG PRIS MEALS	11/03/2015	37.50 37.50	37.50	Open	N 11/12/2015
147223 49824	18TH STREET DELI INC TURKEY/CHEESE WEDGES 30@ 1.50 EA 101-300-750.000	10/23/2015 JHANG PRIS MEALS	11/06/2015	45.00 45.00	45.00	Open	N 11/12/2015
147690 49825	18TH STREET DELI INC TURKEY/CHEESE WEDGES 25@ 1.50 EA 101-300-750.000	10/28/2015 JHANG PRIS MEALS	11/11/2015	37.50 37.50	37.50	Open	N 11/12/2015
147966 49826	18TH STREET DELI INC TURKEY/CHEESE WEDGES 15@ 1.50 EA 101-300-750.000	10/30/2015 JHANG PRIS MEALS	11/13/2015	22.50 22.50	22.50	Open	N 11/12/2015
08172015 49830	3RD CIR. COURT WHAP MAGISTRATE FUND WHAP FEES 2016 101-136-801.400	08/17/2015 JHANG WKND MAG. FEES - 2016	09/16/2015	636.84 636.84	636.84	Open	N 11/12/2015
9931468171 49877	AIRGAS USA, LLC 2158521 - OXYGEN RENTAL OCT 2015 101-335-740.000	10/31/2015 JHANG OXYGEN RENTAL	11/30/2015	22.46 13.96	22.46	Open	N 11/13/2015

INVOICE REGISTER REPORT FOR CITY OF HAMTRAMCK
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	101-335-740.000	HAZMAT CHARGE		8.50			
09232015 49879	ALBION COLLEGE LOST MATERIAL FEE 268-738-957.000	09/23/2015 JHANG	10/23/2015	30.00	30.00	Open	N 11/13/2015
		UNCHAINED MEMORIES LOST FEE		30.00			
0107131 49853	AMERICAN LEGAL PUBLISHING CORP INTERNET RENEWAL OF ONLINE 101-215-800.000	10/22/2015 JHANG	11/21/2015	495.00	495.00	Open	N 11/13/2015
		RENEWAL OF INTERNET HOSTING FOR ORDINACE		495.00			
04095956 49937	ARGUS-HAZCO SERVICES SCBA REPAIR 101-335-740.000	11/06/2015 JHANG	12/06/2015	703.00	703.00	Open	N 11/16/2015
		SCBA REPIRS TO TWO UNITS AND PARTS		703.00			
32903 49881	B & S LAWN SPRINKLER SYSTEMS SPRINKLER WINTERIZATION 101-265-776.000	11/12/2015 JHANG	12/12/2015	100.00	100.00	Open	N 11/13/2015
		SPRINKLER WINTERIZATION		100.00			
10312015 HPD 49880	CAMPAU-BOTSFORD SERVICE PD VEHICLE MAINTENANCE AND REPAIRS 101-300-751.002	10/31/2015 JHANG	11/30/2015	2,226.00	2,226.00	Open	N 11/13/2015
		PD VEHICLES REPAIR/MAINT SEPT-OCT 2015		2,226.00			
10312015 HFD 49938	CAMPAU-BOTSFORD SERVICE OCTOBER FUEL 101-335-751.001	10/31/2015 JHANG	11/30/2015	1,221.30	1,221.30	Open	N 11/16/2015
		OCTOBER FUEL		1,221.30			
10312015 49941	CAMPAU-BOTSFORD SERVICE DPW VEHICLE MAINTENANCE OCT 2015 592-557-751.002	10/31/2015 JHANG	11/30/2015	528.00	528.00	Open	N 11/16/2015
		OCTOBER VEHICLE MAINT		528.00			
09302015 49942	CAMPAU-BOTSFORD SERVICE DPW VEHICLE MAINTENANCE SEPT 2015 592-557-751.002	09/30/2015 JHANG	10/30/2015	200.00	200.00	Open	N 11/16/2015
		SEPT VEHICLE MAINT		200.00			
783210 49862	CANIFF ELECTRIC SUPPLY CO INC 2933 - LIB SUPPLIES 10/08/15 268-738-776.000	10/08/2015 JHANG	11/07/2015	45.00	45.00	Open	N 11/13/2015
		LED LIGHT BULB		45.00			
K11170867 49875	CINTAS CORPORATION-K11 MAINTENANCE SUPPLIES 09/23/15	09/23/2015 JHANG	10/10/2015	171.39	171.39	Open	N 11/13/2015

INVOICE REGISTER REPORT FOR CITY OF HAMTRAMCK
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	268-738-776.000	BATHROOM CLEANING/SUPPLIES	09/23/15	171.39			
DET0056528 49857	CLEANNET OF GREATER MICHIGAN INC JANITORIAL SERVICE SEPT 2015 268-738-776.000	09/01/2015 JHANG	10/01/2015	920.00	920.00	Open	N 11/13/2015
		JANITORIAL SERVICE SEPT 2015		920.00			
DET0056967 49868	CLEANNET OF GREATER MICHIGAN INC JANITORIAL SERVICE OCT 2015 268-738-776.000	10/01/2015 JHANG	10/31/2015	920.00	920.00	Open	N 11/13/2015
		JANITORIAL SERVICE OCT 2015		920.00			
0006344623 49933	DETROIT MEDIA PARTNERSHIP 0100003551 - AUTO AUCTION ADS-2 101-300-903.000 101-300-903.000	11/02/2015 JHANG	11/21/2015	360.42	360.42	Open	N 11/16/2015
		AUTO AUCTION AD		214.11			
		AUTO AUCTION AD-OCT 2015		146.31			
11062015 FUSION 49809	DJ'S WINDOW TINTING PD UC VEHICLES WINDOW TINT 101-266-751.002	11/06/2015 JHANG	12/06/2015	199.00	199.00	Open	N 11/09/2015
		AUTO TINT-CAR		199.00			
11062015 TAHOE 49810	DJ'S WINDOW TINTING PD UC VEHICLES WINDOW TINT 101-266-751.002	11/06/2015 JHANG	12/06/2015	229.00	229.00	Open	N 11/09/2015
		AUTO TINT-SUV		229.00			
3883268 49929	EJ USA, INC. 37180 - PARTS FOR SERVICE LINE 592-557-740.000	11/03/2015 JHANG	12/03/2015	848.00	848.00	Open	N 11/16/2015
		PARTS FOR SERVICE LINE REPAIRS		848.00			
3905447 49930	EJ USA, INC. 37180 - PARTS FOR SERVICE LINE 592-557-740.000	11/04/2015 JHANG	12/04/2015	890.46	890.46	Open	N 11/16/2015
		PARTS FOR SERVICE LINE REPAIRS		890.46			
29012 49789	ELECTION SOURCE HANDICAP VOTING BOOTHS 101-192-970.000 101-192-730.000	08/13/2015 JHANG	09/12/2015	1,403.86	1,403.86	Open	N 11/03/2015
		HANDICAP VOTING BOOTHS		1,330.00			
		SHIPPING		73.86			
100-3324 49818	EMPIRE DISPOSAL CLEAN-UP OF ILLEGAL DUMPING ON CITY 275-275-953.001 275-275-953.001	11/08/2015 JHANG	12/08/2015	368.00	368.00	Open	N 11/12/2015
		12042 NAGEL - MATTRESS REMOVAL		25.00			
		12086 NAGEL - DEBRIS REMOVAL		300.00			

11/17/2015 09:27 AM
 User: JHANG
 DB: HAMTRAMCK

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Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	GL Distribution						
	275-275-953.001	12086 NAGEL - REMOVE/DISPOSE 4 TIRES WIT		28.00			
	275-275-953.001	12086 NAGEL - REMOVE/DISPOSE 3 RIMLESS T		15.00			
515733 49780	FEDERAL PIPE & SUPPLY CO PIPE	09/10/2015 JHANG	10/10/2015	30.80	30.80	Open	N 11/03/2015
	592-557-787.000	HDPE HIGH-DENSITY POLYETHYLENE PIPE		30.80			
CM 6990 49781	FEDERAL PIPE & SUPPLY CO RETURNED PIPE	09/23/2015 JHANG	10/23/2015	(24.64)	(24.64)	Open	N 11/03/2015
	592-557-787.000	RETURNED PIPE MINUS RESTOCKING FEE		(24.64)			
11132015 49915	FIRST FINANCIAL ASSET MANAGEMENT AUTO DAMAGE - CLAIM # 17980387	11/13/2015 JHANG	12/13/2015	1,905.77	1,905.77	Open	N 11/16/2015
	592-557-855.000	AUTO DAMAGE-CLAIM # 17980387		1,905.77			
MA89001 49871	GALLAGHER FIRE EQUIPMENT CO. 5131 - FIRE EXTINGUISHER MAINT	10/12/2015 JHANG	11/11/2015	138.00	138.00	Open	N 11/13/2015
	268-738-776.000	YEARLY FIRE INSPECTION		138.00			
81199-000B 86 49917	GIARMARCO, MULLINS & HORTON, P C 81199-000B CITY ATTORNEY WORK OCT	11/11/2015 JHANG	12/11/2015	6,326.22	6,326.22	Open	N 11/16/2015
	101-229-801.000	CITY ATTORNEY WORK OCT 2015		6,326.22			
81199-014B 31 49918	GIARMARCO, MULLINS & HORTON, P C 81199-014B GARRETT OCT 2015	11/11/2015 JHANG	12/11/2015	2,503.09	2,503.09	Open	N 11/16/2015
	101-229-801.000	GARRETT OCT 2015		2,503.09			
81199-028B 27 49919	GIARMARCO, MULLINS & HORTON, P C 81199-028B PROSECUTIONS OCT 2015	11/11/2015 JHANG	12/11/2015	6,275.00	6,275.00	Open	N 11/16/2015
	101-229-801.000	PROSECUTIONS OCT 2015		6,275.00			
81199-035B 23 49920	GIARMARCO, MULLINS & HORTON, P C 81199-035B TAX TRIBUNAL MATTERS OCT	11/11/2015 JHANG	12/11/2015	3,275.90	3,275.90	Open	N 11/16/2015
	101-229-801.000	TAX TRIBUNAL MATTERS OCT 2015		3,275.90			
81199-040B 22 49921	GIARMARCO, MULLINS & HORTON, P C 81199-040B POLICE & FIRE RETIREE OCT	11/11/2015 JHANG	12/11/2015	2,505.80	2,505.80	Open	N 11/16/2015
	101-229-801.000	POLICE & FIRE OCT 2015		2,505.80			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
81199-043B 20 49922	GIARMARCO, MULLINS & HORTON, P C 81199-043B STEVE SHAYA OCT 2015 101-229-801.000	11/11/2015 JHANG STEVE SHAYA OCT 2015	12/11/2015	3,709.50 3,709.50	3,709.50	Open	N 11/16/2015
81199-046B 17 49923	GIARMARCO, MULLINS & HORTON, P C 81199-046B NYKORIAK P. TARAS OCT 101-229-801.000	11/11/2015 JHANG NYKORIAK TARAS OCT 2015	12/11/2015	487.90 487.90	487.90	Open	N 11/16/2015
81199-048B 10 49924	GIARMARCO, MULLINS & HORTON, P C 81199-048B NAZRUL & SHAHIDA ISLAM 101-229-801.000	11/11/2015 JHANG NAZRUL & SHAHIDA ISLAM OCT 2015	12/11/2015	1,003.56 1,003.56	1,003.56	Open	N 11/16/2015
81199-051B 6 49925	GIARMARCO, MULLINS & HORTON, P C 81199-051B ANTHONY & MERRY BOIRAGEE 101-229-801.000	11/11/2015 JHANG ANTHONY & MERRY BOIRAGEE OCT 2015	12/11/2015	2,606.28 2,606.28	2,606.28	Open	N 11/16/2015
81199-052B 6 49926	GIARMARCO, MULLINS & HORTON, P C 81199-052B ANNIE EVERSON OCT 2015 101-229-801.000	11/11/2015 JHANG ANNIE EVERSON OCT 2015	12/11/2015	898.60 898.60	898.60	Open	N 11/16/2015
81199-053B 2 49927	GIARMARCO, MULLINS & HORTON, P C 81199-053B DAVID MASLOCHA OCT 2015 101-229-801.000	11/11/2015 JHANG DAVID MASLOCHA OCT 2015	12/11/2015	1,474.88 1,474.88	1,474.88	Open	N 11/16/2015
81199-055B 1 49928	GIARMARCO, MULLINS & HORTON, P C 81199-055B RASHAD ALMASMARI OCT 2015 101-229-801.000	11/11/2015 JHANG RASHAD ALMASMARI OCT 2015	12/11/2015	3,523.60 3,523.60	3,523.60	Open	N 11/16/2015
17116796 49869	GUARDIAN ALARM 8592964 - ALARM MONITORING SEPT 2015 268-738-776.000	09/01/2015 JHANG ALARM MONITORING SEPT 2015	10/01/2015	56.71 56.71	56.71	Open	N 11/13/2015
17193392 49870	GUARDIAN ALARM 8592964 - ALARM MONITORING OCT 2015 268-738-776.000	10/01/2015 JHANG ALARM MONITORING OCT 2015	10/31/2015	56.71 56.71	56.71	Open	N 11/13/2015
419638 49882	HAMTRAMCK HARDWARE SUPPLIES 101-265-776.050	11/02/2015 JHANG 2BRISTLE BRUSH	12/02/2015	15.47 12.87	15.47	Open	N 11/13/2015

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	GL Distribution 101-265-776.050	4 NEON STICK ON NOTE PADS		2.60			
419798 49890	HAMTRAMCK HARDWARE RUBBER HOSE WASHER 592-557-740.000	11/03/2015 JHANG	12/03/2015	3.58	3.58	Open	N 11/13/2015
	2 RUBBER HOSE WASHER			3.58			
420141 49901	HAMTRAMCK HARDWARE BATTERIES 592-557-740.000	11/04/2015 JHANG	12/04/2015	9.32	9.32	Open	N 11/16/2015
	4 PANASONIC SUPER HEAVY DUTY			9.32			
419994 49902	HAMTRAMCK HARDWARE KEY 101-265-740.000	11/04/2015 JHANG	12/04/2015	5.00	5.00	Open	N 11/16/2015
	KEY			5.00			
421594 49903	HAMTRAMCK HARDWARE BAR/CHAIN OIL 101-265-776.000	11/12/2015 JHANG	12/12/2015	5.39	5.39	Open	N 11/16/2015
	BAR/CHAIN OIL			5.39			
150867 49837	HENNESSEY ENGINEERS, INC. PROF SVCS - ZUSSMAN 275-275-980.200	10/29/2015 JHANG	11/28/2015	3,666.50	3,666.50	Open	N 11/12/2015
	CONSTRUCTION DOCS & STAKING-CDBG REIMB			3,666.50			
150870 49892	HENNESSEY ENGINEERS, INC. 53459 PHASE 1 SRF SEWER PROJECT 592-557-976.001	10/29/2015 JHANG	11/28/2015	3,117.50	3,117.50	Open	N 11/13/2015
	PHASE 1 SRF SEWER PROJECT			3,117.50			
150869 49893	HENNESSEY ENGINEERS, INC. HANLEY RESURF JC TO CONANT 203-203-970.200 203-203-970.200 203-203-970.200	10/29/2015 JHANG	11/28/2015	3,095.50	3,095.50	Open	N 11/13/2015
	PROJECT ADMIN			129.50			
	CONSTRUCTION OBSERVATION			2,211.00			
	CONSTRUCTION TESTING			755.00			
150868 49894	HENNESSEY ENGINEERS, INC. GOODSON RECONST W OF GALLAGHER 203-203-970.200 203-203-970.200 203-203-970.200 203-203-970.200	10/29/2015 JHANG	11/28/2015	4,373.00	4,373.00	Open	N 11/13/2015
	PROJECT ADMIN			481.00			
	CONSTRUCTION OBSERVATION			2,607.00			
	CONSTRUCTION TESTING			145.50			
	CONSTRUCTION STAKING			1,139.50			

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150871 49895	HENNESSEY ENGINEERS, INC. 25208 2015 GAS MAIN REPLACEMENT	10/29/2015 JHANG	11/28/2015	22,905.75	22,905.75	Open	N 11/13/2015
	101-000-245.001	CONSTRUCTION ADMINISTRATION		698.00			
	101-000-245.001	CONSTRUCTION OBSERVATION-GAS MAIN RPLC		18,395.50			
	101-000-245.001	CONSTRUCTION OBSERVATION-DTE PAVEMENT		2,437.00			
	101-000-245.001	CONSTRUCTION TESTING		715.25			
	101-000-245.001	CYLINDERS		660.00			
150865 49896	HENNESSEY ENGINEERS, INC. 25120 EMERGENCY WATER & SEWER	10/29/2015 JHANG	11/28/2015	2,020.00	2,020.00	Open	N 11/13/2015
	592-557-970.200	GENERAL CONSULTING		1,591.00			
	592-557-970.200	GENERAL CONSULTING		33.00			
	592-557-970.200	GENERAL CONSULTING		396.00			
150864 49898	HENNESSEY ENGINEERS, INC. DWSO/TAC & AWG MEETINGS	10/29/2015 JHANG	11/28/2015	37.00	37.00	Open	N 11/16/2015
	202-222-970.200	DWSO/TAC & AWG MEETINGS		37.00			
150863 49899	HENNESSEY ENGINEERS, INC. 25100 GENERAL CONSULTING	10/29/2015 JHANG	11/28/2015	555.00	555.00	Open	N 11/16/2015
	202-222-970.200	D05 CIVIL ENGINEER III		555.00			
150777 49945	HENNESSEY ENGINEERS, INC. ESCROW - CANIFF ELECTRIC	09/24/2015 JHANG	10/24/2015	111.00	111.00	Open	N 11/17/2015
	101-000-245.004	PLAN REVIEW - CANIFF ELECTRIC		111.00			
3532 49889	HIGHWAY MAINTENANCE & CONST. CO SPRAY PATCH REPAIRS	10/30/2015 JHANG	11/29/2015	14,749.73	14,749.73	Open	N 11/13/2015
	202-222-776.002	MAJOR		5,600.42			
	203-203-776.002	LOCAL		9,149.31			
3541 49904	HIGHWAY MAINTENANCE & CONST. CO SPRAY PATCH REPAIRS	11/10/2015 JHANG	12/10/2015	12,213.76	12,213.76	Open	N 11/16/2015
	203-203-776.002	SPRAY PATCH REPAIRS		2,932.33			
	202-222-776.002	SPRAY PATCH REPAIRS		9,281.43			
0037023-IN 49884	HYDROCORP CROSS CONNECTION INSPECTION, OCT	10/31/2015 JHANG	11/30/2015	1,335.00	1,335.00	Open	N 11/13/2015
	592-557-802.004	CROSS CONNECTION INSPECTION, OCT 2015		1,335.00			

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10132015 49911	JAGMINDER SINGH REIMB MAA CONF & MILEAGE EXPENSE 101-209-801.000 101-209-864.000	10/13/2015 JHANG	11/12/2015	937.74 303.30 634.44	937.74	Open	N 11/16/2015
DET11150092 49790	JANI-KING OF MICHIGAN INC 434170 - MAINTENANCE SERVICES NOV 101-265-776.000	11/01/2015 JHANG	11/30/2015	3,795.00 3,795.00	3,795.00	Open	N 11/03/2015
10132015 49827	K-9 SPECIALTIES K9 FLASH FEEDING/MAINTENANCE 266-367-809.200	10/13/2015 JHANG	11/02/2015	375.85 375.85	375.85	Open	N 11/12/2015
581-2015A09 49838	LSL PLANNING CONSULTATION - BUILDING DEPT 101-277-801.011	09/30/2015 JHANG	10/30/2015	105.00 105.00	105.00	Open	N 11/12/2015
0021392-IN 49914	LSL PLANNING ESCROW ACCT - CANIFF ELECTRIC 101-000-245.004	08/31/2015 JHANG	09/30/2015	583.25 583.25	583.25	Open	N 11/16/2015
11122015 49835	MCAA MCAA DUES 2016 101-136-958.000	11/12/2015 JHANG	12/12/2015	75.00 75.00	75.00	Open	N 11/12/2015
3115 49806	MCGRAW MORRIS P.C. LEGAL FEES OCT 2015 ACCT # 3084.1000 101-229-801.000	11/03/2015 JHANG	12/03/2015	2,588.29 2,588.29	2,588.29	Open	N 11/09/2015
4312 49815	METRO DETROIT LANDSCAPING LAWN/FLOWER BED MAINTENANCE OCT 2015 101-528-824.100 101-528-824.100 101-528-824.100	11/03/2015 JHANG	12/03/2015	1,000.00 300.00 450.00 250.00	1,000.00	Open	N 11/10/2015
1298447 49814	MILLER, CANFIELD, PADDOCK & STONE 038030/00042 RETIREE HEALTHCARE 101-229-801.000	11/04/2015 JHANG	12/04/2015	15,588.00 15,588.00	15,588.00	Open	N 11/10/2015

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
103893 49816	MODERN COURT REPORTING 1505500 OCT RTAB MEETING TRANSCRIPT 101-299-801.000 ATTEND RTAB MEETING 101-299-801.000 PREPARE MINUTES, RTAB MEETING	11/04/2015 JHANG	12/04/2015	221.00 125.00 96.00	221.00	Open	N 11/10/2015
11092015 49813	MOHAMMED SURATH ALI RETURN OF FIRE ESCROW - 9375 706-000-283.000 RETURN OF FIRE ESCROW - 9375 MITCHELL	11/09/2015 JHANG	12/09/2015	12,500.00 12,500.00	12,500.00	Open	N 11/10/2015
24883 49891	NATIONAL INDUSTRIAL MAINT INC MI-532-206 CLEAN CATCH BASINS 592-557-787.001 CLEAN CATCH BASINS 592-557-787.001 TV TRUCK AND OPERATOR	10/29/2015 JHANG	11/28/2015	1,220.00 640.00 580.00	1,220.00	Open	N 11/13/2015
6539736Y 49778	NFPA 2014 NEC HANDBOOK 101-277-801.011 2014 NEC - ELEC HANDBOOK	09/25/2015 JHANG	10/25/2015	189.95 189.95	189.95	Open	N 11/02/2015
6555231Y 49779	NFPA 2014 NEC TABS 101-277-801.011 2014 NEC TABS	10/10/2015 JHANG	11/09/2015	27.45 27.45	27.45	Open	N 11/02/2015
310 49858	NUO DEDIVANI TUTORING 268-738-800.000 HOURS OF TUTORING FOR 8/18/2015-8/28/201	08/28/2015 JHANG	09/27/2015	440.00 440.00	440.00	Open	N 11/13/2015
311 49859	NUO DEDIVANI TUTORING 268-738-800.000 TUTORING FROM 9/1/2015/9/4/2015	09/04/2015 JHANG	10/04/2015	220.00 220.00	220.00	Open	N 11/13/2015
314 49860	NUO DEDIVANI TUTORING 268-738-800.000 TUTORING FROM 10/6/2015-10/9/2015	10/09/2015 JHANG	11/08/2015	220.00 220.00	220.00	Open	N 11/13/2015
315 49861	NUO DEDIVANI TUTORING 268-738-800.000 TUTORING FROM 10/13/2015-10/16/2015	10/16/2015 JHANG	11/15/2015	220.00 220.00	220.00	Open	N 11/13/2015

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61045 49847	NU-TECH GRAPHICS & SYSTEMS INC ENVELOPES FOR WATER DEPT 592-557-728.000 592-557-728.000	11/09/2015 JHANG	12/09/2015	140.00	140.00	Open	N 11/13/2015
	2500 #10 WINDOW ENVELOPES			125.00			
	FREIGHT			15.00			
710555725 49939	OCCUPATIONAL HEALTH CENTERS OF MI N04-0220002807 - DOT PHYSICAL HACHEM 203-203-800.001	11/03/2015 JHANG	12/03/2015	75.50	75.50	Open	N 11/16/2015
	DOT PHYSICAL HACHEM			75.50			
805540924001 49897	OFFICE DEPOT SUPPLIES FOR CONTROLLER'S OFFICE 101-223-728.000 101-223-728.000 101-223-728.000 101-223-728.000 101-223-728.000 101-223-728.000	11/11/2015 JHANG	12/13/2015	205.32	205.32	Open	N 11/16/2015
	MANILA FILE FOLDERS			8.07			
	OFFICE DEPOT STICKY NOTES			5.78			
	4 INCH RING BINDERS			72.30			
	DIVIDER TABS			4.63			
	COPY PAPER			110.00			
	ADDING MACHINE TAPE			4.54			
802471121001 49831	OFFICE DEPOT OFFICE SUPPLIES 101-136-728.000 101-136-728.000 101-136-728.000 101-136-728.000 101-136-728.000 101-136-728.000 101-136-728.000 101-136-728.000 101-136-728.000	10/28/2015 JHANG	11/29/2015	290.23	290.23	Open	N 11/12/2015
	WHITE BOARD			5.18			
	TONER CT RM PRINTER			138.98			
	REFILL INK			7.29			
	BLUE PENS			15.80			
	COFFEE FILTERS			4.79			
	PICTURE HANGING STRIPS			4.65			
	REPORT COVER			19.19			
	CALENDAR BOOKS 2016			79.95			
	DESKPAD CALENDARS 2016			14.40			
0015012-IN 49876	PENWORTHY CO CHILDRENS BOOK ORDER 9/15/2015 268-738-957.000	09/15/2015 JHANG	10/15/2015	520.77	520.77	Open	N 11/13/2015
	27 CHILDREN'S BOOKS			520.77			
138088 49846	PHIFER, PHILLIPS & WHITE P.C. 877-060001 PROF LEGAL SERVICES SEPT 796-796-701.000	11/12/2015 JHANG	12/12/2015	7,825.00	7,825.00	Open	N 11/13/2015
	PROF LEGAL SERVICES SEPT TO OCT 2015			7,825.00			
11124 49900	PLATINUM LANDSCAPE INC ZUSSMAN PARK TREE REMOVAL	11/05/2015 JHANG	12/05/2015	1,675.00	1,675.00	Open	N 11/16/2015

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	GL Distribution 101-528-824.200	ZUSSMAN PARK TREE REMOVAL		1,675.00			
11125 49944	PLATINUM LANDSCAPE INC 3395/3399 COMSTOCK TREE REMOVAL 203-203-776.002	11/12/2015 JHANG 3395/3399 COMSTOCK TREE REMOVAL	12/12/2015	1,675.00 1,675.00	1,675.00	Open	N 11/17/2015
5AX13115 49883	RIZZO SERVICES DUMPSTER 2024 CANIFF 101-528-824.000	11/03/2015 JHANG DUMPSTER 2024 CANIFF	12/03/2015	350.00 350.00	350.00	Open	N 11/13/2015
11052015 49834	ROBERT E. ZARANEK HOUSE COUNSEL 11/5/15 101-136-801.100	11/05/2015 JHANG HOUSE COUNSEL 11/5/15	12/05/2015	250.00 250.00	250.00	Open	N 11/12/2015
19523 49888	ROLAR PROPERTY SERVICES INC STREET SWEEPING OCT 2015 202-222-776.002 202-222-776.002 202-222-776.002 202-222-776.002 202-222-776.002 202-222-776.002 202-222-776.002 202-222-776.002	10/31/2015 JHANG STREET SWEEP 10/1 POSTING REMOVING SIGNS 10/1 STREET SWEEP 10/8 POSTING REMOVING SIGNS 10/8 STREET SWEEP 10/15 POSTING REMOVING SIGNS 10/15 STREET SWEEP 10/22 POSTING REMOVING SIGNS 10/22	11/30/2015	3,780.00 720.00 225.00 720.00 225.00 720.00 225.00 720.00 225.00	3,780.00	Open	N 11/13/2015
11032015 49936	RONALD CICHECKI REIMB NFPA CERTIFICATION 101-335-802.001	11/03/2015 JHANG REIMB NFPA CERTIFICATION	12/03/2015	350.00 350.00	350.00	Open	N 11/16/2015
0022290-IN 49839	SAFEBUILT INC 08-HAMTRAMCK OCT 2015 101-277-801.011 101-277-801.011 101-277-801.011	10/30/2015 JHANG BUILDING PERMIT FEES NEW BUILDING PERMIT FEES EXISTING CONTRACTOR LICENSING SERVICE	11/29/2015	25,346.74 24,022.95 413.79 910.00	25,346.74	Open	N 11/12/2015
11052015 49833	SEAN K. KOWALSKI, P-43764 HOUSE COUNSEL 11/5/15 101-136-801.100	11/05/2015 JHANG HOUSE COUNSEL 11/5/15	12/05/2015	100.00 100.00	100.00	Open	N 11/12/2015
4123 49828	STANDARD PRINTING BOND RECEIPTS	11/05/2015 JHANG	12/05/2015	210.00	210.00	Open	N 11/12/2015

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	101-300-740.000	BOND RECEIPTS		210.00			
4122 49829	STANDARD PRINTING SEARCH WARRANT RETURN 266-367-980.000	11/05/2015 JHANG	12/05/2015	105.00	105.00	Open	N 11/12/2015
		SEARCH WARRANT RETURN FORMS		105.00			
937946 49916	STATE OF MICHIGAN PUBLIC WATER SUPPLY ANNUAL FEE 592-557-802.004	10/30/2015 JHANG	11/29/2015	5,237.59	5,237.59	Open	N 11/16/2015
		PUBLIC WATER SUPPLY ANNUAL FEE		5,237.59			
551-456083 49836	STATE OF MICHIGAN SOR REGISTRATION FEES 101-300-801.990	11/06/2015 JHANG	12/06/2015	60.00	60.00	Open	N 11/12/2015
		SOR REG-D. FERGUSON/E. GRAVES		60.00			
551455825 49840	STATE OF MICHIGAN LIVESCAN PRINT FEES 101-300-801.990	11/05/2015 JHANG	12/05/2015	134.25	134.25	Open	N 11/12/2015
		LIVE SCAN PRINT FEES		134.25			
11062015 49807	STATE OF MICHIGAN RENEWAL OF ASSESSOR PPE 101-209-864.000	11/06/2015 JHANG	12/06/2015	150.00	150.00	Open	N 11/09/2015
		RENEWAL PPE CERTIFICATION		150.00			
11062015 49808	STATE OF MICHIGAN RENEWAL OF ASSESSOR MAAO 101-209-864.000	11/06/2015 JHANG	12/06/2015	175.00	175.00	Open	N 11/09/2015
		RENEWAL FEE FOR MAAO		175.00			
13154 49783	THE GREENING OF DETROIT 44 TREES - TO BE REIMBURSED BY DTE 101-277-729.001	10/06/2015 JHANG	11/05/2015	4,000.00	4,000.00	Open	N 11/03/2015
		TREES FOR VOLUNTEER PLANTING (44)		4,000.00			
3337 49848	THE HAMTRAMCK REVIEW NOTICE OF PUBLIC ACCURACY TEST 11/3 101-192-903.000	10/13/2015 JHANG	11/12/2015	222.00	222.00	Open	N 11/13/2015
		PUBLIC ACCURACY TEST PUBLICATION		222.00			
3349 49849	THE HAMTRAMCK REVIEW NOTICE OF ELECTION 11/3 PUBLICATION 101-192-903.000	10/23/2015 JHANG	11/22/2015	740.00	740.00	Open	N 11/13/2015
		NOTICE OF ELECTION PUBLICATION		740.00			
3331 49850	THE HAMTRAMCK REVIEW ELECTION PUBLICATION - CLOSE OF	10/02/2015 JHANG	11/01/2015	666.00	666.00	Open	N 11/13/2015

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	GL Distribution 101-192-903.000		CLOSE OF REGISTRATION PUBLICATION	666.00			
3352 49851	THE HAMTRAMCK REVIEW PUBLI HEARING ON KOZAREN RENAMING 101-215-903.000	10/30/2015 JHANG	11/29/2015	277.50	277.50	Open	N 11/13/2015
			PUBLIC HEARING KOZAREN RENAMING	277.50			
3348 49852	THE HAMTRAMCK REVIEW NOTICE OF CHANGE OF ORDINANCE TEXT 101-215-903.000	10/23/2015 JHANG	11/22/2015	277.50	277.50	Open	N 11/13/2015
			NOTICE CHANGE OF ZONING TEXT PUBLICATION	277.50			
3316 49854	THE HAMTRAMCK REVIEW PUBLIC HEARING NOTICE CRAIG ST & 101-215-903.000	09/24/2015 JHANG	10/24/2015	148.00	148.00	Open	N 11/13/2015
			PUBLIC HEARING NOTICE	148.00			
3312 49855	THE HAMTRAMCK REVIEW PUBLIC HEARING PUBLICATION - ZONING 101-215-903.000	09/21/2015 JHANG	10/21/2015	185.00	185.00	Open	N 11/13/2015
			PUBLIC HEARING NOTICE - ZONING	185.00			
3315 49856	THE HAMTRAMCK REVIEW PUBLIC HEARING PUBLICATION 101-215-903.000	09/24/2015 JHANG	10/24/2015	185.00	185.00	Open	N 11/13/2015
			ZONING ORDINANCE CHANGE PUBLIC HEARING	185.00			
3293 49872	THE HAMTRAMCK REVIEW JUL 2015 LIBRARY COLUMN 268-738-957.100	08/31/2015 JHANG	07/30/2015	112.50	112.50	Open	N 11/13/2015
			JUL 2015 LIBRARY COLUMN	112.50			
3294 49873	THE HAMTRAMCK REVIEW AUG 2015 LIBRARY COLUMN 268-738-957.100	08/31/2015 JHANG	09/30/2015	90.00	90.00	Open	N 11/13/2015
			AUG 2015 LIBRARY COLUMN	90.00			
3322 49874	THE HAMTRAMCK REVIEW SEPT 2015 LIBRARY COLUMN 268-738-957.100	09/30/2015 JHANG	10/30/2015	90.00	90.00	Open	N 11/13/2015
			SEPT 2015 LIBRARY COLUMN	90.00			
FG3287 49878	THE HAMTRAMCK REVIEW PUBLIC NOTICE FOR SEWER CAP 592-557-976.003	08/28/2015 JHANG	09/27/2015	1,110.00	1,110.00	Open	N 11/13/2015
			PUBLIC NOTICE FOR SEWER CAP IMPROVEMENT	1,110.00			
3330 49912	THE HAMTRAMCK REVIEW LEGAL POSTING - PLAN COMMISSION	10/02/2015 JHANG	11/01/2015	185.00	185.00	Open	N 11/16/2015

INVOICE REGISTER REPORT FOR CITY OF HAMTRAMCK
 EXP CHECK RUN DATES 11/24/2015 - 11/24/2015
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	101-277-731.000	PLAN COMM 11760 KLINGER		185.00			
3353 49913	THE HAMTRAMCK REVIEW LEGAL POSTING - CANIFF ELECTRIC 101-000-245.004	10/30/2015 JHANG	11/29/2015	222.00 222.00	222.00	Open	N 11/16/2015
1553 49931	THE HUTTENLOCHER GROUP GARGANO DEPUTY TREASURER BOND 101-253-911.000	11/11/2015 JHANG	12/11/2015	3,093.00 3,093.00	3,093.00	Open	N 11/16/2015
1563 49932	THE HUTTENLOCHER GROUP CAIRNS CONTROLLER BOND 101-223-800.000	11/13/2015 JHANG	12/13/2015	3,093.00 3,093.00	3,093.00	Open	N 11/16/2015
54150 49863	THE LIBRARY NETWORK HMTK #34 - SHARED AUTOMATION OCT-DEC 268-738-801.003	10/16/2015 JHANG	11/15/2015	6,189.07 6,189.07	6,189.07	Open	N 11/13/2015
53022 49864	THE LIBRARY NETWORK HMTK #34 - SAS DATAMAILERS JUL-SEPT 268-738-801.003	09/30/2015 JHANG	11/06/2015	328.17 328.17	328.17	Open	N 11/13/2015
52952 49865	THE LIBRARY NETWORK HMTK #34 - TELECOMMUNICATIONS JUL- 268-738-801.003	09/30/2015 JHANG	10/30/2015	1,807.58 1,807.58	1,807.58	Open	N 11/13/2015
54008 49866	THE LIBRARY NETWORK HMTK #34 - ACQUISITION OCT-DEC 2015 268-738-801.003	10/02/2015 JHANG	11/01/2015	358.62 358.62	358.62	Open	N 11/13/2015
54059 49867	THE LIBRARY NETWORK HMTK #34 - LICENSES AND CONTRACTS 268-738-801.003	10/12/2015 JHANG	11/11/2015	650.00 650.00	650.00	Open	N 11/13/2015
832871622 49934	THOMSON REUTERS - WEST 1004666422 - WEST INFO CHARGES OCT 266-367-801.700	11/01/2015 JHANG	12/01/2015	243.60 243.60	243.60	Open	N 11/16/2015
2547 49885	TRI-FLOW PLUMBING INC 3RD FLOOR BATHROOM LEAK	11/05/2015 JHANG	12/05/2015	2,550.00	2,550.00	Open	N 11/13/2015

11/17/2015 09:27 AM
 User: JHANG
 DB: HAMTRAMCK

INVOICE REGISTER REPORT FOR CITY OF HAMTRAMCK
 EXP CHECK RUN DATES 11/24/2015 - 11/24/2015
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN - CHECK TYPE: PAPER CHECK

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	101-265-776.000	CITY HALL 3RD FLR/CHK LEAK/BREAK DRAIN		2,550.00			
2548 49886	TRI-FLOW PLUMBING INC TREASURER'S OFFICE BATHROOM 101-265-776.000	11/05/2015 JHANG	12/05/2015	284.00	284.00	Open	N 11/13/2015
	CITY HALL TREASURERS OFFICE/WATER HEATER			284.00			
2549 49887	TRI-FLOW PLUMBING INC 3RD FLOOR BATHROOM 101-265-776.000	11/05/2015 JHANG	12/05/2015	902.00	902.00	Open	N 11/13/2015
	CITY HALL 3RD FLOOR BATHROOM			902.00			
24631630C 49799	TYCO INTEGRATED SECURITY 01300184600224 - SECURITY MONITORING 101-253-934.000	07/04/2015 JHANG	08/01/2015	138.74	138.74	Open	N 11/06/2015
	SECURITY MONITORING 8/1/15 - 10/31/15			138.74			
25190997 49800	TYCO INTEGRATED SECURITY 01300184600224 - SECURITY MONITORING 101-253-934.000	10/10/2015 JHANG	11/01/2015	120.00	120.00	Open	N 11/06/2015
	SECURITY MONITORING 11/1/15 - 1/31/16			120.00			
790931 49905	USABLUBOOK OPERATING SUPPLIES 592-557-740.000 592-557-740.000 592-557-740.000 592-557-740.000 592-557-740.000 592-557-740.000	10/30/2015 JHANG	11/29/2015	705.45	705.45	Open	N 11/16/2015
	HYDRANT OUT OF SERVICE MARKER			237.25			
	FLAG 21' WIRE STAFF BLUE			156.60			
	BLUE INVERTED PAINT			105.90			
	GREEN INVERTED PAINT			52.95			
	ORANGE INVERTED PAINT			52.95			
	FREIGHT			99.80			
281705 49935	WAYNE COUNTY PRISONER LODGING- SEPT 2015 158 101-300-800.500	11/09/2015 JHANG	12/09/2015	5,530.00	5,530.00	Open	N 11/16/2015
	PRIS HOUSING-SEPT 2015			5,530.00			
# of Invoices:	132	# Due:	132	Totals:	241,265.21	241,265.21	
# of Credit Memos:	1	# Due:	1	Totals:	(24.64)	(24.64)	
Net of Invoices and Credit Memos:					241,240.57	241,240.57	

INVOICE REGISTER REPORT FOR CITY OF HAMTRAMCK
EXP CHECK RUN DATES 11/24/2015 - 11/24/2015
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN - CHECK TYPE: PAPER CHECK

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	101 - General Fund			142,740.78	142,740.78		
	202 - Mvh Major Street Fund			19,253.85	19,253.85		
	203 - Mvh Local Street Fund			21,300.64	21,300.64		
	266 - DRUG LAW ENF. ACT 265 - STAT			724.45	724.45		
	268 - Library Fund			13,584.52	13,584.52		
	275 - Comm Develop Block Grant			4,034.50	4,034.50		
	592 - WATER & SEWER FUND			19,276.83	19,276.83		
	706 - T/A Public Act #495 1980			12,500.00	12,500.00		
	796 - Development Agreement Esc			7,825.00	7,825.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	000 - GENERAL			36,322.00	36,322.00		
	136 - 31-St District Court			1,352.07	1,352.07		
	192 - Elections			3,031.86	3,031.86		
	203 - LOCAL STREETS			21,300.64	21,300.64		
	209 - Assessor			1,262.74	1,262.74		
	215 - City Clerk			1,568.00	1,568.00		
	222 - MAJOR STREETS			19,253.85	19,253.85		
	223 - CONTROLLER DEPARTMENT			3,298.32	3,298.32		
	229 - Legal			52,766.62	52,766.62		
	253 - Treasurer			3,351.74	3,351.74		
	265 - Public Services			7,656.86	7,656.86		
	266 - Auto Theft			428.00	428.00		
	275 - Cdbg			4,034.50	4,034.50		
	277 - Community & Econ. Develop.			29,854.14	29,854.14		
	299 - General Administration			221.00	221.00		
	300 - Police Department			8,805.67	8,805.67		
	335 - Fire Department			2,296.76	2,296.76		
	367 - Drug Forfeiture - State Expe			724.45	724.45		
	528 - Sanitation Services			3,025.00	3,025.00		
	557 - WATER & SEWER			19,276.83	19,276.83		
	738 - Library			13,584.52	13,584.52		
	796 - Development Escrow - R-31			7,825.00	7,825.00		

To: The Honorable Mayor and City Council

From: Katrina Powell, City Manager

Date: November 24, 2015

Subject: Preapproved Expenditures

Introduction:

This agenda item is for the City Council to review check disbursements for preapproved expenditures.

Overview:

These disbursements cover the following expenditures:

- Utilities
- Payroll Distributions
- Temporary Workers
- Credit/Fuel Cards
- Office Equipment Rental
- Court Ordered Payments
- Contractor

Budget Impact:

The specific costs of these disbursements were \$65,079.30 and was run from the Fiduciary, General, Water and UR31 bank accounts. They were all paid out of 2016 budget.

Recommendation:

The City Manager and the Controller approved the payments of these expenditures.

Prepared by:

Jia Hang, Accounts Payable

Reviewed by:

Katrina Powell, City Manager
Bhama Cairns, Controller

Attachments:

Check Disbursement Report for City of Hamtramck

11/10/2015 11:09 AM
User: JHANG
DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 11/09/2015 - 11/09/2015
Banks: UR31, WAT

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER FUND							
11/09/2015	WAT	8767	CARDMEMBER SERVICE	WINTER OPS CONF EXPENSE	864.000	557	279.52
11/09/2015	WAT	8768	JOHNSONS AUTOMATION & CONSULTING	OCTOBER 2015 CONSULTING	801.000	557	3,217.50
11/09/2015	WAT	8769	PREMIER BUSINESS PRODUCTS	COPIER OVERAGE AS OF 10/28/15	740.000	557	96.62
11/09/2015	WAT	8770	US BANK EQUIPMENT FINANCE	COPIER RENTAL NOV 2015	740.000	557	135.06
11/09/2015	WAT	8771	US BANK VOYAGER FLEET SYS	FUEL OCT 2015	751.002	557	482.36
11/09/2015	WAT	8772	VERIZON WIRELESS	HEX CHARGES OCT 2015	922.000	557	3.94
Total for fund 592 WATER & SEWER FUND							4,215.00

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CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 11/09/2015 - 11/09/2015
Banks: UR31, WAT

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 796 Development Agreement Esc							
11/09/2015	UR31	1983	SHARON RAY	CONSULTING SVCS WKS END 9/25 & 10/2	701.000	796	2,308.00
Total for fund 796 Development Agreement Esc							2,308.00
TOTAL - ALL FUNDS							6,523.00

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CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
 CHECK DATE FROM 11/10/2015 - 11/10/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
11/10/2015	GEN	67022	AFSCME LOCAL #666	AFSCME LOCAL #666 UNION D	231.500	000	186.00
11/10/2015	GEN	67023	AT&T	UTILITIES - TELEPHONE NOV 2015	922.000	265	663.63
11/10/2015	GEN	67024	AXA-EQUITABLE	AXA 457 DEFERRED COMP PLAN	231.120	000	3,875.00
11/10/2015	GEN	67025#	CARDMEMBER SERVICE	COUNCIL HOTEL CREDIT	864.000	101	(25.02)
				HEADSET CORD	728.000	136	154.00
				HEADSET	740.000	136	62.43
				POSTAGE - STATE OF MICHIGAN	801.400	136	21.25
				TRAVEL EXP FOR CONFERENCE	864.000	172	108.03
				CONFERENCE	864.000	172	52.24
				IPAD WALL CHARGERS	728.000	277	29.98
				SHIPPING	728.000	277	8.19
				PAVILION	729.002	277	3,584.01
				CARDBOARD TARGET BACKERS	740.000	300	53.50
				WATER PUMPS FOR FIRE HYDRANTS	740.000	335	383.97
				CELL PHONE REPAIR	781.000	335	45.60
				CHECK GEN 67025 TOTAL			<u>4,478.18</u>
11/10/2015	GEN	67026*#	DTE ENERGY	HFD ELECTRIC OCT 2015	921.000	265	840.66
				HFD GAS OCT 2015	923.000	265	92.98
				CHECK GEN 67026 TOTAL			<u>933.64</u>
11/10/2015	GEN	67027	FRATERNAL ORDER OF POLICE	FOP UNION DUES	231.700	000	1,440.00
				FOP UNION DUES	231.700	000	168.00
				CHECK GEN 67027 TOTAL			<u>1,608.00</u>
11/10/2015	GEN	67028	OFFICE TEAM	S. RAHMAN 10/23/15	801.000	215	575.10
11/10/2015	GEN	67029	OHIO CHILD SUPPORT PAYMENT CENTRAL	GARNISHMENTS	231.130	000	218.61
11/10/2015	GEN	67030	POLICE AND FIREMENS INSURANCE	LIFE OF VIRGINIA INS CO	233.000	000	167.33
11/10/2015	GEN	67031	RANKING OFFICERS ASSOCIATION	Ranking Officers Assoc Du	231.800	000	12.00
11/10/2015	GEN	67032#	US BANK EQUIPMENT FINANCE	COPIER RENTAL NOV 2015	800.000	215	106.85
				COPIER RENTAL NOV 2015	800.000	223	106.86
				COPIER RENTAL NOV 2015	801.000	253	106.85
				COPIER RENTAL NOV 2015	801.000	277	106.86
				COPIER RENTAL NOV 2015	800.000	300	106.85
				CHECK GEN 67032 TOTAL			<u>534.27</u>

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DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 11/10/2015 - 11/10/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
11/10/2015	GEN	67033#	US BANK VOYAGER FLEET SYS	FUEL OCT 2015	800.000	209	21.09
				FUEL OCT 2015	751.001	266	193.52
				FUEL OCT 2015	751.001	300	3,759.40
				CHECK GEN 67033 TOTAL			<u>3,974.01</u>
11/10/2015	GEN	67034	VERIZON WIRELESS	TRACKERS OCT 2015	922.100	266	36.38
				Total for fund 101 General Fund			17,262.15

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CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 11/10/2015 - 11/10/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 Mvh Local Street Fund							
11/10/2015	FID	8502*#	US BANK VOYAGER FLEET SYS	FUEL OCT 2015	751.002	203	146.21
Total for fund 203 Mvh Local Street Fund							146.21

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DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 11/10/2015 - 11/10/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 264 911 Emergency							
11/10/2015	FID	8501	US BANK EQUIPMENT FINANCE	COPIER RENTAL NOV 2015	800.000	264	213.72
Total for fund 264 911 Emergency							213.72

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DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 11/10/2015 - 11/10/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 266 DRUG LAW ENF. ACT 265 - STATE							
11/10/2015	FID	8500	DTE ENERGY	5090 EDWIN ELECTRIC OCT 2015	921.000	367	147.21
				5090 EDWIN GAS OCT 2015	923.000	367	132.95
				CHECK FID 8500 TOTAL FOR			<u>280.16</u>
				Total for fund 266 DRUG LAW ENF. ACT 265 - STATE			280.16

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DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 11/10/2015 - 11/10/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 267 DRUG LAW ENF. ACT 265 - FEDERAL							
11/10/2015	FID	8502*#	US BANK VOYAGER FLEET SYS	FUEL OCT 2015	751.001	267	680.07
Total for fund 267 DRUG LAW ENF. ACT 265 -							680.07

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CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 11/10/2015 - 11/10/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 268 Library Fund							
11/10/2015	GEN	67026*#	DTE ENERGY	LIBRARY ELECTRIC OCT 2015	921.000	738	738.39
Total for fund 268 Library Fund							738.39
TOTAL - ALL FUNDS							19,320.70

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 DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
 CHECK DATE FROM 11/13/2015 - 11/17/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
11/17/2015	GEN	67063	AT&T	PHONE CHARGES NOV 2015	922.000	265	693.21
11/17/2015	GEN	67064#	COMCAST	COMCAST ISP SUB NOV 2015	922.000	136	147.85
				CABLE/INTERNET DEC 2015	740.000	335	74.54
				CHECK GEN 67064 TOTAL			<u>222.39</u>
11/17/2015	GEN	67065	DETROIT EDISON	STRT LGHTS OVRHD E1A OCT 2015	926.000	299	19,359.68
				TRF SGNL LGHTS E2 OCT 2015	926.000	299	1,466.58
				STRT LGHTS ORNA E1B OCT 2015	926.000	299	13,447.55
				STRT LGHTS ORNA E1B OCT 2015	926.000	299	305.27
				STRT LGHTS OVRHD E1A OCT 2015	926.000	299	25.28
				CHECK GEN 67065 TOTAL			<u>34,604.36</u>
11/17/2015	GEN	67067	OFFICE TEAM	S. RAHMAN 10/30/15	801.000	215	460.08
11/17/2015	GEN	67068	UNIFIED COMMUNICATIONS LC	LONGDIST/INTRALATA OCT 2015	922.000	265	103.98
11/17/2015	GEN	67069	US BANK EQUIPMENT FINANCE	COPIER LEASE NOV 2015	801.300	136	131.50
				Total for fund 101 General Fund			36,215.52

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DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 11/13/2015 - 11/17/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 268 Library Fund							
11/17/2015	GEN	67066	DTE ENERGY	LIBRARY GAS OCT 2015	923.000	738	143.41
Total for fund 268 Library Fund							143.41

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User: JHANG
DB: HAMTRAMCK

CHECK DISBURSEMENT REPORT FOR CITY OF HAMTRAMCK
CHECK DATE FROM 11/13/2015 - 11/17/2015

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER FUND							
11/17/2015	WAT	8779	BOARD OF WATER COMMISSIONERS	BOZEK POLLUTANT SURCHARGE SEPT 2015	925.200	557	93.87
				KOWALSKI POLLUTANT SURCHARGE SEPT 2015	925.200	557	2,352.14
				HOME STYLE POLLUTANT SURCHARGE SEPT	925.200	557	2,307.37
				METRO BAKERY POLLUTANT SURCHARGE SEPT	925.200	557	431.29
				CHECK WAT 8779 TOTAL FOR			<u>5,184.67</u>
				Total for fund 592 WATER & SEWER FUND			5,184.67
				TOTAL - ALL FUNDS			41,543.60

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To: The Honorable Mayor and City Council

From: Katrina Powell, City Manager

Date: November 24, 2015

Subject: CLEMIS I.T. Services Agreement

Introduction:

The Courts and Law Enforcement Management Information System (known as "CLEMIS") is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications. The Hamtramck Police Department uses a variety of CLEMIS applications as part of daily police operations.

Background:

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

Discussion:

From time to time CLEMIS reviews and revises its I.T. agreements with local agencies. CLEMIS has been working with Oakland County Corporation Counsel to prepare a new CLEMIS Agreement to be used by Oakland County IT - CLEMIS and its Members. The new documents use accurate and up-to-date terminology and current technology terms that should add clarity to the CLEMIS/Member relationship. In order for a Public Body representative to sign the CLEMIS agreement(s), they must be authorized by the Public Body by way of resolution. A copy of this resolution must be returned to CLEMIS with the signed documents. The City Manager may sign the I.T. Agreement as the Public Body representative. The Chief of Police may sign Addendum A for CLEMIS Services.

Budget Impact:

There is no budget impact. The operating costs are scheduled to stay the same.

Recommendation:

It is recommended that the Public Body of the City of Hamtramck, by way of resolution, authorize the City Manager to sign the Interlocal agreement for CLEMIS I.T. Services.

It is further recommended that the Public Body of the City of Hamtramck, by way of resolution, authorize the Chief of Police to sign Addendum A for same CLEMIS I.T. Services.

Prepared by:

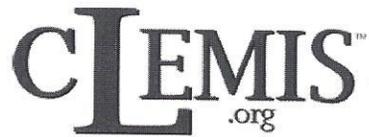
Anne Moise, Chief of Police

Reviewed by:

Katrina Powell, City Manager

Attachments:

Copy of the Agreement for IT Services, CLEMIS Exhibit X with Addendum A.



Memorandum

To: Chief Anne Moise, Hamtramck PD
From: Kim McCabe, CLEMIS
RE: IT / CLEMIS Agreements
Date: November 17, 2015

Attached is an electronic copy of the Agreement for IT Services, CLEMIS Exhibit X with Addendum A, and any other exhibits that apply to your agency for your review and execution. Please print two copies.

Please get the appropriate signatures from your City / Twp Council / Board member and a witness, and date both copies of the contract. A copy of the Resolution or Minutes from your Public Body authorizing signatory permission to sign these documents is required.

Your Public Body representative, Police Chief/Director and/or Fire Chief may sign Addendum A for CLEMIS Services if they are authorized to sign for your department.

Note: If your jurisdiction includes both Police & Fire (FRMS) Members, only one agreement and Addendum A needs to be signed and returned to CLEMIS.

Please return two originals, along with a certified copy of the resolution or minutes to the following:

Oakland County Information Technology - CLEMIS
1200 N Telegraph Road, Department 421
Pontiac, MI 48341-0421

Attn: Kim McCabe

One original will be returned to you after it is executed by Oakland County.

If you have any legal questions, please contact Jodi Hall of Oakland County Corporation Counsel at 248-858-0555.

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
City of Hamtramck**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Hamtramck, 3401 Evaline, Hamtramck, MI 48212 ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Public Body** means the City of Hamtramck, which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
 - 1.6. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees,

concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.7. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.8. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.8.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.8.2. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.8.3. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard Oakland County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
 - 1.8.4. **Internet Service** means access to the Internet from Public Body's workstations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
 - 1.8.5. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
 - 1.8.6. **Email Service** means access to the designated application provided by County for sending and receiving electronic mail messages by Public Body.
 - 1.8.7. **Health Portal** means a portal where registered schools, community dispensing sites, nurses, district administrators and doctors can effectively communicate with the health department regarding reportable communicable diseases.
 - 1.8.8. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.8.9. **Data Center Use and Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
 - 1.8.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software

applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.

- 1.9. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.10. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in Section 2 or added at a later date by a formal amendment to this Agreement:

- Exhibit I: Online Payments
- Exhibit II: Pay Local Taxes
- Exhibit III: Web Publishing Suite
- Exhibit IV: Internet Service
- Exhibit V: Oaknet Connectivity
- Exhibit VI: Email Service
- Exhibit VII: Health Portal
- Exhibit VIII: Over The Counter Payments
- Exhibit IX: Data Center Use and Services
- Exhibit X: CLEMIS

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services described in V and X which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
- 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**

- 2.4.1. County will perform daily backups of all I.T. Services except for the I.T. Services described in Exhibit IX Data Center Use and Services. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
- 2.4.2. County will maintain a Disaster Recovery ("DR") Toolkit that will be used to recover applications during a disaster or failure of County's computer system. All applications will be included in County's scheduled Disaster Recovery Test. DR Toolkit updates will be made by County as necessary.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
 - 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.
- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County's website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.
- 3. **PUBLIC BODY RESPONSIBILITIES.**
 - 3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.
- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.

- 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
 - 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
 - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.

- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurers – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
6. **ASSURANCES.**
- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. **DISCLAIMER OR WARRANTIES.**

- 7.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 7.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 7.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

8. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

9. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

10. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 10.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.
- 10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.
- 10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to

terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

11. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.
12. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.
14. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
15. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
16. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
17. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
18. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
19. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars,

strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

20. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

20.2. If Notice is sent to Public Body, it shall be addressed to: Chief Anne Moise, City of Hamtramck, 3401 Evaline Hamtramck, MI 48212.

20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

21. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

22. **ENTIRE AGREEMENT.**

22.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific services described in the attached Exhibits. With regard to those services, this Agreement supersedes all other oral or written agreements between the Parties.

22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Katrina Powell hereby acknowledges that he/she has been authorized by a resolution of the City of Hamtramck, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Katrina Powell,
City Manager

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

EXHIBIT V
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

1. County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (Oaknet) at Public Body's facilities and workstations. Oaknet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
2. County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
3. County shall provide a single port by which Public Body may connect its internal network to OakNet
4. County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
5. County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
6. To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

PUBLIC BODY RESPONSIBILITIES.

1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
3. Public Body shall not mount any equipment in the County's equipment cabinet.
4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.

5. Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.
6. If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
7. Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services
8. Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.
9. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

SERVICE ACCESS

Service Center. I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number or e-mail provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. EST to 5:00 p.m. EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Information

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com

SERVICE SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as "CLEMIS") is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and complies with this Agreement.

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
 - 1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
 - 1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.
2. **CLEMIS DIVISION RESPONSIBILITIES.**
 - 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the Chief on behalf of Bloomfield Township. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
 - 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
 - 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.
 3. **PUBLIC BODY RESPONSIBILITIES.**
 - 3.1. **Execution of Exhibit V.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit V to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
 - 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
 - 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
 - 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list

to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
 - 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
 - 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
 - 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
 - 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
 - 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
 - 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
 - 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.
 - 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
 - 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.
4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**
- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will

Page 3 of 9

EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.

- 4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.** County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act (“FOIA”) requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body’s data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County’s response to the FOIA request or court order.
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body’s data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body’s data.
- 4.3.2. County shall provide and shall continue to provide access to Public Body’s data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body’s data shall stop. Upon receipt of this notice, County shall promptly stop the third party’s access to Public Body’s data and shall use its best efforts to stop third party access to Public Body’s data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party’s continuous access to Public Body’s data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body’s data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body’s data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body’s data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA

made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.

- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body’s data to a third party, County shall not be responsible for any actions of the third party and the third party’s use of Public Body’s data.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.
- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application) and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:
- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
 - 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
 - 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
 - 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
 - 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
 - 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
 - 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets,

Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
 - 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
 - 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
 - 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. **CLEMIS ADVISORY COMMITTEE.**

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.
10. **OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.**
- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation

from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

- Tier 1**
 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 2**
 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 2.5**
 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 3**
 16 or more FTE's 6 – 15 FTE's 1 – 5 FTE's
- Tier 4 Rescinded**
- Tier 5 Rescinded**
- Tier 6 (eCLEMIS)**
 19 or more FTE's 6 – 18 FTE's 1 – 5 FTE's
- Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center**
- Tier 8 Jail Management (outside Oakland County)**
- Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan**
(does not contribute any data)
- District Court in Oakland County** (excluding 52nd District Courts)
 Pays CLEMIS Fee: receives ticket data.
 OPT-OUT of CLEMIS Citation Payment Application
 Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- District Court outside Oakland County**
 Pays CLEMIS Fee: receives ticket data.
 OPT-OUT of CLEMIS Citation Payment Application
 Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- Circuit Court** (outside Oakland County - does not contribute any data)
- Prosecutor Office** (outside Oakland County, does not contribute any data)
- FRMS Participant** (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.

Mobile Data Computers ("MDC")

- WITH County provided wireless WITHOUT County provided wireless
 CAD Only WITHOUT County provided wireless

Livescan

- WITH printer WITHOUT printer

Mugshot

- Capture Station and Investigative Investigative Only

Jail Management

- CLEMIS Member located in Oakland County
 CLEMIS Member located outside Oakland County

OakVideo (CLEMIS Member located outside Oakland County)

Crime Mapping Application

Pawn Application

Fire Records Management System In Oakland County

- Phase I Phase II

Fire Records Management System Outside Oakland County

Fire Department In Oakland County Data Extract

Fire Department Outside Oakland County Data Extract

CRASH Report Payment Amount: \$

Enhanced Access Fee Disbursement Instructions

- Disbursement when Requested Disbursement Quarterly

Make Check Payable to:

OPT-OUT of Exhibit V (OakNet Connectivity) OakNet connectivity is not needed

CLEMIS Member / Public Body requests that County provide Public Body's data to the following entity:

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____

COUNTY: _____
James Hess, CLEMIS Division Manager Date

PUBLIC BODY: _____
Hamtramck Police Department

Title/Name: _____
Chief Anne Moise

Signature: _____
Date

(to be completed by Public Body)



Dear Government Agency:

As you may or may not know, Oakland County, MI started an initiative called G2G Cloud Solutions that provides credit card and electronic check transactions to government agencies at the counter and/or online, throughout the State of Michigan.

The premise of this initiative is to reduce the cost of government by sharing technology with other government agencies to benefit all involved.

A special feature of G2G Cloud Solutions is the 'share back' program that **provides 50% of the net convenience fees collected from your government agency back to you or the funding unit of a court.** For example, we have shared back approximately **\$1,000 to \$20,000** to a government agency within a fiscal year. These funds can be used to improve your government services and technology therefore providing an added benefit to the citizens in your area.

If you are interested in hearing how this initiative would work with your government agency, please contact Val Talia at (248) 858-1424 or taliav@oakgov.com.

Regards,

A handwritten signature in black ink, appearing to read 'Phil Bertolini', written over a horizontal line.

Phil Bertolini
Deputy County Executive & CIO
Oakland County, MI

"Build it once, pay for it once and everyone benefits"

G2G CLOUD SOLUTIONS

An Initiative of Oakland County Executive, L. Brooks Patterson

"Cloud computing will create opportunities for state, county, and local governments to collaborate and to lower the cost of using and owning technology. This is the ultimate in shared services."

L. Brooks Patterson
Oakland County Executive

What is G2G Cloud Solutions?

G2G Cloud Solutions was developed by Oakland County, Michigan to improve government services by sharing technology with other government agencies at little or no cost, therefore reducing the cost of government.

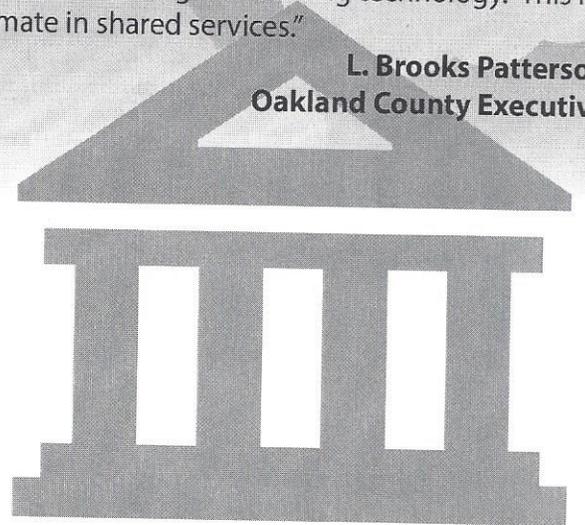
G2G Cloud Solutions offers two FREE services: Over the Counter Payments and Online Payments.

Over the Counter Payments

- Over the Counter Payments allows government agencies to take credit card payments at their counter with a single swipe process is quick, simple and secure
- A receipt of the transaction can be printed or emailed for the citizen
- The swipe terminals are free and accept Visa, MasterCard and Discover

Online Payments

- Online Payments allows government agencies to take credit card and electronic check payments through the internet that is easy, convenient and secure
- Payments will match the brand on your website and provide seamless integration into your online presence
- Each online payment provides customizable fields to gather the necessary information to meet your needs



Government Helping Government

What Makes Us Different?

- Government helping Government
- Trusted Government Provider
- We understand your needs
- Revenue Sharing Provided

Revenue Sharing is Included:

- We provide 50% of the net convenience fees collected from your government agency back to you or the funding unit.
- For example, in a fiscal year, we have shared back anywhere from \$1,000-\$20,000 to a government agency.

How to Get Started with G2G Cloud Solutions:

1 Contact G2G Cloud Solutions

We are excited to hear from you and share further details about our services. To learn more, contact Val Talia at (248) 858-1424 or taliav@oakgov.com

2 Schedule a Demo

Schedule a one hour meeting where we will review the services, provide a demo of Over the Counter and Online Payments and answer any questions

3 Review & Sign the Interlocal Agreement

We use an interlocal agreement to sign on government agencies. The agreement will provide further detailed information about the services

For additional information, visit our website at www.g2gcloud.com or call (248) 858-1424