COPIES OF THE DISBURSEMENT LIST ARE NOW AVAILABLE IN THE CONTROLLER'S OFFICE

Knights of Columbus

FATHER SOLANUS CASEY COUNCIL
No. 3797

16831 TWELVE MILE ROAD
ROSEVILLE, MICHIGAN 48066
PHONE: 771-6260

February 14, 2008

City Manager
Civic Center
29777 Gratiot Ave.,
Roseville, MI 48066

Dear Sir/Madam:

On the weekend of March 14, 15, and 16, 2008, Father Solanus Casey Knights of Columbus will be having their annual MI Drive to raise funds for the mentally impaired in our area. We would like to attend the City Council meeting to ask permission to sell Tootsie Rolls on the streets of Roseville.

Please respond as soon as possible. If you have any questions, please call John Kelleher at (586) 778-0469.

Sincerely,

[redacted]

John Kelleher

INTER-OFFICE MEMO

TO: Chief Mike Pachla

FROM: Steve Truman

DATE: February 14, 2007

SUBJECT: Father Solanus Casey Knights of Columbus
Tootsie Roll Drive
March 14, 15, and 16, 2008

==========

We have received the annual request from the Knights of Columbus to conduct their Tootsie Roll Drive on the city streets on the referenced dates. The K of C are aware of the rules for soliciting established by City Council. Proceeds from this drive help the mentally challenged within our community.

Please review this request and submit a recommendation so this item may appear on the February 26th Council agenda.

yk

att.

Roseville Police Department

Inter-Office Memo

TO: Steve Truman, City Manager

FROM: Chief Michael Pachla

DATE: February 15, 2008

RE: FATHER SOLANUS CASEY KNIGHTS OF COLUMBUS
Tootsie Roll Drive
March 14,15, & 16, 2008

The Police Department has received the above request and has no objections.

MP/hs

CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN

RESOLUTION ON ABATEMENT OF PUBLIC NUISANCE

At a Regular Meeting of the City Council of the City of Roseville, held in the council chambers, 29777 Gratiot Avenue, Roseville, Michigan on the 26th day of February, 2008, commencing at 7:00 p.m.

PRESENT: MEMBERS_____

ABSENT: MEMBERS_____

THE FOLLOWING MOTION WAS MADE:

_____ moved, _____ seconded, to adopt the following resolution:

WHEREAS, the Director of Building and Inspection for the City of Roseville, Mr. Glenn Sexton, has determined that the property at the following location:

GRATIOT ELM PARK LITTLE FARMS E 50.50 FT OF LOT 22

PP# 14-08-476-033

more commonly known as 18325 12 Mile Road, Roseville, Michigan has become and does present an immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, for the following described reasons: the house is vacant; siding is missing; the roof is in need of repair; the porch is dilapidated; and the owner has not taken steps to repair or maintain the property in over two years; and thus, presents a threat to the health, safety and welfare of the general public, and

WHEREAS, the Director of Building and Inspection has notified the owner, John Downey, of the above described property of the condition of the property and has demanded that same be corrected; and;

WHEREAS, the owner has failed, refused and neglected to correct said violations and comply with building and health ordinances of the City of Roseville; and

WHEREAS, the existence of the above described property in its present condition is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and must be abated and removed;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That the property at the afore described location for the afore described reasons is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and said violations and dangerous conditions must be abated and removed.

2. That the afore described property be and is hereby declared a public nuisance, and it is hereby ordered that all code violations and dangerous conditions existing on said property be abated and removed.

3. That the Attorney for the City of Roseville and the Director of Building and Inspection for the City of Roseville are hereby authorized to commence all necessary actions to clean up the property pursuant to Section 203-9 of the Code for the City of Roseville, and abate said public nuisances; that all costs incurred by the City of Roseville to abate said nuisances, plus interest at seven (7%) percent per annum, shall become a lien for the benefit of the City of

Roseville on all or part of the real property where the violations are located, and such liens shall be of the same character and effect as created by the Roseville City Charter for taxes.

AYES: MEMBERS_____

NAYS: MEMBERS_____

ABSENT: MEMBERS_____

RESOLUTION DECLARED ADOPTED

_____
HAROLD L. HAUGH, Mayor

_____
RICHARD STEENLAND, City Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF MACOMB)

I, Richard Steenland, the duly qualified and acting City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that the foregoing is a true and complete copy of the Resolution adopted by the City Council of the City of Roseville, Macomb County, Michigan on April 3, 2007, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance of the Open Meetings Act being Act 267 of the Michigan Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

_____
RICHARD STEENLAND, City Clerk

YORK, DOLAN & TOMLINSON, P.C.
Attorneys and Counselors at law
42850 Garfield, Suite 101
Clinton Township, Michigan 48038
586-263-5050
Fax 586-263-4763

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

Fred A. York (1930-1989)

February 4, 2008

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED
Aegis Mortgage Corporation
c/o The Corporation Company
30600 Telegraph Rd., Ste. 2345
Bingham Farms, MI 48025

RE: **Condemnation - 18325 12 Mile Rd., Roseville**

Dear Sir/Madam:

We are the attorneys for the City of Roseville. You are the named owners of the above described property. Please be advised that the Roseville City Council will consider adoption of a resolution commencing condemnation of this property on Tuesday, February 26, 2008 at 7:00 p.m. in the City Council chambers at City Hall. A copy of said proposed resolution enclosed herein.

If you have any questions regarding this matter, please feel free to contact me. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

[redacted]

Timothy D. Tomlinson
Roseville City Attorney

/jabh
Enclosure

cc: Steve Truman, Roseville City Manager
Glenn Sexton, Roseville Building Director

City of Roseville

29777 GRATIOT. P O 290
ROSEVILLE. MICHIGAN 48066

January 11, 2008

Timothy Tomlinson
York, Dolan & Tomlinson
42850 Garfield, Suite 101
Clinton Township MI 48038

Re: Condemnation - 18325 12 MILE, Roseville MI 48066

Dear Mr. Tomlinson:

This department is requesting that you prepare a resolution for action by City Council at the February 26, 2008 City Council Meeting commencing the condemnation of the residential building at the above-mentioned location.

This house is vacant, siding is missing, the roof is in need of repair and the porch is dilapidated. The house has been in this condition for over two years. In its present condition it poses a threat to the health, safety and welfare of the general public and should be removed, as it is a public nuisance. City records indicate that the owner of record is: DOWNEY, JOHN, 803 SHEFFIELD DR, MADISON HEIGHTS, MI, 48071-5903. The legal description is PP# 14-08-476-033.

Copies of our file are attached for your information. If you have any questions, please feel free to contact this department at (586) 445 5450.

Sincerely,

[redacted]

Glenn Sexton
Director of Building
and Inspection

cc: Stephen Truman, City Manager

Attachments

GS/tjh

General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: 14-08-476-033

Property Address [collapse]

18325 12 MILE
ROSEVILLE, MI 48066

Owner Information [collapse]

AEGIS MORTGAGE CORPORATION
9990 RICHMOND
HOUSTON, TX 77042

Unit: 14

Taxpayer Information [collapse]

SEE OWNER INFORMATION

General Information for Tax Year 2007 [collapse]

Property Class:	401	**Assessed Value:**	$51,797
School District:	021 - District 021	**Taxable Value:**	$30,910
State Equalized Value:	$51,797	**Map #**	
USER NUMBER IDX	0	**Date of Last Name Chg:**	10/29/2007

Date Filed:	06/01/1999
Principal Residence Exemption (2007 May 1):	0.0000 %
Principal Residence Exemption (2007 Final):	0.0000 %
Principal Residence Exemption (2008 May 1):	0.0000 %

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2006	$51,840	$51,840	$29,808
2005	$50,448	$50,448	$28,856

Land Information [collapse]

Acreage:	0.21	**Frontage:**	51.00 Ft.
Zoning Code:		**Depth:**	180.00 Ft.
Land Value:	$21,318	**Mortgage Code:**	
Land Improvements:	$0	**Lot Dimensions/Comments:**	
Renaissance Zone:	NO		
ECF Neighborhood Code:	00130		

Legal Information [collapse]

GRATIOT ELM PARK LITTLE FARMS E 50.50 FT OF LOT 22

Sales Information

1 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
03/10/2006	$76,544.00	SD	DOWNEY, JOHN		NOT USED	17684/696

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City of Roseville

29777 GRATIOT, P O 290
ROSEVILLE, MICHIGAN 48066

COPY

01/04/2006

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

DOWNEY, JOHN
18325 12 MILE
ROSEVILLE MI 48066

Re: 18325 12 MILE, Roseville MI 48066, PP # 14-08-476-033

Dear Property Owner:

This department has been notified that the above-mentioned house is vacant, in need of repair, there is junk and debris laying on the property and there is a dilapidated shed on the property. Per the requirements of Ordinance #1125, Section 172, we have tagged this building as not approved for occupancy in order to protect the health, safety and welfare of the general public, and it shall not be occupied. As the records of the City indicate that you are the owner of this property, it is your responsibility to keep the house secured and maintained to prevent it from becoming a public nuisance.

Failure to comply with any of the above within ten (10) days will result in the necessary legal action to have the premises boarded and to commence condemnation proceedings, and all costs for such shall be assessed against the property.

You have the right to appeal the above orders, and per the requirements of Ordinance No. 1125, Sec. 172, your appeal will be heard by the Board of Housing Appeals. If you choose to appeal or have any questions regarding the above, please contact this department at (586) 445 5450.

CITY OF ROSEVILLE

Glenn Sexton
Building Inspector

cc: TO BE POSTED

GS/tjh

City of Roseville

29777 GRATIOT, P O 290
ROSEVILLE, MICHIGAN 48066

COPY

January 11, 2008

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

DOWNEY, JOHN
[redacted]

Re: 18325 12 MILE, Roseville, MI PP# 14-08-476-033

Dear JOHN DOWNEY:

Please be advised that City Council will consider adoption of a resolution commencing condemnation of the above-mentioned building on Tuesday, February 26, 2008 at 7:00 p.m. in the City Council Chambers at City Hall.

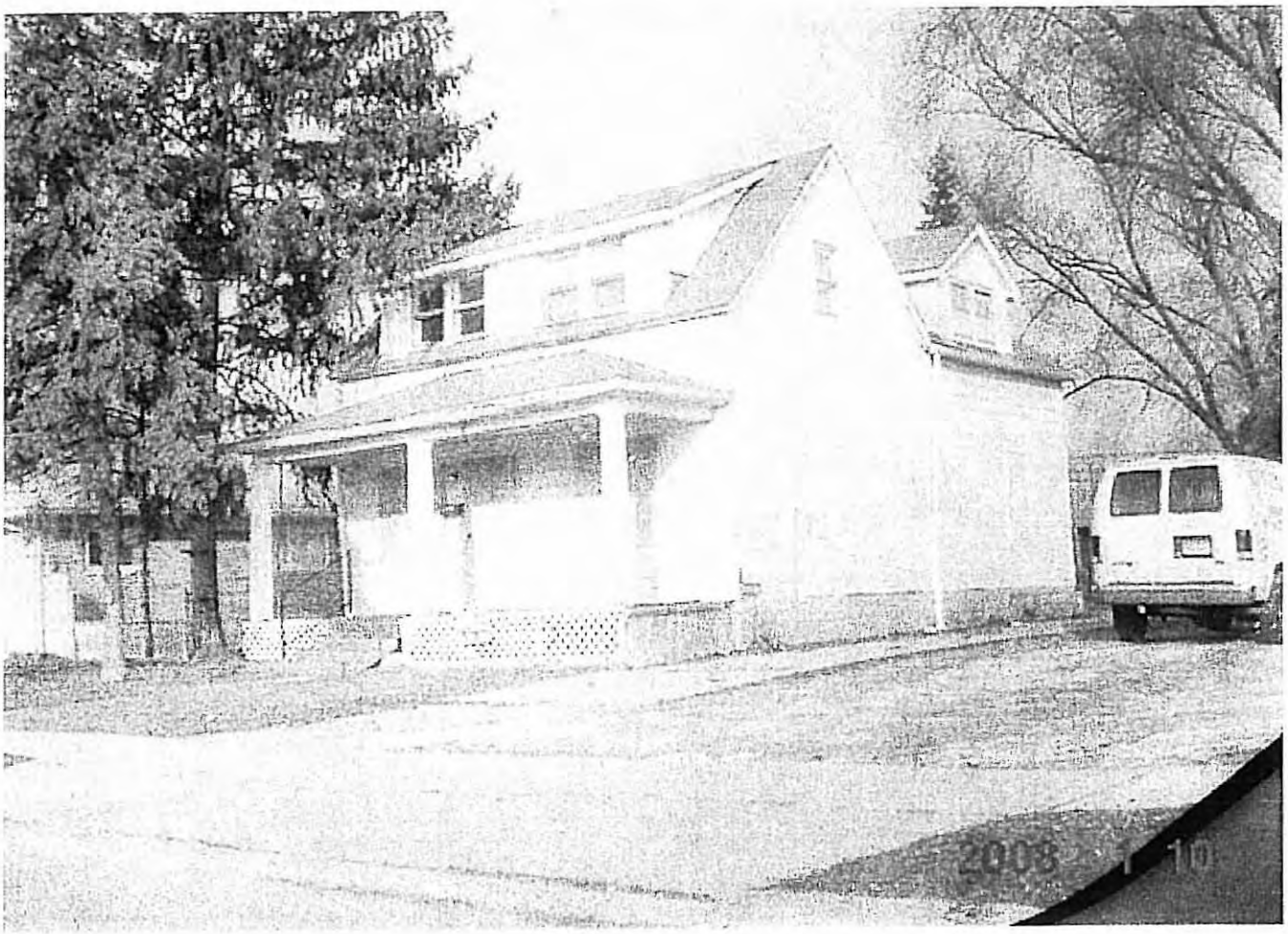
If you have any questions regarding this matter, please feel free to contact this department at (586) 445 5450.

Sincerely,

Glenn Sexton
Director of Building
and Inspections

GS/tjh

cc: Timothy Tomlinson, City Attorney



183325 12 mile

CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN

RESOLUTION ON ABATEMENT OF PUBLIC NUISANCE

At a Regular Meeting of the City Council of the City of Roseville, held in the council chambers, 29777 Gratiot Avenue, Roseville, Michigan on the 26th day of February, 2008, commencing at 7:00 p.m.

PRESENT: MEMBERS_____

ABSENT: MEMBERS_____

THE FOLLOWING MOTION WAS MADE:

_____ moved, _____ seconded, to adopt the following resolution:

WHEREAS, the Director of Building and Inspection for the City of Roseville, Mr. Glenn Sexton, has determined that the property at the following location:

ROSEVILLE FARMS #3 W ½ LOT 11 EXC S 69 FT

PP# 14-17-382-007

more commonly known as 17431 11 Mile Rd., Roseville, Michigan has become and does present an immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, for the following described reasons: the house is vacant; the roof is in need of repair; siding is missing; windows are broken; the garage is in disrepair; and the property has been in this condition for over sixteen months; and thus, presents a threat to the health, safety and welfare of the general public, and

WHEREAS, the Director of Building and Inspection has notified the owner, Lorene Tidmore, of the above described property of the condition of the property and has demanded that same be corrected; and;

WHEREAS, the owner has failed, refused and neglected to correct said violations and comply with building and health ordinances of the City of Roseville; and

WHEREAS, the existence of the above described property in its present condition is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and must be abated and removed;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That the property at the afore described location for the afore described reasons is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and said violations and dangerous conditions must be abated and removed.

2. That the afore described property be and is hereby declared a public nuisance, and it is hereby ordered that all code violations and dangerous conditions existing on said property be abated and removed.

3. That the Attorney for the City of Roseville and the Director of Building and Inspection for the City of Roseville are hereby authorized to commence all necessary actions to clean up the property pursuant to Section 203-9 of the Code for the City of Roseville, and abate said public nuisances; that all costs incurred by the City of Roseville to abate said nuisances, plus interest at seven (7%) percent per annum, shall become a lien for the benefit of the City of

Roseville on all or part of the real property where the violations are located, and such liens shall be of the same character and effect as created by the Roseville City Charter for taxes.

AYES: MEMBERS_____

NAYS: MEMBERS_____

ABSENT: MEMBERS_____

RESOLUTION DECLARED ADOPTED

_____
HAROLD L. HAUGH, Mayor

_____
RICHARD STEENLAND, City Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF MACOMB)

I, Richard Steenland, the duly qualified and acting City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that the foregoing is a true and complete copy of the Resolution adopted by the City Council of the City of Roseville, Macomb County, Michigan on April 3, 2007, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance of the Open Meetings Act being Act 267 of the Michigan Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

_____
RICHARD STEENLAND, City Clerk

YORK, DOLAN & TOMLINSON, P.C.
Attorneys and Counselors at law
42850 Garfield, Suite 101
Clinton Township, Michigan 48038
586-263-5050
Fax 586-263-4763

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

Fred A. York (1930-1989)

January 31, 2008

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED
Ms. Lorene Tidmore
[redacted]

RE: **Condemnation - 17431 11 Mile Rd., Roseville**

Dear Ms. Tidmore:

Please be advised that the Roseville City Council will consider adoption of a resolution commencing condemnation of the above mentioned property on Tuesday, February 26, 2008 at 7:00 p.m. in the City Council chambers at City Hall. A copy of said proposed resolution enclosed herein.

If you have any questions regarding this matter, please feel free to contact me. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.
[redacted]
Timothy D. Tomlinson
Roseville City Attorney

/jabh
Enclosure

cc: Steve Truman, Roseville City Manager
Glenn Sexton, Roseville Building Director

City of Roseville

29777 GRATIOT, P O 290
ROSEVILLE, MICHIGAN 48066

January 11, 2008

Timothy Tomlinson
York, Dolan & Tomlinson
42850 Garfield, Suite 101
Clinton Township MI 48038

Re: Condemnation – 17431 11 Mile, Roseville MI 48066

Dear Mr. Tomlinson:

This department is requesting that you prepare a resolution for action by City Council at the February 26, 2008 City Council Meeting commencing the condemnation of the residential building at the above-mentioned location.

This house is vacant, the roof is in need of repair, siding is missing, windows are broken and the garage is in disrepair. The property has been in this condition for over sixteen months. In its present condition, the building and property pose a threat to the health, safety and welfare of the general public and should be removed, as it is a public nuisance. City records indicate that the owner of record is: Tidmore, Lorene, 17431 11 Mile Road, Roseville MI 48066. The legal description is PP# 14-17-382-007.

Copies of our file are attached for your information. If you have any questions, please feel free to contact this department at (586)445-5450.

Sincerely,

[redacted]

Glenn Sexton
Director of Building
and Inspection

cc: Stephen Truman, City Manager

Attachments

GS/tjh

General Property Information

[Back to Non-Printer Friendly Version] [Send To Printer]

Parcel: 14-17-382-007

Property Address

[collapse]

17431 11 MILE
ROSEVILLE, MI 48066

Owner Information

[collapse]

TIDMORE, LORENE
17431 11 MILE
ROSEVILLE, MI 48066

Unit: 14

Taxpayer Information

[collapse]

SEE OWNER INFORMATION

General Information for Tax Year 2007

[collapse]

Property Class:	401	**Assessed Value:**	$55,836
School District:	021 - District 021	**Taxable Value:**	$33,424
State Equalized Value:	$55,836	**Map #**	
USER NUMBER IDX	0	**Date of Last Name Chg:**	

Date Filed:	03/01/2005
Principal Residence Exemption (2007 May 1):	0.0000 %
Principal Residence Exemption (2007 Final):	0.0000 %
Principal Residence Exemption (2008 May 1):	0.0000 %

Previous Year Info	MBOR Assessed	Final S.E.V.	Final Taxable
2006	$54,542	$54,542	$32,232
2005	$51,276	$51,276	$31,203

Land Information

[collapse]

Acreage:	0.10	**Frontage:**	54.00 Ft.
Zoning Code:		**Depth:**	79.00 Ft.
Land Value:	$19,302	**Mortgage Code:**	
Land Improvements:	$0	**Lot Dimensions/Comments:**	
Renaissance Zone:	NO		
ECF Neighborhood Code:	00126		

Legal Information

[collapse]

ROSEVILLE FARMS #3 W 1/2 LOT 11 EXC S 69 FT

Sales Information

1 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
12/09/2002	$0.00	QC	TIDMORE, LORENE	TIDMORE, LORENE/TIDMORE, TERRY	NOT USED	12577-376

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City of Roseville

29777 GRATIOT, P O 290
ROSEVILLE, MICHIGAN 48066

August 21, 2006

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

COPY

TIDMORE, LORENE
17431 11 MILE
ROSEVILLE MI 48066

Re: 17431 11 MILE, Roseville MI 48066, PP # 14-17-382-007

Dear Property Owner:

This department has been notified that the above mentioned house is vacant, there is junk and debris laying on the property, there is tall grass and weeds growing on the property, the house and garage are deteriorating and in need of roof repair, the chimney is falling in, the privacy fence is in disrepair, and there is a utility trailer which must be licensed or removed. Per the requirements of Ordinance #1125, Section 172, we have tagged this building as not approved for occupancy in order to protect the health, safety and welfare of the general public, and it shall not be occupied. As the records of the City indicate that you are the owner of this property, it is your responsibility to keep the house secured and maintained to prevent it from becoming a public nuisance.

Failure to comply with any of the above within ten (10) days will result in the necessary legal action to have the premises boarded and to commence condemnation proceedings, and all costs for such shall be assessed against the property.

You have the right to appeal the above orders, and per the requirements of Ordinance No. 1125, Sec. 172, your appeal will be heard by the Board of Housing Appeals. If you choose to appeal or have any questions regarding the above, please contact this department at (586) 445 5450.

CITY OF ROSEVILLE

Glenn Sexton
Building Inspector

cc: TO BE POSTED

GS/tjh

City of Roseville

29777 GRATIOT, P O 290
ROSEVILLE, MICHIGAN 48066

COPY

January 11, 2008

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

TIDMORE, LORENE
17431 11 MILE
ROSEVILLE MI 48066

Re: 17431 11 MILE, Roseville, MI PP# 14-17-382-007

Dear LORENE TIDMORE:

Please be advised that City Council will consider adoption of a resolution commencing condemnation of the above-mentioned building on Tuesday, February 26, 2008 at 7:00 p.m. in the City Council Chambers at City Hall.

If you have any questions regarding this matter, please feel free to contact this department at (586) 445 5450.

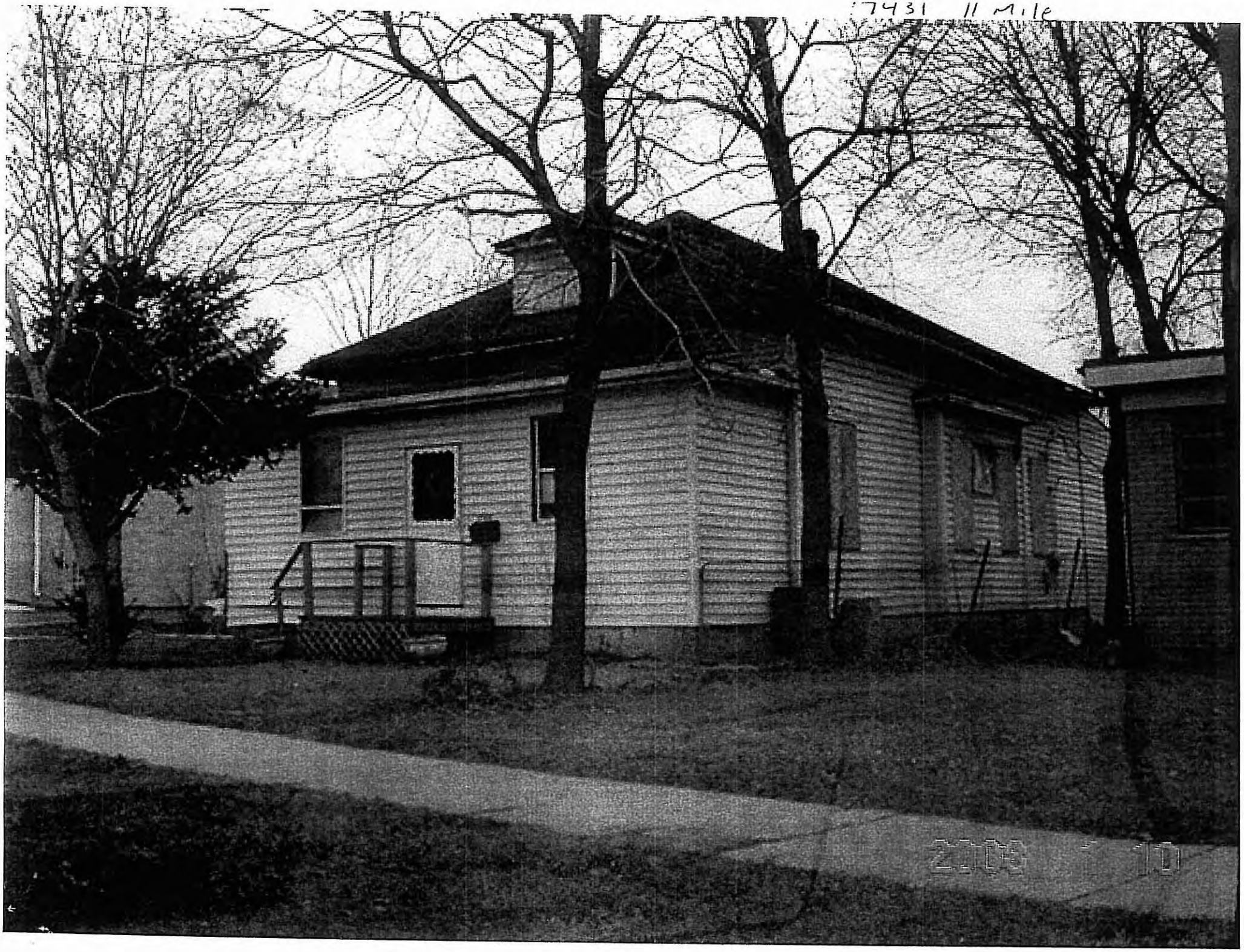
Sincerely,

[redacted]

Glenn Sexton
Director of Building
and Inspections

GS/tjh

cc: Timothy Tomlinson, City Attorney


7431 11 Mile

17751 11 Mile

LIVE SCAN AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
Roseville Police Department

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 and Roseville Police Department 29753 Gratiot Roseville, Michigan 48066. In this Agreement, the County and the Political Subdivision may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, the County and the Political Subdivision enter into this Agreement. The purpose of this Agreement is to delineate the responsibilities and obligations of the Parties regarding use and maintenance of Live Scan Equipment for submission and exchange of Fingerprint Information.

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, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows:
   1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification or amendment.
   1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, cost, or expense, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Political Subdivision, its employees or agents, whether such Claim is brought in law, equity, tort, contract, or otherwise.
   1.3. **Contractor** means the vendor selected by the County, pursuant to County purchasing policies and procedures, to provide the Live Scan Equipment and the maintenance services for the Live Scan Equipment.
   1.4. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members,

council members, commissioners, authorities, committees, employees, agents, or any such persons' successors.

1.5. **Courts and Law Enforcement Management Information System ("CLEMIS")** means the computer system which provides access to and entry of public safety and law enforcement data and facilitates the exchange of such data between public safety and law enforcement agencies. CLEMIS also provides access to other criminal justice databases. CLEMIS is interfaced to state and federal law enforcement computers systems which maintain records and files essential to the needs of the public safety and law enforcement community.

1.6. **Courts and Law Enforcement Management Information System Division ("CLEMIS Division")** means a division of the Oakland County Department of Information Technology that supports CLEMIS users. The CLEMIS Division provides services such as training for CLEMIS, a help desk, technical support, application development, liaison with the State on technology matters, vendor liaison, CLEMIS administration, project management, and a CLEMIS application backup site.

1.7. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.8. **Exhibit** means all of the following documents which are fully incorporated into this Agreement:

1.8.1. **Exhibit I**: Software License

1.8.2. **Exhibit II**: Maintenance Agreement

1.9. **Fingerprint Information** means the fingerprint impressions and associated data that is entered into the Live Scan Equipment by the Political Subdivision.

1.10. **Live Scan Equipment (or Equipment)** means cabinet or desktop style handscanner systems including hardware, software, demographic interfaces and software customization as delivered by the Contractor.

1.11. **Maintenance Fees** means the amount of money paid by the Political Subdivision to the County to maintain the Live Scan Equipment pursuant to Section 4 of this Agreement. Maintenance Fees do not include costs for maintenance services not covered by the Maintenance Agreement.

1.12. **Political Subdivision** means Roseville Police Department, including, but not limited to, its Council, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, or any such persons' successors.

1.13. **System Manager** means the individual or individuals designated by the Political Subdivision who is the authorized point of contact between the County and the Contractor for receiving/sending of material or Live Scan Equipment related to this Agreement or other issues related to this Agreement.

2. **COUNTY RESPONSIBILITIES**. Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the County shall carry out the following:

2.1. The County shall provide Live Scan Equipment, specifically one (1) cabinet style handscanner system, to the Political Subdivision for its use. The County purchased most of the Live Scan Equipment with grant funds; thus, the County shall remain the owner of the Live Scan Equipment, even though it is located at the Political Subdivision.

2.2. In an effort to reduce costs to the Political Subdivision and the County, the County negotiated and executed a single Software License Agreement, Exhibit I, and Maintenance Agreement, Exhibit II, for all Live Scan Equipment purchased by the County.

2.3. The Contractor shall provide the maintenance services for the Live Scan Equipment, not the County, as set forth in the Maintenance Agreement attached as Exhibit II.

2.4. Once the Political Subdivision enters and submits the Fingerprint Information into the Live Scan Equipment, the County will submit the Fingerprint Information to the State of Michigan, pursuant to law. The County shall also store all Fingerprint Information entered and submitted into the Live Scan Equipment at the County.

3. **POLITICAL SUBDIVISION'S RESPONSIBILITIES.**

3.1. The Political Subdivision shall use and operate the Live Scan Equipment properly and according to this Agreement and applicable law.

3.2. The Political Subdivision shall comply with the Software License, attached as Exhibit I, and the Maintenance Agreement, attached as Exhibit II.

3.3. In exchange for the use of the Live Scan Equipment, the Political Subdivision shall pay for the maintenance services provided by the Contractor. The Maintenance Fees and the manner of payment are set forth in Section 4 of this Agreement. The Political Subdivision shall be solely responsible to pay for any maintenance services not covered by the Maintenance Agreement, Exhibit II.

3.4. Each Political Subdivision shall identify a System Manager and alternative and notify the County in writing of the System Manager and alternative. The Political Subdivision must notify the County in writing of any changes to the System Manager and alternative within five (5) Days of any change.

3.5. The System Manager shall be the first point of contact for the Political Subdivision when problems occur with the Live Scan Equipment. The System Manager shall be the sole individual responsible for relaying problems with the Live Scan Equipment to the Contractor and/or communicating the need for maintenance to the Contractor.

3.6. The Political Subdivision shall send its employees or agents to training classes regarding Live Scan Equipment as required by the County. The training classes shall be provided to the Political Subdivision at no charge.

3.7. The Political Subdivision shall require that all users of Live Scan Equipment report any problem or unusual activity to the System Manager to enable proper maintenance of the Live Scan Equipment.

3.8. The Political Subdivision shall be solely responsible for entering Fingerprint Information into the Live Scan Equipment for its jurisdiction.

3.9. The Political Subdivision shall be solely responsible for ensuring that the Fingerprint Information entered into Live Scan Equipment is accurate, complete, updated, and/or purged as required by law.

3.10. The Fingerprint Information entered into the Live Scan Equipment shall be and remain the data of the Political Subdivision.

3.11. The Political Subdivision shall replace or repair the Live Scan Equipment which is willfully or negligently lost, stolen, damaged, or destroyed and shall be responsible for the costs associated with such replacement or repair, normal wear and tear excepted.

3.12. The Political Subdivision shall not move (from the facility where it is located) the Live Scan Equipment until written notice is given to the County. The Political Subdivision shall not dispose of the Live Scan Equipment without first getting written permission of the County.

3.13. Except as otherwise provided by this Agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the Live Scan Equipment.

4. **FINANCIAL RESPONSIBLITIES**.

4.1. The County shall pay the Maintenance Fees to the Contractor annually for the Maintenance Agreement and invoice the Political Subdivision for the amount and in the manner set forth in this section.

4.2. The Political Subdivision shall pay Three Thousand, Three Hundred and Thirteen ($3,313.00) Dollars in Maintenance Fees annually to the County for four (4) years, for maintenance and preventative services for each cabinet style handscanner system provided to the Political Subdivision by the County. The obligation to pay Maintenance Fees shall begin on May 1, 2009.

4.3. The County shall invoice the Political Subdivision quarterly for the Maintenance Fees. The Maintenance Fees become due to the County upon receipt of such invoice and the Political Subdivision agrees to pay the invoice within forty-five (45) Days of receipt.

4.4. Except as provided in this Agreement, the County is not responsible for any cost, fee, fine or penalty incurred by the Political Subdivision in connection with this Agreement.

4.5. To the maximum extent provided by law, if there is any amount past due under this Agreement, the County, in its sole discretion, has the right to set off that amount from any amount due to the Political Subdivision from the County, including, but not limited to, distributions from the Delinquent Tax Revolving Fund (DTRF).

5. **DURATION OF INTERLOCAL AGREEMENT**.

5.1. The Agreement and any amendments hereto shall be effective when executed by both Parties, with resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

5.2. This Agreement shall remain in effect until December 31, 2013 or until cancelled or terminated by either Party pursuant to Section 7.

6. **ASSURANCES**.
   6.1. Each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts.
   6.2. Except as otherwise provided by law, the Political Subdivision shall be responsible for Claims that arise out of its use of the Live Scan Equipment
   6.3. Neither Party shall be liable to the other Party for any consequential, incidental, indirect, or special damages of any kind in connection with this Agreement.
7. **TERMINATION OR CANCELLATION OF AGREEMENT**.
   7.1. Either Party may terminate or cancel this Agreement for any reason upon thirty (30) days notice. The effective date for termination or cancellation shall be clearly stated in the notice.
   7.2. Notwithstanding any other provision of this Agreement, if the Political Subdivision ceases to be a member of CLEMIS, this Agreement shall terminate, as of the date the Political Subdivision ceases to be a member of CLEMIS, with no notice required by either Party.
   7.3. The Political Subdivision shall not be responsible for payment of Maintenance Fees after the effective date of termination or cancellation of this Agreement.
   7.4. Within thirty (30) Days of the effective date of termination or cancellation of this Agreement, the Political Subdivision shall return the Live Scan Equipment to the County.
   7.5. The Parties shall not be obligated to pay a cancellation or termination fee, if this Agreement is cancelled or terminated as provided herein.
8. **SUSPENSION OF SERVICES**.
   8.1. Upon notice to the Political Subdivision of the County's determination that the Political Subdivision has failed to comply with federal, state, or local law or the requirements contained in this Agreement, the County may immediately suspend this Agreement, provided the notice contains a detailed description of the basis for the determination.
   8.2. Upon submission of a written plan or statement by the Political Subdivision to the County addressing each basis listed in the County's notice and the County agrees to such written plan or statement (such agreement shall not be unreasonably withheld), then the Political Subdivision shall be entitled to an immediate reinstatement of the Agreement.
   8.3. The right to suspend this Agreement is in addition to the right to terminate or cancel this Agreement contained in Section 7.
   8.4. The County shall not incur penalty, expense, or liability if services are suspended under this Section, unless the Agreement is not immediately reinstated as provided in this Section or the County wrongfully suspended the Agreement under this Section.
9. **NO THIRD PARTY BENEFICIARIES**. Except as expressly provided in this Agreement, 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.

10. **COMPLIANCE WITH LAWS**. Each Party shall comply with all federal, state, and local laws, statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement and applicable to the operation of the Live Scan Equipment.
11. **DISCRIMINATION**. The Parties shall not discriminate against their employees, agents, applicants for employment, or other persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
12. **RESERVATION OF RIGHTS**. 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.
13. **FORCE MAJEURE**. Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
14. **IN-KIND SERVICES**. This Agreement does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
15. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. A Party shall not delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
16. **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 effect its right to require strict performance of this Agreement.
17. **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.
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 number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

19. **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: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

19.1. If Notice is set to the County, it shall be addressed and sent to:

Oakland County Department of Information Technology,
Manager of CLEMIS Division,
1200 North Telegraph Road, Building #49 West,
Pontiac, Michigan, 48341
and
Chairperson of the Oakland County Board of Commissioners,
1200 North Telegraph,
Pontiac, Michigan 48341

19.2. If Notice is sent to the Political Subdivision, it shall be addressed to:

Roseville Police Department 29753 Gratiot Roseville Michigan 48066

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

20. **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.

21. **AGREEMENT MODIFICATIONS OR AMENDMENTS**. Any modifications, amendments, recissions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recission, waiver, or release shall be signed by the same persons who signed the Agreement or other persons as authorized by the Parties' governing bodies.

22. **RESCISSION OF PREVIOUS INTERLOCAL AGREEMENT**. This Agreement hereby rescinds and supersedes the Live Scan Maintenance Agreement previously entered into between the County and Political Subdivision and this Agreement shall control all matters contemplated therein.

23. **ENTIRE AGREEMENT**. This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other oral or written Agreements between the Parties. 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.

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.

IN WITNESS WHEREOF, Stephen A Truman hereby acknowledges that he has been authorized by a resolution of the Roseville City Council, a certified copy of which is attached, to execute this Agreement on behalf of the Political Subdivision and hereby accepts and binds the Political Subdivision to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____

Stephen A. Truman
City Manager

WITNESSED: _____ DATE: _____

Yvette Krellwitz
Manager's Secretary

IN WITNESS WHEREOF, Bill Bullard, Jr., Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, 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: _____

Bill Bullard, Jr., Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

Ruth Johnson, Clerk Register of Deeds
County of Oakland

Exhibit I
Software License Agreement

This License Agreement ("Agreement") is between the County and Contractor for the Software identified in Exhibit IV of the Contract which includes any associated media and the printed, online, or electronic documentation created by Contractor ("Documentation").

The Software and Documentation are protected by United States Copyright Laws and international Copyright treaties, as well as other intellectual property laws. The Software is licensed, not sold.

1. GRANT OF LICENSE. In consideration of payment in full of the applicable purchase price for the System or other fees due Contractor as well as other consideration recited herein, Contractor grants to the County and the Sites, listed in Exhibit IV, a revocable nonexclusive license to use the Software on the System within which the Software is installed and to use the Documentation solely in connection with such use of the System. Contractor reserves all rights to the Software and Documentation that have not been expressly granted to the County in this Agreement.

2. LICENSE LIMITATIONS. Except as expressly provided in this Agreement and except for making a reasonable number of copies of the Software and Documentation for disaster recovery purposes only, the County may not copy, distribute copies, modify or prepare derivative works based on the Software or Documentation. The County may not reverse engineer, decompile, or disassemble the Software except and only to the extent that such activity is expressly permitted by applicable law. Except as provided in this Agreement, the County may not sublicense, rent or lease the Software. The County may permanently transfer all of County's rights under this Agreement by transferring the System to a third party; provided that the County retains no copies of the Software and Documentation (including all component parts, the media and printed materials, any upgrades and this Agreement), and the recipient agrees to the terms of this Agreement. If the Software is an upgrade, any transfer must include all prior versions of the Software. Upon termination of the Contract, the County shall destroy any and all copies of the Software and Documentation in its possession or control.

3. OWNERSHIP RIGHTS. All right, title and interest in and to the Software and Documentation, including all rights in Copyright, and any copies of the Software and Documentation, are owned exclusively by Contractor. Any third party software provided by Contractor in connection with the System is licensed to the County under the terms of the third party's software license agreement and other documentation that accompanies the System. Contactor shall provide the County with copies of such License Agreements.

4. LIMITED WARRANTY / DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY. The Contractor warrants that the Software will perform in accordance with the Documentation, and Contractor's written specifications contained in Exhibit I for a period of one (1) year from the date the Acceptance Test Plan is executed by both Parties. Contractor's sole obligations and the County's exclusive remedy under this warranty are limited to, at Contactor's option, repairing, replacing, providing credit for or refunding the net purchase price of the System which shall be returned to the factory of origin prior to expiration of the warranty period, transportation charges prepaid by Contractor. CONTRACTOR DOES NOT WARRANT THAT THE SOFTWARE EMBEDDED, INSTALLED IN OR USED IN CONNECTION WITH THE SYSTEM IS ERROR FREE OR THAT USE OF SUCH SOFTWARE WILL BE UNINTERRUPTED. EXCEPT AS PROVIDED IN THIS CONTRACT, CONTRACTOR

SPECIFICALLY DISCLAIMS ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES CONCERNING THE SOFTWARE EMBEDDED OR INSTALLED THEREIN OR USED IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. This warranty shall not apply to any Software which has been installed, repaired, modified or altered in any way, except by Contractor, or which was authorized by Contractor, or which has been subjected to misuse, negligence, or accident. The aforementioned provisions do not extend the original warranty period of any System that has either been repaired or replaced by Contractor.

5. WARRANTY SERVICE CALLS. You may contact Contractor's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439).

6. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software and Documentation provided therewith are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the United States Government is subject to the restrictions as set forth in Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies.

EXHIBIT II
SYSTEM MAINTENANCE TERMS AND CONDITIONS

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the System described in Contractor's Maintenance Agreement Addendum ("Addendum") with the County, Contractor, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum to the County and the Sites. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Contractor are those services selected by the County from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Contractor TouchCare Support Center via Contractor toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Contractor technical support staff to resolve problems.
- Contractor shall furnish all parts and components necessary for the service and maintenance of the System and to ensure that the System operates according to Exhibits I, VIII, IX, X, and XI of the Contract. Replacement parts shall be sent by Contractor to the County or Site at no cost to the County or Site. All replaced defective parts shall become Contractor's property. Contractor shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished so long as the System operates according to Exhibits I, VIII, IX, X, and XI of the Contract.
- System disconnect/reconnect services, as long as a Contractor field service engineer does not have to be dispatched to the County or the Sites.
- Contractor shall make available to County and Site one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Contractor and for which Contractor, in its sole discretion, elects to develop and generally make available to the customers whose Systems are under warranty or under a current Contractor Maintenance Agreement Addendum. The County and Site shall provide Contractor with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Contractor shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services*, then Contractor shall install the Update during any subsequently scheduled on-site visit by Contractor for service of the System. An "Update" means a new release of Software that is developed by Contractor which contains (i) bug fixes, corrections, or a work-around of previously identified errors with such Software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the Software.
- Contractor and the County will specify the hardware and third party software requirements for any Updates pursuant to Exhibit VIII of the Contract.

B. 24/7 Maintenance Customer Services. Contractor's *24/7 Maintenance Services* are as follows:

- The County or the Site will receive a telephone response to service calls within one (1) hour from the time the County or the Site places a service call with Contractor's Help Desk.
- Contractor's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Contractor field service engineer to the County's or Site's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Contractor shall use its best efforts to have a Contractor's field service engineer at the County or Site's facility within four (4) hours from the time the engineer is dispatched by Contractor's Help Desk, but no more than five (5) hours after the call was placed by the County or the Site.
- At no additional charge, during each consecutive twelve (12) month period during the term of the Contract, Contractor will provide the County with up to four (4) County -requested type of transaction changes to existing type of transaction applications and up to two (2)

changes to type of transaction applications that are mandated by the applicable State government agency for state-wide or interstate implementation. State mandated changes, and software and table updates will be applied to all live scan units listed in the Addendum within forty-five (45) Days of notification to proceed from the County. Contractor shall immediately notify the County, if the Contractor reasonably determines and the County reasonably concurs that any such changes and updates are not capable of being developed and delivered within such forty-five (45) Day period due to the scope and complexity of such change. If such determination is made and consensus reached, the Contractor and County shall immediately meet and mutually agree upon an acceptable development and delivery schedule. Table updates are treated as Updates and will be made available to the County in accordance with Sections II.A and II.B of this Agreement. Table updates will be applied pursuant to Exhibit VIII to the Contract.

C. 9/5 Maintenance Services. Contractor's *9/5 Maintenance Services* are as follows:

- Twenty-four (24) hours per day, seven (7) days per week, the County or the Site will receive a telephone response to service calls within one (1) hour from the time the County or the Site places a service call with Contractor's Help Desk.
- Twenty-four (24) hours per day, seven (7) days per week, Contractor's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Contractor field service engineer to a County's or Site's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m. eastern standard time) per day, five (5) business days per week. Contractor shall use its best efforts to have a Contractor field service engineer at the County's or the Site's facility within eight (8) working hours from the time the engineer is dispatched by Contractor's Help Desk, but no more than nine (9) hours after the call was placed by the County or the Site.
- Upon Contractor's acceptance of the County's or the Site's request for after-hours service, the County or the Site shall pay for such after-hours service on a time and materials basis at Contractor's then current rates.
- At no additional charge, during each consecutive twelve (12) month period during the term of the Contract, Contractor will provide the County with up to four (4) County-requested type of transaction changes to existing type of transaction applications and up to two (2) changes to type of transaction applications that are mandated by the applicable State government agency for state-wide or interstate implementation. State mandated changes, and software and table updates will be applied to all live scan units listed in the Addendum within forty-five (45) Days of notification to proceed from the County. Contractor shall immediately notify the County, if the Contractor reasonably determines and the County reasonably concurs that any such changes and updates are not capable of being developed and delivered within such forty-five (45) Day period due to the scope and complexity of such change. If such determination is made and consensus reached, the Contractor and the County shall immediately meet and mutually agree upon an acceptable development and delivery schedule. Table updates are treated as Updates and will be made available to the County in accordance with Sections II.A. and IIC. of this Agreement. Table updates will be applied pursuant to Exhibit VIII to the Contract.

D. Preventive Maintenance Services. Contractor's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Exhibits I, VIII, IX, X, and XI to the Contract and with Contractor's specifications for such System. Contractor and the County or the Site will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term. Up to four (4) preventative maintenance visits (quarterly) for the System are included in the price of Services and will be provided at no additional cost to the County or the Sites.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System disconnect/reconnect services (for System moves) if a Contractor field service engineer is required at the County's or the Site's facility.
- Additional training beyond that amount or level of training originally ordered by the County.
- Maintenance support or troubleshooting for County or Site provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or use of unauthorized accessories or parts.
- Unless authorized by Contractor, maintenance required due to the System being modified, damaged, altered, or serviced by personnel other than Contractor's authorized service representatives, or if parts, accessories, or components not authorized by Contractor are fitted to the System.
- Maintenance required due to moving the System.
- Unless authorized by the Contractor, Maintenance required due to failures caused by the County's or Site's software or other software, hardware or products not licensed by Contractor to County.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required to the System due to installation of third party software by the County or Site without the Contractor's approval or direction.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the County's or Site's expense.
- Maintenance required due to failures caused by County's or Site's facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Contractor's System documentation.

B. Availability of Additional Services. At the County's or Site's request, Contractor may agree to perform the excluded services described immediately above in accordance with Contractor's then current rates. Other excluded services that may be agreed to be performed by Contractor shall require Contractor's receipt of a County or Site P.O.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by the County or the Site may be required to have a pre-maintenance inspection by Contractor before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) Days. Contractor's inspection will be billed at Contractor's current inspection rate plus travel expenses and parts (if any required).

IV. SERVICE CALLS

The County or the Site may contact Contractor's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Contractor's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for three (3) additional one (1) year terms, with the fees listed in the Addendum at the same rate, upon the County's execution of an updated Addendum and Contractor's receipt of the applicable annual maintenance fee reflected in the updated Addendum. The Parties acknowledge that the County, in its discretion, shall determine which Sites to purchase Services for. The number of Sites for which the County may purchase Services for may vary from year to year, but shall be set forth in the Addendum executed each year by the Parties.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum, which shall be consistent with the pricing set forth in Exhibit IV to the Contract. The County agrees to pay the total of all charges for Services annually in advance within thirty (30) Days of the date of Contractor's invoice for such charges. If the County purchases additional Hardware and/or Software from Contractor, the Addendum shall be amended to reflect the additional Hardware and/or Software and the increase in the fees for Service. The additional fees for Services for the additional Hardware and/or Software shall be consistent with the fees contained in the current Addendum.

B. Failure to Pay Fees. If the County does not pay Contractors' fees for Services or parts as provided

hereunder within ninety (90) Days when due Contractor may, at its discretion, either suspend performance of its Services until such time as the account is brought current or provide the Services at current "non contract/per call" rates on a COD basis.

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Contractor shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER.

MEMORANDUM

CITY OF ROSEVILLE

ENGINEERING DEPARTMENT

TO: Steve Truman, City Manager

FROM: Steven Wietecha, Engineering Inspector

DATE: February 13, 2008

RE: 2008 Weed Cutting Program

We have received a request from Rizzo Services to extend the 2006 Weed Cutting Program for the 2008 Weed Cutting Program with all pricing remaining the same.

This contractor had parts A and C of the contract past two years and performed satisfactorily (part B, which is State Property, is cut by our D.P.W.). We believe with the increasing cost of fuel that the City will benefit by retaining the current contractor at 2006 pricing. The City will also save the cost of having the project sent out for bid.

Copy of the letter from Rizzo Services is attached.

cc: Glenn Sexton, Building Director
Gary Bierl, D.P.W. Director
Paul VanDamme, Purchasing

SW/mcw

RIZZO SERVICES
PROUDLY SERVING GREATER DETROIT SINCE 1965

WASTE CONTROL LANDSCAPE MAINTENANCE & CONSTRUCTION SNOW MANAGEMENT

February 13, 2008

Dear Steve Wietecha,

In regards to the landscape violation mowing Rizzo Services would like to extend the offer to keep 2007 pricing the same for the up coming season (2008). Rizzo Services agrees to extend the contract through 2008 per sections A and C of the violation mowing agreement. If you have any questions please feel free to contact us at 586-772-8900. Thank you and we look forward to doing business with you in the future.

Sincerely,

Jeff Rizzo

[redacted]

General Manager

Rizzo Services

22449 GROESBECK, WARREN, MI 48089 PHONE. 866-772-8900 FAX: 586-772-8188

MOTION MADE BY _____

MOTION SECONDED BY _____

AN ORDINANCE TO AMEND CHAPTER 7, §7-2, TO AMEND THE NUMBER OF MEMBERS OF THE CITY BEAUTIFICATION COMMISSION, TO PROVIDE FOR REPEALER, SEVERABILITY AND EFFECTIVE DATE.

CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN

ORDINANCE NO. _____

TO ADOPT AN ORDINANCE TO AMEND CHAPTER 7, §7-2, TO AMEND THE NUMBER OF MEMBERS OF THE CITY BEAUTIFICATION COMMISSION, TO PROVIDE FOR REPEALER, SEVERABILITY AND EFFECTIVE DATE.

THE CITY OF ROSEVILLE ORDAINS:

Section 1. Chapter 7, ' 7-2, is hereby amended to read as follows:

' 7-2. Membership; appointment; compensation.

The Commission shall consist of seven (7) members, who are electors of the City of Roseville to be appointed by the Mayor with the approval of the City Council. Members of the Commission shall serve as such without compensation and shall be appointed forthwith upon adoption of this section.

Section 2. All remaining paragraphs and sentences of the aforementioned amended Chapter shall remain in full force and effect.

Section 4. **Repealer.** All ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this ordinance full force and effect.

Section 5. **Severability.** If any article, section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of remaining portions of the ordinance, being the intent of the City that this ordinance shall be fully severable.

Section 6. **Effective date.** This Ordinance shall take immediate effect being emergency in nature.

AYES _____

NAYS _____

ABSENT _____

_____
HAROLD L. HAUGH, Mayor

Attested:

_____
RICHARD STEENLAND, City Clerk

I, Richard Steenland, City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that Ordinance No. _____ was adopted by the City Council of Roseville, assembled in regular session on February _____, 2008. Said Ordinance was posted in the following places:

Roseville Police Station, 29753 Gratiot Avenue
Roseville Public Library, 29777 Gratiot Avenue
Roseville Civic Center, 29777 Gratiot Avenue

Notice of said posting was published in *The Macomb Daily* on _____, 2008.

_____
RICHARD STEENLAND, City Clerk

City of Roseville

Memo

To: Mr. Steve Truman, City Manager

From: Paul VanDamme, Purchasing Assistant

Date: February 19, 2008

Re: HVAC Replacement, Bid #450-030801

Attached you will find the two lowest bids for the HVAC Replacement, Bid #450-030801 due January 29, 2008. Three bids where submitted Tech Mechanical Inc., $334,999.00, Arctic Air Inc., $352,300.00 and Rene Vanassche & Sons Inc., $392,700.00.

This was a rebid per Council request due to the absence of the Resolution on Policy to Assure Labor Harmony on City Projects on Bid #450-020710, due August 19, 2007. Per City Attorney Timothy Tomlinson a Labor Harmony Resolution, Certification for the Contractor and Subcontractor and Prevailing Wage Rates as of 12/07/2007 was included with the rebid due January 29, 2008.

I have checked the references of Tech Mechanical, Inc. (non union company), and its subcontractors and all projects were done in a satisfactory manner. They have contracted with other counties (Wayne County), school districts (Avondale, Rochester Hills, South Redford and Dearborn Heights), other municipalities (Novi) and several other companies. Also, Tech Mechanical, Inc. and its subcontractors have signed the Labor Harmony Resolution Certifications, and have supplied employee certifications and references to meet all of the requirements of the Labor Harmony Resolution.

The City has done business with Arctic Air, Inc. (union company), in a satisfactory manner. Currently Artic Air Inc. has the maintenance agreement for the City's HVAC system. Also, Artic Air, Inc. meets all of the requirements of the Labor Harmony Resolution.

If there is any more information you need for this bid please let me know.

HVAC Replacement
BID # 450-030801
DUE 1/29/08

BIDDERS	Total	Bid Bond
Tech Mechancial Inc.	$ 334,999.00	x
Arctic Air, Inc.	$ 352,300.00	X
Rene Vanassche & Sons Inc.	$ 392,700.00	x
Air-Tech		
Carrier Corp		
Engineered Comfort Systems		
Flame Furnace		
Janseen Refrigeration		
Motor City Heating & Cooling		
R.W. Mead		
Present at Bid Opening:	Paul VanDamme, Purch Assist	
	Jill Cross, Admin Assist.	
	Bernie Larsh, Bldg. Mtc. Foreman	
Representatives From:	Arctic Air, Rene Vannasche,	
	Tech Mechanical	

CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN

RESOLUTION ON POLICY TO ASSURE LABOR HARMONY ON CITY PROJECTS

At a Regular Meeting of the City Council of the City of Roseville held in the Council Chambers, 29777 Gratiot Avenue, Roseville, Michigan 48066, Tuesday, February 27, 2001, at 7:00 p.m., local time

Present: Mayor Gerald Alsip, Councilpersons Harold Haugh, James Zelmanski, John Chirkun, Salvatore Aiuto, Bill Shoemaker and Richard Steenland.

Absent: None

COUNCILMAN HAROLD HAUGH moved, COUNCILMAN SALVATORE AIUTO seconded, to adopt the following resolution:

WHEREAS, It is important that the construction, alteration, repair and improvement to City-owned buildings; and above-ground structures be completed on time and within the budget; and

WHEREAS, in order to assure that these goals and objectives are achieved, harmony among the trades persons and laborers who work together must be assured.

NOW, THEREFORE, the City Council of the City of Roseville hereby adopts the following policy:

That all contract bid specifications involving the construction, alteration, repair, and improvement of City-owned buildings and above-ground structures in which the cost is anticipated to exceed One Hundred Thousand ($100,000) Dollars, not including work done pursuant to any collective bargaining agreement, between the City and its employees, shall include such terms as will promote harmonious relations among all skilled trades persons and laborers employed on the project. To be determined a responsible bidder, the prospective contractor must:

a. have adequate financial resources to perform the contract;
b. be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government business commitments;
c. have a satisfactory performance record;
d. have a satisfactory record of integrity and business ethics;
e. have in place a legally enforceable means of labor stability and labor peace over the life of the project;
f. have available a ready and adequate supply of highly trained and skilled craft workers who have graduated from an apprentice program approved by the U.S. Department of Labor, Bureau of Apprenticeship Training.
g. have in place a safety program that conforms with the mandates of the Occupational Safety and Health Act;
h. have the necessary production, construction and technical equipment and facilities;
i. be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Additionally, when appropriate, the successful bidder shall certify that he or she is able to furnish skilled trades persons or laborers who are able to work in harmony with all other contractors who are employed upon the contract and the successful bidder may be required to enter into a project labor agreement with respect to the prevailing wage rates and certified skill with the Greater Detroit Building and Construction Trades Council (AFL-CIO), and its affiliated unions for the construction, alteration, repair and improvement projects.

Expressly excluded from this agreement are as follows:

a. Any pending project;
b. Projects involving the installation, whether by special assessment district process or otherwise, of public improvements for paving, curb and gutter paving, storm sewer, sanitary sewer, and water; and
c. Any Federal projects or Federally-funded or assisted construction projects.

NOW, THEREFORE, upon motion by Council, be it resolved that the foregoing was duly adopted by the Roseville City Council on this 27th day of February, 2001.
MOTION CARRIED UNANIMOUSLY

STATE OF MICHIGAN)
SS)
COUNTY OF MACOMB)

I, RONALD A. MAC KOOL, the duly qualified and acting City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Roseville, Macomb County, Michigan, on Tuesday, February 27, 2001, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance of the Open Meetings Act being Act 267 of the Michigan Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

[redacted]

RONALD A. MAC KOOL
City Clerk

PROPOSAL

PROJECT

HVAC Replacement for DPW, Fire Station, Police Station and City Hall

OWNER

The City of Roseville
Macomb County, Michigan

BIDDER

Name of Bidder Tech Mechanical, Inc.

Address 1490 E. Highwood

Pontiac, MI 48340

Phone 248-322-5600

In accordance with the Advertisement for Bids for the construction of the above named Project, the undersigned Bidder hereby proposes to furnish all labor, materials and equipment and to construct the Project in accordance with the Contract Documents for the Prices as indicated in this Proposal. The indicated prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal is part.

BIDDING CONDITIONS

In submitting this Proposal, the Bidder represents that:

1. The Bidder has examined and is familiar with the plans, specifications and related documents.

2. The Bidder has visited and is familiar with the sites of the proposed work.

3. The Bidder is familiar with all of the conditions surrounding the construction of the proposed Project.

4. The Bidder is familiar with the availability of material and labor required to complete the Project.

5. The Bidder or any other person or company that the Bidder may represent has not entered into any combination or collusion, undertaking or agreement with any Bidder or Bidders to maintain the price of said work, or any compact to prevent any other Bidder or Bidders from bidding on said Contract or work.

6. The Bidder's Proposal is made without regard or reference to any other Bidder or Proposal and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

7. The Bidder has bid each and every item as listed in the Itemized Bid with no additions, deletions, conditions or alternates unless specifically provided for in the itemized bid.

WITHDRAWAL OF BID

The Bidder agrees that this bid shall be good and may not be withdrawn for a period as stated in the Advertisement after the scheduled closing time for receiving bids.

COMPLETION

The Bidder hereby agrees to commence work under this Contract on or before the date to be specified in the written "Notice to Proceed" and to fully complete the entire Project in accordance with the completion dates and schedule as stipulated in the Supplemental Instructions to Bidders.

ADDENDA

The Bidder acknowledges receipt of the following addenda:

NO. 1 DATED: 1/21/08

NO. 2 DATED: 1/21/08

PROPOSAL FORM
HVAC REPLACEMENT
D.P.W., FIRE STATION, POLICE STATION &
CITY HALL
Bid # 450-030801
Due January 29, 2008
11:00 a.m. Local Time

PRICES AND AMOUNTS MUST BE TYPEWRITTEN

Name of Bidder: Tech Mechanical, Inc.

The undersigned in submitting this proposal agrees to follow the attached specifications and the manufacturer's published specifications in order to provide, install, and acceptance test a complete and operable replacement HVAC system for:

1. RTU-2 replacement at City Hall.
2. Condenser replacements at the Police and Court Building.
3. New economizer for the existing Police Dispatch Unit.
4. New rooftop unit and electric wall heaters at Fire Station No. 2.
5. New rooftop unit at the DPW Maintenance Garage with gas detection system.

Withdrawal of Bid:

Bid shall remain firm for sixty (60) days.

Liability Insurance:

The contractor shall provide the owner with certificate of insurance per the General Conditions with the Owner named as an additional insured.

Notes:

THE CITY'S TEMPERATURE CONTROL CONTRACTOR (TCC) IS MASTER TEMPERATURE CONTROL, CHUCK GOERLITZ, 734-573-9180. THE CONTRACTOR SHALL CONTRACT WITH MASTER TEMP AND INCLUDE ALL COSTS FOR NEW EQUIPMENT IN THE BID.

ALL ROOF REMOVAL AND REPLACEMENT IS RESPONSIBILITY OF THE MECHANICAL CONTRACTOR. ON FIRESTONE ROOFING THE ROOFER MUST BE CERTIFIED. CONTRACT TONY DEDOARD, 248-670-1532, MWA COMMERCIAL ROOFING SOLUTIONS FOR CERTIFIED CONTRACTORS.

PROPOSAL FORM (cont'd)
HVAC REPLACEMENT
DPW, FIRE STATION, POLICE STATION &
CITY HALL
Bid # 450-030801
Due January 29, 2008
11:00 a.m. Local Time

BIDS THAT ARE SUBMITTED SHALL HAVE ALL PRICES AND AMOUNTS TYPEWRITTEN ON THE ITEMIZED BID SHEETS TAHAT ARE PART OF THE PROPASAL. BIDS NOT TYPEWRITTEN WILL BE REJECTED.

BUSINESSES LOCATED IN THE CITY OF ROSEVILLE, OR PRINCIPAL OFFICER OF BUSINESS BEING A RESIDENT OF THE CITY, WILL BE GRANTED A **FIVE PERCENT (5%) ALLOWANCE** TOWARD THE BID PRICE AS PER ROSEVILLE CITY CHARTER. INDICATE BUSINESS NAME, PRINCIPAL OFFICER'S NAME.

Base Bid:

Lump sum cost for completion of HVAC REPLACEMENT project.
Three hundred thirty-four thousand nine hundred ninety-nine Dollars $ 334,999.00

State Terms: Invoiced monthly based on percent complete.

Current Workers Compensation Modification Rate: .655

Number of calendar days before beginning project: 30

Number of labor days to complete project: 30-40

Company: Tech Mechanical, Inc.

Street Address: 1490 E. Highwood

City, State, Zip: Pontiac, MI 48340

Phone: 248-322-5600 Cell: [redacted]

Fax: 248-322-9785

Authorized Signature: [redacted]

Print Name: Michael M. Curi Title: President

Date: 1/29/08

END OF SECTION

BID SECURITY

The undersigned Bidder attaches hereto a certified check or cashier's check in the sum of _____ Dollars ($_____) or a Bid Bond in the amount of 5% as required in the Instruction to Bidders and the Bidder agrees that in case he shall fail to fulfill his obligations under the foregoing Proposal and Contract, the Owner may determine that the undersigned has abandoned his rights and interests in such Proposal and that the bid security accompanying his Proposal has been forfeited to the Owner but otherwise, the bid security shall be returned to the Bidder upon the execution of such Contract and the acceptance of his bonds and insurance coverage, or upon the rejection of his Proposal.

AWARD OF CONTRACT

The Bidder hereby agrees that if the foregoing Proposal shall be accepted by the Owner, the Bidder will, within ten (10) consecutive calendar days after receiving formal notice of award, enter into a Contract, in the appropriate form, to furnish the labor, materials, equipment, tools and construction equipment necessary for the full and complete execution of the work at and for the price named in his Proposal, and the Bidder will furnish to the Owner and to the State of Michigan, such surety for the faithful performance of such Contract and for all labor expended thereon as shall be approved and accepted by the Owner.

SUBCONTRACTORS

The Bidder proposes to use the following Sub-Contractors in conjunction with this Project.

	Sub-Contractor (name & address)	Portion of Work
1.	Certified Electric, Inc. 7974 Lochlin Dr., Ste B1 Brighton, MI 48116	Electrical
2.	Master Temperature Controls Livonia, MI	Controls
3.	CEI Michigan LLC PO Box 200 2140 Industrial St Howell, MI 48843	Roofing

SEE ATTACHED PAGE 5A

4.	Mechanical Heat and Frost 2505 Burdette Ferndale, MI 48220	Insulation
5.	Guardian Equipment Co. 44375 Grand River Ave. Novi, MI 48375	Lighting Protection
6.	J. J. Curran Crane 865 South Fort St. Detroit, MI 48217	Crane

BIDDERS QUALIFICATIONS

In the interest of expediting the award of this Contract, the Bidder agrees, if required by the Owner, to submit information in regard to the Bidders experience in the performance of work similar to that included in this Proposal.

LEGAL STATUS OF BIDDER:

(The Bidder shall mark an "X" and fill out the appropriate form as necessary.)

[X] A Corporation duly organized and doing business under the laws of the State of Michigan, for whom Michael M. Curi, bearing the official title of President, whose signature is affixed to this Proposal is duly authorized to execute Contracts.

[ ] A Partnership, all of the members of which with addresses are:

_____ _____
_____ _____
_____ _____
_____ _____

[ ] An Individual, whose signature is affixed to this Proposal.

Dated and signed this 29th day of January, 20 08.

Name of Bidder: Tech Mechanical, Inc.

Signature: [redacted]

Title of Signer: President

Business Address of Bidder: 1490 E. Highwood, Pontiac, MI 48340

Telephone No.: 248-322-5600

Please give the following information regarding your Proposal for this bid:

1. Number of years experience in this work:
   25

2. List number and types of equipment to be used if awarded this bid:
   City Hall = One Carrier RTU
   Police Station = Five McQuay Units
   DPW = One Aaon RTU
   Fire Station = One Carrier RTU

3. List the municipalities that you have contracted with during the past three years for this type of work:
   South Redford School District
   Avondale School District
   Rochester Hills School District

4. Name of your bank and other financial reference:
   Comerica

5. Name of your insurance carrier:
   PL/PD/BI Insurance carrier: Indiana Insurance Company

   Workman's Compensation: Indiana Insurance Company

   Amount of Insurance Coverages $2,000,000

6. Comments:

LABOR HARMONY RESOLUTION
CONTRACTOR'S CERTIFICATION

The bidder agrees an affirms that it will comply with the policy to ensure labor harmony on City projects as adopted by the Roseville City Council on February 27, 2001, a copy attached as Exhibit 1. The responsible bidder affirms it will provide documentation, if requested, to support that it meets all conditions stated within the Labor Harmony Resolution, including the following:

a. have adequate financial resources to perform the contract;
b. be able to comply with the required proposed delivery of performance schedule, taking into consideration all existing commercial and government business commitments;
c. have a satisfactory performance record;
d. have a satisfactory record of integrity and business ethics;
e. have a place a legally enforceable means of labor stability and labor peace over the life of the project;
f. have available a ready and adequate supply of highly trained and skilled craft workers who have graduated from an apprentice program approved by the U.S. Department of Labor, Bureau of Apprenticeships Training;
g. have in place a safety program that conforms with the mandates of the Occupational Safety and Health Act;
h. have the necessary production, construction and technical equipment and facilities; and
i. be otherwise qualified and eligible to receive and award under applicable laws and regulations.

Additionally, bidder certifies that he or she is able to furnish skilled trades persons or laborers who are able to work in harmony with all other contractors who are employed upon the contract and may be required to enter into a project labor agreement with respect to the prevailing wage rates, attached as Exhibit 2, and certified skill with the Greater Detroit Building and Construction Trades Council ("AFL-CIO"), and its affiliated unions for the construction, alteration, repair and improvement on this project.

Company: Tech Mechanical, Inc.
Street Address: 1490 E. Highwood
City, State, Zip: Pontiac, MI 48340
Phone: 248-322-5600 Cell:
Fax: 248-322-9785
Authorized Signature: [redacted]
Print Name: Michael M. Curi Title: President
Date: 1/29/08

LABOR HARMONY RESOLUTION
SUBCONTRACTOR'S CERTIFICATION

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Company: CERTIFIED ELECTRIC INC
Street Address: 7974 LOCHLIN DR STE B-1
City, State, Zip: BRIGHTON, MI 48116
Phone: 248 446 9400 Cell: [redacted]
Fax: 248 446 9454
Authorized Signature: [redacted]
Print Name: JEFF WANKO Title: PRESIDENT
Date: 1/28/08

NO

LABOR HARMONY RESOLUTION
SUBCONTRACTOR'S CERTIFICATION

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Company: MASTER TEMPERATURE CONTROLS
Street Address: 34400 GLENDALE
City, State, Zip: LIVONIA MI 48150
Phone: 734 513 9170 Cell: [redacted]
Fax: 734 513 9560
Authorized Signature: [redacted]
Print Name: CHARLES GOERLITZ Title: MGR, CONTROLS
Date: 1/28/08

LABOR HARMONY RESOLUTION
SUBCONTRACTOR'S CERTIFICATION

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Company: CEI Michigan LLC
Street Address: PO Box 200
City, State, Zip: Howell MI 48844
Phone: 517.548.0937 Cell:
Fax: 517.548.0[illegible]
Authorized Signature: [redacted]
Print Name: George Cook Title: Pres.
Date: 1-22-08

LABOR HARMONY RESOLUTION
SUBCONTRACTOR'S CERTIFICATION

The bidder agrees an affirms that it will comply with the policy to ensure labor harmony on City projects as adopted by the Roseville City Council on February 27, 2001, a copy attached as Exhibit 1. The responsible bidder affirms it will provide documentation, if requested, to support that it meets all conditions stated within the Labor Harmony Resolution, including the following:

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Company: Mechanical Heat & Frost Insulation, Inc.
Street Address: 2505 Burdette
City, State, Zip: Ferndale, MI 48220
Phone: (248) 545-6004 Cell: [redacted]
Fax: (248) 545-6014
Authorized Signature: [redacted]
Print Name: Jean E. Rogers Title: Sec./Treas.
Date: 1/23/08

LABOR HARMONY RESOLUTION
SUBCONTRACTOR'S CERTIFICATION

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Company: GUARDIAN EQUIPMENT COMPANY
Street Address: 44375 GRAND RIVER AVENUE
City, State, Zip: NOVI MI 48375
Phone: 248 449 5280 Cell: [redacted]
Fax: 248 449 5223 [redacted]
Authorized Signature: [redacted]
Print Name: PHILIP YOUTSEY Title: PRESIDENT
Date: 1-20-08

LABOR HARMONY RESOLUTION
SUBCONTRACTOR'S CERTIFICATION

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Company: J. J. Curran Crane Co
Street Address: 865 S. Fort St
City, State, Zip: Detroit Mi. 48217
Phone: 313-842-1700 Cell: [redacted]
Fax: 313-842-1715
Authorized Signature: [redacted]
Print Name: Eric James Title: Dispatcher
Date: 1-29-08