Copies of the disbursement list are now available in the controller's office

THE GIVE A GIFT FOUNDTION
28855 VAN DYKE SUITE 206• WARREN, MICHIGAN 48093
PHONE: 586.441.5054 •
KIM@THEGIVEAGIFTFOUNDATION.ORG • www.thegiveagiftfoundation.org

June 17th, 2010

To Yvette Krellwitz,

The Give a Gift Foundation is a 501c3 nonprofit organization that helps terminally ill cancer patients. This is a request to solicit donations in the intersections in the city of Roseville. All proceeds benefit cancer patients with their immediate needs. Our four core programs are for assistance with housing, medical bills, prescriptions, and food. But are not limited to these. We are looking to collect donations in the intersections the weekend of August 6th, 7th, and 8th. The time would be 9am til 7pm. The intersections we are looking to do would be Masonic and Gratiot, 13 and Utica, 13 Groesbeck, and 12 and Utica, Gratiot at 11 and 12 mile and Martin.

On behalf of The Give a Gift Foundation we thank you for time and consideration. Please feel free to contact me anytime with any further questions at

Kimberly Moyers
Executive Director
The Give a Gift Foundation

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)

May 26, 2010

Mr. Stephen A. Truman
City Manager
City of Roseville
P.O. Box 290
Roseville, MI 48066

RE: **Give a Gift Foundation – Charitable Solicitation License**

Dear Mr. Truman:

I have reviewed the application, together with Articles of Incorporation, Bylaws, and reviewed their standings in the State of Michigan. The Give a Gift Foundation is in good standing with the State of Michigan, and I have no objection to the charitable solicitation resolution as provided. Should you have any questions, or need anything further, please do not hesitate to contact me. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

Timothy D. Tomlinson

TDT/jabh

INTER-OFFICE MEMO

TO: Chief Mike Pachla

FROM: Steve Truman, City Manager

DATE: June 30, 2010

SUBJECT: The Give a Gift Foundation
Solicit Donations
August 6 – 8, 2010

==========

We have received a first time request from The Give a Gift Foundation to solicit donations on the city streets August 6 - 8. All necessary paperwork has been submitted and reviewed by City Attorney Tim Tomlinson. The group has been made aware of the rules for soliciting established by City Council. Proceeds benefit cancer patients with their immediate needs.

Please review this request and submit a recommendation so this item may appear on the July 27th Council agenda.

att.

Contact person: Kimberly Moyers

/yk

Sent to Jin
5-25-10

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

EFFECTIVE DATE
May 22, 2009

LICENSE #
MICS 42063

The Give A Gift Foundation, Inc.
27115 Harper Ave. Suite 23
St Clair Shores, MI 48081

CHARITABLE SOLICITATION LICENSE

of

The Give a Gift Foundation, Inc.

EXPIRATION DATE: July 31, 2010

1. **Your next application to renew this license is due no later than July 01, 2010.** This is 30 days prior to the expiration date shown above. Please calendar the date now. Forms are available on the Attorney General's web site at: www.michigan.gov/ag or may be requested by contacting the Charitable Trust Section at (517) 373-1152.

2. **Extensions** of the license may be requested if required information will not be available prior to the renewal application due date. A written request for an extension must be received on or before the above expiration date of the license.

3. **Throughout the year**, notify us within 30 days of changes in the following:
   - -- Name or address
   - -- Board of directors
   - -- Resident agent
   - -- Methods of soliciting donations
   - -- Fiscal year end
   - -- Purposes
   - -- Amendments to the bylaws or constitution of the organization
   - -- Amendments to your articles of incorporation, submitting copies of amendments assumed names or name changes that show evidence of proper filing with the appropriate state agency
   - -- If any other state has prohibited solicitation activity by your organization

4. Any **contracts** you enter into with professional fund raisers must be submitted to our office within 10 days of execution.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 15 2009

THE GIVE A GIFT FOUNDATION INC
C/O KIMBERLY MOYERS

Employer Identification Number:
26-4313451
DLN:
17053226316039
Contact Person:
ROGER W VANCE ID# 31173
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
August 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 13, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

THE GIVE A GIFT FOUNDATION, INC.

To Whom It May Concern,

The Give a Gift Foundation, Inc.'s primary purpose is to receive and administer funds for families who have members with cancer and cancer related illnesses. The organization will provide recipient families with support to enhance their emotional, social, and spiritual health.

No substantial part of the activities of the corporation shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in, any political campaign on behalf of any candidate for public office.

The Corporation is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Thank you for your donation !!! If you have any questions or more info please call 586-441-5054.

Kimberly Moyers
Executive Director

55 Van Dyke Ave Suite 206
-441-5054
peoplesmileagain@yahoo.com

ROSEVILLE POLICE DEPARTMENT

Inter-office Memo

TO: Steve Truman, City Manager

FROM: Chief Michael Pachla

DATE: July 01, 2010

RE: The Give a Gift Foundation
Solicit Donations August 6th, 7th, & 8th , 2010

The Police Department has reviewed the request submitted by the Give a Gift Foundation to solicit donations on the city streets August 6th, 7th & 8th, 2010 and does not have any objections to this request.

MP/hs

MEMORANDUM

CITY OF ROSEVILLE

BUILDING DEPARTMENT

TO: Stephen Truman, City Manager

FROM: Glenn Sexton, Building Director

DATE: July 20, 2010

RE: Rezoning Parcel #14-20-176-017 = Eastgate Shopping Center

---

Mr. Howard Rosenberg is seeking City Council approval to have the above referenced property rezoned from B-2 Community Business to B-3 General Business. Mr. Rosenberg states that his reason for rezoning is that B-3 allows more uses than B-2 which would assist him in attracting tenants. A review of the City of Roseville Zoning Ordinance finds that the main differences between B-2 & B-3 is that B-3 allows:

1) Car washes
2) Bus stations
3) Vehicle sales
4) Governmental Offices
5) Expanded restaurant uses
6) Veterinary clinics
7) Vehicle service station and repair shops
8) Self storage
9) Massage parlors*
10) Adult Uses*
11) Tattoo parlors, pawn shops and used good.*

*Denotes that these uses would require a variance from Zoning Board of Appeals.

The Roseville Planning Commission has conducted a review of this request and sends a recommendation to the City Council in favor of approving the rezoning. Attached you will find the review of the rezoning by our Planning Consultant, Benjamin Tallerico of Beckett and Raeder, Inc.

B R i
Beckett&Raeder
Landscape Architecture
Planning, Engineering &
Environmental Services

April 27, 2010

i
initiat

Planning Commission
City of Roseville
29777 Gratiot Avenue
P.O. Box 290
Roseville, MI 48066

Attention Mr. Otto Wilhelm, Chair

Dear Plan Commission Members,

We herewith submit our comments regarding the following referral.

PP No. 14-20-176017, Eastgate Shopping Center rezoning request

A request by Mr. Howard Rosenberg of Eastgate Shopping Center, located at 30665 Northwestern Avenue, Suite 200, Farmington Hills MI, 48334, to rezone property located on the northeast side of Gratiot Avenue, from Frazho on the south to Marquette on the north.

Applicant's Request:

The applicant is requesting reclassification of their property from the present B-2 Community Business to B-3 General Business. The applicant states the property is owned by Eastgate Shopping Center.

Purpose of Request:

The applicant is not requesting to construct any new buildings on the property. The applicant is requesting the property to be rezoned for all uses allowed in the B-3 Zoning district.

The applicant states:

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103

734 **663.2622** ph
734 **663.6759** fx

Traverse City Office
800 Cottageview, Suite 211B
Traverse, MI 12345

231 933.8400 ph
231 933.0091 fx

Petoskey Office
616 Petoskey Street
Petoskey, MI 12345

231 347.2523 ph
231 347.2524 fx

Toledo, Ohio
419.242.3428 ph

www.bria2.com

The change is necessary to preserve the exiting (sp) property rights because the owners need to be able to solicit the broadest categories of potential tenants to keep the existing stores rented in these difficult economic times. The change from B-2 to B-3 is not detrimental to the public welfare or to property of other persons located in the vicinity because the use of the property as a shopping center is not being substantially changed.

Site Size and Location:

initiat

The parcel contains approximately 25 acres of land, and has 1,442 feet of frontage, more or less, along Gratiot Avenue, approximately 1,169 feet along Frazho, and 539 feet, more or less, along Marquette.

The buildings on the property are located on the northeast, south, and southeast portion of the site.

Existing Land Use and Zoning:

The Existing Land Uses and zoning around the subject property are outlined below.

Direction	Existing Land Use	Zoning
North	Commercial	B-3 General Business
East	Multi-Family Residential	RM-1 Multiple Family (Low Rise)
		R-2 Two Family Residential
South	Commercial	B-3 General Business
	Commercial	B-1 Local Business
	Public	RM-1 Multiple Family (Low Rise)
West	Commercial	B-3 General Business
	Auto Commercial	

Master Plan Recommendation:

The City's adopted Master Plan for Future Land Use Map proposes the subject property to be Commercial in use, as is property to the west and north. The Master Plan for Future Land Use Map proposes property to the south as Commercial and Public, and to the east as Multi-Family Residential

Analysis:

The B-2 Community Business Districts are designed to cater to the needs of a larger consumer population than is served by the Local Business Districts, and are generally characterized by an integrated or planned cluster of establishments served by a common parking area and generating large volumes of vehicular and pedestrian traffic.

initiat

The B-3 General Business Districts are designed to provide sites for more diversified business types and are often located so as to serve passerby traffic. The General Business Districts are thus typically mapped along major traffic arteries and/or adjacent to the Community Business Districts.

Any principal permitted retail business or service establishment in B-2 Districts are permitted in B-3 Districts. In addition, any conditional use permitted in the B-2 District, subject to the conditions specifically set forth for the use, is allowed in a B-3 District.

The maximum height in structures, and minimum zoning lot size per dwelling unit are the same for both the B-2 Community Business and B-3 General Business, as is the minimum floor area per unit and maximum percent lot area covered by all buildings. Generally, the minimum yard setbacks are less intense in the B-3 then the B-2.

Uses permitted and permitted subject to special conditions in a B-3 General Business District that are not permitted or permitted subject to special conditions in a B-2 include: Mortuary establishments, Motor vehicle car wash, (when completely enclosed in a building), Bus passenger stations, New and used car salesroom, showroom or office, Governmental office or other governmental use, Public utility offices, Transformer stations, Pump stations, Drive in restaurants, Veterinary hospitals or clinics, Motor vehicle service stations, Motor vehicle repair shops, Massage parlors, Sexual oriented businesses, Self storage facilities, and Residential occupancy of commercial buildings two stories or greater in height.

The Southeast Michigan Council of Government shows that retail trade jobs have decreased in Roseville from 2002-2005, and predicts they will decrease by approximately 25% from 2005-2035.

Conclusion:

From the foregoing information we have concluded that from a planning standpoint there are challenges to the parcel being rezoned from B-2 Community Business to B-3 General Business. Our conclusion is based on the following determinations:

i
initiat

- In addition to the permitted uses listed in Section 1101, Section 1101 (2) h allows *Other uses similar to the above uses.* This allows for a larger number of uses than what is listed.
- The applicant is not requesting to construct any new buildings on the site, therefore any new uses would be incorporated within the existing buildings.
- Some of the additional uses such as Motor vehicle service stations and Motor vehicle repair shops that would be allowed if the property were rezoned to B-3 General Business may be incompatible with the existing uses within an integrated or planned cluster of establishments served by a common parking area.

We will be prepared to discuss the forgoing concerns with you at your convenience.

Respectfully Submitted,
Beckett &Raeder, Inc.

Benjamin J. Tallerico, AICP, HDFP

Cc: Mr. Stephen Truman
Mr. Glenn Sexton
Planning Commission

City of Roseville

29777 GRATIOT, P.O. 290
ROSEVILLE, MICHIGAN 48066

PLANNING COMMISSION AGENDA

STUDY SESSION, MONDAY, June 7, 2010
REGULAR MEETING, MONDAY, June 21, 2010
7:00 P.M.
CITY COUNCIL CHAMBERS
(586) 445-5450

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PUBLIC TO BE HEARD

D. APPROVAL OF MINUTES

1. Study Session of May 3, 2010
2. Regular Meeting of May 17, 2010

E. CORRESPONDENCE

F. BILLS TO BE PAID

G. PUBLIC TO BE HEARD – AGENDA ITEMS ONLY – NOT TO INCLUDE PUBLIC HEARING ITEMS.

H. PUBLIC HEARINGS

1. **REZONING** – Property located on the East side of Gratiot, North of Frazho Road (Commonly known as 26380 Gratiot – Eastgate Shopping Center) from B-2 Community Business to B-3 General Business. Howard Rosenberg, Eastgate Shopping Center, Petitioner

I. COMMITTEE REPORTS

J. OLD BUSINESS

1. **REZONING** – Property located on the East side of Gratiot, North of Frazho Road (Commonly known as 26380 Gratiot – Eastgate Shopping Center) from B-2 Community Business to B-3 General Business. Howard Rosenberg, Eastgate Shopping Center, Petitioner

K. NEW BUSINESS

1. **SPECIAL USE PLAN REVIEW** – 27251 Gratiot(Parcel #14-17-452-006); Request Special Use as Retail Auto Sales at Property located on the west side of Gratiot, North of 11 Mile Road. Current Zoning is B-3. Raymond Machasic, Petitioner

L. REPORT OF PLANNING CONSULTANT, ADMINISTRATOR'S OR STAFF REPORT

M. COMMISSION MEMBERS TO BE HEARD

N. ITEMS FOR NEXT AGENDA

O. ADJOURNMENT

CITY OF ROSEVILLE
NOTICE OF PUBLIC HEARING

A Public Hearing will be held by the Roseville Planning Commission in the Roseville Civic Center Council Chambers, 29777 Gratiot Avenue (VFW Memorial Drive), Roseville, Michigan on

MONDAY, JUNE 21, 2010
7:00 P.M.

REZONING- Property located on the East side of Gratiot, North of Frazho Road pp# 14-20-176-017 (Commonly known as 26380 Gratiot – Eastgate Shopping Center) from B-2 Community Business to B-3 General Business. Howard Rosenberg, Eastgate Shopping Center, Petitioner

All interested parties should appear at this time or file petitions with the City Clerk, **Richard M. Steenland**, prior to the Public Hearing.

OTTO WIHELM, CHAIRMAN
ROSEVILLE PLANNING COMMISSION

City Of Roseville
Notice of Public Hearing

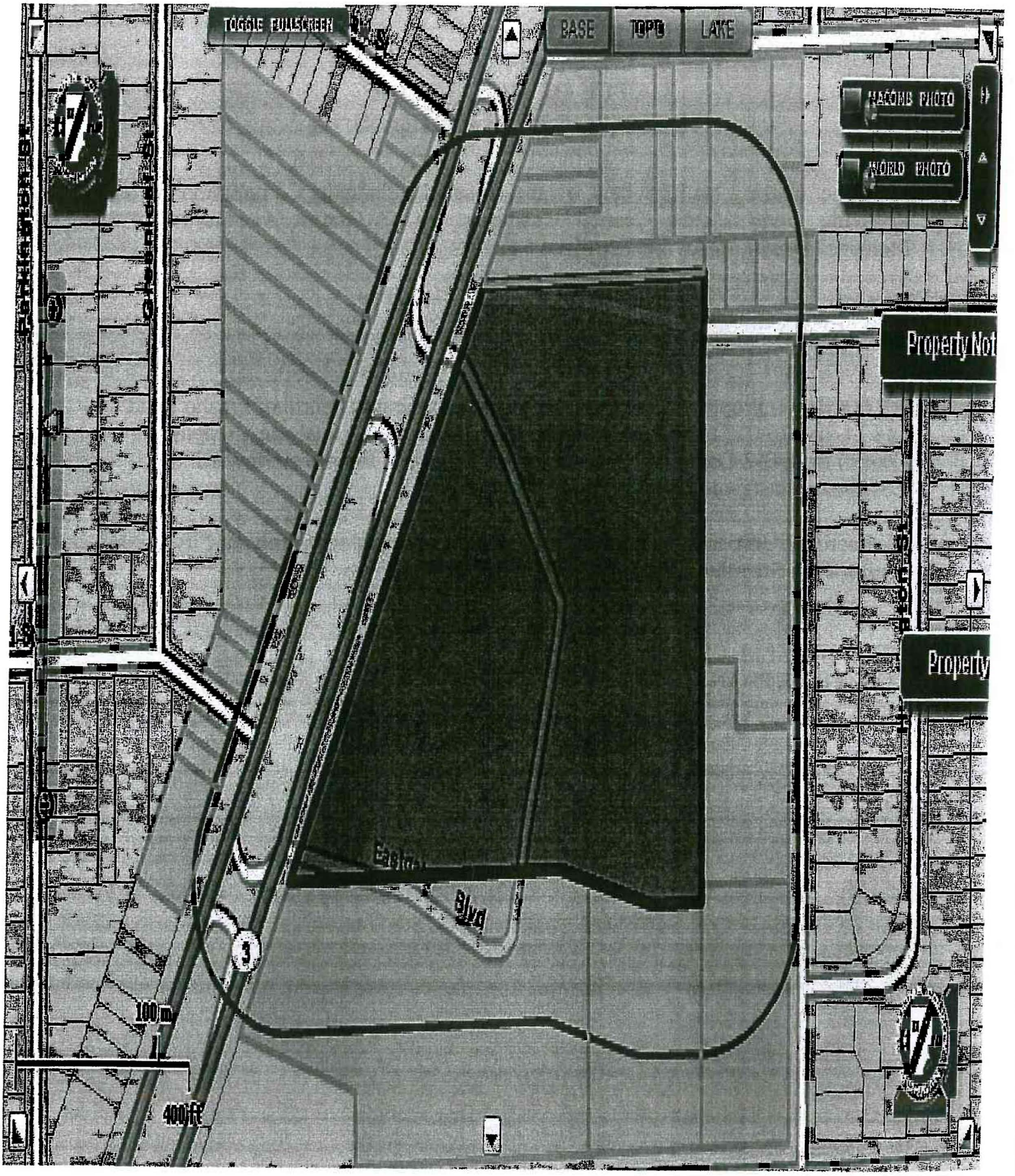
A Public Hearing will be held by the Roseville City Council in the, Roseville Civic Center Council Chambers, 29777 Gratiot Avenue (VFW Memorial Drive), Roseville Michigan on

Tuesday, July 27, 2010
7:00 p.m.

REZONING- Property located on the East side of Gratiot, North of Frazho Road PP# 14-20-176-017 (Commonly known as 26380 Gratiot – Eastgate Shopping Center) from B-2 Community Business to B-3 General Business. Howard Rosenberg, Eastgate Shopping Center, Petitioner

The Roseville Planning Commission held their regular meeting on June 21, 2010, and sends a recommendation of approval on this request. All interested parties should appear at this time of file petitions with the City Clerk Richard M. Steenland prior to the public hearing.

Richard M. Steenland, City Clerk


TOGGLE FULLSCREEN
BASE
TOPO
LAKE
MACOMB PHOTO
WORLD PHOTO
Property Not
Property
Blvd
100 m
400 ft

City of Roseville

Memo

To: Steve Truman, City Manager

Peter Provenzano, Assistant City Manager

From: Paul VanDamme, Purchasing Assistant

Date: July 20, 2010

Re: Natural Gas Supplier

The City of Roseville's current supplier of natural gas is Consumers Energy. For the past 50 months the City's expense for natural gas was $465,976.82. Volunteer Energy, Northville, MI licensed by Michigan Public Service Commission, as an alternative supplier of natural gas, has presented the City with terms for an annual saving for the utility.

All natural gas supplied to the City will be billed at a monthly market rate that will vary from month to month. The monthly market price will be based upon the lowest market price Volunteer Energy can obtain for natural gas for the month. This is how the City will realize its savings based on the delivery cost per Ccf. Based on a cost savings analysis the City would have saved $26,061.33 over Consumers Energy cost for the 50 months. That is a 6% difference.

Volunteer Energy buys natural gas produced in Michigan. Some of these companies include: Muskegon Development in Traverse City, Shell Trading, BP Trading and Breitburn Operation L.P. All delivery of gas, meter reading, billing and utility functions will continue through Consumers Energy. Also, Volunteer Energy is a licensed gas supplier in Consumers Energy's service territory and is registered with the Michigan Public Service Commission under the Gas Customer Choice Program.

References have been submitted, reviewed and confirmed by the City's Consumers Energy account representative David Almasian, City of Royal Oak DPW director Greg Rassel and City of Battle Creek's Mayor Mark Behnke. Volunteer Energy has preformed in a satisfactory manner and they have realized a savings for their communities.

Therefore, it is recommended that the City enter into an agreement with Volunteer Energy to become City's commercial natural gas supplier.

VolunteerEnergy

Frequently Asked Questions

Does utilizing a gas supplier hurt my relationship with my utility?
No. The utility buys gas on your behalf to deliver to you. By law, they can only charge you for what they paid for the gas – no profit or loss. Their profits come from the delivery of the gas. Therefore, using a lower cost supplier has no effect on what the utility does for you.

If I use an alternative gas supplier, will I be leaving my current utility?
No. Your utility will continue to deliver the gas to your business, read meters, administer billing and respond to all emergencies.

Will there be any additional charges from my utility?
No.

Who will bill me?
The utility bills you as they do now. Volunteer Energy will appear on the utility bill as the gas supplier.

Is there a charge to switch?
No.

What is the cancellation policy?
Volunteer Energy allows cancellation at any time without penalty or cancellation charges.

Does my business or residence have to commit to a certain volume of gas?
No.

How soon will I see the savings?
The enrollment process typically takes 30 – 45 days. You will see Volunteer Energy appear on your utility bill in 45 – 60 days.

VolunteerEnergy

790 Windmiller Drive
Pickerington, Ohio 43147
(800) 977-8374

Commercial Gas Customer Choice Contract
Variable Rate/ No Termination Fee
Terms and Conditions

These Terms & Conditions contain important information regarding your natural gas contract with Volunteer Energy Services, Inc. ("VE"). VE is an Ohio corporation licensed by Michigan Public Service Commission and operating under the guidelines set up by Michigan's various natural gas utilities. As a supply customer of VE, your signature on a contract binds you to the terms and conditions contained herein.

1. **Natural Gas Service** – VE shall supply 100% of the Customer's necessary natural gas supply needs. If the Customer requires assistance with matter regarding delivery of gas, meter reading, billing and other traditional utility functions, they will continue to contact their respective utility. In the event of an emergency or loss of service, the customer should contact their utility. The customer will continue to pay their bills to their gas utility.
2. **Term** – The term of this contract shall commence when accepted by VE and approved by the Customer's Gas Distribution Company (Utility) and shall continue on a month-by month basis. Any changes in pricing or term will proceed by no fewer than 30 days advance notice.
3. **Pricing** – All natural gas supplied to the customer will be billed at a **monthly market rate** that will vary from month to month. Volunteers' supplies will be delivered on a cost per Ccf. Volunteer Energy's supplies will be delivered to your residence or facilities via your current utility's distribution lines. The **monthly market price** will be based upon the lowest market price Volunteer Energy can obtain for natural gas for the month.
4. **Billing & Payment** – The customer will receive a single bill from the utility, which must be paid according to the payment terms established by the utility.
5. **Cancellation/Termination** – The Customer may choose to cancel this Contract at any time without penalty. A Customer may change suppliers one time in any 12-month period at no cost to the Customer. A fee of $10 will be required for each additional change of Supplier within the same 12-month period. The customer may cancel this Contract by written or verbal notice at any time.
6. **Office Locations and Hours** –Volunteer Energy Services office is located at 790 Windmiller Drive, Pickerington, Ohio 43147 and is open from 08:00 AM to 05:00 PM EST, Monday through Friday. VE can be reached toll free at 800-977-VESI or at fax 614-856-3301. Telephone service hours are the same as office hours. VE can be reached online at http://www.volunteerenergy.com or via email at sales@volunteerenergy.com. The Customer can contact the Michigan Public Service Commission at 1-800-292-9555 or www.michigan.gov/mpsc.
7. **Credit** – VE may verify the Customer's credit history with a credit-reporting agency upon the Customer's application for service with VE. Determination of credit worthiness will be made by generally accepted business practices.
8. **Notices** – Communications that are required or allowed under the terms of this contract will be considered officially delivered when given in person, emailed, faxed, or received two (2) business days after being mailed through the United States Postal Service to one of the addresses provided by either party herein.
9. **Force Majeure** – For the purpose of this contract, Force Majeure shall include VE's right to cancel this Contract if the State of Michigan, Michigan Public Service Commission or the applicable gas utility makes material changes to the gas choice programs.

10. Miscellaneous – The terms of this Contract extend to any successors or assignees of either party. Customer may not assign this contract without written consent by VE. This contract represents the entire Contract, and both the Customer and VE must approve any changes or amendments. This contract supersedes any prior Contract between the Customer and VE.

IN NO EVENT SHALL VE BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT. VE'S MAXIMUM AGGREGATE LIABILITY FOR ANY REASON OR CAUSE OF ACTION SHALL BE THE PRICE PAID BY THE CUSTOMER .

Commercial Natural Gas Supply Contract
Customers Acceptance Form

☐ Small Commercial (500 Mcf or below): I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this contract, I am switching the gas Supplier for this commercial account to VE. I understand that gas purchased for this commercial account by VE will be delivered through my Local Utility's delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 30-days after today to cancel this contract for any reason through written or verbal notification to VE.

☐ Large Commercial (Above 500 Mcf): I acknowledge that I am the account holder or legally authorized person to execute a contract and legally bind the business in this contract. I understand that by signing this Contract, I am switching the gas Supplier for this commercial account to VE. I understand that gas purchased for this commercial account by VE will be delivered through my Local Utility's delivery system. The legally authorized person to execute a contract and legally bind the business in this contract has 14-days after today to cancel this contract for any reason through written or verbal notification to VE.

I affirmatively agree to waive my 14 day right of cancellation provided to me on the contract. I agree to waive the right to cancel and direct VE to enter my enrollment without delay. cust. initial _____ date _____

***There is no termination fee for this contract.**

_____ _____
Customer Name as it appears on utility bill Date

_____ _____ _____
Account Holder/Authorized Person Signature Print Name Title

Service Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
E-Mail _____

A Confirmation Letter will be sent via mail, fax, or email to you within 7 days from today.

GAS UTILITY:
Consumers Energy (13 digits) POD NUMBER ONLY

DTE (12 digits)

SEMCO (10 digits)

For Office Use Only
Rate: _____
Agent: _____
VE Rep: _____
Broker ID: _____

Rev. 11/09

Consumers Energy
Count on Us

Customer Support
Close This Window

What happens if I pick a new gas supplier who then goes out of business?

Published 08/22/2001 08:22 PM | Updated 11/01/2007 10:21 AM

What happens if I pick a new gas supplier who then goes out of business?

Consumers Energy will supply your gas at its current price, unless you choose another supplier. You'll have 60 days to switch to another supplier without incurring a switching fee. Your supply of gas will not be interrupted.

CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN

RESOLUTION NO. ___

RESOLUTION ESTABLSHING MORATORIUM ON MEDICAL MARIJUANA DISPENSARY

At the regular meeting of the City Council for the City of Roseville held in the Council Chambers at 29777 Gratiot Ave., City of Roseville, Macomb County, Michigan 48066, on the _____ day of July, 2010, commencing at 7:00 p.m.

Present: MEMBERS_____

Absent: MEMBERS_____

WHEREAS, the City of Roseville has adopted an amendment to its Zoning Ordinance permitting medical marihuana dispensaries in certain zoning districts, subject to various conditions and standards;

WHEREAS, the Michigan Department of Community Health, through its own legal counsel, has issued a position as follows:

> The Michigan Medical Marihuana Act does not specifically address marihuana dispensaries. Similar laws in other states, however, do address them and allow dispensaries. In states where the law addresses marihuana dispensaries, the law establishes a system to regulate those facilities. Since the law in Michigan does not address dispensaries, or offer any regulating system for them, the Michigan Department of Community Health interprets the law as saying that it is illegal to operate a marihuana dispensary.

WHEREAS, the City of Roseville wishes to comply fully with the law and pursuant to the enforcing department in the State of Michigan, specifically the Michigan Department of Community Health;

NOW, THEREFORE, upon motion by Councilperson _____, supported by Councilperson _____;

BE IT RESOLVED, that until a determination by the Michigan Department of Health that medical marihuana dispensaries are permitted under the law, medical marihuana dispensaries shall not be permitted in any zoning districts within the City of Roseville, and the provisions of the City of Roseville, Section 1909 are hereby stayed. This moratorium and prohibition shall not apply to any otherwise lawful activities.

Any and all resolutions in conflict herewith are repealed only to the extent necessary to give this Resolution full force and effect.

This Resolution is deemed severable and should any provision, clause, word or sentence be deemed unenforceable, the remainder shall remain in full force and effect.

AYES:_____

NAYS:_____

ABSENT:_____

RESOLUTION DECLARED ADOPTED.

_____
John Chirkun, Mayor

_____
Richard Steenland, Clerk

CERTIFICATION OF CLERK

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the Council of the City of Roseville, County of Macomb, State of Michigan, at a regular meeting held on July _____, 2010, and that public notice of said meeting was given as required by Act 267, Public Acts of 1976, as amended.

_____
Richard Steenland, Clerk

Disc. Spec. 7-20-10

MEMORANDUM

CITY OF ROSEVILLE

ENGINEERING DEPARTMENT

TO: Steve Truman, City Manager
Glenn Sexton, Building Director

FROM: Steve Wietecha, Engineering Inspector

DATE: July 1, 2010

RE: 2006 – 2007 Pavement / Water Patch Program

We have received a request from Galui Construction Company to extend the 2006-2007 Pavement / Water Patch Program for 2010-2011 with all prices remaining the same.

The City realizes a savings in extending the contract as the cost of sending the contract out for bid of approximately $3,000.00.

This contractor's performance has been superior and we would recommend extending the contract for an additional year. In comparison to previous contractors the City has also realized a reduced amount of overtime inspection hours with this contractor.

A copy of the letter from Galui Construction Company is attached as well as a recommendation from Scott Lockwood, Consulting City Engineer, regarding surrounding community's contract costs.

SW/mcw

ANDERSON, ECKSTEIN AND WESTRICK, INC.
51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

June 30, 2010

Mr. Steven Wietecha
City of Roseville
29777 Gratiot Avenue
Roseville, Michigan 48066

RE: 2010 Pavement/Water Patch Program

Dear Mr. Wietecha,

As we recently discussed, we have reviewed the unit prices of your existing pavement patching contract with Galui Construction. In June of 2010 we had received bids for a similar project which had suggested lower unit prices than the City of Roseville's existing contract. However, while the quantities were similar, the locations were isolated to only three (3) streets. In contrast, the City of Roseville's program is virtually throughout the City Limits on multiple streets. We expect there would be no reduction in unit price if Roseville's project went out to bid. Based upon past performance and the fact that Galui Construction's unit prices are at, or below, existing prices for similar work, we recommend extending Galui Construction's contract for the 2010 / 2011 Pavement / Water Patch Program.

Please feel free to contact me at (586) 726-1234 if you have any questions or require additional information.

Sincerely,

Scott Lockwood, P.E.
Consulting City Engineer

SL/mcw

GALUI
CONSTRUCTION CO.
ALL TYPES OF CONCRETE WORK
LICENSED & BONDED
33805 Harper • Clinton Twp., MI 48036
Phone (586) 294-2081 • Fax (586) 792-8325

May 24, 2010

City of Roseville
29777 Gratiot Ave
Roseville, MI 48066-0290

Re: Request for Extension of Contract

Dear Sir or Madam:

Galui Construction, Inc. is requesting an extension of the 2006/2007 Pavement Patching Program. We propose to complete the 2010/2011 program with no increase to the current unit prices.

Your consideration of this matter is greatly appreciated.

Sincerely yours,

ANTHONY GALUI
President
DB/r

LETTER OF UNDERSTANDING
EXTENDING TERM OF LABOR AGREEMENT
WITH AMENDMENTS

The City of Roseville and the POAM Clerical Alliance Union of Roseville, without opening the contract for any other purposes, hereby agree to a one year extension of the Labor Agreement on the terms set forth below:

1. The Labor Agreement will be extended for a period of one (1) additional year. The parties agree that Article XLVIII (Termination and Modifications) is amended to read "This Agreement shall continue in full force and effect until midnight June 30, 2011."

2. As to Article XLII (Wages), the parties are in agreement that a zero percent (0%) wage adjustment will be effective for the July 1, 2010 through June 30, 2011 contract year.

3. A laid off Union member will be recalled through the creation of a GSC-3, Intermediate Clerk position. This position will be designated as a 'floater,' and will report to the Personnel Department for assignment to various departments, utilized where needed.

4. The Union will withdraw existing Grievances (#10-160 and #10-200).

John Chirkun, Mayor	Date
Richard M. Steenland, City Clerk	Date
Stephen A. Truman, City Manager	Date
Teresa Huck, President Clerical Alliance Union	Date
Geralyn Balas, Vice-President	Date
Katherine Gunvalson, Treasurer	Date
Teresa Pruzinsky, Secretary	Date
Holly Schornack, Member-at-Large	Date
Thomas Scherer, POAM Business Agent	Date

Memorandum

To: Stephen Truman, City Manager

From: Peter Provenzano, Assistant City Manager

Date: July 20, 2010

Re: **DPW Salt Dome Coating & Repairs**

Bid Advertised:	May 19, 2010 in the Macomb Daily
Bid Due:	June 9, 2010 at 11:00 a.m. Local Time
Present at Bid Opening:	Paul VanDamme, Purchasing Assistant Jill Cross, Administrative Assistant Rep(s) From: Energy Shield

Specifications were written for repair and coating of the City's Salt Dome located at Calahan Street. Mandatory onsite inspections were conducted prior to bidding with 14 contractors participating. Seven (7) quotes were submitted at the bid opening.

The bids were reviewed by Gary Bierl, Director of the DPW. The low bid received from Energy Shield, Inc. of Pontiac in the amount of $39,465 meets specifications as written. References were supplied and confirmed. Energy Shield is an authorized installer of the Neogard urethane systems.

Therefore, it is recommended that the low bid for the Repair and Coating of the Salt Dome, in the amount of **$39,465** be accepted as submitted by **Energy Shield, Inc.** Should you have any questions, contact my office.

/jc

Attachment

Salt Dome Coating
DUE: June 9, 2010

BIDDERS	From	Salt Dome	
Astec Dealer	Royal Oak, MI	$ 54,125.00	
C&D Services	Reston, VA	$ 88,290.00	
DuraSeal *	Clarkston, MI	$ 70,132.38	
Energy Shield	Pontiac, MI	$ 39,465.00	
Mid-America Coating Systems	Massillon, OH	$ 60,890.00	
Tri-Star Industries	Metamora, MI	$ 59,465.00	
West Roofing Systems, Inc	LaGrange, OH	$ 42,285.00	
* Bid not on City Bid Sheet			
Present at Bid Opening:			
Paul VanDamme, Purchasing Assistant			
Jill Cross, Administrative Assistant			
Reps From: Energy Shield			

July 16, 2010

City of Roseville
Purchasing Dept.
29777 Gratiot Ave.

Re: **Bid # 450-011006 Roseville Salt Dome Roof Coating and Repairs**

Dear Purchasing,

I have reviewed all bids received on the above referenced matter. Fourteen contractors did a walk thru and site inspection, which was a prerequisite to bidding on this project. Seven responded with written proposals. The following is the lowest proposal that was received and also the lowest bidder that met all written specifications.

Energy Shield Inc.
Pontiac, MI.
Total all inclusive Bid ---- **$39,465**
Coating Manufacturer – Neogard Construction Coatings

After reviewing the provided scope of work and calling a number of references, it has been determined that **Energy Shield Inc.** has met all the minimum specifications as written. It was also determined that they are an approved and authorized installer of the Neogard urethane systems.

Therefore, it is my recommendation that Energy Shield Inc. be awarded this project in the amount of **$39,465.**

Gary Bierl
DPW Director
City of Roseville