

DEPARTMENT OF PUBLIC SERVICE

One City Square, Suite 320 Warren, MI 48093-5284 (586) 574-4604 Fax (586) 574-4517 www.cityofwarren.org

August 16, 2024

Mindy Moore, Council Secretary

RE: Resolution for 7003 Westminster (house and garage) Nuisance Abatement

Honorable Council Secretary:

The approval of a resolution is necessary for the demolition of a house and garage at 7003 Westminster which is under the nuisance abatement program.

Attached, please find the appropriate resolution and place on the <u>September 10, 2024 consent agenda</u> for an <u>October 8, 2024</u> City Council Meeting.

Thank you for your cooperation in this matter.

Sincerely,

Dave Muzzarelli, Director Department of Public Service

Read and Copeur,

Approved:

City Attorneys Office

Read and Concur,

Approved:

Lori M. Stone, Mayor

Cc: Building



DEPARTMENT OF PUBLIC SERVICE

One City Square, Suite 320 Warren, MI 48093-5284 (586) 574-4604 Fax (586) 574-4517 www.cityofwarren.org

August 16, 2024

City Attorney

RE: Vacant, fire damaged one story house (696 sq. ft.) with crawl space and wood sided garage 20 ft. x 14 ft. and remove 88 ft. of 4 ft. chain link fence west along Memphis Ave and remove any debris at:

7003 Westminster 13-33-411-025

LOT 78, including adjoining one-half of the vacated public alley at the rear thereof – KROLL GARDENS SUBDIVISION, according to the plat thereof as recorded in Liber 7, Page 10 of Plats, Macomb County Records.

Interested Parties:

Gary W. Smith Estate

Rock Financial Corporation

Nations Credit Home Equity Services Community Choice Credit Union

Submitted herewith is a copy of a report prepared by our Division of Buildings and Safety Engineering on the above-noted nuisance abatement proceeding.

A hearing was scheduled and held on **May 30, 2024** After all evidence was heard, the hearing officer found that a dangerous condition does, in fact, exist on the subject property, and ordered the nuisance abated. A request is hereby made that a public appeal hearing be scheduled at the next available regularly-scheduled meeting and noticed before the City Council, to allow the owner opportunity to show cause why this order should not be enforced.

Please make the appropriate dispositions.

Sincerely,

Public Service Director

cc: Mayor

Division of Building

Dept. of Property Maintenance

City Controller

City Clerk w/ attachment

City Assessor

Warren Code of Ordinances paragraph:

RESOLUTION APPROVING PUBLIC NUISANCE DETERMINATION

| A regular me | eting of the council of the City of Warren | , County of Macomb, Michigan, |
|------------------------------|--|-----------------------------------|
| held on | at 7 p.m. Eastern | Time, in the council |
| chamber of the Warre | en Community Center, 5460 Arden, Warren | n, Michigan. |
| PRESENT: Council N | Members | |
| | | |
| ADSENT: Council Me | embers | |
| ABSENT. COUNCIL MR | | |
| The following | preamble and resolution were offered by C | ouncil Member |
| | and supported by Council Member | : |
| On May 30, 2 | 2024 a hearing was held before the Hearing | Officer for the City of Warren to |
| determine whether a | nuisance exists in violation of Section 9-16 | 65 or 9-175 of the Warren Code |
| of Ordinances upon t | he following described property: 7003 Wes | tminster |
| Parcel No. 13-33-41 1 | 1-025 | |
| Known as: LOT 78 | 3, including adjoining one-half of the va | acated public alley at the rear |
| thereof - KROLL G | ARDENS SUBDIVISION, according to the | he plat thereof as recorded in |
| Liber 7, Page 10 of | Plats , Macomb County Records. | |
| The Hearing Officer | determined that a public nuisance did in fa | act exist on the subject Property |
| indicated in violation | of the Code of Ordinances, Chapter 9, Artic | cle VI, Division 2 to wit: |

- A portion of the building or structure is damaged by fire, wind, flood, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of this article, the building code or other ordinance.
- 7. A building or structure is damaged by fire, wind, or flood; or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger or becomes a harbor for vagrants, criminals or other trespassers.
- 8. A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.
- 10: A building or structure that remains unoccupied for a period of one hundred eighty (180) consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the Occupational Code, Act No. 299 of the Public Acts of 1980.

Determination: Unfit for human habitation & remains unoccupied.

The Hearing Officer has ordered the nuisance be abated by demolition. The City Clerk has notified the subject property's owner(s), occupant(s), or other interested parties, and all property owners or occupants located within three hundred (300) feet of the subject property, of the Hearing Officer's Order of determination of the existence of a public nuisance, and of the date, time and location of the Hearing Officer's Appeal Hearing.

On this date stated above, the council of the City of Warren held an Appeal Hearing of the Hearing Officer's determination that a nuisance exists upon the subject property.

NOW, THEREFORE, IT IS RESOLVED, that after due consideration, it is the opinion of the council of the City of Warren that the determination of the Hearing Officer shall be approved the vacant, fire damaged one story house (696 sq. ft.) with crawl space and wood sided garage 20 ft. x 14 ft. and remove 88 ft. of 4 ft. chain link fence west along Memphis Ave

and remove any debris at: 7003 Westminster has created a dangerous condition as defined by Section 9-165 and Section 9-175, which constitutes a public nuisance, and shall be abated in accordance with the Order of the Hearing Officer.

IT IS FURTHER RESOLVED, that the nuisance shall be abated within twenty-one (21) days of this Appeal Hearing date, and if the nuisance is not abated within the time limit, the Director of Public Service is hereby instructed to direct the removal of the nuisance by the proper department of the City.

IT IS FURTHER RESOLVED, that the demolition bid awarded to the lowest priced qualified contractor, who meets the bid specifications, is hereby approved.

IT IS FURTHER RESOLVED, that the owner(s) of the subject property is hereby notified that a charge for these nuisance proceedings, which includes all administrative costs and costs incurred by the City's personnel or private contractor(s), will be incurred and owed to the City.

IT IS FURTHER RESOLVED, that the Director of Public Service shall keep an accurate record of all expenses incurred in connection with the removal of the nuisance. Upon the completion of any work performed to remove the nuisance, the Director of Public Service shall bill the subject Property's owner(s) for the amount owed, which shall be paid to the City within thirty (30) days.

IT IS FURTHER RESOLVED, that if the expenses incurred by the City in connection with the removal of the nuisance is not paid within the time specified, the City Attorney's Office will be directed to institute collection proceedings, including but not limited to, any civil action that may be available. Accordingly, the Director of Public Service shall charge a special assessment, (SAR) against the subject property for any unpaid nuisance removal expenss.

IT IS FURTHER RESOLVED, that the City Clerk shall record a certified copy of this

Resolution Approving Public Nuisance Determination with the Macomb County Register of Deeds.

| RESOLUTION DECLARED ADOPTED this | day of | , 2024. |
|--|----------------------------|-------------|
| NAYS: Council Members | | |
| | | |
| AYES: Council Members | | |
| Proceedings with the Macomb County Registe | r of Deeds. | |
| Public Service shall record a Certificate of Ren | noval of Notice of Nuisanc | e Abatement |
| IT IS FURTHER RESOLVED, that after | | |

CERTIFICATION

| STATE OF MICHIGAN |)) SS. | | |
|--|----------------------------------|-------------------------|----------|
| COUNTY OF MACOMB |) | | |
| • | ected City Clerk for the City or | | |
| nereby certifies that the fore | going to a true and correct | oopy of the recordant a | |
| council of the City of Warren at its meeting held on | | | _, 2024. |
| | | | |
| | | | |
| | | | |
| | | | |
| | | SONJA BUFFA | |
| | | CITY CLERK | |

When recorded return to: One City Square City Clerk, Suite 205 Warren, Michigan 48093-2393

Reviewed by: City Attorney's Office One City Square Legal Department, Suite 400 Warren, Michigan 48093-5285

#54374

NUISANCE ABATEMENT - Dangerous Buildings Warren Code of Ordinances Chapter 9, Article VI, Division 1 and 2

| SPECIFICS FOR CITY COUNCIL | Date 8/13/2024 | | | |
|--|----------------------------------|--|--|--|
| Property Address7003 Westminster | Owners Name Gary W. Smith | | | |
| Sidwell 12-13-33-411-025 | Owners Address 7003 Westminster | | | |
| Subdivision Kroll Gardens lot78 incl.vac alley L.7 P.10 | Owners City Warren, MI Zip 48091 | | | |
| Date of Complaint/Discovery 11/22/2023 | Agent | | | |
| Ord. Sec. 9-165, Par, Violation #2,#7,#8 & #10 | Agent Address | | | |
| Specifics: 1 Fire damaged home/ Owner believed deceased/ \$537.50 blight bill/ fire incident date 11/11/2023 2 No progress and no family members have come forth to claim property. 3 4 5 6 | | | | |
| Building Size 696 sq. ft. | Type Exterior vinyl Story 1 | | | |
| Has: foundation, piers, crawl space, basement crawl space Accessory Building Size(s) 1 Garages wood sided 20 ft. x 14 ft. detached garage 2 Sheds 3 Other | | | | |
| Lot Size 38 ft. x 129 ft. | | | | |
| Utilities Connected appear disconnected | | | | |
| Date of Nuisance Abatement Hearing 5/30/2024 | | | | |
| Owner or representative appearing at hearing FTA Date/Postings 1 Unsafe structure | | | | |
| City Certification inspections obtained none Permits obtained, Inspections performed 1 Building 2 Electrical | | | | |
| Assessed Value \$12,790 Length of Vacancy 9 months Year Home Built 1953 | | | | |
| Taxes paid/pending 2023 Winter due/ 2024 Summer due | | | | |
| Comments & Other Removal: Remove 88 ft. of 4 ft. chain link fence west along Memphis Ave. | | | | |
| | | | | |
| | | | | |



Additional pictures for Public Service & Mayor



Additional pictures for Public Service & Mayor

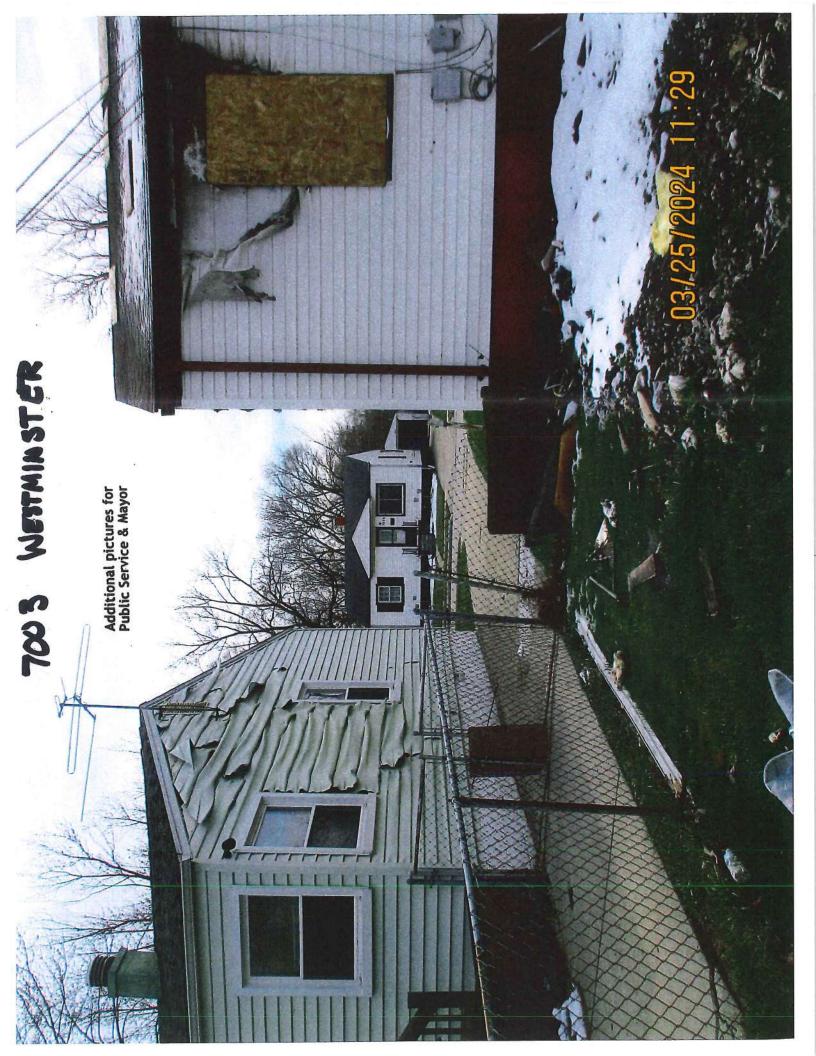


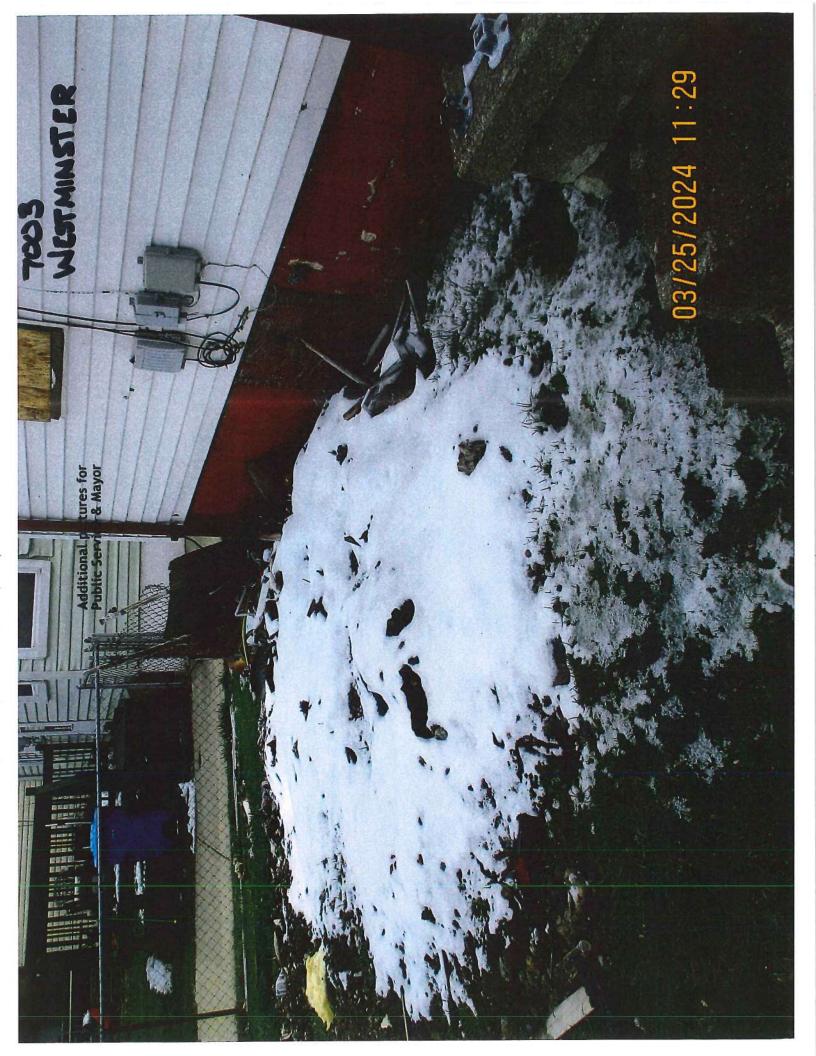
Additional pictures for Public Service & Mayor

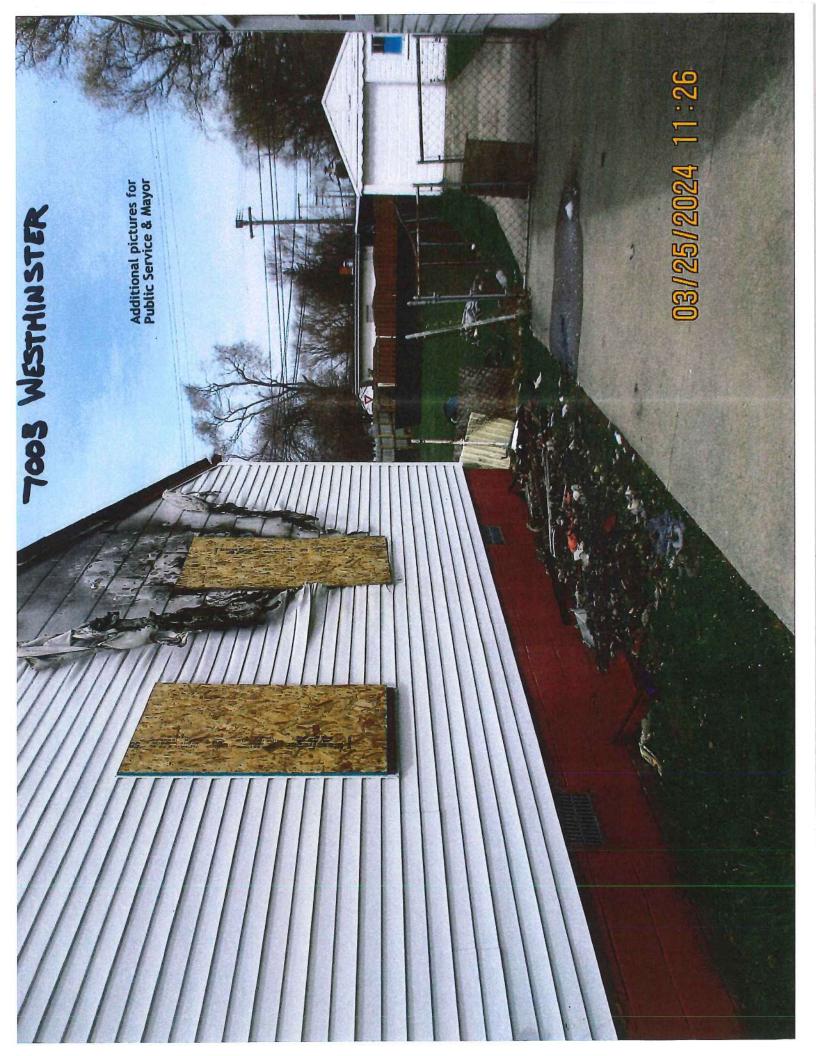


Additional pictures for Public Service & Mayor

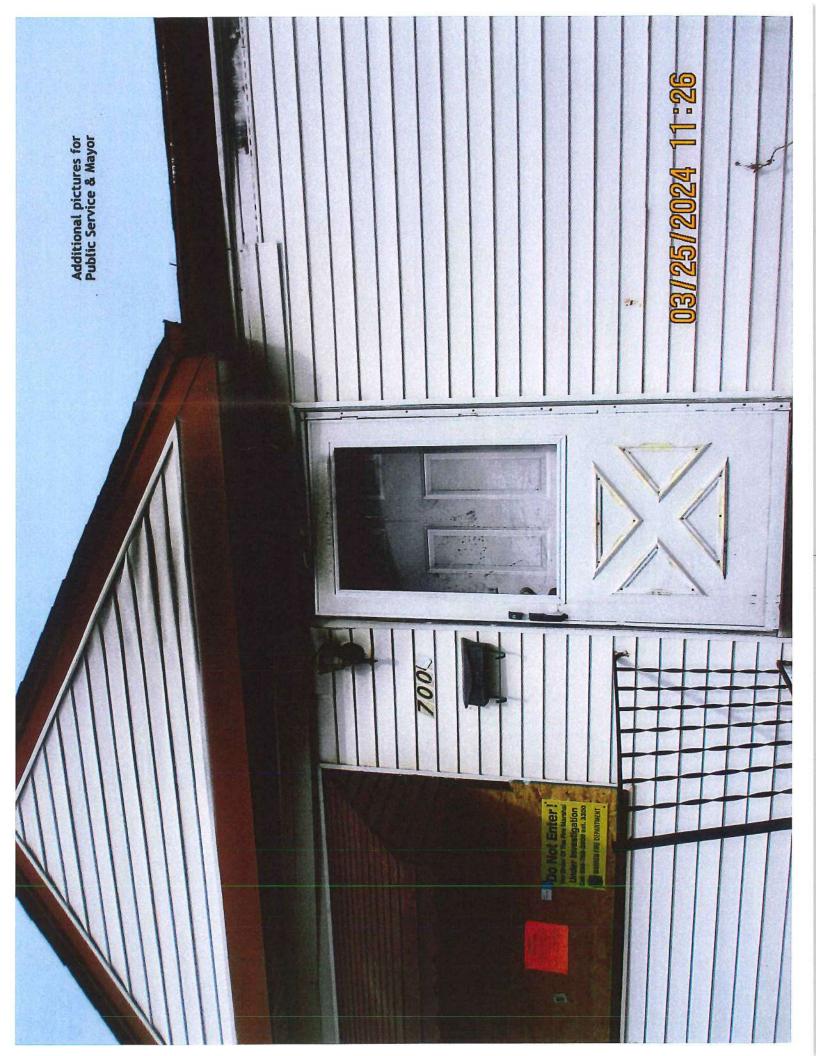
03/25/2024 11:25 Additional pictures for Public Service & Mayor 7003 WESTMINSTER











THIS BUILDING MAY BE DRDERED DEMOLISHED BY THE CITY OF WARREN STRUCTURE UNSAFE

Ordinance 80 625, Chapter 9, Article 2, Section 9-165

DATE

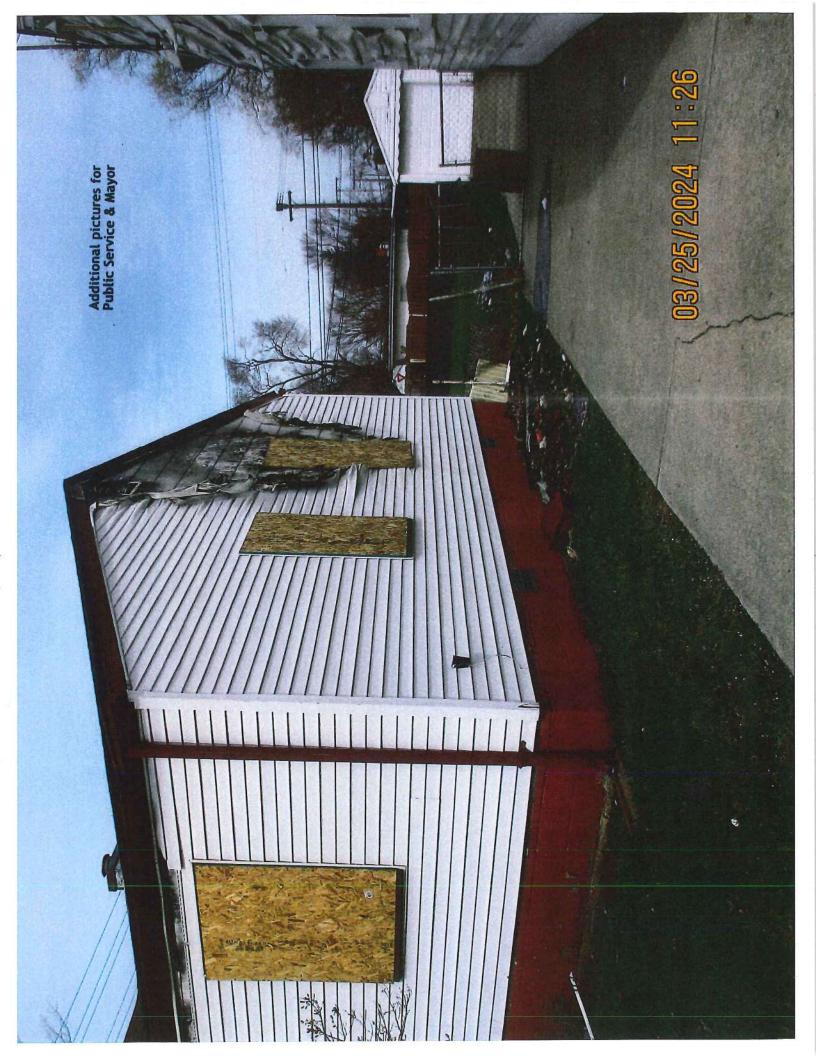
INSPECTOR:

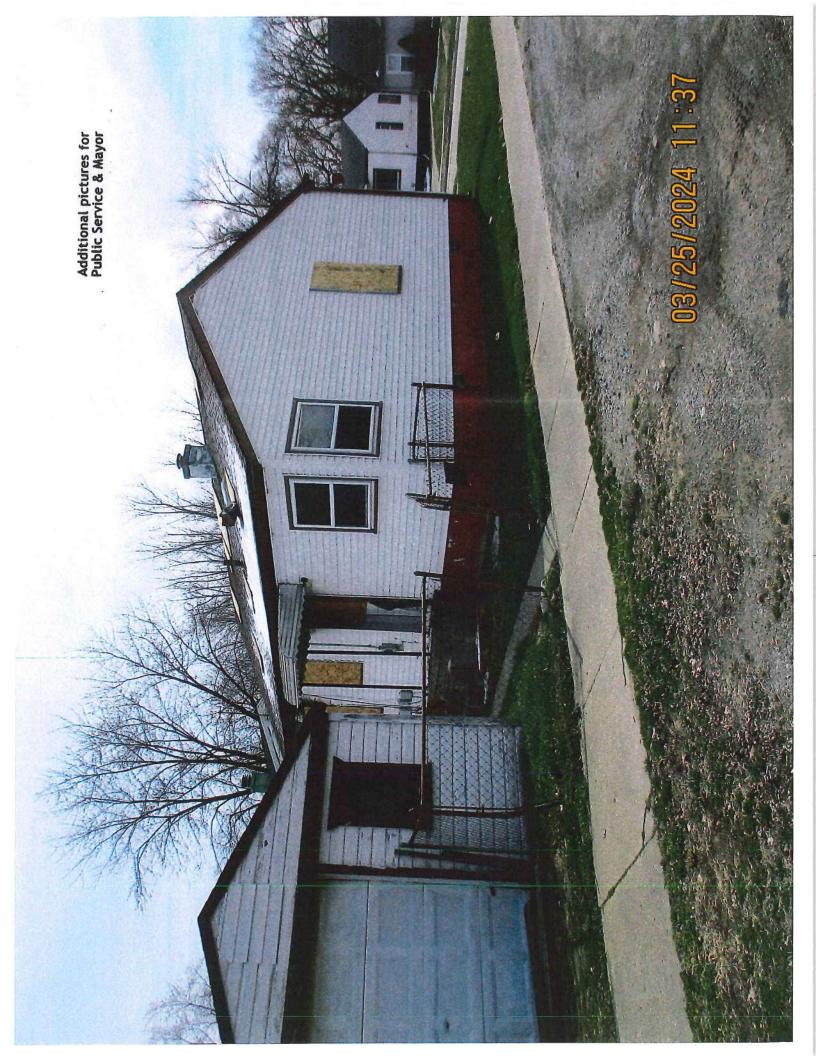
SAFETY ENGINEERING
1 City Square, Suite #305

WARREN, MICHIGAN

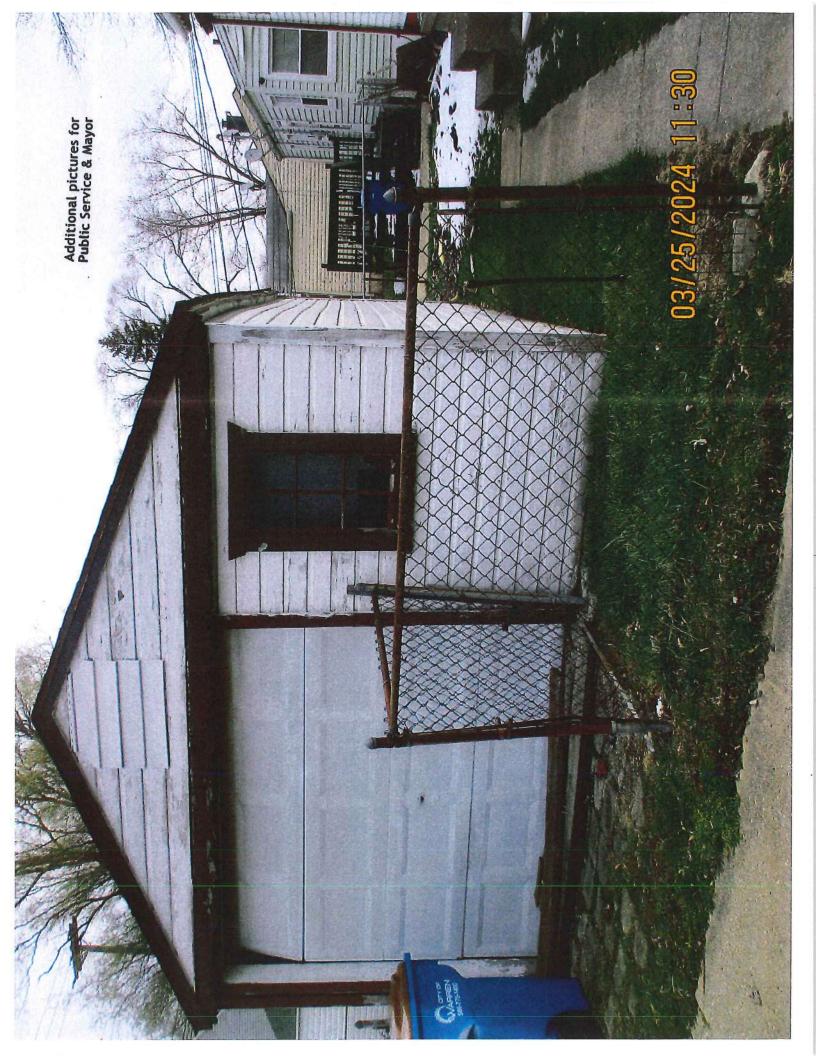
PHONE: 574-4504

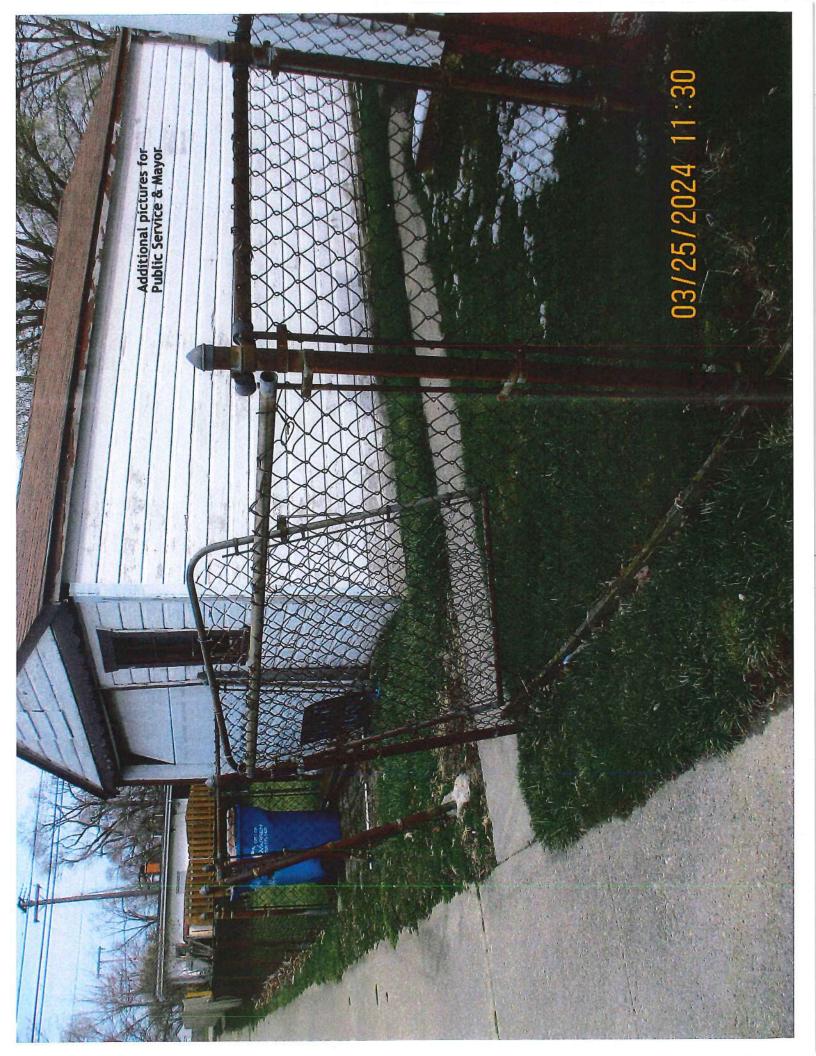
03/25/2024 11:27



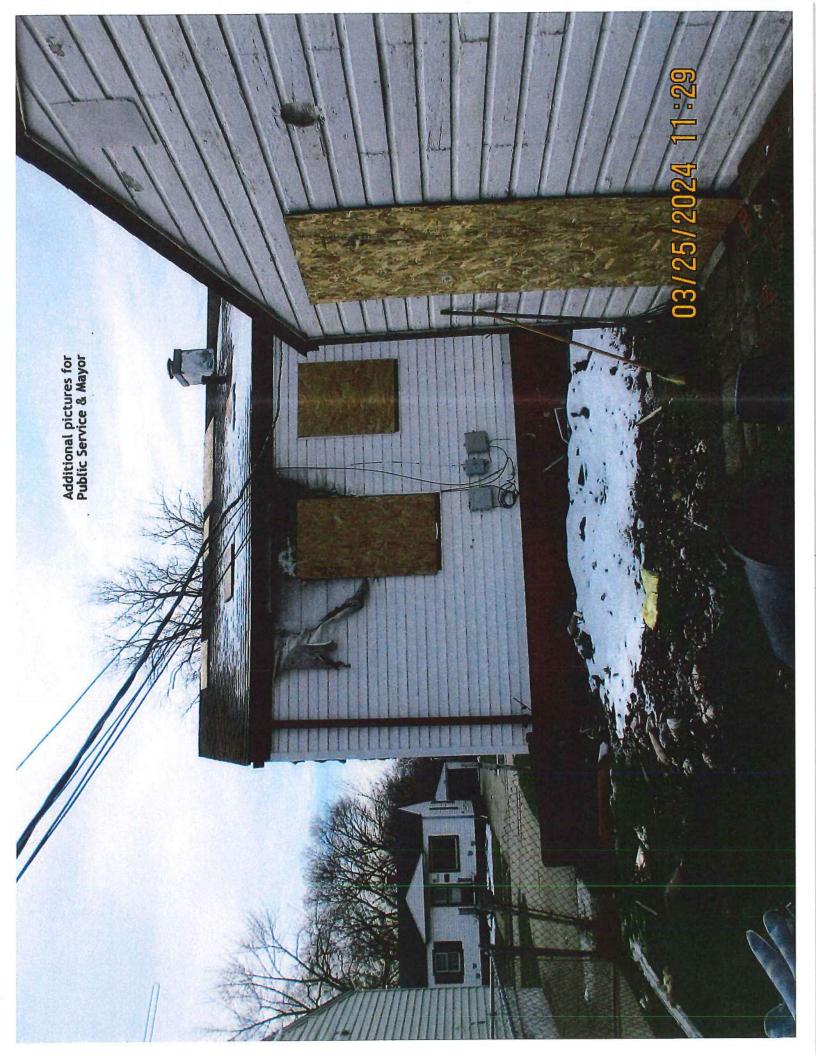


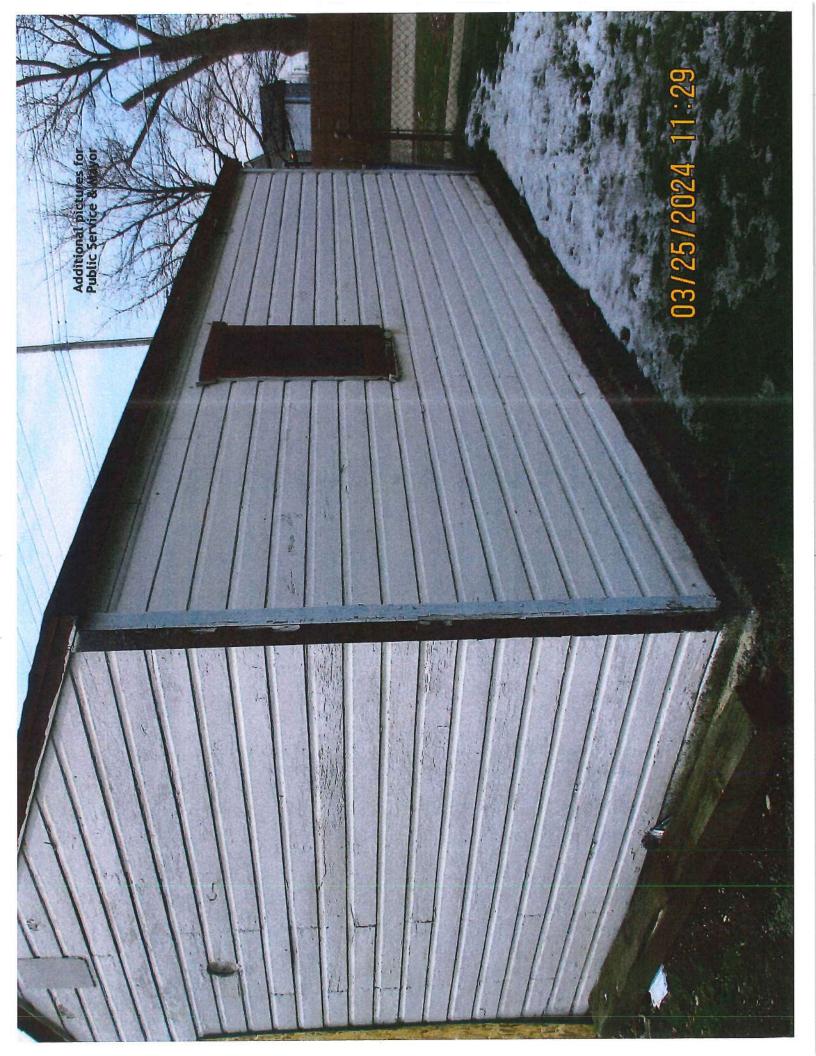






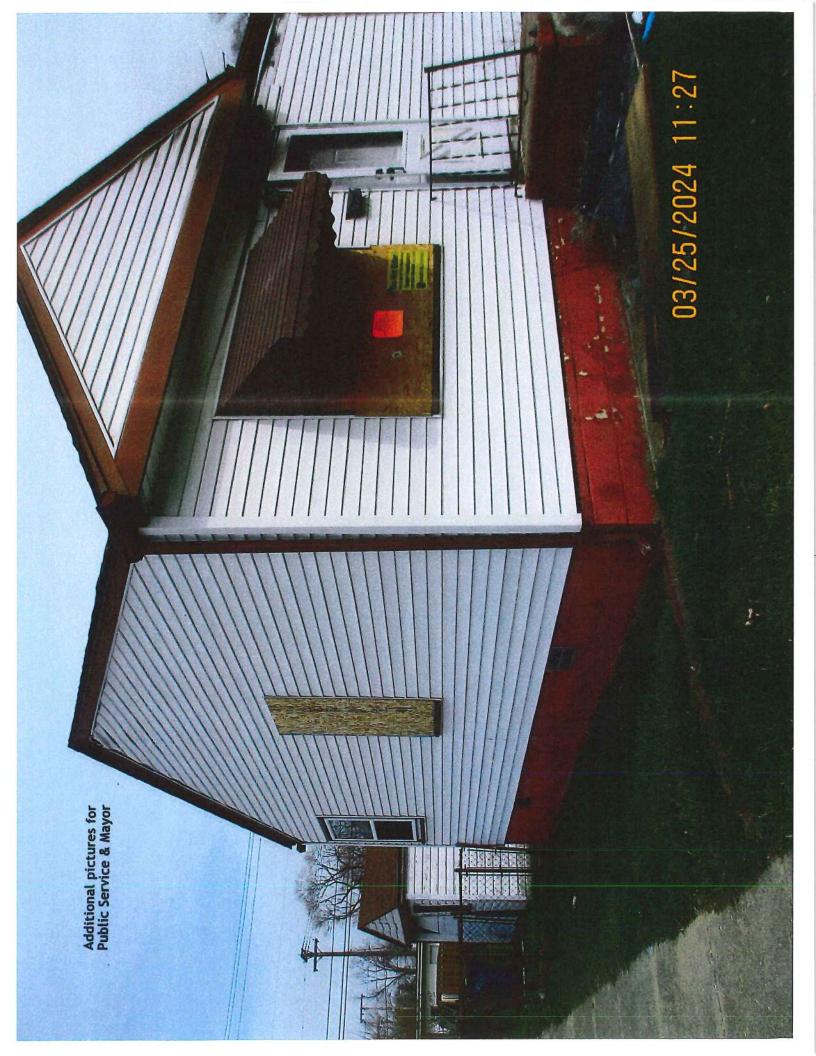


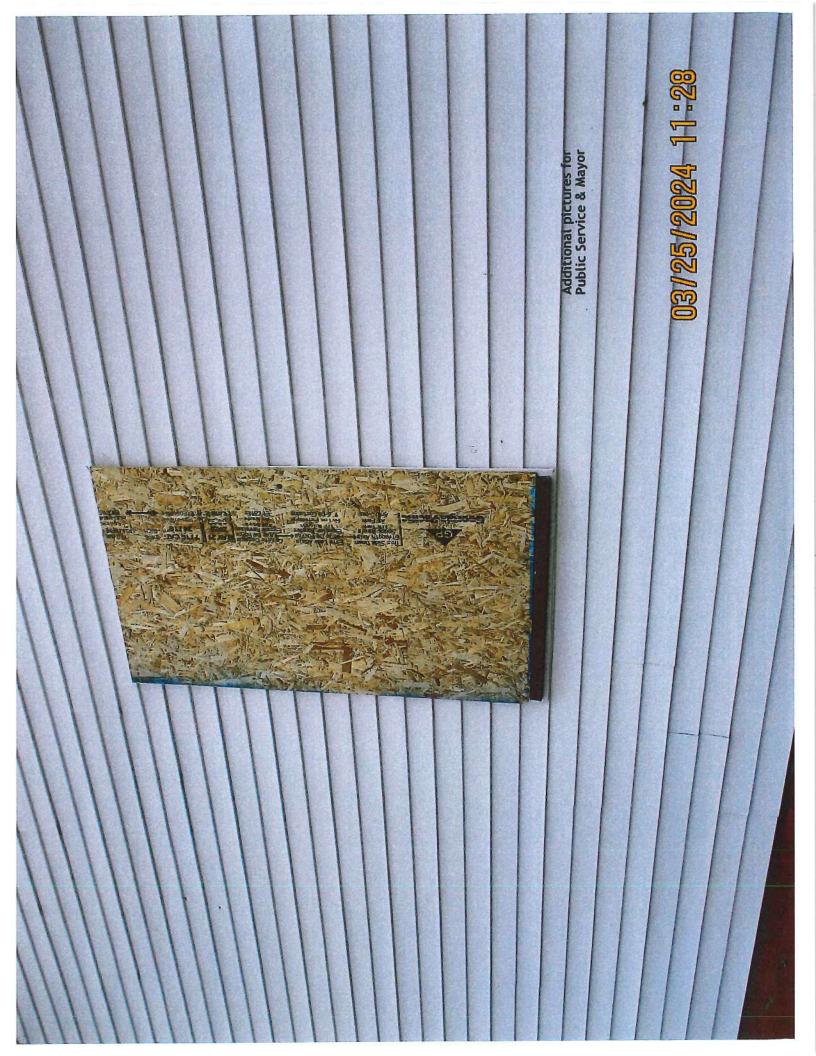


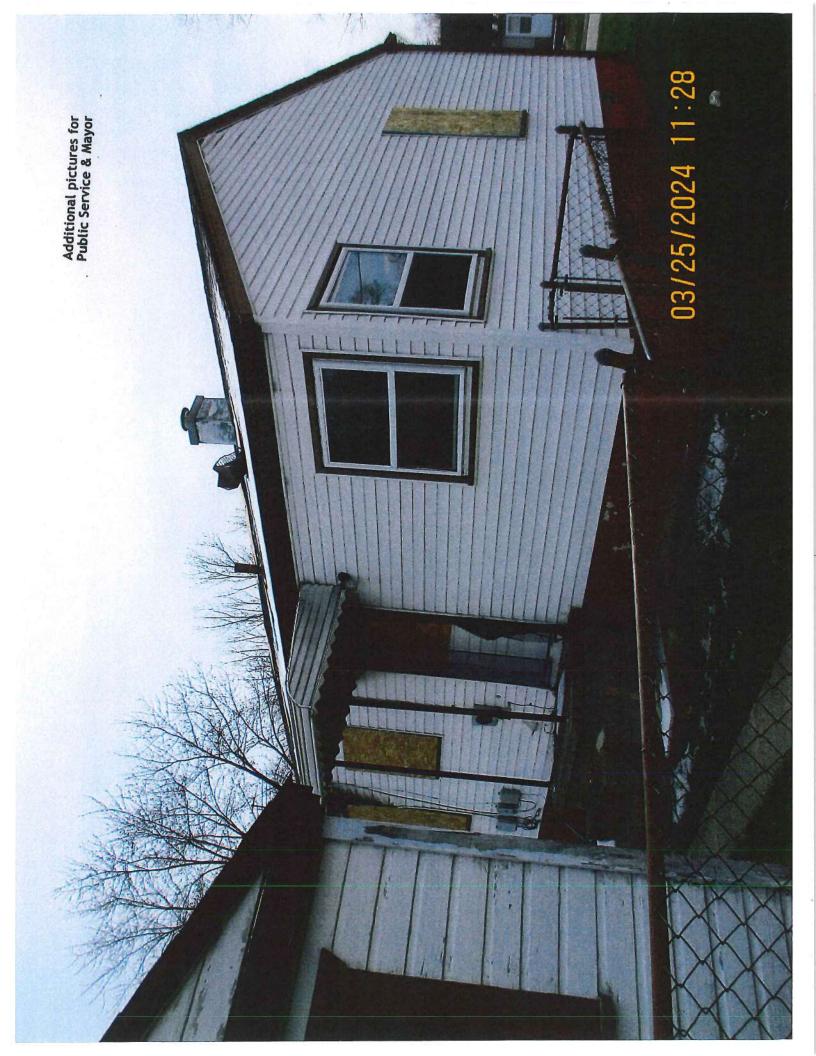


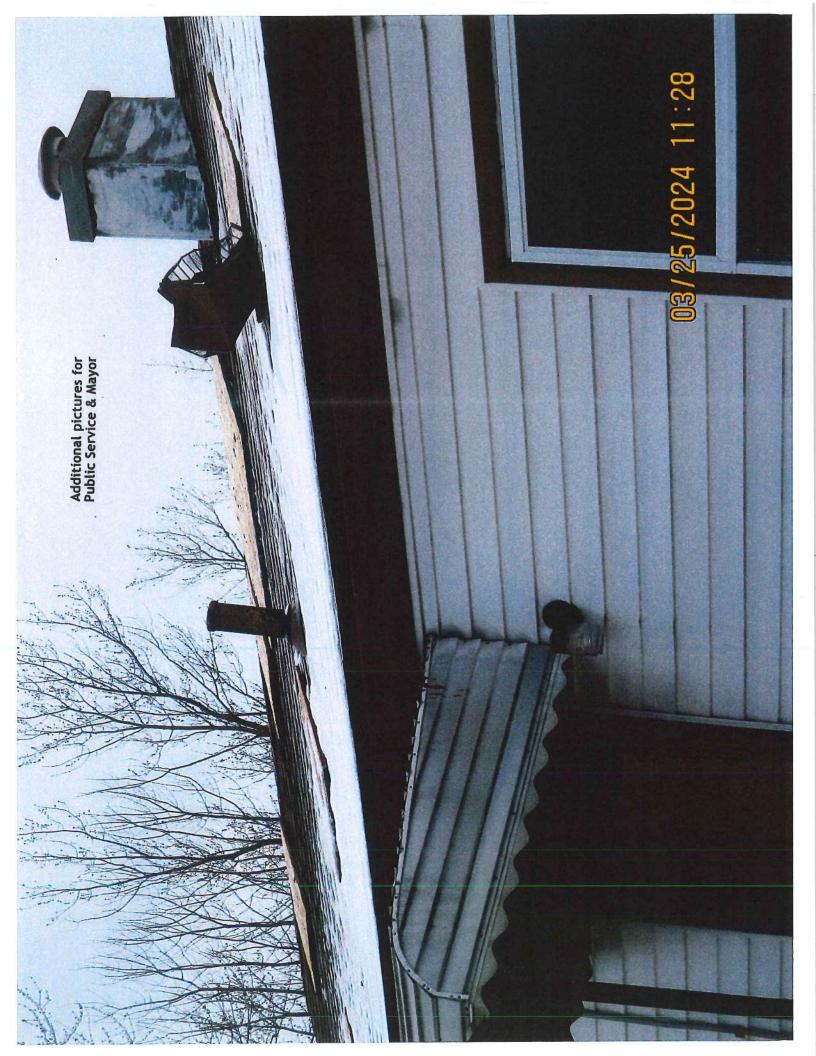












CITY OF WARREN ORDER

ABATEMENT BY DEMOLITION

To: Hearing Attendees

Property Description:

Re: Administrative Hearing - Property Maintenance Ordinance

Division of Buildings and Safety Engineering

Date: May 30 2024

Title: Hearing Officer

Officer: Michael Swafford

Name: Smith Gary W Estates

Address: 7003 Westminster, MI 48091 House & Garage Fire

Legal Description: KROLL GARDENS SUBN LOT 78

Tax I.D. Number: 12-13-33-411-025

Recorded in Liber: 7 Page: 10 of Macomb County Records

Owner:

Mailing

Name: Smith Gary W Estates

Address: 7003 Westminster Address

City: warren State: MI Zip: 48091

Attorney/Agent: Gary Smith

An administrative hearing was held regarding the described property of the above date. The following conditions exist on this property, which make abatement by demolition necessary.

- 1.) 2: A Portion of the building or structure is damaged by fire, wind, flood, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of this article, the building code or other ordinance.
- 2.) 7: A building or structure is damaged by fire, wind, or flood; or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminal or other trespassers.
- 3.) 8: A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.
- 4.) 10: A building or structure that remains unoccupied for a period of one hundred eighty (180) consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the Occupational Code, Act No. 299 of the Public Acts of 1980.

DETERMINATION: unfit for human habitation & remains unoccupied. It has been determined that this property cannot be restored to a condition necessary to meet the Ordinance requirements of the City of Warren in an economical manner. Based on the findings of this hearing, it is ordered that the nuisance as determined be abated by demolition no later than June 30, 2024.

Date

The owner is hereby notified that he/she is responsible to comply with this Order and is responsible for any and all administrative, boarding, demolition, clean up, or other costs incurred by the City to eliminate the dangerous condition of this property due to the owner's failure to comply with this Order.

Pursuant to Ordinance, Section 9-172, you may appeal the determination and order of the Hearing Officer to the City Council by filing a written notice of appeal with the Division of Buildings and Safety Engineering before the date specified for compliance.

| In concurrence: | Michael Swafford, Hearing Officer |
|--------------------------|-----------------------------------|
| Paul Lize, | Dave Muzzarerlli, |
| Chief Building Inspector | Department of Public Service |

cc: Attendees

File

Director of Public Service

CITY OF WARREN

NOTICE OF NUISANCE ABATEMENT PROCEEDINGS

An Administrative Hearing was held on May 30 2024 at One City Square, Warren, Michigan, between the Hearing Officer for the City of Warren, County of Macomb, State of Michigan, and the last-recorded owner of the property described as:

Owners Name: Smith Gary W Estate

Property address: 7003 Westminster Warren, MI 48091 House & Garage Fire Property description: KROLL GARDENS SUBN LOT 78, INCL 1/2 VAC ALLEY

Tax I.D. Number: 12-13-33-411-025

Recorded in Liber: 7, Page: 10 of Macomb County Records

WHEREAS, it has been brought to the attention of the City of Warren that the owner of the abovedescribed property has permitted a dangerous condition to exist, to wit:

- 1.) 2: A Portion of the building or structure is damaged by fire, wind, flood, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of this article, the building code or other ordinance.
- 2.) 7: A building or structure is damaged by fire, wind, or flood; or is dilapidated or deteriorated and becomes an attractive nuisance to children who might play in the building or structure to their danger, or becomes a harbor for vagrants, criminal or other trespassers. that remains unoccupied for a
- 8: A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.
- 4.) 10: A building or structure that remains unoccupied for a period of one hundred eighty (180) consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the Occupational Code, Act No. 299 of the Public Acts of 1980.

and such conditions may endanger the health and welfare of the citizens in the immediate area; and specific conditions being: unfit for human habitation and remains unoccupied.

WHEREAS, after investigation by the Division of Buildings and Safety Engineering of the City of Warren, after testimony was received and after due consideration, the Hearing Officer for the City of Warren has determined that a dangerous condition exists in violation of Sec. 9-165 or 9-166 of the Code of Ordinances and has ordered abatement pursuant to Chapter 9, Article VI, Division 2, Sec. 9-165 thru 9-175, of the City of Warren Code of Ordinances.

NOW, THEREFORE, BE IT KNOWN that any prospective buyer or assignee be on notice that the City of Warren has declared a nuisance to exist and ordered abatement pursuant to Article VI, Chapter 9 of the Code of Ordinances of the City of Warren.

BE IT FURTHER KNOWN that any prospective buyer or assignee of the above-described property may contact the Division of Buildings and Safety Engineering, located at One City Square, Warren, Michigan, and be informed of any pending action on said property.

BE IT FURTHER KNOWN that the City Clerk shall record a certified copy of this notice with the Macomb County Register of Deeds.

| | • |
|--|---|
| ; mm.·· | Michael Swafford , Hearing Officer |
| CERTI STATE OF MICHIGAN) | FICATION |
|) SS. | • |
| COUNTY OF MACOMB) | |
| I, Sonja Buffa, duly-elected City Clerk for the C certify that the foregoing is a true and correct copy Proceedings. | ity of Warren, Macomb County, Michigan, hereby of the Lis Pendens: Notice of Nuisance Abatemen |
| | Sonja Buffa |
| | City Clerk |

Drafted and Returned to:
City Clerk
City of Warren
One City Square, #205
Warren, MI 48093-2393

7003 Westminster (12-13-33-411025) House & Garage Fire All parties have been duly notified and letters were posted on the building in question. Owner Dale Toney appeared.

Mr. Swafford Declared property a public nuisance owner is deceased it is a unsafe structure.

DETERMINATION:

Mr. Swafford declared a public nuisance sending to public service for removal

Audience Participation

None

| Crystal Pierson |
|---------------------|
| - |
| Recording Secretary |
| 11000, 411.19 |

APPROVED:

Michael Swafford, 5-30-24

cc:

Hearing Officer
Public Service
City Attorney
Building Director

Chief Building Inspector



Warren Fire Department

| 230018167 | Incident I 11/11/2 | | NFIRS Number 0017857 | Inddent Type (111) - Building fi | re | |
|---|----------------------------------|-------------|-------------------------|-------------------------------------|---------------------------|--------------|
| FDID 05021 | Station Warren Fire Station 1 | [| | Shift Unit 2 | District 1 | |
| nitial Dispatch Code HOUSE FIRE | | | | | | |
| Alarms | Working Fire? Yes | COVID-19 wa | s a factor | Critical Incident | Critical Incid | ent Team |
| Temporary Resident Involve | ment | | | | | |
| Hazardous Materials Release | d | | | | | |
| Action Taken 1 (11) - Extinguishment by | fire service personnel | | | | | |
| Action Taken 2 (22) - Rescue, remove fro | m harm | | | | | |
| Action Taken 3 (12) - Salvage & overhaul | | | | | | |
| À AID | | | | | | |
| Ald Given/Received (N) - None | | · | | | | |
| | | | | | | |
| LOCATION | | | | | | |
| LOCATION Location Type (1) - Street address | | | | | | |
| Location Type (1) - Street address | nue, Warren, Michigar | ı, 48091 | | | | |
| Location Type (1) - Street address Address 7003 WESTMINSTER Ave | <u> </u> | 1, 48091 | | Latitude 42,45247000 | Longitude -83.03204000 | Census Tract |
| Location Type (1) - Street address Address 7003 WESTMINSTER Ave Cross Street, USNG, or Direct | <u> </u> | 1, 48091 | | | | Census Tract |
| Location Type (1) - Street address Address 7003 WESTMINSTER Ave Cross Street, USNG, or Direct Detector Alerted Occupant (U) - Unknown | tions | n, 48091 | | | | Census Tract |
| Location Type (1) - Street address Address 7003 WESTMINSTER Ave Cross Street, USNG, or Direct Detector Alerted Occupant (U) - Unknown Property Use | tions | ı, 48091 | | 42,45247000 | | Census Tract |

| () TIMES | | | | |
|---|-------------------------|-----------------------------------|--|--------------------|
| Arrival Time 01:27:42, 11/11/2023 | Water on Fire T | me | At Patient Time | epperamentarial |
| Loss Stop Time | Controlled Tim | e | Last Unit Cleared Time 03:06:19, 11/11/2023 | - |
| Total On Scene Time 1 hrs 38 mins 37 sec | Total Incident 1 | | | |
| 回置 COUNTS Counts Include Aid Received? No | | | | |
| Suppression: | EMS: | Other: | | |
| Apparatus Personnel 4 12 | Apparatus Perso | onnel Apparatus 0 | Personnel 0 | |
| \$1 Loss | | | | |
| Property: | (| Content: | | |
| Estimated Property Losses 50000 | | Estimated Content Losses 15000 | | |
| Estimated Property Value | | Estimated Content Value | | |
| ☑ AUTHORIZATION | | | | |
| Report Writer: | | | | |
| Name Muirhead, James | Employee Nurr 425100 | nber | Assignment | Authorization Date |
| Officer in Charge: | | | | |
| Name Muirhead, James | Employee Nun 425100 | nber | Assignment | Authorization Date |
| Quality Control: | | | | |
| Name | Authorization | Date | | |

INCIDENT NARRATIVE

E1, S1, E3, R4, and T4 called for a house fire. E1/S1 atf a working house fire in a 1 story dwelling. Command established on Tac 2. S3 dispatched. 360 performed, fire noted blowing through several windows on B&C side. 150' preconnect stretched. WPD kicked front door. Neighbors state someone in the house. Search performed. E1/S1 crew found victim seated on couch in living room. Pt removed to front yard, CPR performed. S3 took over patient care. Pt transported to ER. E1 crew stretched line into house and fire extinguishment performed. Both bedroom doors are open. E3 assisted E1 FEO with 3" water supply. S1 crew performed primary search for additional victims. None found. R4 performed vertical ventilation. T4 controlled utilities. 2 additional crews used for secondary and further additional searches. No additional victims found. Fire is knocked down. Apprx 1750 gallons of water used to extinguish fire. Overhaul operations performed. Positive pressure ventilation fan deployed. Wash down performed. Looked for fire extension, all hot spots extinguished. Insp 3 made scene. 7011 Westminster is an exposure with vinyl siding melted on west side of home. Scene passed to Insp 3.

Created By: Multhead, James



| i) SITE INFO | | | | |
|--|-------------------|--|------------------------|--|
| Alarms | Acres Burned | Resident Units in Bldg 1 | Buildings Involved | |
| Hydrant Identifier | | imated Water Usage 750 | | |
| 1GNITION | | | | |
| Area of Origin (UU) - Undetermined | | | | |
| Heat Source (UU) - Undetermined | | | | · grown and an area and an area and a second a second and |
| Item First Ignited (UU) - Undetermined | | | | Fire Confined to Item? |
| Type of Material First Ign | îted | | | |
| Cause of Ignition (5) - Cause under inve | stigation | | | |
| Factors Contributing to I (UU) - Undetermined | gnition 1 | | | · · · · · · · · · · · · · · · · · · · |
| Human Factors Contribu (N) - None | ting to IgnItion | | | |
| Est. Age of Person Involve | ed Ge | nder of Person Involved | | |
| So EQUIPMENT Equipment involved in i | gnition | | | |
| Equipment Power Source | 2 | | | Equipment Portability |
| Brand | | Model | Serial Number | Year |
| STRUCTURE | | | | |
| Structure Type (1) - Enclosed building | | | | |
| Stories Above Grade | Stories Below Gra | ade Building Status (2) - In normal use | | |
| Length 35 ft | Width 25 ft | Total Square Feet 875 sq ft | Story of Fire Origin 1 | |
| Fire Spread (5) - Beyond building o | of origin | | | |
| Item Contributing Most | to Flame Spread | | Type of Material | |
| | | 2.32 | | |

Number of Stories with Damage

| | | | • | | |
|--|--|--|--|---------------------------------------|--|
| STRUCTURE Minor Damage | Significant Damage | Heavy Damage | Extreme Damage | Total Stories | |
| W PROTECTIVE SYST | EMS | | | <u> </u> | |
| Presence of Detector (U) - Undetermined | Detector | Туре | | | |
| Power Supply | | | Detector Operations | | |
| Effectiveness (/Failure Re | eason) | | | | |
| Presence of Auto Extingu (N) - None Present | uishIng System | (| System Type | | |
| System Operation | | # of Sprinklers | Reason for System Failur | re | |
| Casualty | grant and the control of the control | | | | and the second of the second o |
| CIVILIAN CASUALTY # | i 1 | | | | |
| injured Person | | | | | |
| Name | | | | Gender | Date of Birth |
| | | | | (1) - Male | |
| Age | Race | | | Ethnicity | |
| | | · · · · · · · · · · · · · · · · · · · | | | |
| Affiliation | | | | | |
| Injury Info | , <u>, , , , , , , , , , , , , , , , , , </u> | <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u> | <u> </u> | · · · · · · · · · · · · · · · · · · · | |
| Injury Time and Date 01:20:00, 11/11/2023 | | Severity (5) - Death | | | |
| Cause of Injury (U) - Undetermined | | ., | | | opay |
| Human Factors Contribu | uting to injury | | | | |
| Activity when injured (U) - Undetermined | | | | | |
| Taken to Emer. Care? Yes | | | | | |
| Primary Apparent Symp (UU) - Undetermined | tom | | Primary Area of Body Inj (9) - Multiple body pa | | |
| Injury Location Location at Time of Indic (U) - Undetermined | dent | | | | |

CIVILIAN CASUALTY #1

General Location at Time of Injury

(U) - Undetermined

Specific Location at Time of Injury

(UU) - Undetermined

Story at Start of Incident Story when Injury

Occurred

1

Remarks

1

COLONIAL TITLE COMPANY

27500 Harper Ave. St. Clair Shores, MI 48081 Phone: (586)774-5950 Fax: (586)774-7040

FAX COVER LETTER

To:

Paul Lize

Company Name:

City of Warren - Building Division

Fax No.:

(586)574-4577

Email:

plize@cityofwarren.org

Customer No.:

2424774

Date:

March 28, 2024

From:

Shannon

Property Address: 7003 Westminster, Warren, MI 48091.

File No.:

24489

Message: Attached is your requested search and invoice. Please call Colonial Title Company with any questions or problems you may have. Thank you for your business.

ADDITIONAL COMMENTS:

Invoice

Remit payment to:

Colonial Title Company 27500 Harper Ave. St. Clair Shores, MI 48081

Billed to:

City of Warren - Building Division One City Square, Suite 305 Warren, Mi 48093 Invoice number; 24489

Invoice date: March 28, 2024
Please pay before: April 11, 2024
Our file number: 24489
Your reference number: 2424774

Property:

7003 Westminster Warren, MI 48091 Macomb County

DESCRIPTION

AMOUNT

Title Search Fee

85.00

Involce total amount due:

\$ 85.00

COLONIAL TITLE COMPANY **SEARCH REPORT**

Record Search Furnished to:

Paul Lize

City of Warren - Building Division One City Square, Suite 305

Warren, MI 48093

Customer Reference Number: 2424774

This search consists of entries recorded with the Office of the Register of Deeds, based upon legal description herein.

This is not a Title Insurance Policy, and should not be relied upon as such. THIS IS NOT AN "ENVIRONMENTAL SEARCH".

In consideration of the issuance of this search, it is agreed that Colonial Title Company, shall not be liable for any loss of damage arising from incorrectness or incompleteness of this search unless such incorrectness or Incompleteness is the result of the intentional omission or misdescription by the Company, with the formed intent of harming the applicant of the search. In no event, as evidenced by the charge for this search, does Colonial Title Company undertake any liability arising from:

- 1. Consequential or punitive damages, loss of anticipated profits, costs of toxic waste cleanup or other loss so related:
- 2. Any type of loss which would result from the accuracy of a determination that any street address given and legal description searched constitute the same premises;
- 3. Any instrument (however designated) filed in the Office of the Register of Deeds pursuant to the Uniform Commercial Code P.A. 1962, No. 174, effective January 1, 1964; and/or
- 4. Any records of the Circuit, Probate or other Courts nor any records other than the records in the Office of the Register of Deeds.

Covering property described as: 7003 Westminster, Warren, MI 48091

We have searched the records in the Office of the Register of Deeds for Macomb County and find no conveyances describing said property in said office up to March 21, 2024 at 8:00am.

See attached Rider "B"

Colonial Title Company Stephen DeBates, President

RIDER "B" SEARCH OF TITLE

From examination of the records in the Register of Deeds Office, Macomb County, Michigan, up to March 21, 2024 at 8:00am.

PROPERTY DESCRIPTION:

Land Situated in the City of Warren, County of Macomb and State of Michigan described as follows:

Lot 78, including adjoining one-half of the vacated public alley at the rear thereof - Kroll Gardens Subdivision, according to the plat thereof as recorded in Liber 7, Page 10 of Plats, Macomb County Records.

Commonly Known As: 7003 Westminster, Warren, MI 48091

Tax ID Number: 12-13-33-411-025

Apparent Owner: Gary W. Smith

Title Deed dated 03/03/1995, recorded 03/27/1995, in Liber 6604, Page 918, Macomb County Records.

PAYMENT OF TAXES:

Tax Parcel No.: 12-13-33-411-025

Address: 7003 Westminster, Warren, MI 48091
2023 Winter Taxes in the amount of \$19.23 are DUE
2023 Summer Taxes in the amount of \$629.51 are PAID
Special Assessments Included in The Current Year Tax Bills: NONE

Special Assessments Separate From the Tax Bills: Must confirm with city.

- 2023 State Equalized Value: \$12,790.00

- 2023 Taxable Value: \$5,028.00

Death Certificate for Dawn Lynette Smith recorded 02/09/2023, in Liber 29002, Page 884, Macomb County Records.

Mortgage in the original amount of \$24,320.00, executed by Gary Wayne Smith and Dawn Lynette Smith, husband and wife, to Rock Financial Corporation, dated 08/25/1997, recorded 09/18/1997, in Liber 7641, Page 905, Macomb County Records and assigned to NationsCredit Home Equity Services in Assignment of Mortgage recorded 03/23/1998, in Liber 7944, Page 211, Macomb County Records.

Mortgage in the original amount of \$20,000.00, executed by Dawn Lynette Smith and Gary W. Smith, wife and husband, to Community Choice Credit Union, dated 11/21/2019, recorded 11/26/2019, in Liber 26360, Page 201, Macomb County Records.

NOTE: Local assessor shows title vested in the Estate of Gary W. Smith; however, no death certificate was found recorded on public record.

Under this form of Search, this Company is not an insurer of the above Title, nor does it guarantee the Title or any evidence thereto and is not liable for any inaccuracies involving environmental searches or determinations.

The liability is limited to the amount paid for the Search. Rider attached to and forming a part of Search No. 24489

Colonial Title Company Stephen DeBates, President

(Property Address) 7003 WESTMINSTER WARREN, MI 48091

Parcel Number: 12-13-33-411-025 Account Number: 202921654



Stem 1 of 2

1 Image / 1 Sketch

Property Owner: SMITH GARY W ESTATE

Summary Information

- > Residential Building Summary
 - Year Built: 1953 - Full Baths: 1
- Bedrooms; 0 - Half Baths: 0
- Sq Feat; 696
- Acres; 0.113
- > 2 Building Department records found
- > Assessed Value: \$12,790 | Taxable Value: \$5,028
- > 1 Special Assessment found
- > Property Tax information found
- > Utility Billing Information found

Owner and Taxpayer Information

Dwner

SMITH GARY W ESTATE 7003 WESTMINISTER WARREN, MI 48091-2930

Taxpayer

SEE OWNER INFORMATION

General Information for Tax Year 2024

| Property Class School District | 401 RESIDENTIAL-IMPROVED VAN DYKE PUBLIC SCHOOLS | Unit Assessed Value | 12 CITY OF WARREN |
|--------------------------------|--|--------------------------|--------------------|
| Notes | NEZ - Patriot Place | Taxable Value | \$5,028 |
| PP CLASS / YEAR | 0 | State Equalized Value | \$12,790 : |
| NOTES | Not Available | Date of Last Name Change | 01/16/2024 |
| BUSINESS TYPE | Not Avoilable | Notes | Not Available |
| Historical District | Not Available | Census Block Group | Not Avajlable |
| NOTES | Not Avoilable | Exemption | No Data to Display |

Principal Residence Exemption Information

Homestead Date

03/01/1994

| Principal Residence Exemption | Jume 1st | Fînal |
|-------------------------------|------------|-----------------------------------|
| 2024 | 0.0000 % | 44 444 M 4 2000 M2 24 FT MARKET P |
| 2023 | 100,0000 % | 100.0000 % |

Previous Year Information

| Year | MBOR Assessed | Final SEV | Final Taxable |
|------|---------------|-----------|---------------|
| 2023 | \$26,310 | \$26,310 | \$11,954 |
| 2022 | \$21,380 | \$21,380 | \$11,385 |
| 2021 | \$18,640 | \$18,640 | \$11,022 |

Land Information

| + | | Total Frontage: 38,00 fL | Average Depth: 129.00 ft |
|---|------------------------------|--|--|
| Lot 1 | r transform — morter fret r | 38.00 ft | 129,00 ft |
| Lot(s) | | Frontage | Depth |
| ECF Neighborhood Lot Dimensions/Comments | VAN DYKE 33 Not Available | Mortgage Code No Dota to Display Neighborhood Enterprise No Zone | * * ***** ** * |
| Zoning Code Land Value Renalssance Zone | R-1-C \$7,571 No | Total Acres 0.113 Land Improvements \$0 Renalssance Zone Expiration No Data to Display Date | ************************************** |

Legal Description

KROŁL GARDENS SUBN LOT 78, INCL 1/2 VAC ALLEY L7 P10

Land Division Act Information

1/2

| ate Form Filed | mbine No Data to Display No Data to Display | Number of Splits Li Unallocated Div.s o | | | |
|--|---|---|------------------------------------|-----------------------|-------------------|
| ate Created | 01/01/0001 | Unallocated Div.s To | ransferred 0 | | |
| creage of Parent | 0.00 | Rights Were Transfe | erred Not Availab | | |
| plit Number | O | Courtesy Split | Not Availab | le | |
| arent Parcel | No Data to Display | | | | |
| | | *************************************** | | | |
| ale History | | | | | |
| Sale Date | Sale Price Instrument | Grantor | Grantee | Terms of Sale | Liber/Page |
| 01/16/2023 | \$0.00 OTH | SMITH GARY W & DAWN | SMITH GARY W | 07-DEATH CERTI | FICATE |
| | | 1, | | | |
| 03/03/1995 | \$26,000,00 WD | | | 03-ARM'S LENGT | [H |
| ilding Informati | ion - 696 sq ft 1 Story (Re | sidential) | | | |
| eneral | | | | | |
| nor Area | 696 sq ft | Estimated TCV | Not Availal | OR | |
| arage Area | 280 sg ft | Basement Area | 0 sq ft | | |
| oundation Size | 696 sq ft | * ** * ** * * * * * * * * * * * * * * | Ala Pasta la | Direteu | |
| ear Built | 1953 | Year Remodeled | No Dala lo | risbiah | |
| ссирансу | Single Family | Class | | | |
| fective Age | 30 yrs | Tri-Level | No | an althousance record | |
| ercent Complete | 30% | Heat | Forced Air | , , | |
| C w/Separate Duct | No | Wood Stove Add-o | | . , | |
| asement Rooms | 0 | Water | Not Availal | | |
| st Floor Rooms | 44 | Sewer | Nat Availat | ne | |
| nd Floor Rooms | C | Style | 1 Story | | |
| Bedrooms | 6 | | | | |
| | | | | | |
| trea Detail - Bas | lc Building Areas | | | | |
| A <i>rea Detail - Bas</i> Height | lc Building Areas | Exterior | | Area | Heated |
| Height | : | Exterior Siding | | Area 696 sq ft | Heated 1 Story |
| Height 1 Story Basement Finish | Foundation Slab | | 1 0% | | |
| ieight 1 Story Basement Finish Jecreation | Foundation Slab 9 sq ft | Siding Recreation % Good | | | |
| Height 1 Story Rasement Finish tecreation Juling Area | Foundation Slab | Siding | d 0% | | |
| Height 1 Story Basement Finish tecreation Jving Area Valk Out Doors | Foundation Slab O sq ft O sq ft O | Siding Recreation % Good Living Area % Good | d 0% | | |
| Height 1 Story Basement Finish Recreation Jying Area Valk Out Doors Plumbing Inform | Foundation Slab O sq ft O sq ft O | Siding Recreation % Good Living Area % Good | d 0% | | |
| Height 1 Story Basement Finish tecreation Iving Area Valk Out Doors Plumbling Inform I Fixture Bath | Foundation Slab O sq ft O sq ft O sq ft 1 | Siding Recreation % Good Living Area % Good | d 0% | | |
| Height 1 Story Basement Finish tecreation Juing Area Nalk Out Doors Plumbing Inform Fixture Bath Fireplace Informe | Foundation Slab O sq ft O sq ft O sq ft 1 | Siding Recreation % Good Living Area % Good | d 0% | | |
| teight 1 Story Rasement Finish Recreation Volng Area Valk Out Doors Plumbling Inform Fixture Bath Greplace Informaterior 1 Story | Foundation Slab O sq ft O sq ft O sq ft I action 1 | Siding Recreation % Good Living Area % Good No Concrete Floor | d 0% Area 0 sq ft | | |
| teight 1 Story Rasement Finish Recreation Volley Area Valk Out Doors Plumbing Inform Fixture Bath Vireplace Information | Foundation Slab O sq ft O sq ft I ation 1 280 sq ft | Recreation % Good Living Area % Goo No Concrete Floor | d 0% Area 0 sq ft Siding | | |
| teight 1 Story Rasement Finish Recreation Polying Area Valk Out Doors Plumbling Inform Fixture Bath Vireplace Information | Foundation Slab O sq ft O sq ft I I I I I I I I I I I I I I I I I I I | Recreation % Good Living Area % Good No Concrete Floor Exterior Common Wall | d 0% Area 0 sq ft Siding Detached | | |
| Height 1 Story Basement Finish Recreation Jying Area Malk Out Doors Plumbling Inform B Fixture Bath | Foundation Slab O sq ft O sq ft I ation 1 280 sq ft | Recreation % Good Living Area % Goo No Concrete Floor | d 0% Area 0 sq ft Siding | | |

^{**}Discialmen: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2024 BS&A Software, Inc.

7003 WESTMINSTER WARREN, MI 48091 (Property Address)

Parcel Number: 12-13-33-411-025 Account Number: 202921654



Property Owner: SMITH GARY W ESTATE

Summary Information

- > Residential Building Summary
- Year Built: 1953 - Full Baths: 1 - Sq. Feet: 696 1
- Bedrooms: 0 - Half Baths: 0
- Acres: 0.113
- > Assessed Value: \$12,790 | Taxable Value: \$5,026
- > 1 Special Assessment found
- > Property Tax information found
- > Utility Billing Information found

Item 1 of 2

1 Image / 1 Sketch

> 2 Building Department records found

| Owner SMITH GARY W ESTATE Taxpayer SEE OWNER 7003 WESTMINISTER INFORMATION WARREN, MI 48091- 2930 | Owner and Taxp | ayer Information | Amount Due |) |
|---|-------------------|--|----------------|----------|
| 7003 WESTMINISTER INFORMATION WARREN, MI 48091- 2930 Legal Description KROLL GARDENS SUBN LOT 78, INCL 1/2 VAC ALLEY L7 P10 | ******* | | Current Taxes: | \$19,23 |
| KROLL GARDENS SUBN LOT 78, INCL 1/2 VAC ALLEY L7 P10 | Owner | 7003 WESTMINISTER WARREN, MI 48091- | | |
| | Legal Descriptio | n | | |
| Other Information | KROLL GARDENS S | UBN LOT 78, INCL 1/2 VAC ALLEY L7 P10 | | |
| | Other Information | on | <u></u> | |
| | | | | |

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

3/28/2024

Recalculate

Tax History

→*Note: On March 1 at 12:00 AM, Summer and Winter local taxes become ineligible for payment at the local unit.

| Year | Season | Total Amount | Total Paid | Lest Paid | Total Due | |
|------|--------|--------------|------------|-----------|---|-----------------------|
| 2023 | Winter | \$19,23 | \$0.00 | i . | 1 1000000000000000000000000000000000000 | ** Read Note(s) Above |

Mortgage Code

DOC/MOT

100,0000%

General Information for 2023 Winter Taxes

| School District | 50220 | LUCAMO! | ** ** *** *** *** *** *** *** *** *** |
|-------------------|--------------------|---------------------|---------------------------------------|
| Taxable Value | \$11,954 | S.E.V. | \$26,310 |
| Property Class | 401 - RESIDENTIAL- | Assessed Value | \$26,310 |
| | IMPROVED | • | |
| Tax Bili Number | No Data to Display | Last Receipt Number | No Data to Display |
| Last Payment Date | No Data to Display | Number of Payments | 0 |
| Due Date | No Data to Display | | • |
| Base Tax | \$19.04 | Base Paid | \$0.00 |
| Admin Fees | \$0.19 | Admin Fees Paid | \$0.00 |
| Interest Fees | \$0.00 | Interest Fees Paid | \$0,00 |
| Total Tax & Fees | \$19.23 : | Total Peld | \$0.00 |
| | | | |

Tax Bill Breakdown for 2023 Winter

Renaissance Zone

Not Avallable

| Taxing Authority | . 1 | Millage Rate | Amount | Amount Paid |
|---|---|--------------|---------|-------------|
| MACOMB VETERANS | , , , , , , , , , , , , , , , , , , , | 0.069000 | \$0,82 | \$0.00 |
| HURON-CLINT PARK | | 0.207000 | \$2,47 | \$0,00 |
| SMART | **, | 0.950000 | \$11,35 | \$0.00 |
| ZOO AUTHORITY | | 0.094500 | \$1,12 | \$0.00 |
| ART INSTITUTE | 1 | 0.195600 | \$2.33. | \$0.00 |
| MISD DEBT | e v | 0,080000 | \$0.95 | \$0,00 |
| Admin Fees | 3, 3, 13, 13, | | \$0,19 | \$0.00 |
| Interest Fees | | | \$0.00 | \$0.00 |
| 111-y-27-111-11-11-11-11-11-11-11-11-11-11-11-1 | | 1,596100 | \$19.23 | \$0.00 |
| | 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | | |

Click here for your Winter 2023 Tax Bill

Click here for a printer friendly version of Winter 2023 Tax Information

2023 Summer \$629.51 \$629.51 07/18/2023 \$0

General Information for 2023 Summer Jaxes

| School District | 50220 | | PRE/MBT 100.0000% | |
|-------------------|---------------------------|--------|-------------------------------|--|
| Taxable Value | \$11,954 | , , | S.E.V. \$26,310 | |
| Property Class | 401 - RESIDEN IMPROVED | JTIAL- | Assessed Value \$26,310 | |
| Tax Bill Number | No Data to Di | splay | Last Receipt Number. 04905974 | |
| Last Payment Date | 07/18/2023 | | Number of Payments 1 | |
| Due Date | 08/31/2023 | | | |
| | | | | |

| Base Tax | \$626.49 | Base Paid \$626.49 | |
|------------------|-----------|---------------------------|------|
| Admin Fees | \$3,02 :: | Admin Fees Paid : \$3.02 | |
| Interest Fees | 00.02 | Interest Fees Pald \$0.00 | |
| Total Tax & Fees | \$629.51 | Total Paid \$629.51 | **** |

Renalssance Zone Not Available Mortgage Code Not Available

Tax Bill Breakdown for 2023 Summer

| Taxing Authority | 1.77 | Millage Rate | Amount | Amount Paid |
|--|--|--------------|------------------|-------------|
| WARREN OPERATING | ······································ | 8,326300 | \$99.53 | \$99,53 |
| CITY ROAD IMPROV | | 2,002900 | . \$23,94 | \$23.94 |
| EMS | | 0.277000 | \$3.31 | \$3.31 |
| LIBRARY | | 1,268700 | \$15.16 | \$15.16 |
| SANITATION | | 2,775000 | \$33,17 | \$39.17 |
| ACT 345 POL/FIRE | | 4.984800 | \$59.58 | \$59.58 |
| POLICE OPERATING | h > + | 0.928900 | \$11.10 | \$11.10 |
| FIRE OPERATING | | 0.928900 | \$11,10 | \$11.10 |
| POL & FIRE OPER | participation of the second se | 4.674100 | \$55.87 | \$55.87 |
| RECREATION | | 0.924700 | \$11.05 | \$11.05 |
| MACOMB CNTY OPER | | 4.320000 | \$51.64 | \$51.64 |
| MCC OPERATING | , | 1,407700 | \$16.82 | \$16.82 |
| MAC INT SCH DIST | | 4,630000 | \$55.34 | \$55.34 |
| STATE ED TAX | | 6,000000 | \$71.72 . | \$71.72 |
| VAN DYKE OPERAT | | 18.000000 | \$0,00 | \$0,00 |
| VAN DYKE DEBT/SF | | 8,964600 | \$107.16 | \$107.16 |
| Admin Fees | | | \$3,02 | \$3.02 |
| Little control of the | and the state of t | 70,413600 | \$629.51 | \$629.51 |

| | Taxing Authority | | ĺ | Millage Rate | Amount | Amount Pak |
|---------------------------------|--------------------------------|--------------------------------|---|--|-----------------------------|---|
| | Interest Fees | | | | \$0,00 | \$0.00 |
| | | | | 70,413600 | \$629.51 | \$629.51 |
| | Click here for your Summ | ner 2023 Tax Blil | | | | |
| | Click here for a printer frier | idly version of Summer 20 | 23 Tax information | | | |
| 022 | Winter | \$17,36 | \$17.36 | 12/16/2022 | \$0.00 | |
| 022 | Summer | \$605.53 | \$605.53 | 12/16/2022 | \$0.00 | 40° c + |
| 021 | Winter | \$39.47 | \$39.47 | 02/23/2022 | \$0,00 | |
| | 1 . ! | | | 4 | - | |
| 021 | Summer | \$570,51 | \$570,51 | 01/31/2022 | \$0,00 | |
| | Summer Winter | \$570.51 \$18.06 | \$570.51 \$18.06 | 01/31/2022 12/30/2020 | \$0,00 | |
| 920 | | | | · · · · · · · · · · · · · · · · · · · | > ****-*** * | , |
| 020 020 | Winter | \$18,06 | \$18.06 | 12/30/2020 | \$0.00 | ** Read Note(s) Above |
| 020 020 019 | Winter Summer | \$18.06 \$703.98 | \$18.06 \$703.98 \$0.00 \$591.59 | 12/30/2020 12/30/2020 11/18/2019 | \$0.00 \$0.00 | ** Read Note(s) Above |
| 021 020 020 019 019 | Winter Summer Winter | \$18.06 \$703.98 \$16.83 | \$18.06 \$703.98 \$0.00 | 12/30/2020 12/30/2020 11/18/2019 | \$0,00 \$0.00 \$15,83 | ** Read Note(s) Above |

^{**}Discielmer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2024 BS&A Software, Inc.

7003 WESTMINSTER WARREN, MI 48091 (Property Address)

Parcel Number: 12-19-33-411-025 Account Number: 202921654



Property Owner: SMITH GARY W ESTATE

Summary information

- > Residential Building Summary
 - Year Built: 1953 Bedrooms: 0 - Full Baths: 1 - Half Baths: 0
 - Sq. Feel: 696 Acres: 0.113
- > 2 Building Department records found
- > Assessed Value: \$12,790 | Texable Value: \$5,028
- > 1 Special Assessment found
- > Property Tax Information found
- > Dility Billing information found

Owner and Taxpayer Information

Amount Due

Special Assessment Total Payoff Amount:

\$0.00

Owner

Item 1 of 2

SMITH GARY W 7003

1 Image / 1 Sketch

Тахрауег

SEE OWNER
INFORMATION

WESTMINISTER WARREN, MI 48091-2930

Legal Description

Legal Description not on file.

Special Assessment Information

| Code | Name | Special Assessment District Status | APR Interest Rate | Start Year | Number of Years | Payment Status |
|--------|------------|------------------------------------|-------------------|------------|--------------------|-----------------|
| \$0266 | ROLL 50266 | Inactive | 3,0000 | 2007 | 5 | ** Paid In Fuil |

^{**}Discialment BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright @ 2024 BS&A Software, Inc.

7003 WESTMINSTER WARREN, MI 48091

Apply for a Permit

No records to display.

Attachments

Date Created

Parcel Number: 12-15-33-411-025 Account Number: 202921654

| liem 1 of 2 | 1 Image / 1 Sketo | | liding Summary 1959 - B 1 - H | edroams: 0 Ialí Balhs: 0 .cres: 0.113 und · | Assessed Value: \$ 1 Special Assess Property Tax info Utility Billing info | rmation found | 5,028 |
|-----------------------|---|----------------------------|-------------------------------------|--|---|-----------------|--------------|
| Owner Inform | • | | | | | Amount Due | \$0.00 |
| Permits To request an | Inspection or pay on | a record, click View | | | | | |
| Permit Type | Permit Number | Associated Project | Status | Date Issued | Last Inspection | Amount Due | |
| CEMENT | PC19-00441 | 1 | FINALED | 12/3/2019 | ! | \$0.00 | View |
| 0 | ekanisasia karantan darah di karantan d | and compare to be a second | e access control at a | a confidence of the | et ek ir tim tir de de stelleren kandemerke spiratuele kur | Displaying Item | s 1 - 1 of 1 |

Property Owner: SMITH GARY W ESTATE

(Property Address)

**Dischilmer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

. Title Record

Copyright © 2024 BS&A Software, Inc.

Displaying items 0 - 0 of 0

| Amount Due | Control | liem 1 of 2 | Summary in Residental - Year the Full Bail - Sq. Feet | i Building Summany ill: 1953 • Bedrida ils: 1 • Fiell Da | ms; a lks: 0 | istomer Name: 20292 | Assessed Value: \$12,79 1 Special Assessment for Peoperly Tax information thinking Billing Information Lithing Billing Information | und a found | | |
|--|--|--|--|---|-----------------|---------------------------------|--|--|---|--|
| Paris | Part | | | | | | | | Amou | nt Due |
| SAPERION COCUMENT Account Number 20991654 | September Sept | istomer Inform | astlon | | | | | | Total Ami | |
| Click hees for a private felently version Click hees for a private felently version Paralliar & Interest P | Cick here for a pichiser friendly version Coursel Annous Parabilis E interest Relater | ima Gress | 7089 WESTMINSTER | Actorint Nu | mp41 | 202921654 | • | | | |
| Part | Part | rrent Bill | | | | | | | Click here for a pr | rinter (Hendly Version |
| Penalty Pena | Penalty Previous Amount Carront Amount Penalty Enterest Nature Court Amount Penalty Enterest Nature Court | nount Due se Oxfe | | | | | | | | |
| Table No. 19.00 19.00 19.00 10.00 | TARRO NOTICE 1400.0 150,00 15 | | | Ì | Previous Amount | Curan | Amount | Penaltie | t's interest | Dalance |
| NURS ENVER \$460.10 \$0.00 \$128.25 \$46735 \$1000 \$10.61 \$132.05 \$10.00 \$10.61 \$132.05 \$10.00 \$10.61 \$132.05 \$10.00 \$10.61 \$132.05 \$10.00 \$10.61 \$132.05 \$10.00 \$10.61 \$132.05 \$10.00 \$10.61 \$132.05 \$10.00 \$10.61 \$132.05 \$10.00 \$1 | MART | | E | | 10,00 | | \$0,00 | | | · · |
| NOTE SERVICE CHARGE 130.55 50.00 536.51 512.66 NOTE MANDATO FEE 130.55 50.00 56.33 512.5 563.27 NOTE SERVICE CHARGE 130.00 50.00 536.91 563.27 NOTE SERVICE CHARGE 150.00 50.00 536.91 563.27 NOTES SERVICE CHARGE 150.00 50.00 536.91 563.27 NOTES SERVICE CHARGE 150.00 50.00 536.91 563.27 NOTES SERVICE CHARGE 150.00 50.00 50.00 54.50 S1.264.87 150.00 57.52.11 51,720.00 NOTES A ACTOR 150.00 57.52.11 51,720.00 NOTES A ACTOR 150.00 57.52.11 51,720.00 NOTES A ACTOR 150.00 57.00 5 | SHORT SERVICE CHARGE 1310.55 10.00 38.13 310.75 MER 1358.65 50.00 336.51 512.62 MER STATE MARKONID FEE 1310.55 50.00 336.51 512.62 MER STATE MARKONID FEE 1310.65 50.00 336.51 512.62 MER STATE MARKONID FEE 1310.00 50.00 | EWER | Andrewski z nije dadenyk k militari | | \$469.10 | | | | | |
| ATTEMANDATE FEE STATES | MIST MANDAID FEE | EWER SERVICE CI | HARGE | • | \$10.15 | | • | | . 5 | |
| AVER SERVICE CHANGE 14,28 \$0.00 \$0.30 \$4.50 \$1.200.05 \$1 | NEER STATES \$4,28 \$0.00 \$13.0 \$4.50 \$1,204.87 \$0.00 \$75.21 \$1,204.88 \$1,004.87 \$0.00 \$75.21 \$1,204.88 \$1,004.87 \$0.00 \$75.21 \$1,204.88 \$1,004.87 \$1,004.87 \$1,000 \$1,000 \$1,004.87 \$1,000 \$1,000 \$1,004.87 \$1,000 \$1,000 \$1,004.87 \$1,000 \$1,000 \$1,004.87 \$1,000 \$1,004.87 \$1,000 \$1,004.87 \$1,000 \$1,004.87 \$1,000 \$1,004.87 \$1,000 \$1,004.87 \$1,000 \$1,004.87 \$1,000 \$1,005.87 \$1,000 | | | | | | | ,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | |
| STATE STAT | St.204.87 \$0.00 \$75.21 \$1,120.88 | WATER | | | | | | | | |
| Story (65d Items Founds | Section Sect | MATER SERVICE C | HARGE | | \$4,20 | | | | · | |
| Ending Date | Enulsing Date | | | | | | 20,00 | | 41 PIE 1 | |
| | | · · | ns Found} | staC guidunž | \$1,204.87 | . 41/ 2 // 141 141 | | | Click here for a p | uinter (dendly version |
| Mater Read Water Auto Read Co.00 Co.00 S20.57 S1,223.00 /12/2024 Dill Calculated 12/30/23-05/29/24 Co.00 Co.00 S35.04 S1,202.63 /2/2024 Reter Read Water Auto Read Co.00 Co.00 S1,007.12 /2/2024 Meter Read 11/30/23-12/30/23 Co.00 Co.00 S1,007.12 /2/2024 Still Calculated 11/30/23-12/30/23 Co.00 Co.00 S20.66 S70.47 /2/2024 Penolty Co.00 Co.00 S20.66 S20.66 S20.67 /2/2024 Penolty Co.00 Co.00 S20.67 /2/2023 Mater Read Water Auto Read Co.30.00 S20.07 S20.37 S66.41 /2/2023 Panalty Co.00 Co.00 S1.00 S20.37 /2/2023 Panalty Co.00 Co.00 S1.00 S46.64 /2/2023 Mater Read Water Auto Read S78.00 2.00 S0.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Water Auto Read S78.00 2.00 S46.64 /2/2023 Reter Read Reter | Auto Read Water Auto Read Co.00 Co.00 S20.37 S1223.00 | Jarsing Date | Action | Other Info | \$1,204.87 | Read Type | Read 0.00 | 0.00 | Amoust \$20.37 | Balance \$1,280.08 '0' |
| | 12/30/2024 Penalty | Posted 3/11/2024 | Arilon Bill Cateulated | Other Info | \$1,204.87 | | Read 0.00 | 0.00 | Amount \$20.37 \$36.71 | 8alance \$1,280.08 \$1,259.71 |
| Auto Read 803.00 0.00 \$1,000 \$1,167.59 Auto Read 803.00 0.00 \$1,007.12 \$1,167.59 Auto Read 0.00 0.00 \$1,007.12 \$1,167.59 Auto Read 0.00 0.00 \$2.06 \$70.47 Auto Read 803.00 \$125.00 \$2.06 \$70.47 Auto Read 803.00 \$125.00 \$0.00 \$56.41 Auto Read 803.00 \$125.00 \$0.00 \$56.41 Auto Read 803.00 \$125.00 \$0.00 \$56.41 Auto Read 803.00 \$125.00 \$1.00 Auto Read 803.00 \$125.00 Auto Read 803.00 Au | Auto Read Auto | ausing Date Posted 3/11/2024 3/17/2024 | Arildon Bill Calculated Persity | Other Info 01/29/24-02/28/24 . Water | \$1,204.87 | | Read 0.60 0.00 0.00 | 0.00 | Amoust 120.37 136.71 10.00 | 81,280.08 \$1,280.08 \$1,259.71 \$1,225.00 |
| | 1/39/2024 Meter Read Water 1/39/23-12/30/23 0.00 0.00 \$1,097.12 \$1,167.59 /19/2024 Pandity 0.00 0.00 32.06 \$70.47 /19/2024 Pandity 0.00 0.00 32.00 \$62.01 /19/2023 Mater Read Water Auto Read 0.00 0.00 \$2.037 \$66.41 /19/2023 Pansity 0.00 0.00 \$1.40 \$40.04 /19/2023 Pansity 0.00 0.00 \$1.40 \$40.04 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 \$46.64 /19/2023 Mater Read Water Auto Read 678.00 2.00 \$1.00 | ausing Date Posted 8/11/2024 8/11/2024 | Arilpo BIN Cateurated Penalty Mater Rend | Other Info 01/29/24-02/28/24 . Water | \$1,204.87 | | Read 0.60 0.00 0.00 603.00 | 0.00 0.60 0.00 | Amount 120.37 \$36.71 \$0.00 \$20.37 | \$1,280.08 \$1,280.08 \$1,259.71 \$1,223.00 \$1,223.00 |
| 19/2024 Pandity 0,00 | 19/2024 Pandity 0,00 | arring Date Posted 3/11/2024 3/71/2024 2/28/2024 2/12/2024 | Arildon Bill Catculated Penalty Motor Road Bill Calculated Penalty | Other Info 01/29/24-02/28/24 Water 12/30/23-01/29/24 | \$1,204.87 | Auto Read | 803.00 0.00 0.00 0.00 | 0.00 0.00 0.00 0.00 | Amount \$20.37 \$35.71 \$0.00 \$20.37 | 812008 \$1,28008 \$1,259.71 \$1,225.00 \$1,223.00 \$1,223.00 |
| 2/30/2073 Mater Read | 2230/2072 Maler Read Water Auto Read 603.00 125.00 30.00 125.00 30.00 125.00 30.00 125.00 30.00 125.00 30. | Posted 3/11/2024 3/17/2024 2/28/2024 2/12/2024 2/12/2024 1/29/2024 | Arilon IIII Catculated Peralty Mater Read Bill Calculated Penalty Meter Read | Other Info 01/29/24-02/28/24 Water 12/30/23-01/29/24 | \$1,204.87 | Auto Read | Read 0.60 0.00 603.00 0.00 0.00 | 00.00 0.00 0.00 0.00 0.00 | Amount 120.37 136.71 10.00 120.37 135.04 10.00 1 | \$1,280.08 \$1,299.71 \$1,230.00 \$1,230.00 \$1,20.65 \$1,167.59 |
| 2/12/2023 5III Calculated 10/31/23-11/30/23 0.00 0.00 \$20,37 \$68,41 2/19/2023 Panally 0.00 0.00 \$1.40 \$40.04 2/19/2023 Panally 0.00 \$1.40 \$40.04 2/19/2023 Nater Rend Water Auto Rearl 578.00 2.00 \$0.00 \$46.64 3/19/2023 Panally 0.00 \$40.64 3/19/202 | 2/12/2023 Still Calculated 10/31/23-11/30/23 0.00 0.00 \$20.37 \$66.41 2/12/2023 Pansity 0.00 0.00 \$1.40 \$46.04 2/12/2023 Pansity 0.00 0.00 \$1.40 \$46.04 2/12/2023 Mater Rend Water Auto Read 678.00 2.00 \$0.00 \$46.64 3/14/2023 Meter Rend 9.00 \$46.64 3/14/2023 Meter Re | anglog Date Postad 3/11/2024 3/17/2024 2/28/2024 2/12/2024 1/29/2024 1/3/2024 | Arilon Bill Calculated Peralty Mater Read Bill Calculated Penalty Meter Read Still Calculated | Other Info 01/29/24-02/28/24 Water 12/30/23-01/29/24 | \$1,204.87 | Auto Read | Read 0.60 0.00 0.00 0.00 0.00 803.00 | 00.0 0.00 0.00 0.00 0.00 0.00 | Amount \$20.37 \$35.74 \$30.00 \$20.37 \$35.04 \$10.00 \$1,097.12 | \$1,280.08 \$1,299.71 \$1,23.00 \$1,23.00 \$1,20.65 \$1,167.59 \$1,167.59 |
| 2/8/2023 Pansity 1/20/2023 Pansity 1/20/2023 Mater Rend Water Auto Read 578.00 2.00 \$0.00 \$46.64 \$ 1/20/2023 Mater Rend Water Auto Read 578.00 2.00 \$0.00 \$46.64 \$ 3/1/20/2023 RELCalcutated 8/9/28/23-18/31/28 8/9/28/23-18/31/28 8/9/28/23-18/31/28 age History Chart | 2/8/2023 Pansity D.00 0.00 \$1.40 : \$48.04 | Posted 3/11/2024 3/11/2024 2/26/2024 2/12/2024 1/29/2024 1/12/2024 1/12/2024 | Arilon Bill Calculated Peralty Mater Read Sill Calculated Penalty Meter Read Still Calculated | Other Info 01/29/24-02/28/24 Water 12/30/23-01/29/24 Water 11/30/23-12/30/23 | | Auto Read Auto Read | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | Amount \$20.37 \$35.74 \$0.00 \$20.37 \$35.04 \$0.00 \$1,097.12 \$20.6 | 83lance \$1,280.08 \$1,299.77 \$1,23.00 \$1,23.00 \$1,20.65 \$1,167.59 \$1,167.59 \$70.47 |
| 1/36/2023 Meter Rend Water Auto Read 578.00 2.00 30.00 348.04 348.04 348.07 348 | 1/30/2023 Neter Rend Water Auto Read 578.00 2.00 30.00 348 | Postad 3/11/2024 3/7/2024 2/28/2024 2/12/2024 2/12/2024 1/12/2024 1/12/2024 1/12/2024 1/12/2024 | Arilon Bill Calculated Pervity Mater Read Bill Calculated Penalty Meter Read 90 Calculated Penalty Mater Read | Other info 01/29/24-02/28/24 Water 12/30/23-01/29/24 Water 11/30/23-12/30/23 | | Auto Read Auto Read | Read 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 | Amount \$20.37 \$35.74 \$0.00 \$20.37 \$35.04 \$0.00 \$1,097.12 \$2.06 \$20.37 | 83lance \$1,280.08 \$1,299.77 \$1,23.00 \$1,23.00 \$1,20.65 \$1,167.59 \$1,167.59 \$70.47 \$66.41 \$66.41 |
| age History Chart | age History Chart Usage History | Posted 3/11/2024 2//26/2024 2//26/2024 2//2/2024 2//2/2024 1//2/2024 1//2/2024 1//2/2024 1//2/2024 1//2/2024 1//2/2024 | Arilon Bill Calculated Persity Mater Rend Bill Calculated Petally Meter Read Still Calculated Penolty Mater Read Still Calculated | Other info 01/29/24-02/28/24 Water 12/30/23-01/29/24 Water 11/30/23-12/30/23 | | Auto Read Auto Read | Read 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | 0.00 0. | Amount \$20.37 \$35.74 \$35.04 \$20.37 \$35.04 \$10.00 \$1,097.12 \$2.06 \$20.37 \$14.40 \$1 | 83lance \$1,280.08 \$1,299.77 \$1,23.00 \$1,223.00 \$1,202.63 \$1,167.59 \$1,167.59 \$70.47 \$68.41 \$68.41 |
| age History Chart | Usage History Chart Usage History | anglog Date Postad 3/11/2024 13/7/2024 13/7/2024 12/26/2024 1/12/2024 1/13/2024 12/30/2024 12/30/2023 12/3/2023 12/3/2023 | Arilon Bit Calculated Persity Mater Read Sill Calculated Penalty Meter Read Sill Calculated Penalty Mater Read Sill Calculated Penalty Mater Read Sill Calculated | Other tr/o 01/29/24-02/28/24 Wate: 12/30/23-01/29/24 Water 11/30/23-12/30/23 Woter 10/31/23-11/30/23 | | Auto Read Auto Read Auto Read | Read 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | 0.00 0. | Amount \$20.37 \$35.74 \$0.60 \$20.37 \$35.04 \$0.00 \$1,097.12 \$2.06 \$0.00 \$20.37 \$1.40 \$1.00 \$1 | 83lance \$1,280.08 \$1,299.77 \$1,23.00 \$1,223.00 \$1,202.63 \$1,167.59 \$1,167.59 \$70.47 \$68.41 \$68.41 \$48.04 |
| | 150 ** | Postad 3/11/2024 3/7/2024 2/28/2024 2/12/2024 2/12/2024 1/12/2024 1/12/2024 1/12/2024 | Arilon Bill Calculated Peralty Mater Read Sill Calculated Penalty Meter Read Still Calculated | Other Info 01/29/24-02/28/24 Water 12/30/23-01/29/24 Water 11/30/23-12/30/23 | | Auto Read Auto Read | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | Amount \$20.37 \$35.74 \$0.00 \$20.37 \$35.04 \$0.00 \$1,097.12 \$20.6 | 81lam \$1,280.0 \$1,253.7 \$1,223.0 \$1,202.6 \$1,167.5 \$1,167.5 \$1,167.5 \$1,167.5 \$1,167.5 |
| 125 summer or companiency or control of the control | | widing Date Postad 3/11/2024 5/71/2024 5/71/2024 2/52/2024 1/52/2024 1/52/2024 1/52/2024 1/52/2024 1/52/2024 1/52/2024 1/52/2024 1/52/2024 1/52/2024 1/52/2024 1/52/2024 1/52/2024 1/52/2023 11/52/2023 11/52/2023 13/54/2023 13/54/2023 | Artion Bill Calculated Penalty Mater Read Bill Calculated Penalty Meter Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Panalty Mater Read RELCalculated | Other tr/o 01/29/24-02/28/24 Wate: 12/30/23-01/29/24 Water 11/30/23-12/30/23 Water 10/31/23-11/30/23 | | Auto Read Auto Read Auto Read | Read 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | 0.00 0. | Amount \$20.37 \$35.74 \$0.60 \$20.37 \$35.04 \$0.00 \$1,097.12 \$2.06 \$0.00 \$20.37 \$1.40 \$1.00 \$1 | 83lance \$1,280.08 \$1,299.77 \$1,23.00 \$1,223.00 \$1,202.63 \$1,167.59 \$1,167.59 \$70.47 \$68.41 \$68.41 \$48.04 |
| 125 | 100 | Posted 3/11/2024 3/11/2024 3/17/2024 2/26/2024 2/12/2024 1/12/2024 1/12/2024 1/12/2024 1/12/2024 1/12/2024 1/12/2023 12/8/2023 12/8/2023 13/8/2023 13/8/2023 13/8/2023 | Artion Bill Calculated Penalty Mater Read Bill Calculated Penalty Meter Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Panalty Mater Read RELCalculated | Other tr/o 01/29/24-02/28/24 Wate: 12/30/23-01/29/24 Water 11/30/23-12/30/23 Water 10/31/23-11/30/23 | | Auto Read Auto Read Auto Read | Read 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | 0.00 0. | Amount \$20.37 \$35.74 \$0.60 \$20.37 \$35.04 \$0.00 \$1,097.12 \$2.06 \$0.00 \$20.37 \$1.40 \$1.00 \$1 | 83lance \$1,280.08 \$1,299.77 \$1,23.00 \$1,223.00 \$1,202.63 \$1,167.59 \$1,167.59 \$70.47 \$68.41 \$68.41 \$48.04 |
| 100 | | wising Date Postad 3/11/2024 5//12024 5//12024 5//12024 2/3/2024 1/3/2024 1/3/2024 1/3/2024 1/3/2023 11/3/2023 11/3/2023 11/3/2023 13/4/2023 13/6/2023 13/6/2023 13/6/2023 13/6/2023 | Artion Bill Calculated Penalty Mater Read Bill Calculated Penalty Meter Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Panalty Mater Read RELCalculated | Other tr/o 01/29/24-02/28/24 Wate: 12/30/23-01/29/24 Water 11/30/23-12/30/23 Water 10/31/23-11/30/23 | | Auto Read Auto Read Auto Read | Read 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | 0.00 0. | Amount \$20.37 \$35.74 \$0.60 \$20.37 \$35.04 \$0.00 \$1,097.12 \$2.06 \$0.00 \$20.37 \$1.40 \$1.00 \$1 | 83lance \$1,280.08 \$1,299.77 \$1,23.00 \$1,223.00 \$1,202.63 \$1,167.59 \$1,167.59 \$70.47 \$68.41 \$68.41 \$48.04 |
| 8 75 ——————————————————————————————————— | ž 75 | Posted 3/11/2024 3/11/2024 3/11/2024 2/26/2024 2/12/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2023 12/8/2023 12/8/2023 13/8/2023 13/8/2023 13/8/2023 13/8/2023 13/8/2023 | Artion Bill Calculated Penalty Mater Read Bill Calculated Penalty Meter Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Panalty Mater Read RELCalculated | Other tr/o 01/29/24-02/28/24 Wate: 12/30/23-01/29/24 Water 11/30/23-12/30/23 Water 10/31/23-11/30/23 | | Auto Read Auto Read Auto Read | Read 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | 0.00 0. | Amount \$20.37 \$35.74 \$0.60 \$20.37 \$35.04 \$0.00 \$1,097.12 \$2.06 \$0.00 \$20.37 \$1.40 \$1.00 \$1 | 83lance \$1,280.08 \$1,299.77 \$1,23.00 \$1,223.00 \$1,202.63 \$1,167.59 \$1,167.59 \$70.47 \$68.41 \$68.41 \$48.04 |
| 100 | ž 75 | Posted 3/11/2024 3/11/2024 3/17/2024 2/28/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2023 12/8/2023 12/8/2023 12/8/2023 13/4/2023 13/5/2023 13/5/2023 13/5/2023 13/5/2023 | Artion Bill Calculated Penalty Mater Read Bill Calculated Penalty Meter Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Panalty Mater Read RELCalculated | Other tr/o 01/29/24-02/28/24 Wate: 12/30/23-01/29/24 Water 11/30/23-12/30/23 Water 10/31/23-11/30/23 | | Auto Read Auto Read Auto Read | Read 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | 0.00 0. | Amount \$20.37 \$35.74 \$0.60 \$20.37 \$35.04 \$0.00 \$1,097.12 \$2.06 \$0.00 \$20.37 \$1.40 \$1.00 \$1 | 83lance \$1,280.08 \$1,299.77 \$1,23.00 \$1,223.00 \$1,202.63 \$1,167.59 \$1,167.59 \$70.47 \$68.41 \$68.41 \$48.04 |
| 8 75 ——————————————————————————————————— | 8g 75 | Posted 3/11/2024 3/11/2024 3/11/2024 2/26/2024 2/26/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2024 1/29/2023 | Artion Bill Calculated Penalty Mater Read Bill Calculated Penalty Meter Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Penalty Mater Read Still Calculated Panalty Mater Read RELCalculated | Other tr/o 01/29/24-02/28/24 Wate: 12/30/23-01/29/24 Water 11/30/23-12/30/23 Water 10/31/23-11/30/23 | | Auto Read Auto Read Auto Read | Read 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0. | 0.00 0. | Amount \$20.37 \$35.74 \$0.60 \$20.37 \$35.04 \$0.00 \$1,097.12 \$2.06 \$0.00 \$20.37 \$1.40 \$1.00 \$1 | 83lance \$1,280.08 \$1,29.07 \$1,23.00 \$1,223.00 \$1,202.63 \$1,167.59 \$1,167.59 \$70.47 \$68.41 \$68.41 \$48.04 |

**Disclatinest BEGA Software provides \$566A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the date herein. This date is provided for reference only and WrittOUT WARRANTY of any kind, expressed or inferred. Please content, your local municipality if you believe those are excuss in the date.

7003 WESTMINSTER WARREN, MI 48091 (Property Address)

Parcel Number: 12-13-33-411-025

Property Taxpayer: SMITH GARY W & DAWN L

Summary Information

\$6.00 was charged to your Business Account for this record tookup. See Account for current balance.

Important Message

If you have questions about this payment or need assistance, please call the Macomb County Treasurer's office at (586) 469-5190. Our hours are 8 AM - 4:15 PM Monday to Friday. (These hours exclude holidays)

Owner and Taxpayer Information

Amount Due
Delinquent Taxes:

\$0,00

SMITH GARY W & DAWN L

7003 WESTMINISTER

WARREN, MI 48091-

Такрауег

SMITH GARY W &

DAWN L 7003 WESTMINISTER WARREN, MI 48091-

2930

2930

Legal Description

Owner

Legal Description not on file.

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

3/28/2024

Recalculate

Tax History

Important Message

Taxpayers MUST pay the oldest tax year first

| Year | Season | Total Amount | Total Paid | Last Paid | Total Due |
|------|------------|--------------|------------|------------|-----------|
| 2019 | Dig. Taxes | \$18.50 | \$18.50 | 06/12/2020 | \$0.00 |
| 018 | Dig. Taxes | \$635.18 | \$635.18 | 05/22/2019 | \$0.00 ! |
| 016 | • | \$808.99 | \$808.99 | 09/01/2017 | \$0.00 |
| 015 | Olg, Taxes | \$1,025,64 | \$1,025.64 | 02/21/2017 | \$0.00 |
| | Dig. Taxes | \$50.56 | \$50.56 | 07/23/2012 | \$0.00 : |

**Disclaimer: 85&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2024 <u>95&A Software</u>, Inc.

14 80-1823 A L. Herry KROLL James J. Musphy Giril Engineer 503 Nurphy Bldg., Detroit, Mich. ş.) The above plat was approved by the Tonnehip Board of Rossen Tournship, Record Co., et a funite coeking half day, as , 1869.

(The fit grandly class.

WARRANTY DEED STATUMENT FOR THE TANGENT PROPERTY.

CO185316 LIBER106604 PAGE:918 01:52P 03/27/1995 CANNELLA EGBALGH-MACOMB COUNTY, MI REG/DEEDS

NAME ALL MEN AT THESE PRESENTS THAT F.M.M.T. INVESTMENTS, A MICHIGAN CO-PARTNERSHIP

National countries and a countries and acceptance in P.O. BOX 1055, STERLING HOTS., 344 48312 Complement Walling GARY W. SMITH AND DAWN LYNETTE SMITH, HIS WIFF

Ship ethers . 660 STATE PARK, ORTONVILLE, MI 48462

the nationalist described produces abused under City

or Warten.

County of Macounts,

and State of Minimpers for with

Lot 78, including the adjulating una-half of the wasted public alloy at the rest thereof. Knull Gasdens Subdivision, according to the plat thereof as exceeded in fiber 7, page 40 of Plats, Mucumb Cranty Records.

March 37, 1995

Percel identification No. 13-33-441-025 Community known sec 7003 WCSTMINISTER

agentur and all and shorter the property. Sendantians in apparents themsen beinging of the square TWENTY-SIX THOUSAND & 90/100, \$26,000,001, DOLLARS,

40.00

exements and restrictions of record. If any, and takes and assessments which problems a hen, but use not yet due and opposite.

Match.

F.M.M.TAINVESTMENTS, A SICHIGAN COPYRIDES THE PROPERTY PR PARTIUM GROT HERNIEWICZ CO PARTNER THOMAS R. HOSALEY

STATE OF MICHIGAN COMPLYOF MACOMD

} " the independs monances has intermiting before me the Did day of March, in 95 by WILLIAM MIERKIEWICZ, CO-PARTNER On behalf of F.M.M.T. INVESTMENTS, A MICHIGAN CO-PARTNERSHIP.

Marine Marine Control of the Control

Nur Nie Court, Midstra

All Communicates ten

Captal Biranicks Chipport

CA MONE COUNTY

CHRON MANAGE

HIER ROOMS HOUSE OF GRANTEE

SENT SPENDER FOR HAIN TO CHRANTER

mental At-rel dinkin, 26185 Crocker, Harrison Twp , MI 48145

France Separat (1861) 196/50/018215

kenming des

\$10.00

MEGO \$28,60 \$195 03

. (144

| _ | CB ODES. | | | DDPARTMEN | t of Healt | MICHIGA KAND HUMA TELOF DEA | IN SELLAI | CBS . | | PILENUME 004590 | |
|-----------------------|--|---------------------------|------------------------------|-----------------------------|----------------------------|-----------------------------------|----------------------------|--------------------------|---------------------------------|-----------------------|---|
| • | • | | 4 | | 2, DATE OF | | 3.5KK | já, má | THOP DEATH | | |
| ſ | LOBCEDINTS HAMS (Plut,) Dawn Lynette Smith | | | | August | 12, 1969 | Pecnale | One | After | Januar 65 UNDER | y 16, 2023 |
| · | A HAME AT BIRTH OR OTHER Dawn Lynelle Lawrence | СВЕСТИНДАГ | POR PERSONAL | BUSINESS | Sa ACE | Leit Ukshday (Yests) 53 | ge, Unide Mo | R.I.YEAY NEXIS | DAYS | HOURS | MINUTES |
| Died. | 76. DOCATION OF DEATH 7003 Westminster Avonud. 48091 Watten | | | | | | | | | <u>OA DRYJH</u> | |
| ä | s. cunsust residence-at. • Michigan | | COUNTY Macomb | Van | 0.0) | SMUN YEIRIS | 7003 | Westn | DHUMBER Suster Ava | | |
| ŀ | 48093 | ्रीय भारतात .हें सर्वे | yal Oak, Mich | | 0, 20CIAL 3E | :01(37 NOM6: | | sociate | | | |
| | 12 RACE While | 1 | | ANCESTRY tericen hidis | o, Irisis, Pr | ench Canadi | MD. | | MARSHILAGI MIDUIO No | AXME AXME | ir in the U.S. > forces? No |
| | 15. VSUAL OCCUPATION Tencher | | ite, xinto of nate | nness or 140 | | 17. MAIUTAL: Mort | (ed | Gafy | SOT BUTY Wayno Sh | ypig srows Vilh | F |
| gr | Infathers wake from Jimmile Lee Lawrence | Attotale, Lord | <u> </u> | , , | ZO, MOT Linda | HERS NAME & Artono Kies | bpore Ph Ling | CTMAR | CIED (Mar | actories, Carr | ' |
| 2 2 2 | Gary Wayne Smith | | Rushend | AND TO DECE | ENT Die | AAICINO ADDI 3 Westerinsi | ESS | Warre | , Michiga | 1809 E | |
| 죑 | 22 KISTINGD OF DISPOSITION | | 23 FLACE OF D | HOLITEONZI | | | | | MANNY (M) | | <u>~</u> |
| ¥. | Cronation | | Great Lukes | Cremetion | in.mes | 1 | you Tw | p, Miob | lgan Bal Pacili | Y | |
| BESOGRE | 24, MONATURE OF MORTUAN Nicole B. Crist | CY SCIENCE I | utansen | 45010 | 07725 | Generations Fu Grand Niver A: | setal and d setal and d | Ccentello Igloja Hill | n Saryices + P r, Michigan 4 | artsinglon i 8336 | |
| 1 | 27a, CORTUGUR | natorežnicke | Application to the | 285, ACTUAL I TRABOPT | OR PRESUME! DEATH | | | | 21c, TIMB 03:35 | | BD DEVD |
| · { | Certifying Physician - Text le free free and any server Biffeders Presentate - Partolant | | | Uni 20 MEDICAL | EXAMINEAL | JANLACS OF | DEATH | 2023 11.1F HO | 177 | | <u> </u> |
| ٠] | action quarters to the question of the first contract to the c | Julia 643 Bet 10 Cal | (mijimi | CONTACT | ED | Home | • | | | | |
| ā | Francists 21h DATE SIGNED | T 476 YO | CENTS NUMBER | 31. MEDICAL MINUSER | examples: | CARL DI. NA | ROP ATA | ENDING: | нузісілн Ш | वागक्र भा | AN CONTINUE |
| E E | January 18, 2023 | J 43 | 01070892 | 1 0 | 237/2023 | | | | | | |
| Ģ | 34. NAME AND ADDRESS OF C Cynthia Boldson MD, Mo | cemb Coun | renament ity Medical Basi | ովրոդ 43585 | Elizabolh Re | ad, Mount C | lement, វិ | dishigan | 48043 * | • | |
| ٦, | 95E RECHATUR | | = ; | ·1= | | | Jib, DAT | B FILTED | Januery | 20, 2023 | . • |
| į. | 12 PART 1 CHIEF de salado el parte de par Particular alabam stantas de contega de | | - Jacob Control | d to the base of the | eli biograficanti | Astro-Frances | <u> </u> | - | | Аругал | iensia buteval |
| ĺ | Heritar property of engine | | HIDE. | | | - | | | | Pendi | g Open and Druk ing |
| } | Herries was me white person white person was a many manual | Kg . | | | | <u></u> | | | | _ | |
| | Property of the season | | | . प्रस्तान्त्रका <u>र</u> ् | · F | | | | | | |
| | Service control Servic | _ | por sales ye | Lenguagoeres | | | | 7 | | + | |
| | Ampadaily Res (FAHY, lardequy de Tandya Kai I, Edwi Re | 1.7 | | | | | • | . , | <u> </u> | | |
| Ę | Programmenter & Programmenter | - | . Ohr Le (nr V) | an esta (dalmero | 12 | | | | | | |
| OFDE | LAST | | | | ham in the body | lalinia manua. | 37 | DID TO | IACCO USE | | enaur. |
| CLUSTE | Part IL Other Stonificasi Live in Part | T CONDITION | NE contributing to di | COLUMN POLITICA SECUL | lift itt die mider | Attil rema | a | O Ass | reyo death Probabl Unimee | , 🗆 🖦 | t project på Superi pen Lyngeri line på desk Lyngeri, het properi Linds dyr oldere |
| | 29, Manner of Death | | 40s, WARAN | AUTOPSY PER | Бориви | 40% WENT AL | TOTBY FE | ND12105 | VALLABLE | . 04 | hagasak je jajan plantifika Salah 1944 |
| | Pending Investig | ation | | Yes | | MOUTO CO | | Yes | 2501 20211 | | chalann galbannar. An Famhannari |
| | 414 DATE OF THIRTY | <u> </u> | ALL, TIME OF RE | TURY | 41¢ DESCI | DOWN WOOD | RY OCCU | Uisd | | | |
| | aid Houry at Work 414 | PLACEOF E | 1000CY 416.1 | TADEZKASTÝ | ATION EVUR | ASE LOCAT | NOV | | | | |
| SECONDARY EXCHANGE | [| | | | | | | | | | |
| | | | | . | 02/00 | 00011259 1/2023 02: | 03 PM | Fees | : \$30.00 | | |
| | | | | | Anthe | ny G, Forli mb County, | ni, Cleri | /Regis | ter of Dae | đs | * Nonion |
| | | | | - | | | | | | | |
| | SEA | A CONTRACTOR | THIS CEI of the pi | RYTHES THA | T the above d hereon, a | ' a le s Inia C | opy of l ie City | he facts OF WAI | recorded RREN CLE | on the de RK'S OFF | ath cerlificate IOE. |
| | | | | | | _ | | • . | \odot | | |

C0578127 LIBER:07641 PAGE:905 10:84A 09/18/1997 CARMELLA SABAUGH-MACCMB COUNTY, MI REG/DEEDS

-(Spece Above This Line For Recording Oats) -

5397196304

MORTGAGE

97-1607

THIS MORTGAGE ("Security Instrument") is given on August 25, 1997
The mortgager is Gary Wayne Smith and Dawn Lynette Smith, husband and wife

whose address is

7003 Westminster , Warren, MI 48091 ("Borrower"). This Security Instrument is given to Rock Financial Corporation

). This datt is evidenced by Borrower's note dated the same date as Dollars (U.S. S 24,320.00 this Security Instrument ("Noto"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 29. 2027

This Security Instrument recures to Lenders (a) the repayment of the debt evidenced by the Note, with interest, and all renewels, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants and protect the security instrument and the Note. For this purpose, Borrower does hereby mortgage,

MICHICAN-Single Femily-FNMAJFHLMC UNIFORM INSTRUMENT

Page 1 at 7

-88 [Mil 10104)

PEST (CEIDOR) EMAIDE SELECTRAGO (LVV)

1518046

みかか

C0578127 LIBER:07641 PAGE:986 10:04A 09/18/1997 CARMELLA SABAUGH-MACOMB COUNTY, MI REGIDEEDS

warrant, grant and convey to Lender, with power of sale, the following described property located in County, Michigan: Macomb

LOT 78. INCLUDING THE ADJOINING 1/2 OF THE VACATED ALLEY AT THE REAR THEREOF KROLL GARDENS SUBDIVISION, AS RECORDED IN LIBER 7. PAGE 10 OF PLATS. MACOMB COUNTY RECORDS.
COMMONLY KNOWN AS: 7003 WESTMINSTER
Tax Parcel#: 13-33-411-025

which has the address of 7003 Westminster, Warren [Zip Code] ("Property Address"); Michigan 48091

(Street, Clay).

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appearenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the

BORROWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencombered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real recovery.

UNIFORM COVENANTS. Borrower and Londet covenant and agree as follows:

UNIFORM COVENANTS. Borrower and Londet covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and lane charges due under the Note.

when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for; (a) yearly taxes and atterations which may artain priority over this Scourity full, a sum ("Funds") for; (a) yearly taxes and atterations which may artain priority over this Scourity Insurance at a lien on the Property; (b) yearly leasthold payments or ground rent on the Property; if any; (c) yearly yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mongage insurance premiums, if any; (e) yearly mongage insurance of paragraph 8, in lieu of the psyroent of mongage insurance mentions. These tiems are called the provisions of paragraph 8, in lieu of the psyroent of mongage insurance mentions are called the provisions of paragraph 8, in lieu of the psyroent of mongage insurance mentions. These tiems are called the maximum "Escow items," Lender may, at any time, collect least effect for a federally related mongage ions may require for Borrower's engrow account under the amount a lender for a federally related mongage ions may require for Borrower's engrow account under the any lime, collect and hold Funds in an amount not to exceed the lesser amount. If to, Lender may, it are the collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amy lime, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amy lime, collect and hold Funds in an institution whose deposits are insured by a federal agency, instrumentality, or entiry finds, annually analyzing the escrow account, or verifying the Escrow leans, unlass Lender pays Borrower Funds, annually analyzing the escrow account, or verifying the Escrow leans, unlass Lender may applicable law provides

क्किन्दसंस्था (1301)

144241

COSTBLET LIBER:07641 PAGE:911 10:84A 09/18/1997 CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

| 23. Riders to this Security Is together with this Security Instrume into and shall amend and supplement were a part of this Security Instrume (Check applicable box(es)) | at, the coverants and to t the coverants and to | agreements of this Securi | ch rider shall be incorpora | ired |
|--|---|--|--|--|
| XX Adjustable Rata Rider Gradossed Psyment Rider Balloon Rider VA Rider | | evalopmen. Rider – C ast Rider – C | Biweekly Payment Rid Second Home Rider | er |
| BY SIGNING BELOW, Box Security Instrument and in any rider Witnesses: Checky S. Johnson, MICHELE MASSAGLU STATE OF MICHIGAN, Maconi The foregoing instrument was by Gary Mayne Swith and Dawn Lyndt My Commission Expires: GREGORY S. J. NOTARY PUBLIC MACONI DV CAMMISSION EXIT | -Nitriess -Nitriess -Nitriess -Nitriess -Nitriess -National | Gary Wagne Smith Gary Wagne Smith County Dawn Lynette Smi County me this August 25, twife Holding To: Stepha Rock F | cettle In (s) ith Barr (s) 1997 (date) | (a) (a) (a) (a) (a) (a) (a) (a) (a) (a) |
| -BR(Mij steen | Paga 7 cf | , | Form 3023 8 | / e ō |
| , [] | · , | | | } |

C0578127 LIBER:07641 PAGE:912 18:04R 09/18/1997 CARMELLA SABALISH MACOMB COUNTY, MI REG/DEEDS

ADJUSTABLE RATE RIDER

(LIROR 6 Month Sudex (As Published in The Wall Street Journal) - Rate Caps)

August THIS ADJUSTABLE RATE RIDER is made this 25th day of , and is incorporated into and shall be deemed to amend and supplement the Mottgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the 'Note') to Rock Financial Corporation

(the "Lender") of the same date and covering the property described in the Security Instrument and located at;

7003 Westminster Warren, HI 48091 [Property Addres]

THE HOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT, THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Socurity instrument, Bottower and Lender further coverant and agree as follows:

A. Interest rate and monthly payment changes 10.800 %. The Note provides for changes The Note provides for an initial interest rate of in the interest rate and the mouthly payments, as follows: 4. Interest pate and monthly payment changes **729th** (A) Change Dates , 1999 and on that The interest rate I will pay may change on the fleat they of August day every 6t/1 month t'ereafter. Each date on which my interest rate could change is called a "Change Date." (B) The Index Beginning with the first Change Date, my laterest rate will be based on an index. The "Index" is the average of interbrak offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is exited the "Current Index." If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice. (C) Calculation of Changes Refore each Change Date, the Note Holder will calculate my new interest rate by adding Five and percentage point(s) (Sixty-Five-Hundredths to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my MULTISTATE ADJUSTABLE RATE RIDER - LIBOR & MONTH INDEX (AS FUELISHED IN THE WALL STREET JOURNAL) Form 3138 6/64
Single Family - Fessie Mee Uniform Instrument new interest rate until the next Change Date. 11014 SHER -VMP MOREGRAPH FORMS - 14900121722 V

1517732

C05781E7 LIBER:07641 PAGE:913 10:04A 09/18/1997 CARMELLA EDBAUGH-MACOMB COUNTY, MI REG/DEEDS

The Note Holder will then determine the amount of the manthly pryment that would be sufficient to repay the unpuid principal that I am expected to owe at the Change Date in full on the Mannity Date at my new inter rate in substantially equal payments. The mult of this calculation will be the new amount of my monthly

(II) Limits on Interest Rate Changes The interest rate I am required to pay at the first Change Date will not be greater than as than 10.800 %. Thereafter, my laterest rate will never be increased. 13,800 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One %) from the rate of interest I have been paying for the pre-ter be greater than 16.800 *%. UNLY I percentage point(s) (Six months 1.000 INITIAL months. My interest rate will never be greater than * OR LESS THAN 10.800 (E) Effective Date of Changes My new interest rate will become affective on each Change Date, I will pay the amount of any una payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again. (F) Notice of Changes The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows: Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Institute at. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Leader also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferre as if a new form were being made to the transferre; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan examption and that the risk of a breach of any envenant or agreement in this Security Instrument is acceptable to Lender. To the extent permitted by applicable law, Londer may charge a reasonable fee as a condition to Londer's consent to the loan assumption. Lender also may require the transferre to sign an assumption agreement that is acceptable to Lender and that obiligates the transferre to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will configure to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing. If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice that I provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all areas secured by this Scenticy Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this Adjustable Rate Rider. (Scal) (Scal) ·Bostawat (Scal) Domowit. .Boggwes Form 3138 6/94 Page 2 of 3 **(10)**43**18** (1169)

C0672984 LIBER:07944 PAGE:211 08:30R 03/23/1998 CARNELLA SORQUEH-MACCUMB COUNTY, MI RED/DEEDS...

ASSIGNMENT OF MORTGAGE

7110074 5397196304

In consideration of value received, the undersigned hereby sets over, assigns and transfers unio:

NationsCredit Home Equity Services

Whose address is:

Witnessed By:

225 E. John Carpenier Freeway, # 600

living, Texas 15062

all its rights, tills and interest of undersigned in and to that certain Real Estate Mortgage dated August 25, 1997 executed by Garry Wayne Smith and Dawn Lynette Smith, husband and wife

to Rock Financial Corporation

and whose principal place of business is 42627 Garfield Rd., Suite 211, Clinton and records County Office of Michigan described bereinanter as follows: and recorded in Liber County Records.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. SUBJECT TO COVENANTS OF RECORD.

Community known as: 7003 Westminster, Warren, HI 48091

| WHITH MILETY | ₹r |
|-------------------|------|
| I down Procession | nson |

This instrument was prepared by and record and return to: Stephanie Julian Rock Financial Corporation 30600 Telegraph Rd. 4th Floor Bingham Farms. MI 48025 Commonwealth/State of Michigan Country of Cakland

County of Oak land

By: Jané Rice Thic: Funding Manager

Dated: August 25, 1997

Address: 20600 Telegraph Road, Fourth Floor Bingham Farms, HI 40025

Assignor: Rock Financial Corporation

The foregoing instrument was acknowledged before me this August 25, 1997

by Jane Rice Funding Manager

of Rock Financial Corporation , a Michigan

corporation, on behalf of the said corporation.

Hotel Public Compart of 1800 By Consular From Feb. 10, 180

LISA CHRISTONSEN Notary Publics Calciums County, Mil My Commence Engrys Phy. 10, 1999

Lincoln Title Company - Committeent No. 97-1607 37060 Garfield Road Michigan Assignment of Horizon 1/07 (All 2008) 107-160 107

Vale mortoage forme - mod/821-729 ?

1516104

Suite 12

Clinton Township, HI 48036

Exhibit "A" 7/10076 Michigan Assignment of Mortgage Given By: Gary Wayne Smith and Dawn Lynette Smith

LOT 78, INCLUDING THE ADJOINING 1/2 OF THE VACATED ALLEY AT THE REAR THEREOF, KROLL GARDENS SUBDIVISION, AS RECORDED IN LIBER 7. PAGE 10 OF PLATS. MACONB COUNTY RECORDS. COMMONLY KNOWN AS: 7003 HESTMINSTER Tax Parcel#: 13-33-411-025

9134834 Page 1 of 5 LIBER 26360 PAGE 201 11/26/2019 06:06:29 PM Macomb County, MI SEAL Fred Miller, Clerk/Register of Deeds Receipt # 82561

MORTGAGE

AFTER RECORDING, RETURN TO: Community Choice Credit Union 31155 Northwestern Hwy Farmington Hills, MI 48334

| TAX ID NUMBER 50-12-13-33-411-026 | |
|---|--|
| THIS MORTGAGE is made on | , between the Mortgagor, |
| Dawn Lynette Smith and Gary W. Smith, wife and husband | |
| whose address is | |
| whose marital status is Married Community Choice Credit Union | (herein "Borrower"), and the Mortgagee, a corporation organized |
| and existing under the laws ofMichigan whose address is | |
| 31155 Northwestern Hwy Farmington Hills, MI 48334 | (herein "Lender"). |
| WHEREAS, Borrower is indebted to Lender in the principal indebtedness is evidenced by Borrower's note dated11/2 thereof (herein "Note"), providing for monthly installments indebtedness, if not sooner paid, due and payable on11/21 | sum of U.S. \$ 20,000,00 , which 21/2019 and extensions and renewals of principal and interest, with the balance of 1/2029 ; |
| TO SECURE to Lender the repayment of the indebtedness of payment of all other sums, with interest thereon, advanced in this Mortgage; and the performance of the covenants and agree does hereby mortgage, grant, warrant and convey to Lender property located in the County of MACOMB | accordance herewith to protect the security of |

Lot 78, including the adjoining one-half of the vacated public alley at the rear thereof, Kroll Gardens Subdivision, according to the plat thereof as recorded in Liber 7, Page 10 of Plats, Macomb County Records.

| which has the address of | 7003 Westminster Avenue | | |
|------------------------------|-------------------------|----------|------------|
| | (Strett) | | |
| Warren | | Michigan | 48091 |
| | (Öliy) | | (Zip Code) |
| /herein "Property Address"): | | | |

(nerem "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully selsed of the estate hereby conveyed and has the right to mortgage, grant, warrant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Property against all claims and demands, subject to encumbrances of record.
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender. If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bilis, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any Interest or earnings on the Funds. such interest to be paid, Lender shall not be required to pay Borrower any Interest or earnings on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional

security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount approaches the amount of the due dates. prior to the due dates of taxes, assessments, insurance premiums and ground tents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds hald by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount

necessary to make up the deficiency in one or more payments as Lender may require.

| REQUES | T FOR NOTICE OF DER | AULT AND FORECLOSUS | RE | |
|--|--|--|---------------------------|--|
| Borrower and Lender request, which has priority over this Mortgage, of any default under | | | | |
| IN WITKESS WHEREOF, Borrower | has executed this Mor | gage. | | |
| XL Jan School | | | | |
| DAWN LYNETTE SMITH | Borrower Signature | | _ | |
| x Kangle Su | Typed Name | | • | |
| GARY W SMITH | Borrower Signature | | | |
| X | Typed Name | ped Name | | |
| | Borrower Signature | | - | |
| X | Typed Name | | - | |
| | Borrower Signature | | • | |
| Manager the Alexander Manager to the territory | Typed Name | 104000 | • | |
| Community Choice Credit Union Loan Originator Organization | · · · · · · · · · · · · · · · · · · · | 451369 NMLSR ID Number | | |
| ERIC KALINSKI | | 1627247 | | |
| Loan Originator | · · · · · · · · · · · · · · · · · · · | NMLSR ID Number | - - | |
| STATE OF MICHIGAN, MACOMB | | County ss: | | |
| The foregoing instrument v County, Michigan, on <u>November</u> wife and husband | vas acknowledged befo 21st 2019 | re me in <u>MACOMB</u> by <u>Dawn Lynette Sm</u> | ith and Gary W. Smith, | |
| | | | | |
| Anna G. Maria Clac Notary Signature | | Public Olate of Michigan | | |
| <u>Proces Mont CEC.c</u> Typed Notary Name | NOTA INOTA | ry Public, State of Miphiga | County | |
| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | My o | commission expires: \(\sum_{\text{NA}} \) ng in \(\text{MACOMB} \) | NOV DOD3 County | |
| This instrument was prepared by _ | ANNAMARIE DORMA | | of | |
| 31155 Northwestern Hwy | Farmington Hills | (Name) MI 48334 | | |
| V 100 10101110010111111 | (Address) | | | |
| | | | | |
| | AMANDA MARIE C Notary Public - State County of Oa My Commission Expire Acting in the County of | of Michigan kland es Jan 1, 2023 | | |



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320 WARREN, MI 48093-5284 (586) 574-4604 Fax (586) 574-4517 www.cityofwarren.org

August 16, 2024

Mindy Moore, Council Secretary

RE: Resolution for 7584 Chalmers (house and shed) Nuisance Abatement

Honorable Council Secretary:

The approval of a resolution is necessary for the demolition of a house and shed at **7584 Chalmers** which is under the nuisance abatement program.

Attached, please find the appropriate resolution and place on the <u>September 10, 2024 consent agenda</u> for an <u>October 8, 2024</u> City Council Meeting.

Thank you for your cooperation in this matter.

Sincerely,

Dave Muzzarelli, Director Department of Public Service

Read and Concur.

Approved:

City Attorneys Office

Read and Concur,

Approved:

Lori M. Stone, Mayor

Cc: Building



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

AUG 19 2024

Fax (586) 574-4517 www.cityofwarren.org

August 16, 2024

CITY ATTORNEY'S OFFICE

City Attorney

RE: Vacant, dilapidated one story house (640 sq. ft.) with crawl space and wood shed with attached dilapidating animal shelter and debris at:

7584 Chalmers 13-33-280-011

LOT 1017 PIPER'S VAN DYKE SUBIDIVISION NO. 4, according to the plat thereof as Recorded in Liber 4, Page 92 of Plats, Macomb County Records.

Interested Parties:

Kelly J. Smith

Kimberly S. Lambert

Macomb County Treasurer

Submitted herewith is a copy of a report prepared by our Division of Buildings and Safety Engineering on the above-noted nuisance abatement proceeding.

A hearing was scheduled and held on **May 30, 2024** After all evidence was heard, the hearing officer found that a dangerous condition does, in fact, exist on the subject property, and ordered the nuisance abated. A request is hereby made that a public appeal hearing be scheduled at the next available regularly-scheduled meeting and noticed before the City Council, to allow the owner opportunity to show cause why this order should not be enforced.

Please make the appropriate dispositions.

Sincerely,

Dave Muzzarelli

Public Service Director

cc: Mayor
Division of Building
Dept. of Property Maintenance
City Controller
City Clerk w/ attachment
City Assessor

Nuisance Abatement 7584 Chalmers 13-33-280-011

RESOLUTION APPROVING PUBLIC NUISANCE DETERMINATION

| A regular meeting of the council of the City of Warren, County of Macomb, Michigan, |
|--|
| held on at 7 p.m. Eastern Time, in the council |
| chamber of the Warren Community Center, 5460 Arden, Warren, Michigan. |
| PRESENT: Council Members |
| |
| ABSENT: Council Members |
| ABOLITI. Ocurion mombero |
| The following preamble and resolution were offered by Council Member |
| and supported by Council Member |
| On May 30, 2024 a hearing was held before the Hearing Officer for the City of Warren to |
| determine whether a nuisance exists in violation of Section 9-165 thru 9-175 of the Warren |
| Code of Ordinances upon the following described property: 7584 Chalmers |
| Parcel No. 13-33-280-011 |
| Known as: LOT 1017 - PIPER'S VAN DYKE SUBDIVISION NO. 4, according to the plat |
| thereof as recorded in Liber 4 Page 92 of Plats, Macomb County Records. |

The Hearing Officer determined that a public nuisance did in fact exist on the subject

Property indicated in violation of the Code of Ordinances, Chapter 9, Article VI, Division 2 to wit:

Warren Code of Ordinances paragraph:

- 8. A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.
- A building or structure is vacant, dilapidated, and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.
- 10: A building or structure that remains unoccupied for a period of one hundred eighty (180) consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the Occupational Code, Act No. 299 of the Public Acts of 1980.

Determination: Unfit for human habitation and remains unoccupied.

The Hearing Officer has ordered the nuisance be abated by demolition. The City Clerk has notified the subject property's owner(s), occupant(s), or other interested parties, and all property owners or occupants located within three hundred (300) feet of the subject property, of the Hearing Officer's Order of determination of the existence of a public nuisance, and of the date, time and location of the Hearing Officer's Appeal Hearing.

On this date stated above, the council of the City of Warren held an Appeal Hearing of the Hearing Officer's determination that a nuisance exists upon the subject property.

NOW, THEREFORE, IT IS RESOLVED, that after due consideration, it is the opinion of the council of the City of Warren that the determination of the Hearing Officer shall be approved that the vacant, dilapidated one story house (640 sq. ft.) with crawl space and wood shed with attached dilapidating animal shelter and debris at: 7584 Chalmers has created a dangerous condition as defined by Section 9-165 thru Section 9-175, which constitutes a public nuisance, and shall be abated in accordance with the Order of the Hearing Officer.

IT IS FURTHER RESOLVED, that the nuisance shall be abated within sixty (60) days of

this Appeal Hearing date, and if the nuisance is not abated within the time limit, the Director of Public Service is hereby instructed to direct the removal of the nuisance by the proper department of the City.

IT IS FURTHER RESOLVED, that the demolition bid awarded to the lowest priced qualified contractor, who meets the bid specifications, is hereby approved.

IT IS FURTHER RESOLVED, that the owner(s) of the subject property is hereby notified that a charge for these nuisance proceedings, which includes all administrative costs and costs incurred by the City's personnel or private contractor(s), will be incurred and owed to the City.

IT IS FURTHER RESOLVED, that the Director of Public Service shall keep an accurate record of all expenses incurred in connection with the removal of the nuisance. Upon the completion of any work performed to remove the nuisance, the Director of Public Service shall bill the subject Property's owner(s) for the amount owed, which shall be paid to the City within thirty (30) days.

IT IS FURTHER RESOLVED, that if the expenses incurred by the City in connection with the removal of the nuisance are not paid within the time specified, the City Attorney's Office will be directed to institute collection proceedings, including but not limited to, any civil action that may be available. Accordingly, the Director of Public Service shall charge a special assessment, (SAR) against the subject property for any unpaid nuisance removal expenses.

IT IS FURTHER RESOLVED, that the City Clerk shall record a certified copy of this Resolution Approving Public Nuisance Determination with the Macomb County Register of Deeds.

IT IS FURTHER RESOLVED, that after the removal of the nuisance, the Director of Public Service shall record a Certificate of Removal of Notice of Nuisance Abatement Proceedings with the Macomb County Register of Deeds.

| AYES: Council Members | | | |
|---|----------------|---------------------------|-----------------------|
| NAYS: Council Members | | | |
| RESOLUTION DECLARED ADOP | ΓED this | day of | <u>,</u> 2024. |
| | N | findy Moore, Secreta | ry of the Council |
| | CERTIFIC | CATION | |
| STATE OF MICHIGAN)) SS. COUNTY OF MACOMB) | | | |
| I, SONJA BUFFA, duly el | ected City Cle | erk for the City of V | Varren, Macomb County |
| Michigan, hereby certifies that the f | | | |
| by the council of the City of War 2024. | ren at its me | eting held on | |
| | | SONJA BUFFA City Clerk | |
| When recorded return to: One City Square City Clerk, Suite 205 Warren, Michigan 48093-2393 | | y's Office | |

NUISANCE ABATEMENT - Dangerous Buildings Warren Code of Ordinances Chapter 9, Article VI, Division 1 and 2

| SPECIFICS FOR CITY COUNCIL | Date <u>7/23/2024</u> | | |
|--|--|--|--|
| Property Address 7584 Chalmers | Owners Name Kelly J Smith | | |
| Sidwell 12-13-33-280-011 | Owners Address 7527 Studebaker | | |
| Subdivision Pipers VanDyke sub no.4 lot1017 L.4 P.92 | Owners City Warren, Ml Zip 48091 | | |
| Date of Complaint/Discovery 4/16/2024 | Agent | | |
| Ord. Sec. 9-165, Par, Violation #8, #9 & #10 | Agent Address | | |
| Specifics: 1 | | | |
| Building Size 640 sq. ft. | Type Exterior vinyl siding Story1 | | |
| Has: foundation, piers, crawl space, basement crawl Accessory Building Size(s) 1 Garages 2 Sheds Wood shed with attached dilapidating at 3 Other Lot Size | | | |
| Utilities Connected unable to determine | | | |
| Date of Nuisance Abatement Hearing 5/30/2024 | | | |
| Owner or representative appearing at hearing FTA Date/Postings 1 Unsafe structure 4/16/2024 Posted Unsafe Str 2 No Occupancy - C/O required 3/25/2024 posted 3 Stop work 4 Re-postings | vacant for City Certification | | |
| 3 Mechanical | | | |
| Assessed Value \$30,500 2024 SEV Length of Vac | ancy Approx 4 yrs Year Home Built 1940 | | |
| Taxes paid/pending 2021 taxes foreclosed/ 2022-2023 for | given due to foreclosure | | |
| Comments & Other Removal: Remove all accessory str | uctures from front yard | | |
| | | | |
| | | | |

Attachments



Uploaded On:

Wednesday, March 27, 2024 12:30 PM

Additional pictures for Public Service & Mayor

PHOTOS PRIOR TO BLIGHT BUSTER
CLEAN UP.



Wednesday, March 27, 2024 12:30 PM



Wednesday, March 27, 2024 12:30 PM



Wednesday, March 27, 2024 12:30 PM

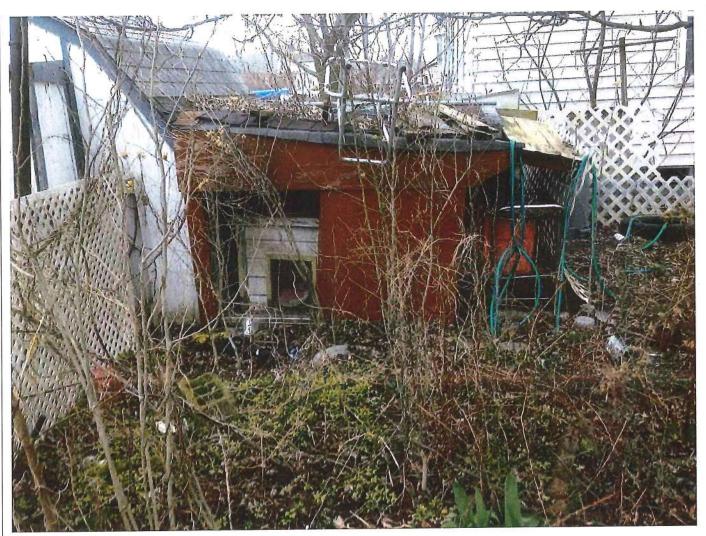


Uploaded On:

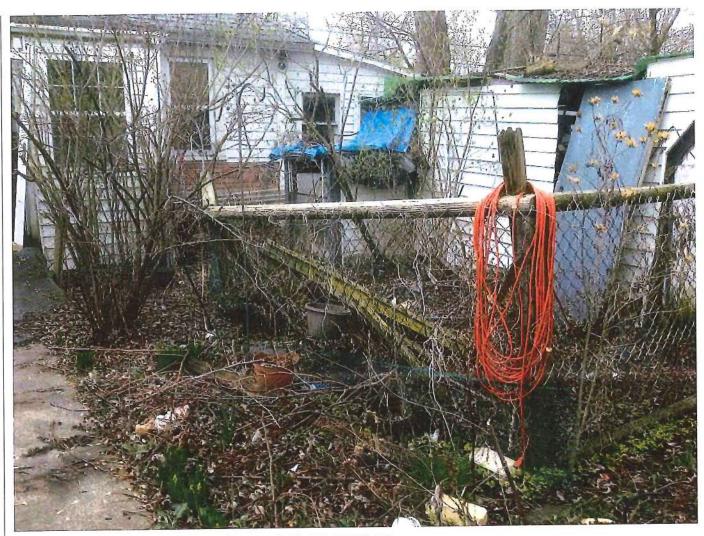
Wednesday, March 27, 2024 12:30 PM



Wednesday, March 27, 2024 12:30 PM



Wednesday, March 27, 2024 12:30 PM



Uploaded On:

Wednesday, March 27, 2024 12:30 PM



Wednesday, March 27, 2024 12:30 PM



Wednesday, March 27, 2024 12:30 PM



Wednesday, March 27, 2024 2:45 PM



Wednesday, March 27, 2024 2:45 PM



Uploaded On:

Wednesday, March 27, 2024 2:45 PM



Uploaded On:

Wednesday, March 27, 2024 2:45 PM



Uploaded On:

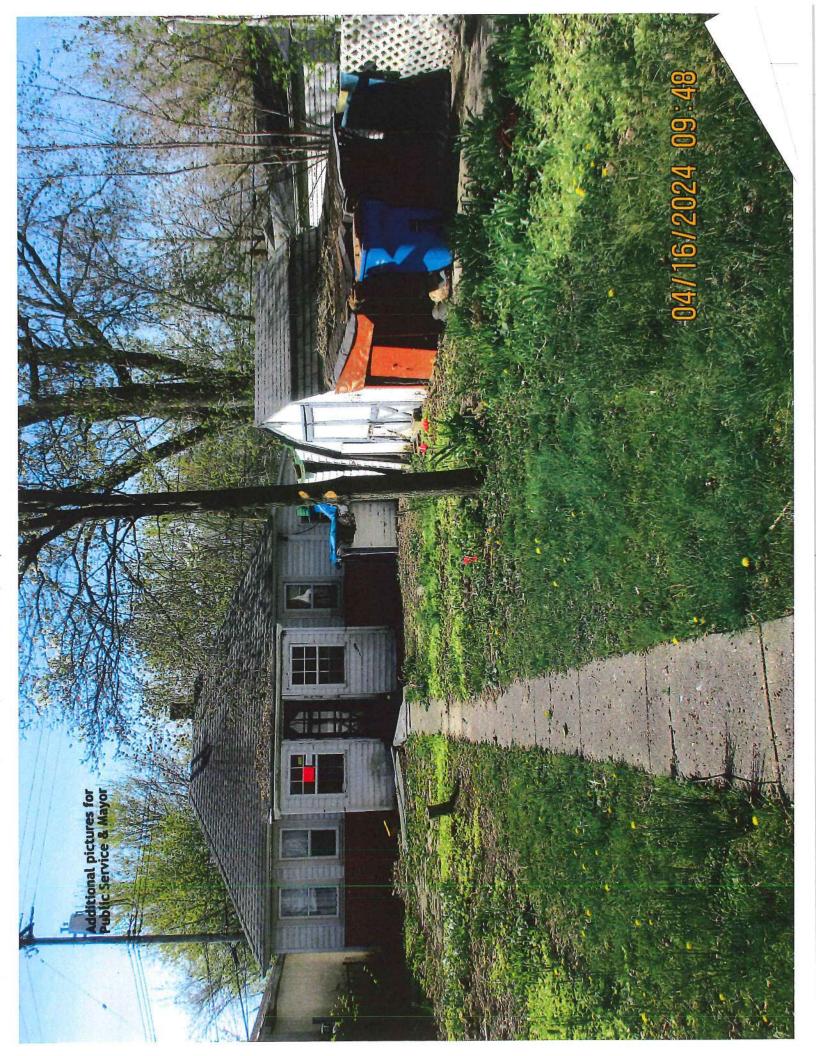
Wednesday, March 27, 2024 2:45 PM



Wednesday, March 27, 2024 2:45 PM

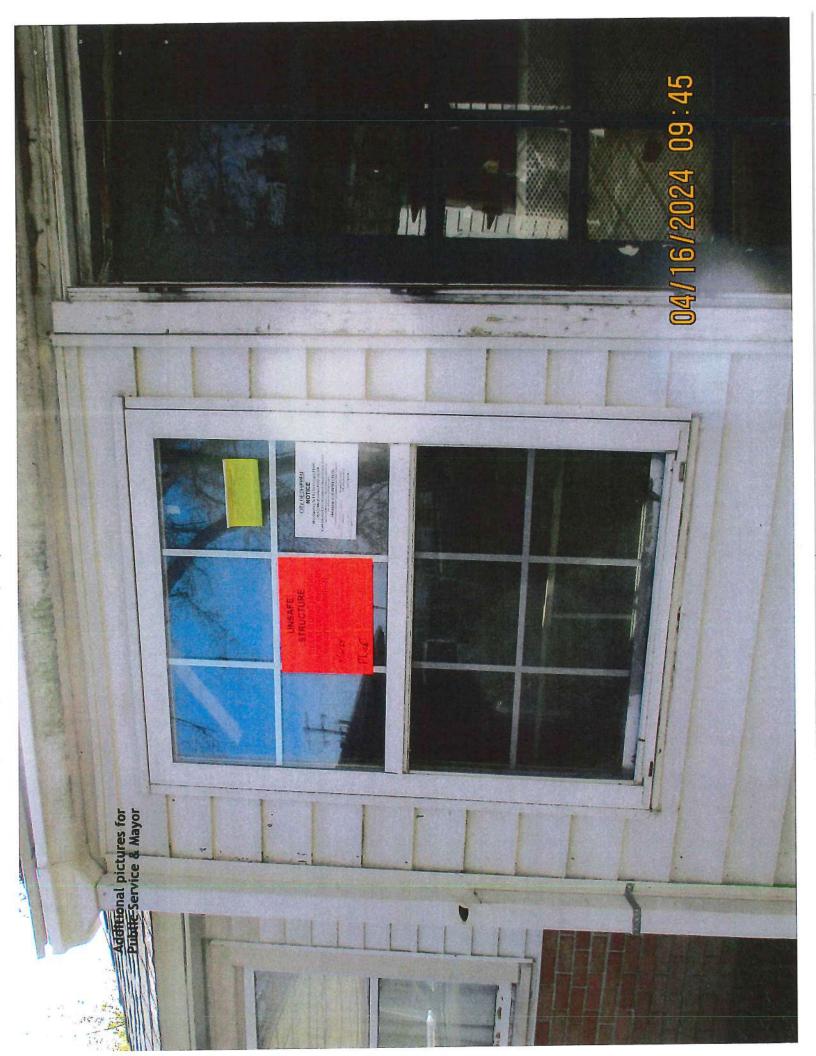


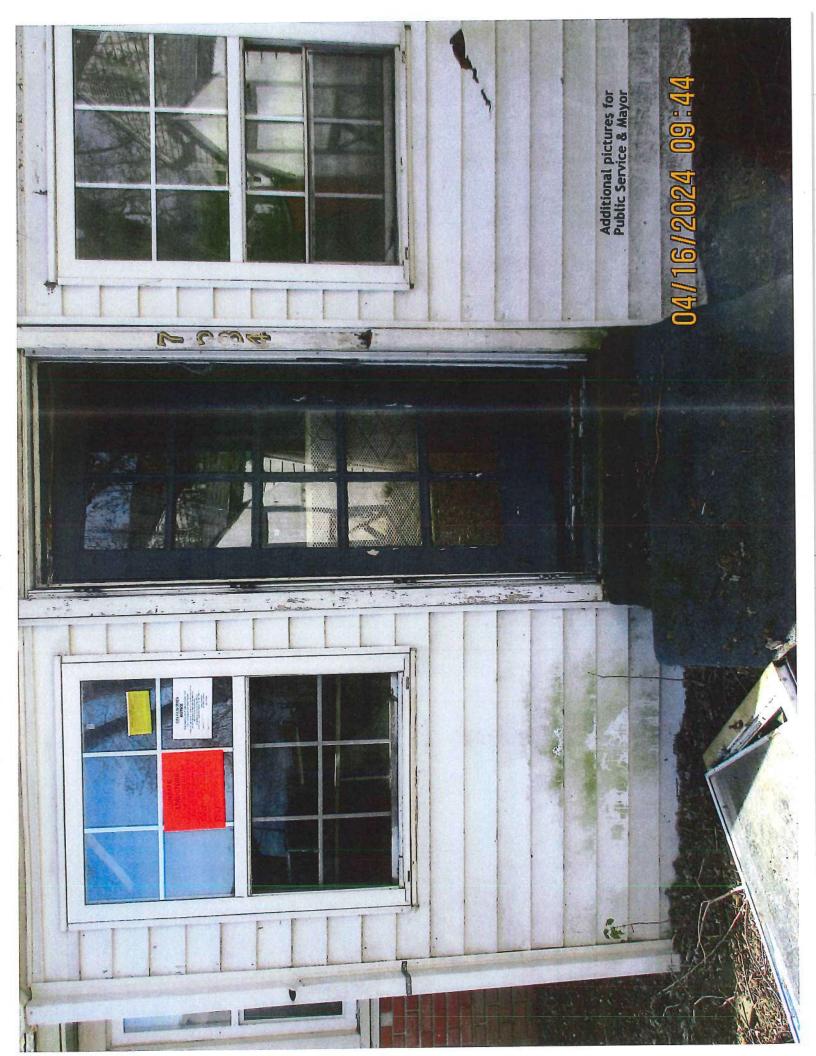
Wednesday, March 27, 2024 2:45 PM

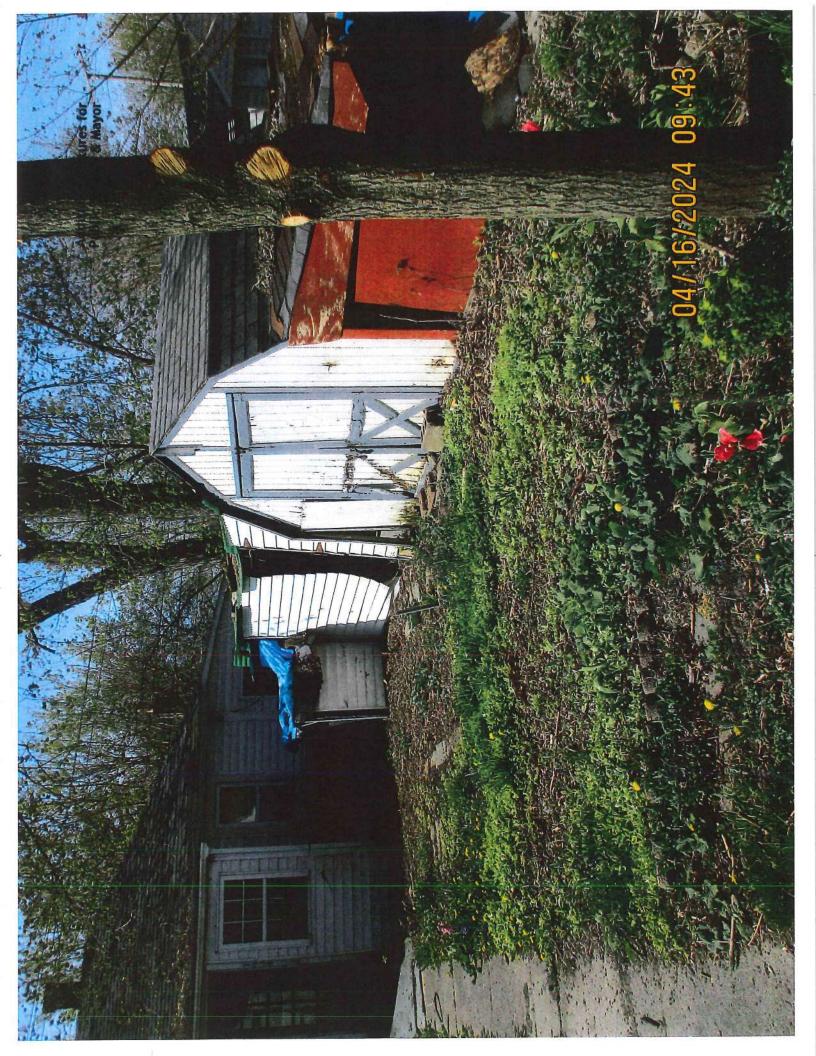




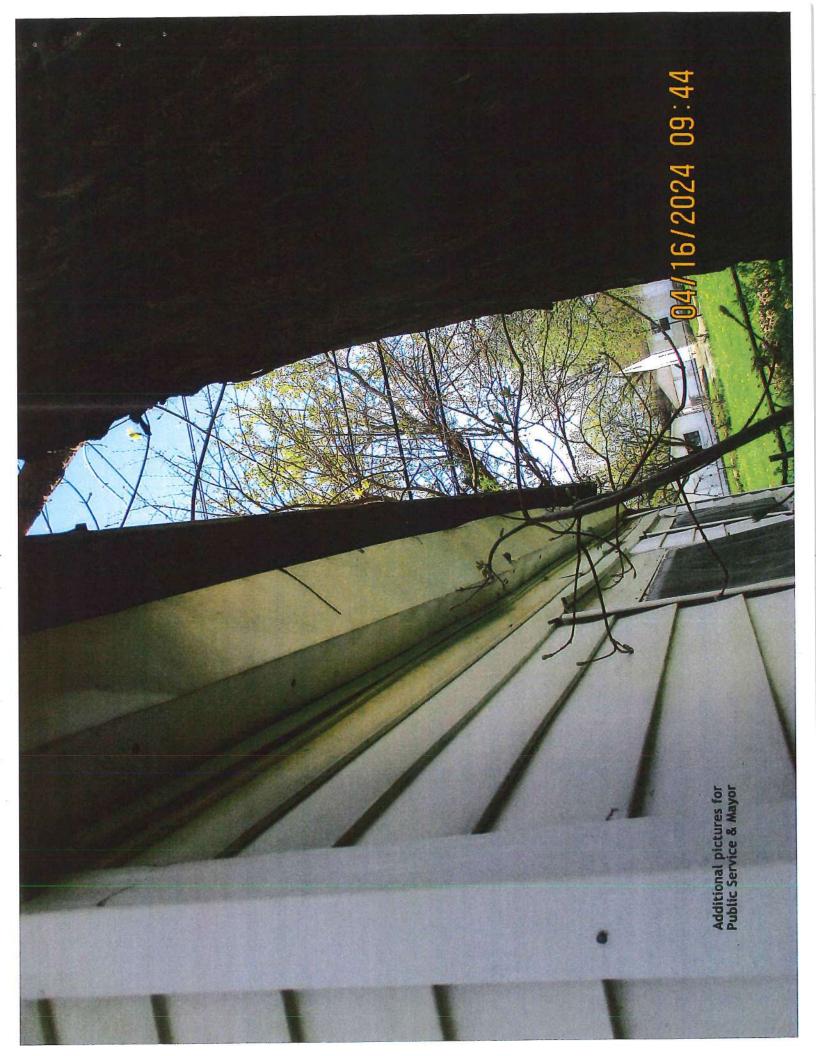


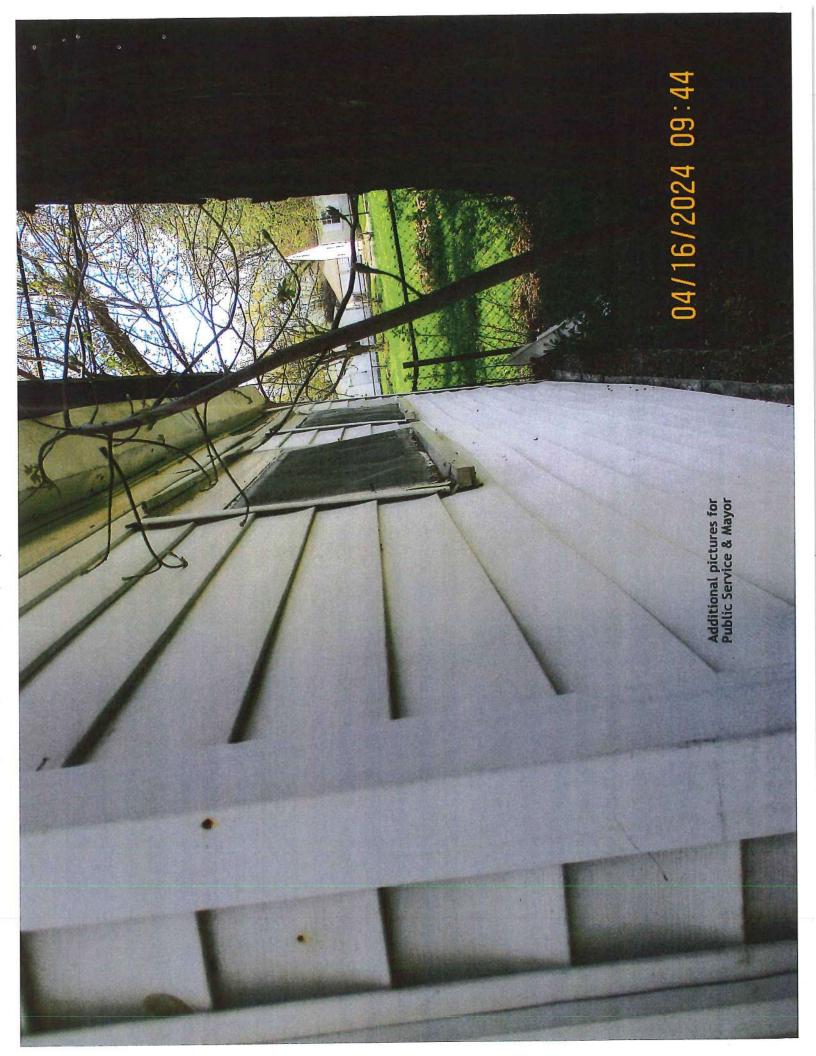


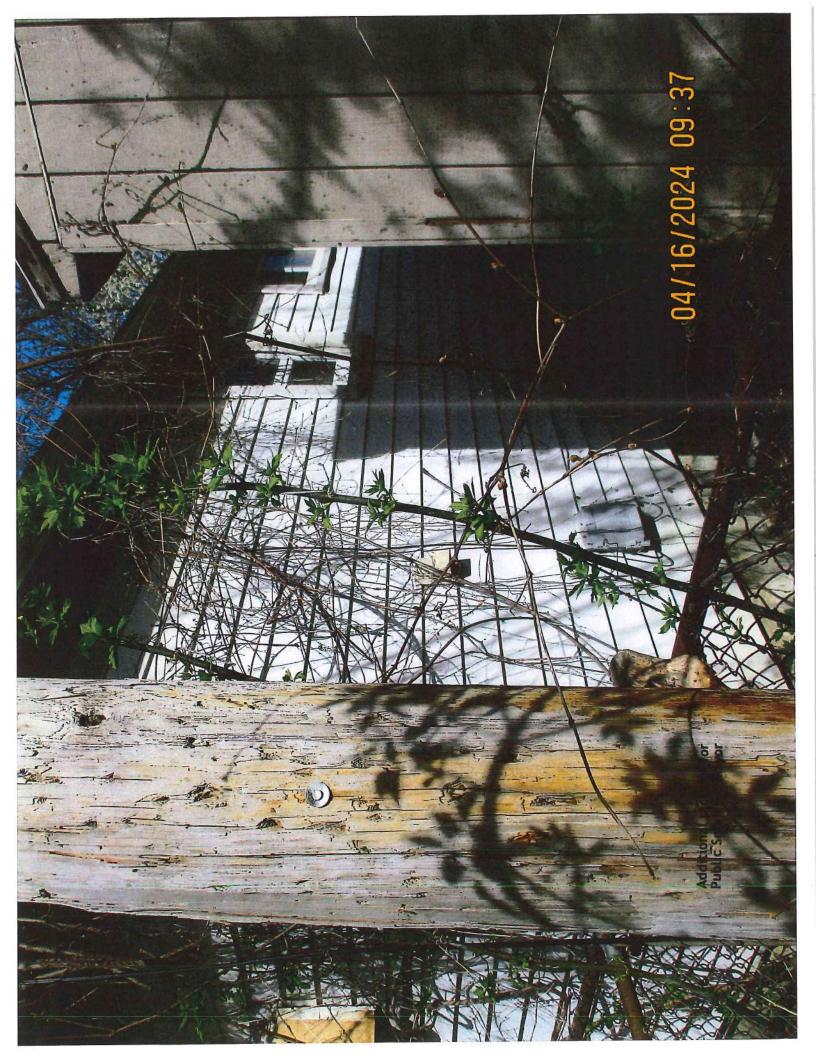




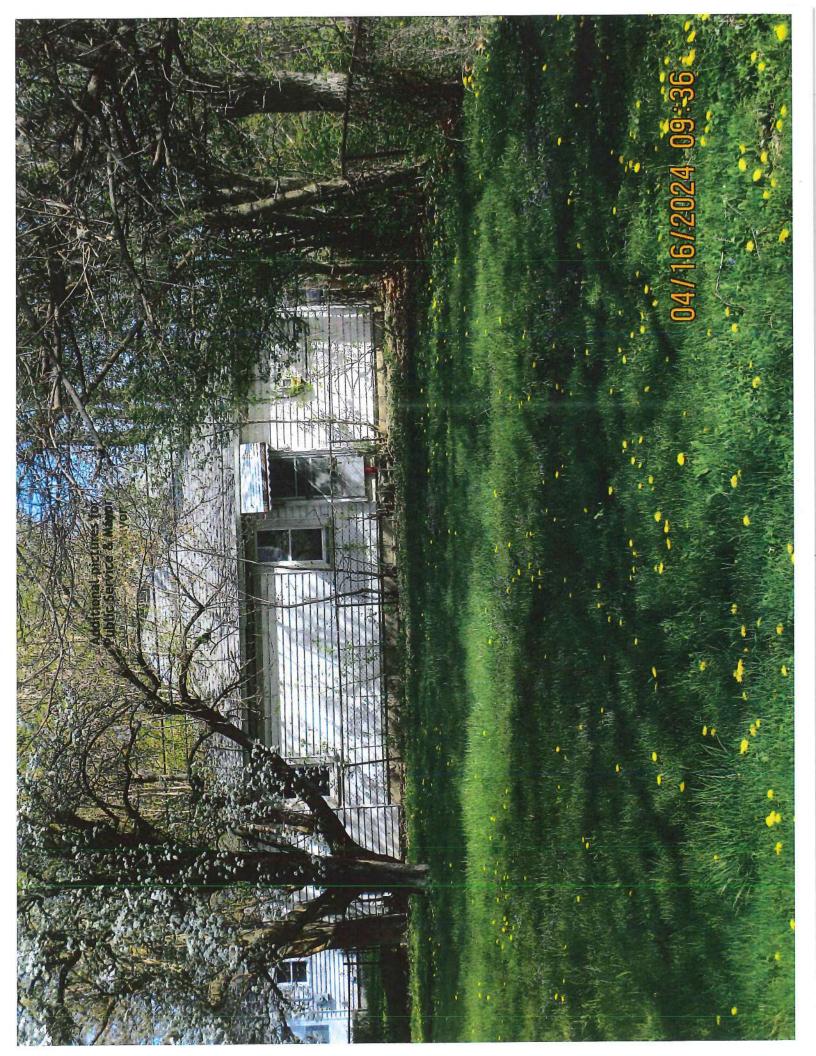


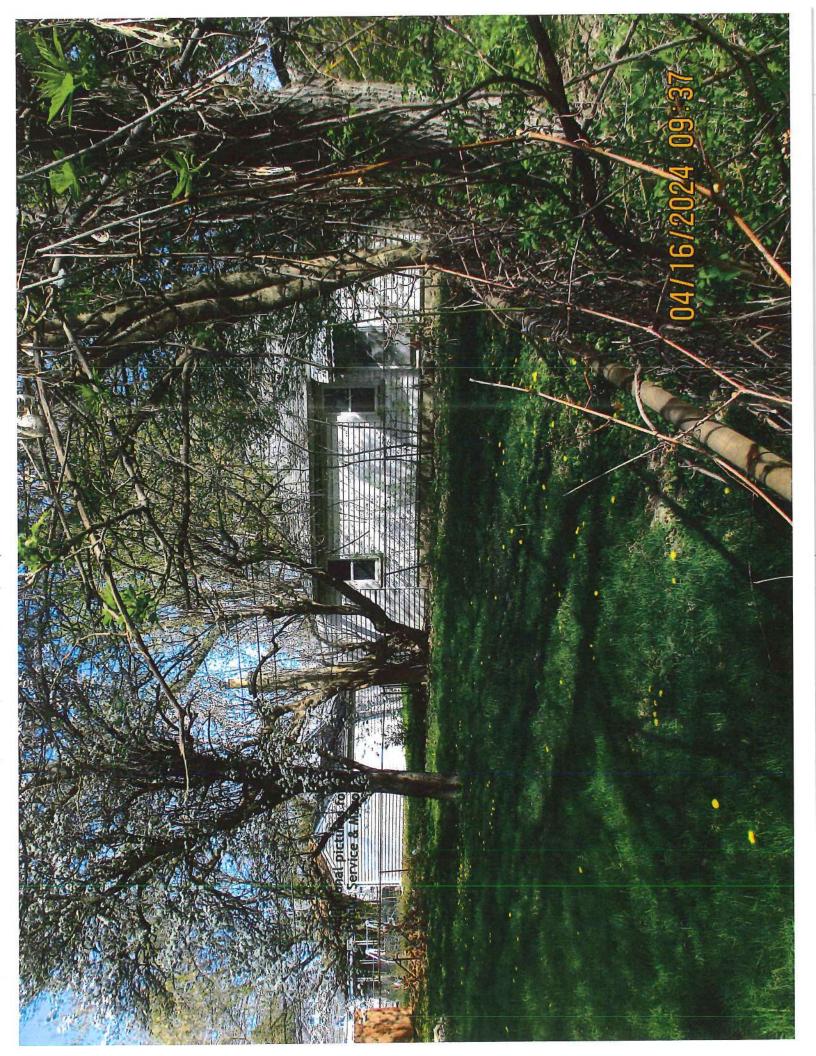


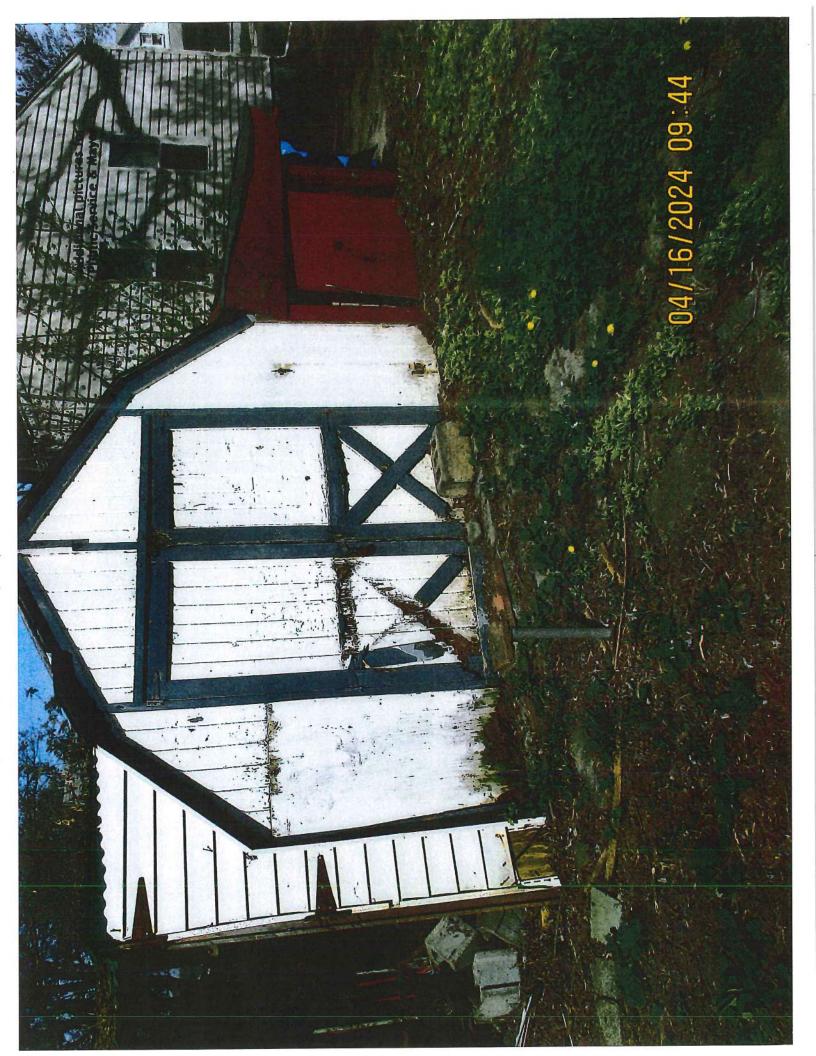












CITY OF WARREN ORDER

ABATEMENT BY DEMOLITION

| | g Attendees | | |
|---------------|---|---------|-----------------|
| Re: Admini | strative Hearing - Property Maintenance Ordinance | | |
| Division of I | Buildings and Safety Engineering | Date:_ | May 30 2024 |
| Officer: M | ichael Swafford | Title:_ | Hearing Officer |
| Property De | escription: | | |
| Name: Kell | y J Smith | | |
| Address: 7 | 584 Chalmers Warren , MI 48091 House | | |
| Legal Desc | ription: PIPERS VAN DYKE SUBDIVISION NO 4 LOT 1 | 017 | |
| Tax I.D. Nu | mber: 12-13-33-280-011 | | |
| Recorded in | Liber: 4 Page: 92 of Macomb County Records | | |
| Owner: | | | |
| Mailing | Name: Kelly J Smith | | |
| Address | Address: 7527 Studebaker. | | |
| | City: warren State: Ml Zip: 48091 | | |

An administrative hearing was held regarding the described property of the above date. The following conditions exist on this property, which make abatement by demolition necessary.

- 1.) 8: A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.
- 2.) 9: A building or structure is vacant, dilapidated, and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.
- 3.) 10: A building or structure that remains unoccupied for a period of one hundred eighty (180) consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the Occupational Code, Act No. 299 of the Public Acts of 1980.

DETERMINATION: <u>unfit for human habitation & remains unoccupied.</u> It has been determined that this property cannot be restored to a condition necessary to meet the Ordinance requirements of the City of Warren in an economical manner. Based on the findings of this hearing, it is ordered that the nuisance as determined be abated by demolition no later than June 30, 2024.

Date

Attorney/Agent:

The owner is hereby notified that he/she is responsible to comply with this Order and is responsible for any and all administrative, boarding, demolition, clean up, or other costs incurred by the City to eliminate the dangerous condition of this property due to the owner's failure to comply with this Order.

Pursuant to Ordinance, Section 9-172, you may appeal the determination and order of the Hearing Officer to the City Council by filing a written notice of appeal with the Division of Buildings and Safety Engineering before the date specified for compliance.

| Michael Swafford, | Hearing | Officer |
|-------------------|---------|---------|
|-------------------|---------|---------|

CITY OF WARREN

NOTICE OF NUISANCE ABATEMENT PROCEEDINGS

An Administrative Hearing was held on May 30 2024 at One City Square, Warren, Michigan, between the Hearing Officer for the City of Warren, County of Macomb, State of Michigan, and the last-recorded owner of the property described as:

Owners Name: Kelly J Smith

Property address: 7584 Chalmers Warren, MI 48091 House

Property description: PIPERS VAN DYKE SUBDIVISION NO 4 LOT 1017

Tax I.D. Number: 12-13-33-280-011

Recorded in Liber: 4, Page: 92 of Macomb County Records

WHEREAS, it has been brought to the attention of the City of Warren that the owner of the above-described property has permitted a dangerous condition to exist, to wit:

- 1.) 8: A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.
- 2.) 9: A building or structure is vacant, dilapidated, and open at door or window, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers.
- 3.) 10: A building or structure that remains unoccupied for a period of one hundred eighty (180) consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the Occupational Code, Act No. 299 of the Public Acts of 1980.

and such conditions may endanger the health and welfare of the citizens in the immediate area; and specific conditions being: unfit for human habitation and remains unoccupied

WHEREAS, after investigation by the Division of Buildings and Safety Engineering of the City of Warren, after testimony was received and after due consideration, the Hearing Officer for the City of Warren has determined that a dangerous condition exists in violation of Sec. 9-165 or 9-166 of the Code of Ordinances and has ordered abatement pursuant to Chapter 9, Article VI, Division 2, Sec. 9-165 thru 9-175, of the City of Warren Code of Ordinances.

NOW, THEREFORE, BE IT KNOWN that any prospective buyer or assignee be on notice that the City of Warren has declared a nuisance to exist and ordered abatement pursuant to Article VI, Chapter 9 of the Code of Ordinances of the City of Warren.

BE IT FURTHER KNOWN that any prospective buyer or assignee of the above-described property may contact the Division of Buildings and Safety Engineering, located at One City Square, Warren, Michigan, and be informed of any pending-action on said property.

BE IT FURTHER KNOWN that the City Clerk shall record a certified copy of this notice with the Macomb County Register of Deeds.

| Haman | | | | |
|---------------------|-----|---------------------------------------|------------------------------------|--|
| | | • | Michael Swafford , Hearing Officer | |
| | | CERTIFICATION | | |
| STATE OF MICHIGAN) | | · · · · · · · · · · · · · · · · · · · | | |
|) | SS. | | | |
| COUNTY OF MACOMB) | | | | |
| | | | | |

I, Sonja Buffa, duly-elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Lis Pendens: Notice of Nuisance Abatement Proceedings.

Sonja Buffa City Clerk

Drafted and Returned to: City Clerk

City of Warren One City Square, #205 Warren, MI 48093-2393

BUILDING DIVISION NUISANCE ABATEMENT MINUTES

May 30, 2024

In attendance:

Paul Lize, Building Inspector Laura Sullivan, Assistant City Attorney

The meeting was called to order by Michael Swafford, Hearing Officer.

7584 Chalmers (12-13-33-280-011) House All parties have been duly notified and letters were posted on the building in question.

Mr. Swafford declared the property a public nuisance there was a FTA at the meeting Vacant property, no water usage since 10-29-2020.

DETERMINATION:

Mr. Swafford declared a public nuisance sending to public service for removal

Audience Participation

None

21611 Conners (12-13-33-401-010) House & Garage All parties have been duly notified and letters were posted on the building in question. No one appeared

Mr. Swafford allowed owner 15 days to pull city certificate for repairs

DETERMINATION:

Mr. Swafford will allow owner to repair property and monitor progress through city cert inspections..

Audience Participation

None

8619 Lozier (12-13-27-381-021) House & Garage All parties have been duly notified and letters were posted on the building in question. Owner Dale Toney appeared.

Mr. Swafford Declared property a public nuisance owner is deceased neighbor showed for meeting stating the house is a nuisance to the street vacant and not taken care of and has been inside the property and its unlivable.

DETERMINATION:

Mr. Swafford declared a public nuisance sending to public service for removal

Audience Participation

None

COLONIAL TITLE COMPANY

27500 Harper Ave. St. Clair Shores, MI 48081 Phone: (586)774-5950 Fax: (586)774-7040

FAX COVER LETTER

To:

Paul Lize

Company Name:

City of Warren - Building Division

Fax No.:

(586)574-4577

Email:

plize@cityofwarren.org

Customer No.:

2424774

Date:

May 4, 2024

From:

Shannon

Property Address: 7584 Chalmers, Warren, MI 48091

File No.:

24542

Message: Attached is your requested search and invoice. Please call Colonial Title Company with any questions or problems you may have. Thank you for your business.

ADDITIONAL COMMENTS:

Invoice

Remit payment to:

Colonial Title Company 27500 Harper Ave. St. Clair Shores, MI 48081

Billed to:

City of Warren - Building Division One City Square, Suite 305

Warren, MI 48093

Invoice number: 24542

Invoice date: May 3, 2024 Please pay before: May 17, 2024 Our file number: 24542

Your reference number: 2424774

Property:

7584 Chalmers Warren, MI 48091 **Macomb County**

DESCRIPTION

AMOUNT

Title Search Fee

85.00

Invoice total amount due:

\$ 85.00

COLONIAL TITLE COMPANY SEARCH REPORT

Record Search Furnished to:

Paul Lize

City of Warren - Building Division One City Square, Suite 305

Warren, MI 48093

Customer Reference Number: 2424774

This search consists of entries recorded with the Office of the Register of Deeds, based upon legal description herein.

This is not a Title Insurance Policy, and should not be relied upon as such. THIS IS NOT AN "ENVIRONMENTAL SEARCH".

In consideration of the issuance of this search, it is agreed that Colonial Title Company, shall not be liable for any loss of damage arising from incorrectness or incompleteness of this search unless such incorrectness or incompleteness is the result of the intentional omission or misdescription by the Company, with the formed intent of harming the applicant of the search. In no event, as evidenced by the charge for this search, does Colonial Title Company undertake any liability arising from:

- Consequential or punitive damages, loss of anticipated profits, costs of toxic waste cleanup or other loss so related;
- Any type of loss which would result from the accuracy of a determination that any street address given and legal description searched constitute the same premises;
- Any instrument (however designated) filed in the Office of the Register of Deeds pursuant to the Uniform Commercial Code P.A. 1962, No. 174, effective January 1, 1964; and/or
- Any records of the Circuit, Probate or other Courts nor any records other than the records in the Office of the Register of Deeds.

Covering property described as: 7584 Chalmers, Warren, MI 48091

We have searched the records in the Office of the Register of Deeds for Macomb County and find no conveyances describing said property in said office up to April 19, 2024 at 8:00am.

See attached Rider "B"

Colonial Title Company Stephen DeBates, President

RIDER "B" SEARCH OF TITLE

From examination of the records in the Register of Deeds Office, Macomb County, Michigan, up to April 19, 2024 at 8:00am.

PROPERTY DESCRIPTION:

Land Situated in the City of Warren, County of Macomb and State of Michigan described as follows:

Lot 1017 - Piper's Van Dyke Subdivision No. 4, according to the plat thereof as recorded in Liber 4, Page 92 of Plats, Macomb County Records.

Commonly Known As: 7584 Chalmers, Warren, MI 48091

Tax ID Number: 12-13-33-280-011

Kelly Jo Smith Apparent Owner:

Title Deed dated 01/06/2022, recorded 01/20/2022, in Liber 28381, Page 849, Macomb County Records. NOTE: No death certificate for Alvin Buston or probate court order was found recorded on public record.

Interest of Lydia Butson as evidenced by Quit Claim Deed dated 02/07/1962, recorded 02/07/1962, in Liber 1347, Page 134, Macomb County Records.

NOTE: Vital records search shows Lydia Butson passed in 1981; however, no death certificate was found recorded on public record.

NOTE: Macomb County BS&A shows that 2021 delinquent taxes were foreclosed upon this year. This is further evidenced by the Macomb Daily Postings for December 7, 14, and 21 released in 2023 noting the impending foreclosure on 7584 Chalmers. No judgment of foreclosure has been found recorded on public record evidencing this verdict as of yet.

Tax Parcel No.: 12-13-33-280-011 PAYMENT OF TAXES:

Address: 7584 Chalmers, Warren, MI 48091

2023 Winter Taxes in the amount of \$38.32 have been FORGIVEN DUE TO FORECLOSURE

2023 Summer Taxes in the amount of \$1,711.52 have been FORGIVEN DUE TO FORECLOSURE

2022 Taxes in the amount of \$1,380.65 have been FORGIVEN DUE TO FORECLOSURE

2021 Taxes in the amount of \$1,544.49 have been FORECLOSED

Special Assessments Included In The Current Year Tax Bills:

Amount: \$400.80 Period: Summer Desc: WATER

Special Assessments Separate From the Tax Bills: Must confirm with city

- 2023 State Equalized Value: \$30,500.00

- 2023 Taxable Value: \$24,979.00

Certificate of Forfeiture filed by the Macomb County Treasurer for non payment of the 2021 taxes dated 03/01/2023, recorded 04/04/2023, in Liber 29071, Page 41, Macomb County Records.

Certificate of Forfeiture filed by the Macomb County Treasurer for non payment of the 2022 taxes dated 03/01/2024, recorded 04/03/2024, in Liber 29536, Page 458, Macomb County Records.

The search did not disclose any open mortgages or deeds of trust of record.

Under this form of Search, this Company is not an insurer of the above Title, nor does it guarantee the Title or any evidence thereto and is not liable for any inaccuracies involving environmental searches or determinations. The liability is limited to the amount paid for the Search. Rider attached to and forming a part of Search No. 24542

> **Colonial Title Company** Stephen DeBates, President

7584 CHALMERS WARREN, MI 48091 (Property Address)

Parcel Number: 12-13-33-280-011 Account Number: 202938710



Item 1 of 2

1 Image / 1 Sketch

Property Owner: SMITH KELLY J

Summary Information

- > Residential Building Summary
 - Year Built: 1940
 - Full Baths: 1
 - Sq. Feet: 640
- Bedrooms: 0 - Half Baths: I
- Acres: 0.100
- > 11 Building Department records found
- > Assessed Value: \$30,500 | Taxable Value: \$24,979
- > 1 Special Assessment found
- > Property Tax information found
- Utility Billing information found

Owner and Taxpayer Information

Owner

SMITH KELLY J

7584 CHALMERS

WARREN, MI 48091-3003

Taxpayer

SEE OWNER INFORMATION

General Information for Tax Year 2024

| Property Class School District Notes PP CLASS / YEAR NOTES BUSINESS TYPE Historical District NOTES | NF7 - Patriot Place | Unit Assessed Value Taxable Value State Equalized Value Date of Last Name Change Notes Census Block Group Exemption | 12 CITY OF WARREN \$30,500 \$24,979 \$30,500 02/18/2022 Not Available Not Available No Data to Display |
|--|---------------------|---|--|
|--|---------------------|---|--|

Principal Residence Exemption Information

Homestead Date

02/17/2022

| | ************************************** | |
|---|--|------------|
| | June 1st | Final |
| | Principal Residence Exemption | 100,0000 % |
| į | 2024 100.0000 % | |

Previous Year Information

| | ! | | | М | BOR Assessed | Final SEV | | Final Taxable |
|--------------|-------|-----|---|--------|---|--------------|-------|---------------|
| Year 2023 | i | | , | | \$23,790 | \$23,790 | : | \$23,790 |
| | | | • | ** -** | \$19,260 | \$19,260 | · | \$9,437 |
| 2022 | · | • | | | \$16,810 | \$16,810 | | \$9,136 |
| 2021 | | - " | | | , | | * /// | |

Land Information

| Zoning Code Land Value Remaissance Zone | R-1-P \$7,320 No | in ———————————————————————————————————— | Total Acres Land Improvements Renaissance Zone Expiration Date | |
|---|------------------------------|---|--|-----------------------|
| ECF Neighborhood Lot Dimensions/Comments | VAN DYKE 33 Not Available | 4000 TES | Mortgage Code Neighborhood Enterprise Zone | No Data to Display No |

| | ! | Depth |
|--|--|--------------------------|
| 4-161 | Frontage | |
| Lot(s) | | 109.00 ft |
| | 40,00 ft | |
| Lot 1 | the state of the s | Average Depth: 109,00 ft |
| the second control of the second control of the con | Total Frontage: 40.00 ft | |
| | Iotal Frontage: 40.00 1 | |

Legal Description

PIPERS VAN DYKE SUBDIVISION NO 4 LOT 1017 L4 P92

Land Division Act Information

| Pate of Last Split/Combin Pate Form Filed Pate Created | No Data to Display 01/01/0001 | Number of Spilts Left Unallocated Div.s of P Unallocated Div.s Trai Rights Were Transfer | arent 0 | | |
|--|----------------------------------|--|---------------|-------------------|----------------------------|
| creage of Parent | 0.00 | Courtesy Split | Not Available | | |
| plit Number | O Company | | | | |
| arent Parcel | No Data to Display | | | | |
| ale History | | | | · | |
| Sale Date | Sale Price Instrument | Cranes | Grantee | Terms of Sale | Liber/Page ED 28381/849 |
| 01/06/2022 | \$0.00 · QC | BUTSON ALVIN | SMITH KELLY J | 33-TO BE DETERMIN | ED 50301/043 |
| uilding Information - | 640 sq ft 1 Story (Res | idential) | | | |
| General | | , | | • | |
| Floor Area | 640 sq ft | Estimated TCV | Not Available | | |
| Garage Area | 0 sq ft | Basement Area | 0 sq ft | | |
| Foundation Size | 640 sq ft | | | | |
| Year Built | 1940 | Year Remodeled | No Data to D | spidy | |
| Occupancy | Single Family | Class | CD | | |
| Effective Age | 31 yrs | Tri-Level | No. | 4B 1 | |
| Percent Complete | 100% | Heat | Forced Air W | Ducts | |
| AC w/Separate Ducts | No | Wood Stove Add-on | No | | |
| Basement Rooms | | Water | Not Available | | |
| 1st Floor Rooms | 4 | Sewer | Not Available | | |
| 2nd Floor Rooms | 0 | Style | 1 Story | | |
| Bedrooms | 0 | | | | |
| Area Detail - Basic B | uilding Areas | | | | |
| Height | Foundation | : Exterior | b | Area H | eated |
| 1 Story | Crawl Space | Siding | | 640 sq ft 1 | l Story |
| Basement Fiolsh | • | | | | |
| DHOEINELL I MACA | | | 601 | | • |
| Recreation | _0 sq ft | Recreation % Good | 0% | | |
| Living Area | 0 sq ft | Living Area % Good | | | |
| Walk Out Doors | 0 | No Concrete Floor | Area 0 sq ft | | |
| Plumbing Information | on | | | | |
| 3 Fixture Bath | 1 | 2 Fixture Bath | | | |
| Porch Information | | | | | |
| (DEED! IN/OISHMAN | | | Standard | | |

^{**}Disclaimer: 8SEA Software provides BSEA Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2024 BS&A Software, Inc.

| 4 CHAL | MERS WARREN, MI 46 | 3091 (Property Address) |) | | | | |
|----------------------------------|--|--|---|---|---|---------------------------------------|------------|
| l Number: 12 | 2-13-33-280-611 Account Nu | mber: 202938710 | | | | | |
| | | Summary Inform > Residential Bull - Year Built: 1 - Full Baths: 1 - Sq. Feet: 64 | Iding Summary 940 - Bedrooms: 0 - Half Baths: 1 | > 1 > Pi | ssessed Value: \$30, Special Assessmen operty Tax Informa tility Billing Informa | ition found | ,979 |
| item 1 c | of 2 1 Image / 1 Sketo | ch . | | | | | ,_,_, |
| | | | | | (| Amount Due | |
| wner and | d Taxpayer Information | n | | | | Current Taxes: | \$1,749.84 |
| Owner | SMITH KELLY 7584 CHALME WARREN, MI 3003 | ers | SEE OWNER INFORMATION | . | | | |
| egal Des | scription | | | | <u> </u> | | |
| PIPERS VAN | N DAKE ZABDIAIZION NO 1 | LOT 1017 L4 P92 | | | | | |
| Other Info | ormation | | | | | | |
| Recalcula | ate amounts using a d | lifferent Payment Date | calculate amounts due as c | of the specified o | date for this pro | perty. | |
| You can diter a Paymo | change your anticipated potent Date S/4/2024 | ayment date in order to red Recalculate | | ······································ | | | |
| You can diter a Paymo | change your anticipated potent Date S/4/2024 | ayment date in order to rec | local taxes become ineligit | ole for payment | at the local unit | · · · · · · · · · · · · · · · · · · · | |
| You can diter a Paymo | change your anticipated potent Date S/4/2024 | Recalculate O AM, Summer and Winter | local taxes become ineligit Total Paid Last | ······································ | at the local unit | | |
| You can diter a Payme Tax Histo | thange your anticipated potent Date S/4/2024 Dry Lote: On March 1 at 12:80 | Recalculate O AM, Summer and Winter | local taxes become ineligit | ole for payment | at the local unit | | lova |
| You can diter a Paymo | hange your anticipated potent Date 5/4/2024 Dry Rote: On March 1 at 12:00 Season Winter | Recalculate O AM, Summer and Winter | local taxes become ineligit Total Paid Last | ole for payment | at the local unit | | DOV4 |
| You can diter a Paymo | hange your anticipated potent Date S/4/2024 Pory Season Season Winter General Information | Recalculate AM, Summer and Winter Total Amount 438-32 for 2023 Winter Taxes | local taxes become ineligit Total Paid Last | ole for payment | at the local unit Total Oue \$38.32 | | ove |
| You can diter a Paymo | hange your anticipated potent Date 5/4/2024 Dry | Recalculate O AM, Summer and Winter Total Amount 438-32 for 2023 Winter Taxes 50220 | local taxes become ineligit Total Paid Last | ole for payment | at the local unit Total Oue \$38.32 | | IOV4 |
| You can diter a Paymo | hange your anticipated potent Date S/4/2024 Pory Season Season Winter General Information | Recalculate AM, Summer and Winter Total Amount 438-32 for 2023 Winter Taxes | Total Paid Last | ole for payment Paid : | at the local unit Total Oue \$38.32 | | DOV8 |
| You can diter a Paymo | hange your anticipated potent Date 5/4/2024 Property Season Winter General Information School District Taxable Value Property Class | Recalculate O AM, Summer and Winter Total Amount 438-32 for 2023 Winter Taxes 50220 \$23,790 401 - RESIDENTIAL- IMPROVED | Total Paid Last \$0.00 PRE/MBT S.E.V. Assessed Value | 100.00009 \$23,790 | at the local unit Total Que \$38.32 | | DOV8 |
| You can diter a Paymo | hange your anticipated potent Date 5/4/2024 Dry Note: On March 1 at 12:00 Season Winter General Information School District Taxable Value Property Class | Recalculate O AM, Summer and Winter Total Amount 438.32 for 2023 Winter Taxes 50220 \$23,790 401 - RESIDENTIAL- IMPROVED No Data to Display | Total Paid Last \$0.00 PRE/MBT S.E.V. Assessed Value | 100,00009 \$23,790 \$23,790 | at the local unit Total Que \$38.32 | | DOV8 |
| You can diter a Paymo | hange your anticipated potent Date 5/4/2024 Property Season Winter General Information School District Taxable Value Property Class | Recalculate O AM, Summer and Winter Total Amount 438-32 for 2023 Winter Taxes 50220 \$23,790 401 - RESIDENTIAL- IMPROVED | Total Paid Last \$0.00 PRE/MBT S.E.V. Assessed Value | 100,00009 \$23,790 \$23,790 | at the local unit Total Que \$38.32 | | DOV8 |
| You can diter a Paymo | hange your anticipated potent Date S/4/2024 Dry Season Season Winter School District Taxable Value Property Class Tax Bill Number Last Payment Date Due Date | Recalculate O AM, Summer and Winter Total Amount 438-32 for 2023 Winter Taxes 50220 \$23,790 401 - RESIDENTIAL- IMPROVED No Data to Display No Data to Display No Data to Display | Total Paid Last \$0.00 PRE/MBT S.E.V. Assessed Value | 100,00009 \$23,790 \$23,790 | at the local unit Total Que \$38.32 | | OOV4 |
| You can diter a Paymo | hange your anticipated potent Date S/4/2024 Dry Season Season Winter School District Taxable Value Property Class Tax Bill Number Last Payment Date Due Date Base Tax | Recalculate Recalculate Recalculate O AM, Summer and Winter Total Amount 438-32 for 2023 Winter Taxes 50220 \$23,790 401 - RESIDENTIAL- IMPROVED No Data to Display No Data to Display No Data to Display No Data to Display | Total Paid Last \$0.00 PRE/MBT S.E.V. Assessed Value Last Receipt Number Number of Payments | 100,00009 \$23,790 \$23,790 No Data t 0 | at the local unit Total Que \$38.32 | | OVA |
| You can diter a Paymo | hange your anticipated potent Date 5/4/2024 Dry Season Season Winter General Information School District Taxable Value Property Class Tax Bill Number Last Payment Date Due Date Base Tax Admin Fees | Recalculate Recalculate Recalculate O AM, Summer and Winter Total Amount \$38.32 for 2023 Winter Taxes 50220 \$23,790 401 - RESIDENTIAL- IMPROVED No Data to Display No Data to Display No Data to Display \$37,95 \$10.37 | Total Paid Last \$0.00 PRE/MBT S.E.V. Assessed Value Last Receipt Number Number of Payments Base Paid | 100,00009 \$23,790 \$23,790 No Data t 0 | at the local unit Total Que \$38.32 | | OVA |
| You can diter a Paymo | hange your anticipated potent Date S/4/2024 Dry Season Season Winter School District Taxable Value Property Class Tax Bill Number Last Payment Date Due Date Base Tax | Recalculate Recalculate Recalculate O AM, Summer and Winter Total Amount 438-32 for 2023 Winter Taxes 50220 \$23,790 401 - RESIDENTIAL- IMPROVED No Data to Display No Data to Display No Data to Display No Data to Display | Total Paid Last \$0.00.** PRE/MBT S.E.V. Assessed Value Last Receipt Number Number of Payments Base Paid Admin Fees Paid | 100,00009 \$23,790 \$23,790 No Data t 0 | at the local unit Total Que \$38.32 | | OVA |

Tax Bill Breakdown for 2023 Winter

| | | Millage Rate | Amount | Amount Pald |
|--|--|--------------|---------|-------------|
| Taxing Authority MACOMB VETERANS | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | 0.069000 | \$1.64 | \$0.00 |
| HURON-CLINT PARK | | 0.207000 | \$4,92 | \$0,00 |
| SMART | omensy karensen († Se om karensen († | 0,950000 | \$22.60 | \$0.00 |
| ZOO AUTHORITY | | 0.094500 | \$2.24 | \$0.00 |
| ART INSTITUTE | A Company of the Comp | 0.195600 | \$4.65 | \$0.00 |
| MISD DEBT | | 0,080000 | \$1,90 | \$0.00 |
| Admin Fees | | | \$0.37 | \$0.00 |
| Interest Fees | | | \$0.00 | \$0.00 |
| and the second section and the second | | 1.596100 | \$38.32 | \$0.00 |
| | 1 1 1 4-4 1-41, 121-2-41-21 | | | |

Click here for your Winter 2023 Tax Bill

Click here for a printer friendly version of Winter 2023 Tax information

2023 Summer \$1,711.52 \$0.00

General Information for 2023 Summer Taxes

| School District | 50220 PRE/MBT 100.0000% | |
|-----------------|---|--------------------------------|
| Taxable Value | \$23,790 S.E.V. \$23,790 | 17:50 (19:50) 18:50 (19:50) |
| | 401 - RESIDENTIAL - Assessed Velue \$23,790 | |

| | At Data to Clement |
|-------------------|---|
| Tax Stil Number | No Data to Display Last Receipt Number No Data to Display |
| Last Payment Date | No Data to Display Last Neverth Payments 0 No Data to Display Number of Payments 0 |
| | 08/31/2023 |
| Due Date | |

| Base Tax | \$1;647.62 Base Paid \$0,00 |
|------------------|-----------------------------------|
| Admin Fees | \$6.02 Admin Fees Paid \$0.00 |
| Interest Fees | \$57.88 Interest Fees Paid \$0.00 |
| Total Tax & Fees | \$1,711.52 Total Pald \$0.00 |

Renaissance Zone Not Available Mortgage Code Not Available

Tax Bill Breakdown for 2023 Summer

| ON Diff Di conovini joi man | | | Amount | Amount Paid |
|-----------------------------|--|--|------------|---------------------------------------|
| axing Authority | 19412 (1944) | Millage Rate | | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |
| WARREN OPERATING | | 8.326300 | \$198.08 | \$0.00 |
| TTY ROAD IMPROV | | 2,002900 | \$47.64 | \$1.00.00 |
| MS | 1.0 | 0.277000 | \$6.58 | \$0.00 |
| IBRARY | | 1.268700 | \$30.18 | \$0.00 |
| ANITATION | | 2,775000 | \$66.01 | \$0,00 |
| ACT 345 POL/FIRE | | 4.984800 | \$11858 | \$0.00 |
| OLICE OPERATING | | 0.928900 | \$22,09 | \$0.00 |
| IRE OPERATING | | 0.928900 | \$22.09 | \$0.00 |
| OL & FIRE OPER | | 4.674100 | \$111,19 | \$0,00 |
| RECREATION | | 0.924700 | \$21,99 | \$0.00 |
| MACOMB CNTY OPER | | 4,320000 | \$102,77 | \$0.00 |
| ACC OPERATING | | 1,407700 | \$33.48 | \$0.00 |
| MAC INT SCH DIST | | 4.630000 | \$110,14 | \$0.00 |
| STATE ED TAX | | 6.000000 | \$142.74 | \$0.00 |
| MAN DYKE OPERAT | | 18,000000 | \$0.00 | \$0.00 |
| AN DYKE DEBT/SF | | 8.964600 | \$213.26 | \$0.00 |
| | ege erin jaren erin erin erin erin erin erin erin e | C-14-16-16-16-16-16-16-16-16-16-16-16-16-16- | \$400.80 | \$0.00 |
| WATER | | 70.413600 | \$1,711,52 | \$0.00 |

| M | | · | | Millage Rate t | f Warren BS&A Of Amount | Amount Paid |
|-------------------|----------------------------|--------------------------------|-------------------|----------------|------------------------------|-----------------------|
| | Taxing Authority | | | 1 - | \$6,02 | \$0.00 |
| | Admin/Fees | *** 1 | | * | \$57.88 ‡ | \$0.00 |
| | Interest Fees | | | 70.413600 | \$1,711.52 | \$0.00 |
| | Click here for your So | | | | | |
| | Click here for a printer | friendly version of Summer 202 | 3 Tax information | | \$14.39 | ** Read Note(s) Above |
| 122 | <u> </u> | \$891.34 : | \$0.00 | | \$891.34 | ** Rend Note(s) Above |
| 22 | Summer | \$32,73 | \$0,00 | | \$32.73 | ** Read Note(s) Above |
| 21 | 1 Winter | \$782.38 | \$0.00 | | \$782.38 | ** Read Note(s) Above |
| 21 | Summer | \$14.97 | \$14.97 | 12/08/2020 | \$0,00 | , |
| 20 | Winter | \$504,92 | \$504.92 | 12/08/2020 | \$0.00 | |
| 20 | Summer | \$13.95 | \$13.95 | 03/02/2020 | \$0,00 | <u> </u> |
| 119 | Winter | \$481.05 | \$481.05 | 08/07/2019 | \$0.00 | |
| | Summer | \$13.78 | \$13,78 | 12/13/2018 | \$0.00 | |
| 019 | Winter | | | 11/13/2018 | \$0.00 | - |
| 019 018 018 | Summer | \$462.81 | \$462.81 | | | |

^{**}Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred, Please contact your local municipality if you believe there are errors in the data.

Copyright © 2024 BS&A Software, Inc.

L/ON-On-th-Dot-lings-corob-Econom-All+Recorde&SearchCatedorv=Address&SearchText=7584+chalmers&uid=305&P...

Bedrooms: 0

Hali Baths: 1

Acres: 0.100

> Assessed Value: \$30,500 | Taxable Value: \$24,979

1 Special Assessment found

Property Tax Information found

> Utility Billing information found

2007

7584 CHALMERS WARREN, MI 48091

Parcel Number: 12-13-33-280-011 Account Number: 202938710

ROLL S0265

50265

| Item 1 of 2 | 1 Image / 1 Sketch | The state of the s | | | | |
|----------------|--|--|-------------------|-------------------|--------------------|-----------------|
| Owner and Tax | cpayer Information |] | | Amount Du | 8 | |
| **** | | | \ <u>s</u> | Special Assessmen | t Total Payoff Am | ount: \$0.0 |
| Owner | SMITH KELLY J 7584 CHALMERS WARREN, MI 48091-3003 | SEE OWNER INFORMATION | | | | |
| egal Descript | | | | | | |
| Special Assess | sment Information | | | | | |
| Code | Name | Special Assessment District Status | APR Interest Rate | Start Year | Number of Years | Payment Status |
| ļ | <u> </u> | | ້ " | 2007 | 5 | ** Paid in Fuil |

(Property Address)

Summary Information

Year Built: 1940

- Full Baths:)

inactive

Sq. Feet: 640

> Residential Building Summary

Property Owner: SMITH KELLY J

11 Building Department records found

3.0000

Copyright © 2024 BS&A Software, Inc.

^{**}Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Bedrooms: 0

Half Baths: 1

- Acres; 0.100

Assessed Value: \$30,500 | Taxable Value: \$24,979

> 1 Special Assessment found

> Property Tax information found

> Utility Billing information found

7584 CHALMERS WARREN, MI 48091 (Property Address)

Parcel Number: 12-13-33-280-011 Account Number: 202938710

| | 100 | | | | | Amount Due | <u>}</u> |
|--------------------------------|----------------------|--------------------|----------|-------------|-----------------|-----------------|--------------|
| Owner Informa Not Available | uon | | | | | Property Total | \$0.0 |
| Permits | | | | | | | |
| To request an in | spection or pay on a | Associated Project | Status | Date issued | Last Inspection | Amount Due | |
| Building | PB-146240 | 1 · | EXPIRED | 10/9/2002 | | \$0,00 | View |
| Electrical | : PE08-202646 | | FINALED | 1/18/2008 | 2/21/2008 | \$0.00 | <u>View</u> |
| Electrical | P£08-202677 | | CANCELED | 1/28/2008 | | \$0.00 | View |
| Mechanical | PM08-094043 | | FINALED | 1/18/2008 | 3/18/2008 | \$0,00 | View |
| Mechanical | PM08-094070 | | CANCELED | 1/28/2008 | | \$0.00 | View |
| 1 | i | | | | | Displaying item | s 1 - 5 of 5 |
| Apply for a Pe | tim | | | | | | |
| Attachments |] | <u></u> | | | | | |
| Date Created | | | Title | | Record | ,~ | |
| | tisplay. | | | | | | |

Property Owner: SMITH KELLY J

> 11 Building Department records found

Summary Information

Year Built: 1940

- Full Baths: 1

- Sq. Feet: 640

> Residential Building Summary

Copyright © 2024 BS&A Software, Inc.

**Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data

is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

7594 CHALMERS Warren, MI 48091 (Property Address) Parcel Mumber; 12-13-35-260-011 Ac UB Customer Name: 202938710 OCCUPANT Property Owner: SMITH KELLY) Summary Information > Assessed Value: \$10,508 | Taxable Value: \$24,979 s Residential Building Sun - Yeşt Doğu 1948 1 Special Assessment found Property Tax information found Codrowers P - Half Calls 1 - dull Ratics, 1 > Utility Billing information found A(143: 0.190) - Sq Faet: 640 Hem t of 2 1 Jruge / 1 Skalch Amount Due \$0,00 Customer Information Total Amount Due Pay Nort 202938710 DCCUPANT 7566 CHAUMERS 202938710 rrent, JAZ 48091 Current Bill Click here for a printer friendly version 02/29/2024 \$0.00 03/28/2024 04/30/202 Due Date Penalties & Interest Current Amount \$0,00 \$0.00 10.00 \$0.00 \$0.00 DELING NOTICE FEE \$0.00 10.00 \$0.00 PENALTY \$0.00 \$0,00 \$0.00 \$0,00 \$0.00 SEW#R \$0.00 \$0.00 \$0.00 SEWER SERVICE CHARGE \$0,60 \$0,00 \$0,00 \$0,60 STATE MANDATED FEE \$0,00 \$0.00 \$0.00 50.00 10.00 Tum On \$0.00 10.00 \$0,00 WATER \$0.00 10.00 \$0.00 \$0.00 WATER SERVICE CHARGE \$0.00 10.00 \$0,00 \$0.00 History (387 Items Found) Click here for a printer friendly version Starting Date Balance Sead Lisage Read Type Other Info \$0.00 Posted Action \$0,00 0.00 305.00 Auto Read 4/29/2024 50,00 0.00 0.00 02/29/24-03/28/24 (A) Colculated 4/11/2024 \$0.00 \$0.00 €.00 305.00 Auto Read Water Meter Road 3/20/2024 \$0.00 10.00 0.00 0,00 01/31/24-02/29/24 Bill Calculated 3/11/2024 10.00 \$0.00 0.00 305,06 Auto Read Water Meter Read 2/29/2024 50,00 \$0.00 0.00 0.00 12/30/23-01/31/24 ## Calculated 2/12/2024 \$0.00 10.60 305.00 0,00 Anto Read Water Meter Read 1/31/2024 \$0,00 \$0.00 6.00 0.00 11/30/23-12/30/23 1/12/2024 \$0.00 **6**0,**0** \$0.00 305.00 Auto Resid Meter Read 12/30/2023 \$0.00 \$0.00 440 0.00 10/31/23-11/30/23 12/12/2023 \$0.00 \$0.00 00,0 305,00 Water 11/30/2023 \$0.00 \$0.00 0.00 00,0 69/29/23-10/31/23 11/14/2023 ans an. Usage History Chart Usage History 2019 2070 2046 D 2014 2017 2015

"Obstainers BSEA Solinaria provides BSEA Online at a very for municipalities to display information online and it not suppossible for the content of accuracy of the data is provided for reference only and MITHOUT WARRANTY of any kind, expressed or inferred. Please contact, your focal monicipality if you believe there are stross in the data.

1. **Description** **D

-to- Water

7584 CHALMERS WARRÊN, MI 48091 (Property Address)

Parcel Number, 12-13-33-280-011

Property Taxpayer: SMITH KELLY J

Summary Information

Important Message

If you have questions about this payment or need assistance, please call the Macomb County Treasurer's office at (586) 469-5190. Our hours are 8 AM - 4:15 PM Monday to Friday. (These hours exclude holidays)

Owner and Taxpayer Information

Amount Due

Delinquent Taxes:

\$0,00

Owner

SMITH KELLY J 7584 CHALMERS WARREN, MI 48091-

3003

Taxpayer

SMITH KELLY J 7584 CHALMERS AVE WARREN, MI 48091-3003

Legal Description

Legal Description not on file.

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Oaté

5/4/2024

Recalculate

Tax History

Important Message

Taxpayers MUST pay the oldest tax year first

| Year | Season | Total Amount | Total Paid | Last Paid | Total Due | |
|------|------------|--------------|------------|-----------|-----------|----------|
| 2022 | Dlq. Taxes | \$1,380.65 | \$0.00 | | \$0.00 | <u> </u> |

Delinquent Tax Information for 2022 (All Seasons)

| School District | 50220 | PRE/MBT | 100.0000% |
|-------------------|---------------------|---------------------|--------------------|
| Taxable Value | \$9,437 | S.E.V. | \$19,260 |
| Property Class | 401 - RESIDENTIAL - | Assessed Value | Not Available |
| | IMPROVED | | |
| Last Payment Date | Na Data to Display | Last Receipt Number | No Dota to Display |

| Last Payment Date | Na Data to Display | Last Receipt Number | No Data to Usplay |
|-----------------------|--------------------|---------------------|-------------------|
| dig Tax. Base Tax Due | 905,65 | Base Paid | \$0,00 |
| Admin Fees | \$2.57 | Admin Fees Paid | 20.00 |
| Interest Fees | \$475.00 | Interest Fees Paid | \$0.00 |
| Total Tax & Fees | \$1,380.65 | Total Paid | \$0,00 |

Delinquent Tax Bill Breakdown for 2022

| Taxing Authority | Season | Millage Rate | Local Amount | Local Amount Paid | Amount | Amount Paid |
|------------------|---------------------|--------------|--------------|-------------------|------------|-------------|
| WARREN OPERATING | Summer | 8.326300 | | : | \$78.57 | \$0.00 |
| | | 2.002900 | | | \$18.90 | \$0.00 |
| CITY ROAD IMPROV | [*] Summer | | • | * 25 | \$2,61 | \$0,00 |
| EMS | Summer | 0.277000 | | | | |
| LIBRARY | Summer | 1.268700 | | | \$11.97 | \$0.00 |
| <u></u> | | 90,445900 | | | \$1,380.65 | \$0.00 |

| e de altre dans | Season | Millage Rate | Local Amount | Macomb County BS&A Local Amount Paid | Amount | Amount Paid |
|------------------|----------|--------------|--------------|---|------------|-------------|
| axing Authority | 1 | 2.775000 | , <u></u> | in reserve there is a second | \$26,18 | \$0,00 |
| SANITATION | Summer | 4,984800 | | | \$47.04 | \$0.00 |
| ACT 345 POL/FIRE | Summer | | | | \$8.76 | \$0.00 |
| POLICE OPERATING | Summer | 0,928900 | | | \$8,76 | \$0.00 |
| FIRE OPERATING | Summer | 0.528900 | | : | - | \$0.00 |
| POL & FIRE OPER | Summer | 4,674100 | | | \$44.10 | |
| RECREATION | Summer | 0.924700 | | | \$8.72 | \$0.00 |
| MACOMB CNTY OPER | Summer | 4,320000 | | | \$40.76 | 00,00 |
| MCC OPERATING | . Summer | 1,407700 | | | \$13,28 | \$0.00 |
| MCC DEBT | Summer | 0.00000 | | | \$0,00 | \$0.00 |
| MAC INT SCH DIST | . Summer | 4,630000 | - |] | \$43,69 | \$0.00 |
| STATE ED TAX | - Summer | 6.000000 | | | \$56.62 | \$0.00 |
| VAN DYKE OPERAT | Summer | 18.000000 | | | \$0.00 | \$0.00 |
| | Summer | 9,484600 | | - Landania | \$89,50 | \$0.00 |
| VAN DYKE DEBT/SF | Summer | 16,000000 | | | \$0.00 | \$0,00 |
| SCHOOL OPER FC | | 6.000000 | | | \$359.31 | \$0.00 |
| WATER | Summer | 0.065200 | | ; · · | \$0.61 | \$0.00 |
| MACOMB VETERANS | Winter | 0.207000 | | | \$1,95 | \$0,00 |
| HURON-CLINT PARK | Winter | ·m· | | | \$8,95 | \$0,00 |
| 5MART | Winter | 0,950000 | | | \$0.89 | \$0.00 |
| ZOO AUTHORITY | Winter | 0.094500 | ., | | | \$0.00 |
| ART INSTITUTE | Winter | 0,195600 | | | \$1.84 | |
| Admin Fees | | | , | | \$2,57 | \$0.00 |
| Interest/Fees | | | | | \$475.00 | \$0,04 |
| | | 90.445900 | | | \$1,380.65 | \$0.00 |

Click here for a printer friendly version of 2022 Delinquent Tax information

\$0.00

\$0.00

Delinquent Tax Information for 2021 (All Seasons)

| School District | 50220 | PRE/MBT | 0,0000% | |
|-----------------------|---------------------|---------------------|--------------------|--|
| Taxable Value | \$9,136 | S.E.V. | \$16,810 | |
| Property Class | 401 - RESIDENTIAL - | Assessed Value | Not Available | |
| | IMPROVED | | | |
| Last Payment Date | No Data to Display | Last Receipt Number | No Data to Display | |
| diq Tax. Base Tax Due | 814,97 | Base Paid | \$0.00 | |
| Admin Fees | \$4.18 | Admin Fees Pald | \$0.00 | |
| Interest Fees | \$729.52 | interest Fees Paid | \$0.00 | |
| Total Tax & Fees | \$1,544.49 | Total Paid | \$0.00 | |

Delinquent Tax Bill Breakdown for 2021

| Taxing Authority | Season | Millage Rate | Local Amount | Local Amount Paid | Amount | Amount Paid |
|------------------|--------|--------------|--|---------------------------------------|---------------|-------------|
| | Summer | 8.459200 | emakat kali da manamaran ya da Baransa | ., | \$77.28 | \$0.00 |
| WARREN OPERATING | · | 0.000000 | | 312 3 13 4 144 1 4 | \$0.00 | \$0,00 |
| CITY ROAD IMPROV | | 0,281500 | | | \$2,57 | \$0.00 |
| EMS . | Summer | 1.071000 | • 1 • | · · · · · · · · · · · · · · · · · · · | \$9.78 | \$0.00 |
| LIBRARY | Summer | N 144 1111 | | | \$25,75 | \$0.00 |
| SANITATION | Summer | 2.819300 | | E | \$45.54 | \$0.00 |
| ACT 345 POL/FIRE | Summer | 4,984800 | | | \$8,62 | \$0.00 |
| POLICE OPERATING | Summer | 0.943800 | | | \$1,544.49 | \$0,00 |
| | • | 91,073400 | | | ⇒1,⊃44,4₽ | |

| tada — Baselaneira | Season | Millage Rate | Local Amount | Local Amount Paid | Amount | Amount Paid |
|--------------------|----------|--------------|---|--|---------------------------------------|-----------------|
| exing Authority | Summer | 0.943600 | | A STATE OF THE STA | \$8,62 | \$0.00 |
| IRE OPERATING | Summer | 4,748700 | • | , , , , , , , , , , , , , , , , , , | \$43,38 | \$0.00 |
| OL & FIRE OPER | | | | : | \$8,58 \ | \$0,00 |
| RECREATION | Summer | 0.939500 | | | \$39.94 | \$0.00 |
| MACOMB CNTY OPER | Summer | 4.372100 | : | | \$13.01 | \$0.00 |
| MCC OPERATING | Summer | 1,424700 | | | <u>-</u> | \$0,00 |
| MCC DEBT | Summer | 0.000000 | | | \$0.00 | |
| MAC INT SCH DIST | Summer | 4,684500 | , | | \$42.79 | \$0.00 |
| STATE ED TAX | Summer | 6.000000 | : | | \$54.81 | \$0.00 |
| VAN DYKE OPERAT | , Summer | 18,000000 | : | 1 | \$164.44 | \$0.00 |
| VAN DYKE DEBT/SF | Summer | 9,830800 | | | \$89.81 | \$0,00 |
| SCHOOL OPER FC | Summer | 18.000000 | | | \$0,00 | \$0,00 |
| WATER | Summer | 0.000000 | • • | | \$116.96 | \$0.00 |
| | Winter | 0.066000 | | ** | \$0.60 | \$0.00 |
| MACOMB VETERANS | | 0,208900 | | | \$1,90 | \$0.00 |
| HURON-CLINT PARK | Winter | ** | • • • • • | | \$8.89 | \$0.00 |
| SMART | Winter | 0.973100 | | | \$0,87 | |
| ZOO AUTHORITY | Winter | 0.095700 | | | \$1.74 | \$0.00 |
| ART INSTITUTE | Winter | 0,191100 | | | · · · · · · · · · · · · · · · · · · · | |
| ROAD REPAIRS | Winter | 2.034900 | | | \$18.59 |) 0,0 \$ |
| Admin Fees | | | | | \$4.18 } | \$0.00 |
| Interest/Fees | | | | | \$729.52 | \$0.00 |
| | | 91.073400 | | | \$1,544.49 | \$0.0 |

^{**}Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2024 BSBA Software, Inc.

PIPER'S VAN DYKE SUBDIVISION

No. 4"

A PART OF THE N.E. & OF SEC. 33, TIN, RIZE,

WARREN TOWNSHIP, MACOMU COUNTY,

MICHIGAN

Scale 1 Inch m'100 foat

Main V2/1900

750 . 475 377 171 140 - 290 131 - 230 Ma - 231 389 50) #11 #11 #12 #10 799 10 10 754 1 754 ᄣ \$20 \$21 141 121 141 t #16 #17 #10 #17 314 911 -319 915 -1409 923 And 3127 Ann. 921 700 rett.

reside the part Sollate

Trains of Michigan of the Company of

between

REG. CIVIL ENGINEER.

Course, the son handed to the brook and in the December of the best of the bes

ILLEGIPTON

The band confineed in the encount glat of Pyro's Party to Substitution the Supera of the RES of Strong Party to Substitution that Supera of the RES of Strong Party to Substitution is described as Inthe Supera Substitution to Substitution in the Common Substitution is described in Substitution in the Common Substitution in the Substi

dubité indescensi charéntah This is to College these states For

January Comments

RECORDERES OFFICE CORNETY OF PLACORES.

Constr. Mich. at a 2

RECOMMODING CO '22JAN/20PH 3 47

202200011211 L: 28381 P: 849 Pages: 2 01/20/2022 03:51 PM Fees: \$30.00 Anthony G. Forlini, Clerk/Register of Deeds Macomb County, Mi

| Recording requested by: Excusor Kimberly Limbert | Space above reserved for use by Recorder's Office |
|---|--|
| When recorded, mail to: | Name Kimberty S. Lambett Address 32026 Jefferson Avenue |
| Name: Kuly Jo SM/Hs | Address 32026 VEHERSON AVENUE |
| Address: 7527 STUDE BAKET City/State/Zip: Warron M. 98091 | |
| City/State/Zip: May 100 1111 100 111 100 111 100 111 | 280-011 / Piners Van Duke Sablivisia |
| Property Tax Parcel/Account Number: 12 13 | 280-011 / Pipers Van Dyke Sablivisia NO4-COT 1017 L4P92 |
| Quitclain | |
| | • |
| This Quitclaim Deed is made on MMAY | 2022 , between |
| Kingrid Winter + Exactor for Alin T. Bulson, Grantor, | of 7584 Chalmers Frence |
| , City of Warren | , State of McMaan, |
| and Kerly do Smith, Gran | tee, of 7527 Stroubager |
| This Quitclaim Deed is made on | _, State of |
| ON LOUISM. For valuable consideration, the Grantor hereby quitelai | |
| For valuable consideration, the Grantor hereby quite an | ms and transies an right, thus, and his or her heirs |
| the Grantor in the following described real estate and in | 574 Chalmus Avence |
| and assigns, to have and noid forever, located at | State of MICH (San : |
| , City of | Tub 145020 |
| the Grantor in the following described real estate and in and assigns, to have and hold forever, located at | DI (D)/ LITYZ |
| | |
| | A 0 |
| Subject to all easements, rights of way, protective cover | enants, and mineral reservations of record, it any. |
| | between the Grantor and Grantee as of the date of |
| recording of this deed. Shall not | 0.000 C. b./ 18-2 Quitcom Deed Pg.1 (11-12) |
| Mrs. Kelly do Smith 15 12: | Synnow I'm |
| recording of this deed. Mys. Kelly do Smith 15 res all belingment and convert | TIXES TOY |
| 7584 Choloma Warren | 1, My 48071 |

V

MACOMB,MI Document: Document-Book.Page

202200011211 L: 28381 P: 850 Page 2 of 2

| Dated: Ommary 6, 2022 |
|---|
| |
| |
| Signature of Grantor |
| Kimberty S. Lambers |
| Name of Grantor |
| John Jambert JOHN LAMBERT |
| Signature of Witness #1 Printed Name of Witness #1 |
| Susan m. Vogan |
| Signature of Witness #2 Printed Name of Witness #2 |
| |
| State of MCHIGAN County of MACONB |
| on January 6, 2022, the Grantor, KINDER IV S COMPOSITION |
| personally came before me and, being duly sworn, did state and prove that he/she is the person described |
| in the above document and that he/she signed the above document in my presence. |
| |
| SHARON BARAN |
| Notary Signature Notary Public - State of Michigan County of Macomb My Commission Expires May 18, 2028 Acting in the County of WACONA |
| Notary Public, |
| In and for the County of MACOMB State of MICHIGAN |
| My commission expires: 05.18.2028 Seal |
| |

Quitclaim Deed Pg.2 (11-12)

Send all tax statements to Grantee.

.. ESCROWS

17 ない ストス ハロ・・トロット

KNOW ALL MEN BY THESE PRESENTS: The Lydia Butson, survivor of herself and her 561435 deceased husband, Gilbert Butson; .

Quit Claims to Lydia Butson of 758h Chalmers, Warren, Michigan, and Alvin T. Butson of 8245 Chicago Road, Warren, Michigan, as joint tenants with right of survivorship,

Xel year throughter year through year the year

the following described presides structed in the Townshlp of Warren and State of Michigan, to-witt

Macomb County of

Lot numbered Ten Hundred Seventeen (1017) of a certain plan of lots called "Piper's Van Dyke Subdivision No. Four (h)" and recorded in the Register's office in Macomb County, aforesaid, in Liber h of Plats, on page 92; expressly reserving however, to party of the first part and to its assigns an easement in the rear five feet of said lot for the laying and maintenance of sewer and water pipes and the erection and maintenance of telegraph and telephone wires. Also subject to existing building restrictions,

RECORDED AT /2:12 P.M.
IN VOL /847 OF DEEDS
ON PAGE /34 Miscon's Co. Records FEB 7 1962

Zaron Hurr.

REGISTER OF DEEDS MACOME COUNTY, MICHIGAN

together with all and tingular the tenements, hereditaments and appurtenances therems belonging or in anywise appertaining for the num el 计转移存储存储存储存储存储存储存储存储存储 and other valuable considerations:

| Dated this 7th Signed, Stated and Delivered in Presence of | day of | February | A. D. 1962 . Signed and Seeled: | |
|---|-------------|----------|------------------------------------|--|
| Ohuster D. Stair | | | a Butson | |
| Florence Mountford | nd_ | | | |
| 110(6)100 110011111111 | | | ···· | |

in the State of Michigan, county of_ Macomb. 7th day of February A.D.19 62 before me personally Lydia Butson, survivor of herself and her deceased husband, Gilbert before me parsonelly Butson.

described in and who executed the foregoing instrum free act and deed. executed the same as her

May 17. My commission expires

AD. 10 63

<u>.</u> .

Hunter Macomb Notary Public

County, Michigan

INSURANCE .. ABBIRAC

(L&)

| Recording YM 1.50 |
|-------------------|
|-------------------|

When recorded return to

Lydia Butson, 7584 Chalmers, Warren, Michigan.

RECORDED AT 102: 11 THE MANAGE 133 MISCONDED AT 107: 11 THE MILE AND THE METAL AND THE

Coron / Hurry
RESISTER OF DEEDS
MOUNTS HIGHWAN

561434

| | | | ** |
|--|---|----------------------|--|
| Bursto. | e of vital State | 41144 | <u>,</u> , , |
| | | · | |
| CERTA | TCATE OF DE | (दम | |
| BURTH NA | Mariana Principal States | · (m/pc) | 1597/ |
| r. ber Charle | 1,57 | If an id at | Nav 640 |
| THE PERSON NAMED IN | | Vin Dies | The Party of the P |
| Range De tant T | To bearing to the same of the | | April Graphic |
| Graff Hospital | | ILSE CHARMENS | ALC: NE |
| THE OTLERAT NO. | BUTSON | | Zan z Karya |
| Alfre Bute Carlle | Jan 4, | | PRO 10 1841 1840 171 |
| - C. 101 | o, Deta | olt. Blesters | U\$4 |
| Tophas Suradu Uni | REGER | LYOIS HA | 1242 |
| Appropriate to the second second second | Langua E Con | Lynia Byrnon | Says |
| THE PARTY WAR | Premi | | S 11.543 |
| Britistal , Militaria | | 17.00 | - ' ' |
| PARTY PARTY | ** TERM | | 1 : |
| | | ZANABOR | *** |
| | | | arti eg |
| | | AL OF TAXABLE PARTY. | I IN CO. COLOR |
| | | | |
| | 7220 | | |
| the property of the same of th | | 2 - 17 | |
| 11. C. Smerry (4) | 1 10 10 10 10 10 10 10 10 10 10 10 10 10 | The same of the same | 15-19-23 |
| 1 | 1911 49 104 | Usepus C | SHEET . PIECE |
| ····································· | | 120 | ST BEATIOT S |
| | | 4-14-1 | <u> - ::., :::</u> - |
| Samely outily that the ! | | NA BODY OF MAIN TO | HALE OF STA |
| In the hours is Boundary of | | . نیوند ، | mi |
| | | A Children | Section |
| National History | : () | 200 | 10 / 10 |
| Diversity AND BRICE | · | 10.00 | lakeelin |
| 《大学》 | a Transfer | m's Duries Pinks. | Menter 4 |

NOTICE OF PROPERTIES SUBJECT **TO FORECLOSURE IN 2024** FOR DELINQUENT PROPERTY TAX

www.treasurer.macombgov.org December 7, 14, 21, 2023 - Supplement to the Macomb Daily

DO NOT LOSE YOUR PROPERTY DUE TO UNPAID TAXES!

On March 1, 2023 seed estate with unput 2021 and putor property lowes were foreigned to the Macomb County Treasurer pursues to the General Propesty Tax Act, Public Act 205 of 1980, MCL 271.1 to 211.157, as amanded.

There are two hearings scheduled to linglize the foreclessor process. This publication is inlanded to provide additional rolled to provide additional rolled to priors of interest in these Patcels as to the nature, time, and location of those hearings.

A SHOW CAUSE HEARING is scheduled for January 18, 2024 at this of the state of the

un micro 1, xuez seal actains visit unpeid 2021 and prior property towas were forfelled to the Macomb County Treasurier pursuant to the General Property Lawrence for 1800, MCL 211.157, as amanded.

The Macomb County Treasurier to acting as the Forecacking Governmental Unit (FGU) in proceedings to foreclose on this property for unpeid property count property for unpeid property county for unpeid for forecooking the unpeid forecooking

reasons;
a. No law authorized the lax.
b. The person appointed to decide whether a tax shall be leviled under a law that the leviled under a law of this state a cited wifether, or did not impose the lax is question.
c. The property was exempl from the tax in question, or was not legally assessed.
d. The lax has been paid within the limb smiled by few for payment or codernation.
e. The tax wax assessed transfantly.
The description of the property used is indefinite or arrondous.

foolsted to the County Treasuror may spoker at the show cause hearing and redeem that property of short cause why should not redeem that property of short cause why should not voet in the FOU.

A JUDICIAL FORECLOSURE HEARING is schraduled for Fabrusary 2, 2024 at 10,00 AM, at the countroom of Judge JAMES M. BIERNAT, Jin, All Added, at this hearing the Foreclosing Governmental Link shall set that the country as repeated in the position of interiors. A person claiming of inferior country is reserved in the position on the Macorib Country Treasurer. He defend on the position of the received and set striped of an expensive shall be a striped to content that shall set that the court senior and of or gas lease at one and all sets and the position of the property as repeated in the position of the property as repeated in the position of the property in the lease was recorded to a lease under an of of or gas lease and the striped of the property in the lease was recorded to a lease under an of of or gas lease in the property of the property in the lease was recorded to a property in the lease was recorded to the property in the lease was recorded to a property in the lease was recorded to a property in the position of the property in the lease was recorded to a property in the lease of an action (in the property in the lease was recorded to a property

the amount required to redeam.

Any party who holds a legal interest in the property at the time of foreclostors has the night to stake a claim for remaining proceeds, which first requires compaling and espoling the Notice of Interview required by MoL. 211.766(2) to the Macomb County Treatwer no taster than day 1, immediately following foreclosity. These who wish to constitution and internal short this notice and pencing last foreclosive may go to the Stake Bay of Michigan's inget insource and release in the page of hipporters, michieszang or may call (2001) 680-671s. michieszang or may call (2001) 680-671s. In assistance in flocking private legal counsel.

for the property baxes.

This list is NOT an offering of property for sails. These Paccels are NOT being sook associated or otherwise made available by defice of the north semants of the proceedure for purchasing these Parcels from the Forecosting flowers presented that at this point in the forecosting resources that are to reachest and not indeamed may become available at public sinction in August, September author October of 2024. These Parcels crement the property of their current awars undifferent made and the party should make any attempt to heapth should make any attempt to heapth of the first the satisfact of principle for sails. This may constitute tespassing and subject the olleander to criminal prosecution. The street address of the Parcels litted to be a contract of the property.

The current amount registed to cathesis.

The current amount regular to redeem must be obtained from the Microsob County Tremsurer, One South Main, 2nd Floor, Alt. Clements, MI 48043, phones: (586) 485-5190, as additional penalties, facts, and trianest have seemed since to ficilities.

HOW TO SAVE YOUR PROPERTY FROM TAX FORECLOSURE

www.treasurer.macombgov.org

Il le important that you confact the Maccomb County Treasurer's Office as soon as possible to spood property lax foreclosure. Please do not walt until the January Show Cause Hearing.

To assist you in preventing foredoxine, and to help you KEEP MACOMB YOUR HOME, my office offers a variety of payment programs. The first is a Pmy AS You Stay (PAYS) program, the second is a Tax Foredoxine Avoidance Agreement (TFAA), the third is a bisinguent Property Tex Instalment Plan (OPTIE), and the fourth is an Extension of Redemption agreement (EOR).

PAY AS YOU STAY [PAYS]

If you own and occupy your property as a principal residence, have a poverty oxemption on the property, and reside in a municipality that has opticed into the program, you may be aligible for a waiver of interest and lees and up to three years to pay your definiquent leaves.

TAX FOREOLOSURE AVOIDANCE AGREEMENT (IFAA)
Il you opcupy your property as your primary residence, your income fails below
100% of lederal poverty guidelines, and your assets do not exceed the Macomb
County Treasurer's Office Asset Threshold, you may be eligible to reduce your
interest rate from 18%10 6%. This plan will bundle all of your delinquent taxes
together and pay them the reduced thest rate of 6% over three years, and in
some chromatences within no more than 5 years.

OF INQUEST PROPERTY TAX INSTALLMENT PLAN (OPTIP). If you own and occupy your property as your orthway residence, and your income (alls below 200% of the foderal powerly pull-bines, you may be digible to receive a reduction in interest som 16% to 12% for your 2021 and prior year taxes. Once approved by the Treaturer under this plan your 2021 and prior your taxes must be paid in full by the and of December following the Forecosure or your interest reduction will be revoked.

EXTENSION OF RECEMPTION AGREEMENT (EOR)

This agreement is available for residential and commercial properly and you do not need to five in the proparty. You will receive an extension of the time to pay our taxes. This program requires monthly payments, and if you are sometimes with your payment plan you will receive a deterration of the forecosure.

To apply for a payment plan to avoid tax foreclosure, please of the program receives a deterrative of the world tax foreclosure, please of the program receives and the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form. A representative of the Macomb Code and till out the form t

PETITION FOR TAX FORECL OSURE
Patitioner, Lawrence Rocca, the Macomb County Treasurer, through his attemers, Macomb County Corporation Counsel, Frank Krycia and Moży Zappitell, Assistani Corporation Counsel, states:

1. Petitioner is the Foreclusing Governmental Unit for Macomb County and files this patition pursuant to the General Property Tax Act, Public Act 205 of 1893, as

2. That Exhibit A to this Palkion sets forth each Parcel of property which remains present defer infeature to the Maconio County Treasurer on March 1 of this year, or fortelled in prior years and have not yet been foreclosed on, and which, the prior years and have not yet been foreclosed on, and which, the prior years are the prior years of fortelled in prior years. (P56996) if not redeamed, way be subject to foreclosure for the lorteige dupield taxes.

3. The forfelted unpaid taxes, interest, paraliles, and fees opposite each Parcel of property sell furth in this Patition consistute a valid feen upon the property and have remisland unpaid for sufficient time as to require inclusion in this Patition of each Parcel of property against which the taxes, interest, penalties, and loss are assessed.

Therefore, Petitioner sites:

a. That the Court set a date for hearing on this Petition for Foreclosure not more than 30 days before March 1, 2024 as required by MCL 211.7din(5).

b. That, within the time provided by tax, this Court enter a ingonement of foreclosure upon this Petition in tayor of Petitioner against each Parcel of proparty set forth in this Patition for the foreign unpaid definquent taxes, interest, penalties, and leas and additional interest, penalties and leas the mark account as allowed by statute.

That the linet judgment was absolute fine simple title to each Parcel of proparty statute.

That the linet judgment was described as which 21 days of the entry of a judgment foreclosing the property.

d. That the final judgment antiloguesh at liens against each Parcel, inokiding any lien for unpaid fixes or speeds assessments, except future installments of special assessments and leas accorded by the state pursuant to 1994 PA 451. MCL 224, or in a tea, if all foreclosed definition the fixensity penalties and leas against each check of the service of a judgment foreclosing the property.

That the final judgment and hous seconded by the state guestiant to 1994 PA 451. MCL 224, for the second state of the state pursuant to 1994 PA and fees against each Parcel are not paid on or before March 31, 2024, or in a contested case within 21 days of the entry of a judgment torceclosing the property.

That the final judgment extraction of prid on or before March 31, 2024, or in a contested case within 21 days of the entry of a judgment torceclosing the property.

and lees against each rancet are not pead on of peace wheat 1, 223, of the active of a confested case within 21 days of the entity of a judgment torectoring the property.

That the linet judgment extinguish all existing recorded and unrecorded interests in each Parcel of property, except a visible or recorded ensement or hight-of-way, private dead restlictions, interests at a lesses or an assignes of an interest of a lesses under a recorded of or gas lesse, interests in old or gas interests of a lesses under a recorded of or gas lesse, interests in old or gas interests most of the surface that have been preserved as provided in section (3) of 1985 PA 42, MCL 554-201, heatsfelted to property as paranoual property under section 100, or restrictions or other governmental interests imposed under the natural resources and environmental protection act, 1994 PA 451, MCL 324, 1910 a 324, 30106, if all forsited delinquent taxes, indexest, penalliss, and fees against each Parcel are not paid on or before March 31, 2024, or in a contested case within 21 days of the entity of a judgment foreclosing the property.

I That the final judgment provide that Patitions has good and marketable tes simple title to each Parcel, sobject only to the rights asserved in the program, if all foreclosed delinquent taxes, interest, penallies, and fees against each Parcel are not paid on or before March 31, 2024, or in a contested case within 21 days of the entry of a fargment foreclosing the property.

That the final judgment and unless appealed purguent to MCL 221.738(7) shall not be mostided, stayed, or his deviate after them of the property of a fargment and unless appealed purguent to MCL 221.738(7) shall not be mostided, stayed, or his deviate and approved that such a 1, 2024, or in a contested case, within 21 days of the entry of judgment foreclosing the property.

That the final judgment and unless appealed purguent to MCL 221.738(7) shall not be mostided, stayed, or his deviate and approved.

Dated: June 13, 2023 LAWRENCE ROCCA, Pellioner/Macomb County Treasurer

FRANK I(RYCIA (P35383) / Allomey for Patitioner

CITY OF YATIREN WALTER AN PARIS STATE BENANDER
DRIEFIERONE COMETNUCTION
SVC LLC
PERMINS RICHARD L
DRAWEDOR
PERMINS RICHARD L FOL 4356
COARG ROPES HOVE (I'M 1-25):
FOL 1945 WHO LALEST
FOL 1945 WHO LALEST
FOLORISH HOVE (I'M 1-25):
DESCRIPTION OL LEGALAL
OCCUMPANT
DESCRIPTION
SERVICES
SERVICE

Purpal (E.E.; 42-33-43-23-614 Amount for Parties in 24 of 12/01/2075: 1.454.26 Property Advisor \$712 Brudebaker Warner The toloring padd in yoy have an blanks in the property: CARACTE BUILDINGS COPRECIA COCKRAFTE OF PROPERTY: PIPERS WAY DYSE BUILDINGS OF THE PURCHASE OF PURCHASE OF THE PURCHASE OF PURC

Parcel (Der 17: th-th-256 GTI
Annouse to Redeem as of
DES (18:25: 2,06.25)
Property Address TOP
ROBORNIAMIK E
ROBORNIAMIK E
ROBORNIAMIK E PARESTALLARIE E BACH STEEL AARES MELLERA ARTH ESTATE AARES MELLERA ARTH ESTATE FRESTALLARIE FRESTALLARIE FRESTALLARIE PHENADILO MAKS MELISSAAHN PST ANGER RELIGION AND EST 201223104470E AMES MELISSA ESTATE AMES MELISSAA ESTATE OCCUPANT: DESCRIPTION OF PROPERTY: PROME VAN DYKE SUMMASION NO. 4 S.4, PAZ; LOT744

Pased IDI: 12-19-23-458-027 Amoust to Racket as of 129125023: 727-85 Property Address: 7051 NUSSON 120121221: 727.65 Pusperly Address: 7051 PUSSON WARRISH SIL The (oldering pushes may have as lease to this projecty: OCCUPANTS COCCUPANTS COCCUPANTS
DESCRIPTION OF PROPERTY:
PEPERE YANDYKS
SUBJECT SON NO 4 (L4, F92);
LOTS \$1 6 412

Pared Dr. 19.43-28.457-001
Amount to Redominat of
Enthropics SSL459
Proposy Additional Your HUUSORS
WHITE HIS IN The following confess may have as
following confess may have
followed the confess of the confess may have
followed the confess of the PLIFERS VIOLDYKE SUPPRINCE HO & LOT 875

Parcel IOI: 12-13-03-158-001 Parcel Co.: 12-12-3-1-501
Amous to Redocutatio
12-3-14023-5, 162-58
Papenty Address: 1804
ET 105-18-18-18-18-18-18
The laborate parties any have at
the laborate parties any have at
the laborate parties any have at
the property
DEJISCHE BANK HATL TRUST
AN YOUR CO. ÁS TRUSTEE Özentsche Waler Hatletrust OCCUPANI: CONDAIN COND DESCRIPTION OF PROPERTY: PERCENTION OF PROPERTY: PERCENT VAN DYKE SUPPLYSSON (NO. 4 (L.4. PEZ): 107 (NS.

Processing 12-19-20-04-002 Amount to Redeath as pil 12-20-129-22-1, 279-91 Property Address: 7012 STUDEBAKER WARREN MI The factoring parties we introduced in this property: OCCUPANTE DESCRIPTION OF PROPERTY: PRIPE VAN DYNE SUBOMISCHENO. 4 (L4, PAZ); EOT 945

Parcel 101: 62-13-33-258-008
Amount to Penderson at 67
12-51/2523: 4,781-67
Preparty Address: 70-66
ST(10-80-AKE) WARREN452
The folkoution statist GNY Name The (stocking of the Park)
The (stocking of the Park)
Description of the Park)

Parci (pir. 12-10-03-258-0) Arccast to Radeum at of 12-01/2022: 1,018-45 Properly Address: 7238 STUPERTAKEN WARRESH I The 6:30-wing participaty N

Carrie 10a: 12-13-81-258-022 OCCUPATION OF PROPERTY DESCRIPTION OF PROPERTY PIPERS WAS DYKE BUSINISHON NO 4:2:07 976

CITY OF WARREN 12/01/2072: 500-05
Properly Address: 7056
CHALLIGHE WARNER HAT
The Volcation parties may been all in Sig property.
CHALLIGHE AND CHALLIGHT COMP SOCUTIONS
18255FREY
CREAT COMP SOCUTIONS
18255FREY CREAT CORP SOLVENIASSTOOD
POSTFOLIO RECY
ASSOCIATES EIGELAGE
POSTFOLIO RECY
ASSOCIATES EIGELAGE
POSTFOLIO RECY
POSTFOLIO RECY
POSTFOLIO RECY
POSTFOLIO RECY
ASSOCIATES EIGELAGE
DURME JEFF
DURME JEFF
OURME JEFF
OURME JEFF

dunie Jeff Occurut: Peschipinou of Property: Pipers Yani Dyrë Buddyishini 140, 9 (17, Pask Lutenye Parket (DK: 12-63-33-210-00) Parent (O.F. 12-43-23-249-00)
Account for Relation 24-4
12-01/2022: 3,2-12-02
Property Andreas Total
Challenge Villamental
The Endpoint Statement for
DENSE 16-7
CHESTE 16-7
C

CREDIT CORP SOLUTIONS
PROBLEM TO THE JEFFREY
OCCUPANTA
DESCRIPTION OF PROPERTY)
PIPERT VAIL DYKE DO. 9 (L7.
PSJ: LOT 2474

Partial Soc. 12-13-22-3-316
Amount to Redding as of 12-23-12-72-2, 147-25
Properly Address: 72-50
CHALLERS VANNENS AT THE MODEL OF PARTIES AND THE MODEL OF THE PROPERTY GOMES FOR THE DOCUMENTS
DESCRIPTION OF PROPERTY
PRENS VAISOTIES
SUBDIVISION NO. 6 (IJ., PRO).

Pured (D4: 12-15/33/28-002 kmount to Predefen 45 of (20) 127023: 3,022:34 Property Andrews: 7844 HUPP 459 DUTES: 3.702.3%
Properly Associate 70.44 HIPP
WASHEST RE
The address of pures asky have an
issues in this property
Ashpozolyses RETISTRIA
AMODOWSKIA RETISTRIA
AMODOWSKIA RETISTRIA
OPECARIPTION OF PROPERTY
PRETS VOI DYNE
SUPERTY SIGNE NO 4 (LA. PRZ):
LOT 70.3

Parent Size 12-19-20-208-005
Amount to Flederen ts of
1504/16/2012 LBH 189
Perpenty Address 15:51 HUDGE
VANIBER 131
The following profess may have sharest in the property
ACHICAGE PLODERTY
ACH

Partal Eth; \$2-53-53-274-016 Account to Fladerm & ch 12-317/023, 2872-24 Property Actions, 7576 NUCS WARREN RU TO STANDING THE CONTROL OF THE PROPERTY FOR THE PROPERTY E PARTY E PARTY E PARTY E PARTY E PARTY E City of Warren City of Warren Fonel Eduard F A Marke Favel Eduard F A Marke POCATAN POC

Fired 20; 12:45-35-278-012 Amount to Fredering of of 12:0177025; 1,576-32 Property Addrson: 7592 5TUDEDAMEN \$18782NAM STUDERANCH STANDAM STA Partie and Dive

Parcel (0): (E-13-03-280-01) Amount to Reducent set Explicate 1,480-07 Properly Address: 7581 CHALMERS WATRELLAS STUTH KETA T BOLKON THENY Here As I vilys become Live suppress to the con-Charles and the con-Charles and the con-BUTSON LITERA SWITH RELLY J SWITH RELLY J OCCLIPANTE DESCRIPTION OF PROPERTY: PIPETER VAN DYNE SUBOLVISION HE LOT 1017

Parcel Diz 12-10-33-bit Acid
Amount in Radeem as of
12/61/2021 IABME
Properly Acids 12-11/2
SAIFFINODO MARRIELLIA
The Introduct of properly
IABME 100221-960 10723-bit
IABME 100221-960 10723-bit
THE CT GROUN-CONSUMER
FUND FALIK BHAYKON AI FALIK BHAYKON AI

CITY OF WARREN NOTALINE OCCUPANT DESCRIPTION O PIPER'S VAN DY PINJ; 107 2774

CHY OF WARREN

THE CIT GROUP CONSUMER FRANCE BYD SUBSECTION OF THE STATE OF SUBSECTION OF THE CIT OF

CONSTRUME CONSTRUME CONSTRUME CONSTRUME

COMB FRIEND
BUCHNER PATRICK &
BARRATA
COCCUPANT
COCCUPAN

Parcel (DI); 12-12-23-402-004

Paral ID: 16:202-10:204
Ancert to Reterment of 1901/2012 19:06 16
1901/2012 19:06 16
Proposity Address 7 2 10:06
COMPART STANDIBLING
ANCERT STANDI

*464 IDR 14-13-73-903-017

Partial IOH: 12-(5-33-(03-018

Pural ID: 12-15-33-(01-01-8
Amoust to Hassan as of
1001(2021-18-28)
Projety Assans: 250
TOEFFER VARIBBILE
Plot Identity agricult english the projety
Internal REVENIVE ERMYCE
BRAY AGRIC G
COCUPANT:
DESCRIPTION OF PROPERTY:
DESCRIPTION OF PROPERTY:
2502

Palcetten, 12-13-11-165-013 Amount in Prade on as of Amount in Prade on as of Preparty Addiance 1697 READOW VARIABILES

The laterant person may be missage in mis property: Special scient Rubboulful A THE MATER REPORT A
VALENCE REPORT ENTAILS
FREDWARD REPORT ENTAILS
FREDWARD REPORT ENTAILS
FREDWARD REPORT ENTAILS
FREDWARD
FREDWA

DUNK THE SURFIBIORON HATIONAL

INE WAITMETON MYTIO SERMICES MIC MOUTO MADE UNIVERNI DVIN

DAYAK PREDDIGUEN SUDDUP

PRESSIGNA NAMED OCCUPANT: DESCRIPTION OF PROPERTY: PPER'S WAY DYKENO, 9 (L7. PNO); LOT 2672

Parcel Dr.: 12-12-33-405-025 Amount to Redemnes of 1200/2022 3,151,24 Property Address: 7011 MEAD WARREN LD

Trainerille Trainerille by property historie by property gestichampicserie cas of variables versi

nidenschierhol Pridenschierhol

ANDPERANT PRI HEZDOS BEAUCHAUP JOSEPH BEAUCHAUP JOSEPH PEAUCHAUP JOSEPH ANDERSON DARICA

ANDERSON DARICA
2014-63203
CITY OF YAMPIEN YOURSEWA
CITY OF YAMPIEN YOURSEW
DEALCHAIP, DESCRIPTION OF PROPERTY
PRETS YAM DYSE NO 9 (LT.
POOL LUI 2478

Part 1884, 17-12-03-103-030

ESEADOTY VARIEN IN
THE MEMORY DOPEN THE PART OF
THE ATTEMPT OF HE THE ASSESSED
BEAUCHAMP JOSEPH II
STATE OF HE THE ASSESSED
STATE OF HE THE ASSESS

American Redien is of 1900/2023 1,274.04 Property Address 7051 ESEADOW VIATREM ISI

ANDERSON DARICA 2014/173208 CITY OF VAUGEN VO21

YYCHYRV SZEMYAK ROBERT J BEAUCHALP JOSEPH IS SZEMYAK ROBERT J SZEMYAK ROBERT J

ARDERSON BOTH 2220S
DARRA
OHY OF WARREN YOU PROPRIED
EARLY OF WARREN YOU CARN
CATY OF WARREN YOU CARN
CATY OF WARREN YOU CARN
COLUMNIT
DESCRIPTION OF PROPERTY
PAYS VAN OYNE NO. 8 (17,
PAYS; 20T 2674

Paper | ID4: 12-13-33-107-003 Ambiect to Reclaim as of 12012/2012 #10-51 Properly Address: 21440 SHERIKODO WARREN IAI

trafelicing publicany ha intered to the property. Congenitati Wildle M &

ABO BISERFELT SUSAFIE OCCUPANIE OCCU

Percel (Dr.: 12-13-75-10)-031 Nacyrd yr Rederin a'c o' America de Plantes en es el 12/01/2023: 3,164,16 Proporty Address: 1067 VIC1011

SHEDWID HORALINE E STORKES WHOM & SHEPARD ROSALDE SHOCKES WHOM & SHEPARD ROSALDE SHAPERS! (SE SHEPARD HORALINE SHAPERS! (SE SHEPARD HORALINE SHAPERS! (SE SHEPARD HORALINE SHAPERS! (SE SHEPARD HORALINE E SHEPARD HORALINE E

(2017023; (Property A50 VANTEE (20 The Reference

Pacchild's: 15-15-33-109-034
Amount to Reviews as et all reviews as et al reviews as e

Parest (D.); 12-(3-73-40)-035 Arroughto Redeam on of 120(12012: 3,161,42 Property Address: 7201 PROSPECT WARREN ME The following puries way Through the profess and then an initial in his property.

From Bear Profession and the property and the property and the profession are profession and the profession Parkel DP: 14-75-3-50-07
Anderstic Receives of
120(1253: \$15.9)
Property Advances
TOP Troperty Advances
TOP STATE WARRISH MY
TOP LINE WARRISH MY
T

PAINT TO! 12-13-03-409-038
Annows to Research as all
\$191/60012-13-25-30
PROPAGE AND TOO
POOL SEAR PROPAGE AND
POOL SEAR POOL SE

Partal IDE: 12-10-23-411-026
Annuar to Budanos no ol
Tatenthinta: 3,928-52
Property Administration
The International Conference of the Partal Internation of the International Conference of Inter

Procedure 12-13-33-442-803
Accessor to Revision as of
1250126222: 1.490-62
IVENTURESTER VERMEN LE
The tradeing passes may have a
feature to the property.
THE PRINTINGS CONSTRUCTURE
THE PRINTINGS CONSTRUCTURE
ARMS. THE HUNTHING OUR MATIC BANKS MR COOPER MR COOPER MATICUS WARMERS FA MATICUS WARMER FA CHITCH HOME MATICUS MATI . LANG GEORGEG JA OCCUPANT DESCRIPTION OF PROPERTY. KNOW BARDERS STUDON/SICK P.P. (10), LOTES, WCL (12 WAO ALLEY ACM MEAR

Parcel (0s: 12-15 CS-426-002 Amount so Receives as of 1001/402851 1/57-25 GM Programmer of Parcel of Parcel of Parcel of Parcel of Notes in the Sample of Parcel of DESC (RRYTCH) OF PARCEL OF PERCE SAMPLE ON PARCEL OF PARCEL ON TOP SAMPLE OF PARCEL OF PARCEL ON TOP SAMPLE OF PARCEL OF PARCEL ON TOP SAMPLE OF PARCEL OF PARCE Partial 2011; 12-13-03-42-0-002

Parcel late: 12-32-32-32-09 Amount to Badjern's an air Second to Second to

Garmie Bacharias Occupativ Occupativ Opensippion of Properity Opens uni dure hole, loss 2414 a 2415

ascai Dat (2-13-33-426-032 Tos kelusbig jadas min kewasiki pris projesty. HDCHARDS CNI DEVAN GONS ROWRE GOCUPAITH DESCRIPTION OF PROPERTY: PERS AND DIKE NO. 9 G.T. PERS LOT 2421

Parcel 4Dat: 12-13-53-527-027

CITY OF WARREN The lotanting publics may have at the interest to give property: featured the interest to the construction of the control of t

Park # 12 13 43 427 02 Amend to Raders a 12/01/2022: 4,363,70 Prepary Address: 75 MEADOWN WARREN PARSA RESEARCH
PARSA CODY
PARSA CODY
PARSA CODY
PARSA CODY
PARSA CODY
PARSA CODE
PARSA C

Parcel (Dat: 12-17-43-427-638 Americk to Resigner as of tags (2002): 6,164,49 Property Address: 21614 VAN DYKE WARRES (A Office Warmer on Interest in the property: which he's property: which he's statica occupant described of Profesty: eppens out price no, a core 2712 Thriu 2717 Fig.

Feetal IDE: 12-15-33-420-01 BUCCER BIOLOGY DESCRIPTION OF PROPERTY PRETE VILLEVIE NO. 9 (L.T. PST): LOT 2729

Parcel (DF: 12-13-03-426-620 Amount to Receive as of 120617-023: 435-83 Properly Address: 7528 PROSPECT WARREN NO The Literary period for Marient The Literary period for Marien Telephone (Marient Marient Mari CHYSTAL F DESCRIPTION OF PROPERTY: LEGAL TEXADYNAU'S SURBANKION LOT 118

Parcel IOR: 12-13-33-499-024 Amount to Flecteum as of 12/01/2023: 3,462/52 Property Address: 7359 PROSPECT WARREN NR. PRISTED WARRENDE The follend parket may have I labred in this property: PERRICE LOSI AVA EARLY STELL AMES MELLISH AND ESTATE AMES MELLISH AND ESTATE PERRICE LOSI A OCCUPANT. occupant Deporiming of Profesty: Leo A. Tellinowskis Elebyshing J.T. Post, 101 122

Section: 12-(333-424-074 Amount to Place to US 12/01/2022 E. 650.63 Properly Address: \$140 DYKE WARREN AM 6.7 11.803 YAN The fellowing par MEYER TRIAE MEYER TRIAE Occupant: Description of Profesity: Leo A. Tempoyashts Burdonsich (d.T. Proj. Lots | 123 TO 105 HCL.

Pagasi low: 12-13-03-429-000
Annual to Receive at of
100-19822 1,884-85
PAGENEZY TABLES
PAGENEZY TABLES
PAGENEZY TABLES
T

Parceisbo: 12-13-33-428-640 Amount to Profession of 64 12-61-602: 642-45 Property Address: 75-43 WESTURISTER WARDIEWAR GWINEN SUBSECTION BAN SMOSELLIER ITO INN SMOSELLIER ITO WHEN IN ME BUDNEY WEST WARELES BROOKEN ALES WAS THE BUDNEY LLC RWI PROPERTIES LLC RVH PROPERTIES LLC GARKER PROPERTIES I

ilo Ivii finopayties (LC FRONT SELECTION OF PROPERTY: CEOA. TEMPOVENTA SUDDIVISION FO. POSELOT FO

CITY OF WARREN LEGAL TEMPOWERUS

aine: (2-(2-33-429-05) kmenet fa Nedekin 144 1210 170222 2,242.35 Property Address: 7641 NES INDRESTER TVARR The Leftwick Address Ind

Parcel I/Del 12-10-00-510-026 Place IDE: 10-12-03-31-068
Ampout to Receive as of
12/12/16/25/13-72-42
Proporty Address 2191 VACHT
15/13/16/16/14
Proporty Address 2191 VACHT
15/13/16/16/16/16
PERSON TIME PERSON TRUET
RESONACT FOR MACHAEL
RESONACT FOR

Parcel 100: 12-13-02-030-028 Amount in Redicate at of Amount is fleeken as of 200 Europe 2-23 y Accept WANTHEN 22 The fellewing patriet may have learned in this property: KOMACH BUZZANIE A ALLES KRIMENIA A KOMACH BUZZANIE A SUZAJINE OCCUPANIA A SUZAJINE OCCUPANIA Suzaire Descaption of Property: Pavards gardens sub (IA, Pog; 10197

Panel III : E2 IS IS 454 621 Arenn II : E1 IS IS 454 621 120022022 I, 616 51 Property Address: 7653 JACKSON WARREN IA COCUPANT: DESCRIPTION OF PROPERTY: ORLET'S VANOURE SUBJECTION EX, F23; LOT 55, BICL 122 VAC ALLEY ADDITION

Parest Dr. 12-13-03-45b-Amount to Reddom as all 12/65/2023-3,205, 10 Properly Address; 7008 JACKSON WARREN IN ro a ri, prol uz vao altav Debolopijon of Property Opleys van dyke Dogupan

Parcel IDR: 15-13-43-45006 Amount to Federat IS of 1200/022-555.07 Property Advances FRIARD WARRING IN The ISTOCHES Parties Bury Date Indigent in 115 projecting STEEL PLANCEY LLC STEEL REALTY LLC STEEL REALTY LLC OCCUPANT CCUPAIR ESCRIPTION OF PROPERTY:

Paure) IDH: 12-13-33-476-001 Inzumi la fiedenti de di (20172022: 2,846,46 Propeny Authorie: 7208 YACH) 2017/25/2 in-topuny Aldretz 2009 YACHI USPIREN 24 The Millering seeles vory have an alseet to this property. (PACCION LABORY 2 PROBLEM STEPRAY OCCURANT: DESCAPTION OF PROPERTY: INVARIDS GARDEN'S SUB (LA. MANDS GA

Parcel 804: \$2-13-33-476-016 PARCHED TO TO THE PARCHED TO THE PARCHED T OCCUPANT DESCRIPTION OF PROPERTY PVAIDE GARDERS SUB (EA PVAI): LOT 19 EKOTTHAT PART BAKEN FOR VAN DYKG AVE

Parcel IDO: 12-13-03-17-004 Amount is Pedgam as at 120 (12-02-4, old. 35 Property Addresses 7:235 FISHESI WARRIEN ME The IdPering parties may have at loteral to this paperay. CHOLAGE WAR CHOLAGE WAR OPANÍ: CREPTION OF PROPERTY: AOS GARDENS SUNTA

Parcettin: 19-13-33-477-022 Amount to Redgem as M 12-2012/22-3,040,07 Property Addists; 7216 JACKBON WARRENSE THE CONTRACT OF TRACE OF CONTRACT OF VINERED OCCUPANT:

CHY OF VINERED OCCUPANT:

COCUPANT:

COCU

Branch: CCY, User: DIAN

E-RECORDED RECEIVED REGISTER OF DEEDS MACOMB COUNTY, MI 2023 APR 04 1:00 PM

202300028810 L: 29071 P: 41 Pages: 1 04/04/2023 01:19 PM Fees: \$30.00 Anthony G. Forlini, Clerk/Register of Deeds Macomb County, MI



Michigan Department of Treasury 3626 (Rev. 04-21)

CERTIFICATE OF FORFEITURE OF REAL PROPERTY

issued under the authority of Public Act 206 of 1983; MCL 211.78g

On March 1, 2023 the following real property was forfeited to the MACOMB County Treasurer for NON PAYMENT OF REAL PROPERTY TAXES for the year(s) 2021

If the 2021 taxes are not paid by March 31, 2024, absolute title to the property and any equity associated with an interest in the property will vest in the foreclosing governmental unit, as provided by MCL 211.78k. If the property is foreclosed and sold or transferred, MCL 211.78t provides that a party with an interest in the property at the time of a judgment of foreclosure may claim interest in

| any remaining proceeds following the sale or | transfer. |
|---|-------------------------------------|
| Property ID No. | |
| 12-13-33-280-011 | |
| Owner According to Tax Record SMITH KELLY J | |
| Property Address | Amount for Which Property Forfeited |
| 7584 CHALMERS | |
| WARREN MI | \$ 1,256.49 |
| Property Description PIPERS VAN DYKE SUBDIVISION NO 4 LO | OT 1017 |
| Prepared by FRANK KRYCIA | Signature of County Treasurer |
| ASSISTANT CORPORATION COUNSEL ONE SOUTH MAIN - 8TH FLOOR | County Treasurer Name Printed |
| MT CLEMENS MI 48043 | LAWRENCE ROCCA |

Printed on 5/4/2024 11:48:38 AM

Branch: CCY, User: DIAN

E-RECORDED RECEIVED REGISTER OF DEEDS MACOMB COUNTY, MI 2024 APR 03 6:11 PM

202400027715 L: 29536 P: 458 Pages: 1 04/03/2024 06:12 PM Fees: \$30.00 Anthony G. Foriini, Cierk/Register of Deeds Macomb County, Mi



Michigan Department of Treasury 3626 (Rev. 04-21)

CERTIFICATE OF FORFEITURE OF REAL PROPERTY Issued under the authority of Public Act 206 of 1983; MCL 211,78g

On March 1, 2024 the following real property was forfeited to the MACOMB County Treasurer for NON PAYMENT OF REAL PROPERTY TAXES for the year(s) 2022

If the 2022 taxes are not paid by March 31, 2025, absolute title to the property and any equity associated with an interest in the property will vest in the foreclosing governmental unit, as provided by MCL 211.78k. If the property is foreclosed and sold or transferred, MCL 211.78t provides that a party with an interest in the property at the time of a judgment of foreclosure may claim interest in any remaining proceeds following the sale or transfer.

| Property ID No. | |
|---|-------------------------------------|
| 12-13-33-280-011 | |
| Owner According to Tax Record | |
| SMITH KELLY J | • |
| Property Address | Amount for Which Property Forfeited |
| 7584 CHALMERS | \$ 1,383,48 |
| WARREN MI | \$ 1,383.48 |
| Property Description PIPERS VAN DYKE SUBDIVISION NO 4 LOT | 1017 |
| | |
| | |
| | - |
| · · · · · · · · · · · · · · · · · · · | |
| Prepared by FRANK KRYCIA ASSISTANT CORPORATION COUNSEL | Signature of County Treasurer |
| ONE SOUTH MAIN - 8TH FLOOR | County Treasurer Name Printed |
| MT CLEMENS MI 48043 | LAWRENCE ROCCA |

Printed on 5/4/2024 11:48:36 AM



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400 WARREN, MI 48093-5285 (586) 574-4671 FAX (586) 574-4530 www.cityofwarren.org

August 7, 2024

Ms. Mindy Moore Council Secretary City of Warren

Re: Proposed Ordinance Amendment to the Commission on Disabilities Enabling Ordinance, Chapter 2, Section 2-265

Dear Council Secretary Moore:

Attached is a proposed amendment to the City's Commission on Disabilities enabling ordinance. The proposed amendment changes the member term from one year to three years. It also changes the number of commissioners from six to seven. Finally, the amendment adds a requirement that members have a demonstrated interest in fostering inclusion and removing barriers for persons with disabilities.

Please place this item on the next Council agenda and provide a copy of the ordinance to the councilmembers. If you need any further information, please call me at 586-574-4671.

Respectfully

Caitlin Murphy

Assistant City Attorney

CM/s/ltr to m moore w comm on disabilities ordinance Id107159

Attachment

Read and Concur:

Mary Michaels

Acting City Attorney

Approved:

Lori M. Stone

Mayor

| ORDINANCE | NO. | 80- | |
|------------------|-----|-----|--|
|------------------|-----|-----|--|

AN ORDINANCE TO AMEND CHAPTER 2, SECTION 2-265 TO CHANGE THE COMMISSION ON DISABILITIES MEMBER APPOINTMENTS FROM ONE-YEAR TERMS TO STAGGERED THREE-YEAR TERMS.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Chapter 2, Section 2-265 of the Code of Ordinances of the City of Warren, Michigan,

WHICH CURRENTLY READS AS FOLLOWS:

Sec. 2-265. Members and term.

The commission shall consist of six (6) members to be appointed by the mayor, at least three (3) of whom shall be persons covered by the Americans with Disabilities Act of 1990, as amended. The members shall serve for one-year terms and may be reappointed for any number of terms.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 2-265. Members and term.

The commission shall consists of seven six (6) mayor-appointed members, to be appointed by the mayor. At least three (3) members of whom shall be persons people covered by the Americans with Disabilities Act of 1990, as amended. All members shall have a demonstrated interest in fostering inclusion and removing barriers for people living with a disability. The members shall serve for staggered one three-year terms, and Members may be re-appointed for any number of terms.

| SECTION 2. This Ordinance shall take effect | t on | _2024. |
|---|--------------|-----------------|
| I HEREBY CERTIFY that the foregoing Ordin | nance No. 80 | _was adopted by |
| the Council of the City of Warren at its meeting held | on | _2024. |
| | | |
| | SONJA BUFFA | |
| | City Clerk | |
| Published: | | |



CITY CONTROLLER'S OFFICE ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289 PHONE (586) 574-4600 FAX (586) 574-4614

www.cityofwarren.org

DATE:

AUGUST 19, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

AWARD OF BID ITB-W-1279 FOR PRINTING OF THE 2025 CITY CALENDAR AND 2024

ANNUAL REPORT

The Purchasing Division concurs with the Communications Department and recommends that bid ITB-W-1279, for the printing of the 2025 City Calendar with 2024 Annual Report, be awarded to Mercury Print Productions, 2330 Innovation Way, Rochester, NY 14624, in a total amount not to exceed \$36,203.10 for 60,000 calendars.

On Wednesday, July 31, 2024 at 1:00 PM electronic bids were publicly opened for BID ITB-W-1279, Printing of the 2025 City Calendar and 2024 City Annual Report. Bids were solicited through BidNet® (MITN). Eleven (11) vendors responded with bids, which are summarized on the attached bid tabulation form submitted for your review.

The lowest bid, submitted by Millenium Printing, Inc., of Mississauga, Ontario, does not have experience with the City of Warren's postal regulations and codes. Therefore, the Purchasing Division concurs with the Communications Department and recommends an award to the second lowest bidder, Mercury Print Productions, which meets the City's specifications.

The City requested that vendors submit pricing for printing on 80# gloss cover and text and a second option for printing on 80# satin cover and satin text. Both options called required Text and cover stock #2 grade paper. The reason for requesting two options is due to the paper shortages that vendors experienced in recent years. The City is opting to go with the second option, which will have the printing done on 80# Satin Cover, Satin Text, and Text & Cover Stock #2 Grade Paper.

Funds are available in the following Account: 250-9250-88008.

Respectfully Submitted,

Craig Treppa Purchasing Agent

 Approved By:
 Signature
 Date

 Budget Director:
 8/9/2024

 Controller:
 8/9/2024

 MAYOR:
 8/20/2024

CORRECTED BID SUMMARY

City of Warren One City Square Warren MI 48093

BID: ITB-W-1279

BID OPENING DATE: 7/31/2024

DEPARTMENT: COMMUNICATIONS

PRODUCT OR SERVICE: 2025 CALENDAR/2024 ANNUAL REPORT

| BIDDER | | OPTION ONE TOTAL | NE OPTION TO TOTAL | | |
|--|----|---------------------|-----------------------|--------------|--|
| ACCUFORM PRINTING & GRAPHICS | \$ | 42,823.00 | \$ | 46,082.80 | |
| BRD PRINTING | \$ | 38,127.60 | \$ | 38,127.60 | |
| CAPITOL SUCCESS CONSULTANTS, LLC. | \$ | 139,960.00 | \$ | 150,059.80 | |
| COMPTON PRESS INDUSTRIES, LLC. | \$ | 38,946.60 | \$ | 38,946.60 | |
| HERALD, INC., THE | \$ | 45,698.00 | \$ | 45,698.00 | |
| IMAGE PRINTING CO., INC. | \$ | 47,231.00 | \$ | 47,231.00 | |
| INDIANA PRINTING AND PUBLISHING COMPANY, INC. | \$ | 39,060.60 | \$ | 39,060.60 | |
| MERCURY PRINT PRODUCTIONS | \$ | 36,148.14 | \$ | 36,203,10 | |
| MILLENIUM PRINTING, INC. | \$ | 34,100.00 | \$ | 34,100.00 | |
| PROGRESS PRINTING COMPANY | NO | OT SIGNED, THEREF | ÓRE, | NOT ACCEPTED | |
| TGI DIRECT | \$ | 62,100.00 | \$ | 62,100.00 | |

| | | 1 | | | 2 | | 3 | | 4 | | IND COMPARISON COST | |
|---|--------------|----|--------------------|---|----------------|---|----------------|--|--------|--|---------------------|--|
| BIDDER | | | | ABBITIONAL COST PER M (If ordered at time of limital order) | | ADDITIONAL COST PER PROOFS (beyond 3rd proof) | | PRE-FEIGHT, PRE-PRESS CORRECTION FEES (per hour) | | of caferdors plus con we have of pre-flight correction fees) 1 1 TOTAL + 2X FIEM 4) | | |
| ACCUFORM PRINTING & GRAPHICS | \$712.05 | 3 | 42,723.00 | \$ | 536.28 | \$ | 75.00 | \$ | 50.00 | \$ | 42.823.00 | |
| BRD PRINTING | \$633.46 | \$ | 38,007.60 | \$ | 575.00 | \$ | 50.00 | \$ | 60.00 | \$ | 38.127.60 | |
| CAPITOL SUCCESS CONSULTANTS, ELC. | \$2,330,00 | \$ | 139.800.00 | \$ | 3,400.00 | | NO CHARGE | \$ | 80.00 | \$ | 139,960.00 | |
| COMPTON PRESS INDUSTRIES, LLC. | \$647.11 | \$ | 38,824.60 | \$ | 485.33 | Γ | NO CHARGE | \$ | 60.00 | \$ | 38.946.60 | |
| HERALD, INC., THE | \$758.30 | 5 | 45,4 98 .0D | \$ | 726.77 | \$ | 125.00 | \$ | 100.00 | \$ | 45.698.0X | |
| IMAGE PRINTING CO., INC. | \$783.85 | \$ | 47.031.00 | \$ | 783.85 | \$ | 150.00 | \$ | 100.00 | 3 | 47,231.0X | |
| INDIANA PRINTING AND PUBLISHING COMPANY, INC. | \$648.510 | \$ | 38,910,60 | \$ | 608.14 | \$ | 30.00 | \$ | 75.00 | \$ | 39.060.60 | |
| MERCURY PRINT PRODUCTIONS | \$599.969 | \$ | 35,998.14 | \$ | 599.00 | \$ | 45.00 | \$ | 75.00 | \$ | 36,148.14 | |
| MILLENIUM PRINTING, INC. | \$560.00 | \$ | 33.600.00 | ş | 532.00 | \$ | 350.00 | 5 | 250.00 | \$ | 34,100.00 | |
| PROGRESS PRINTING COMPANY | | | | | NOT SIGNED. TH | ERE | FORE, NOT ACCE | PTEC | , | | | |
| TGI DIRECT | \$1.03 Per M | \$ | 61,800,00 | | \$2.00 Per M | \$ | 150.00 | \$ | 150.00 | \$ | 62.100.00 | |

Capital Success Consultants bid an incorrect extended total for Option 1, Item 1 in the amount of \$147.500.00. The corrected extended lotal for Item 1 is shown above.

Harald, Inc. bid an incorrect extended total for Option 1, Item 1 in the amount of \$45,498,85. The corrected extended total for Item 1 is shown above.

indiana Printing and Publishing Company, tre, bid an incorrect extended total for Option 1, item 1 in the amount of \$38,910.54. The corrected extended total for flerin 1 is shown above.

Millenium Printing, Inc. bid an incorrect extended total for Option 1, Item 1 in the amount of \$33,660.00. The corrected extended total for Item 1 is shown above.

IGI Direct bid an incorrect cost per M for Option 1, Hem 1 and Hem 2 based on the extended lotals shown above.

| op. | TON TWO PRICING (B | BU# SATI | N COVER, BOF |]A2 | N TEXT, TEXT AND CO | VER 5 | TOCK #2 GRADE PA | PER | | | | | |
|--|--------------------|---|--------------|------------------|---|-------|---|------|--|---------------------|---|--|--|
| | | 1 | | | 2 | | 3 | | 4 | BID COMPARISON COST | | | |
| BIDDER | COST FER M | TROD JATOT 000,05 NO? M ZRAGMIJAD | | | ADDITIONAL COST FER M (if ordered of time of initial order) | | ADDITIONAL COST PER PROOFS (beyond 3rd proof) | | PRE-FLIGHT, PRÉ-PRÉSS CORRECTION FEES (par hour) | | (Cost of calendars plus cost of two hours of pre-Hight correction fees) (ITEM 1 TOTAL + 2X ITEM 4) | | |
| ACCUFORM PRINTING & GRAPHICS | \$766.38 | \$ | 45.982,80 | \$ | 584,39 | \$ | 75.00 | \$ | 50.00 | \$ | 46.082.8 | | |
| BRD PRINTING | \$633.46 | \$ | 38,007.60 | \$ | 575.00 | \$ | 50.00 | \$ | 60.00 | \$ | 38,127.6 | | |
| CAPITOL SUCCESS CONSULTANTS, LLC. | \$2,498.33 | \$ | 149.899.80 | 5 | 3,600.00 | i | NO CHARGE | \$ | 80.00 | \$ | 150.059.8 | | |
| COMPTON PRESS INDUSTRIES, LLC. | \$647.11 | \$ | 38,826.60 | \$ | 485.33 | | NO CHARGE | \$ | 60.00 | \$ | 38.946.6 | | |
| HERALD, INC., THE | \$758.30 | \$ | 45.498.00 | \$ | 726.77 | \$ | 125.00 | \$ | 100.00 | \$ | 45,698.0 | | |
| IMAGE PRINTING CO., INC. | \$763.85 | \$ | 47,031.00 | \$ | 783.85 | \$ | 150.00 | \$ | 100.00 | \$ | 47.231. | | |
| INDIANA PRINTING AND PUBLISHING COMPANY, INC. | \$648.510 | \$ | 38,910,60 | \$ | 608.14 | \$ | 30.00 | \$ | 75.00 | \$ | 39.060. | | |
| MERCURY PRINT PRODUCTIONS | \$600.885 | ş | 36,053.10 | s | 600.00 | s | 45.00 | \$ | 75.00 | \$ | 36,203.1 | | |
| MILLENIUM PRINTING, INC. | \$560.00 | \$ | 33,600,00 | \$ | 532.00 | \$ | 350.00 | \$ | 250.00 | \$ | 34,100, | | |
| PROGRESS PRINTING COMPANY | ļ <u></u> | | | | NOT SIGNED. TH | 1ERE | FORE, NOT ACCE | PTED | | | - | | |
| TGI DIRECT | \$1.03 Per M | \$ | 61.800.00 | | \$2.00 Per M | \$ | 150.00 | \$ | 150.00 | \$ | 62,100. | | |

Copiled Success Consultants bid an incarrect extended total for Option 2, Item 1 in the amount of \$149,900,00. The corrected extended total for tiem 1 is shown above.

Herald, Inc. bid an incorrect extended total for Option 2, Item 1 in the amount of \$45,498.85. The corrected extended total for Item 1 is shown above.

Indiana Philling and Publishing Company, Inc. bid an incorrect extended total for Option 2, them 3 in the amount of \$38,910.54. The corrected extended total for them 1 is shown obove.

Millenium Printing, Inc. bid an incorrect extended total for Option 1, term 2 in the amount of \$33,660.00. The corrected extended total for Illem 1 is shown above.

TGI Direct bid an incorrect cost per M for Option 2, flam 1 and flam 2 based on the extended totals shown above.



COMMUNICATIONS DEPARTMENT

5460 ARDEN WARREN, MI 48092 (586) 258-2000 www.cityofwarren.org

August 13, 2024

Mr. Craig Treppa, Purchasing Agent Ms. Kristina Battle, Budget Director One City Square, Suite 425 Warren, MI 48093

RE: ITB-W-1279 - 2025 Calendar/2024 Annual Report

Dear Craig & Kristina:

I am writing to request your approval of Mercury Print Productions as the printer for the city's 2025 Calendar/2024 Annual Report. Mercury Print Productions is located at 2330 Innovation Way, Rochester, NY 14624.

Please note that Mercury Print Productions is the second lowest bidder. The lowest bidder was Millenium Printing, Inc. of Mississauga, Ontario. Because of Millenium Printing's inexperience with our postal regulations and codes, I am requesting that we be allowed to award this contract to Mercury Print who currently works with the US Postal Service and who's bid met the specification requirements of ITB-W-1279 and was just \$2,103.10 more at \$36,203.10.

A copy of the bid summary is attached. Funds for this purchase are available in account No. 9250-88008.

I appreciate your attention to this matter and your consideration.

Sincerely,

Clarissa Caytorf

Communications Director

Clarissa Cayton

RESOLUTION

Document No: ITB-W-1279

Product/Service: Printing of 2025 City Calendar/2024 Annual Report

Requesting Department: Communications

| At a Regu | lar Meeting of the City C | ouncil of the City of Warren, County of Macomb, |
|--|---------------------------|---|
| Michigan, held on _ | , 2 | 024 at 7 p.m. Local Time, in the Council Chamber at |
| the Warren Commu | unity Center Auditorium, | 5460 Arden, Warren, Michigan. |
| PRESENT: | Councilmembers: | |
| ABSENT: | Councilmembers: | |
| The followin | g preamble and resolution | on were offered by Councilmember |
| ************************************** | and supported b | y Councilmember |
| Electronic bids wer | e accepted, publicly ope | ned and read on <u>July 31, 2024 at 1 p.m.</u> |
| The followin | g bids were received by | City Council: |
| | BIDDER: | AMOUNT: |

Please see attached bid tabulation

The second lowest bid from Mercury Print Productions, 2330 Innovation Way, Rochester, NY 14624 has been determined to be the low responsible and cost effective bidder for printing the 2025 City Calendar/2024 Annual Report in the total amount not to exceed \$36,203.10 for printing and delivering 60,000 calendars printed on 80# Satin Cover, Satin Text, and Text & Cover Stock #2 Grade Paper.

Funds of \$36,203.10 are available in the Communications Department Account: 250-9250-88008.

IT IS RESOLVED, that the bid of <u>Mercury Print Productions</u> is hereby accepted by City Council to print the 2025 City Calendar/2024 Annual Report in a total amount not to exceed \$36,203.10.

| \$36,203.10. | | | | |
|-----------------------|---|--------------------|--|--|
| authorized to execute | HER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are ite any such documents that are necessary for this approval consistent with X Bid document □ Contract □ Resolution | | | |
| and in such form that | meets with the satisfaction of the City Attorney if r | eview is required. | | |
| AYES: Councilmem | oers: | | | |
| NAYS: Councilmem | bers: | | | |
| RESOLUTION DECL | ARED ADOPTED this day of | , 2024. | | |
| | Mindy Moore Secretary of the Council | | | |

CERTIFICATION

| STATE OF MICHIGAN |)) SS. |
|-----------------------------|--|
| COUNTY OF MACOMB | , |
| l, Sonja Buffa, du | ly elected City Clerk for the City of Warren, Macomb County, Michigan, |
| hereby certifies that the f | pregoing is a true and correct copy of the resolution adopted by the |
| Council of the City of Wa | rren at its meeting held on |
| | , 2024. |
| | |
| | Sonja Buffa City Clerk |
| | Chy Clork |



ONE CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 PHONE (586) 574-4600 FAX (586) 574-4614 www.cityofwarren.org

DATE:

AUGUST 13, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

OAK-W-1323; AWARD RECOMMENDATION TO PURCHASE OFFICE FURNITURE FOR

SANITATION

The Purchasing Department concurs with the Sanitation Division and recommends that City Council approve an award for furnishing office furniture to ODP Business Solutions, LLC, P.O. Box 633301, Cincinnati, OH 45263-3301, utilizing the Oakland County Contract #10418 in the total amount of \$26,955.81 (see attached).

The Sanitation Division is requesting an award to furnish and install new office furniture in the main Sanitation office as well as the Foremen's office, utilizing the Oakland County Contract #10418.

If approved by your honorable body, the new office furniture will replace office furniture that was handed down to Sanitation from the original City Hall, which is over twenty years old.

Funds are available in the following Account: 226-9226-98000.

Respectfully Submitted,

Craig Treppa

Purchasing Agent

| Approved By: | Signature | Date |
|------------------|--------------|-----------|
| Budget Director: | Wiffen SBHKC | 6/19/2024 |
| Controller: | Treedin | 8/18/2024 |
| MAYOR: | You M. Als | 8/20/2024 |



OAKLAND COUNTY EXECUTIVE DAVID COULTER

Purchasing

(248) 858-0511 | purchasing@oakgov.com

Buyer: SNG

CONTRACT NUMBER: 010418

Event # 00292

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

| Not To Exceed Amount: \$2 | Not To Exceed Amount: \$2,500,000 | | ate: October 1, 2023 | Expiration Date: September 30, 2026 | | |
|---------------------------|--|--------------|--|-------------------------------------|--|--|
| Contract Description: | Office Supplies | s and CoopAm | nerica Saves | * * | | |
| Contract | or Address: | | Contract Ac | iministrator Information: | | |
| Vendo | Vendor No: 5836 | | | ODP Business Solutions, LLC | | |
| ODP Busines | ODP Business Solutions, LLC Valya Broyer | | | Valya Broyer | | |
| 6600 North Military Trail | | | <u>Valva.bro</u> | over@odpbusiness.com | | |
| Boca Raton, FL 33496 | | | Or Krystal Gilbert Krystal.gilbert@odpbusiness.com | | | |
| Buy | er and | | County Contract Administrator | | | |
| Purchasing | Information: | | and Using Department: | | | |
| Scott | N. Guzzy | | • • • | • | | |
| OAKLAND COU | NTY PURCHASIN | NG | | | | |
| 2100 Pontia | ic Lake Rd 41W | | OAKLAND COUNTY | | | |
| Waterford, | MI 48328-2762 | | | | | |
| 248-8 | 58-0511 | | | | | |

The County and Contractor may be referred to individually as a "Party" or collectively as the "Parties." The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: Valya Broyer (Sep 4, 2023 20:50 CDT)

Valya Broyer Vice President

SOP PHÀ

FOR THE COUNTY:

SIGN: Scott Guzzy (Sep 5, 2023 07:50 EDT)

Scott N. Guzzy, CPPO, MBA, Purchasing Administrator

OAKLAND COUNTY PURCHASING

Rev 12/12/2022

CONTRACT NUMBER 10418



Jean-Francis Vellozzo 248-372-1651 jeanfrancis.vellozzo@odpbusiness.com Quote #: 619267 Date: 8/12/2024

08.12.24 TD 619267 CITY OF WARREN SANITATION - AUDITED

SOLD TO:

CITY OF WARREN OMNIA REG 4

1 CITY SQ

WARREN MI 48093

SHIP TO:

CITY OF WARREN Sanitation Division

25601 FLANDERS

WARREN MI 48089

WENDY SITEK

586-775-1400 X 1414

NOTES:

| LINE | QTY | PRODUCT | | | UN | IT SELL/LIST | EXT SELL/LIST |
|----------|-----|--|------------------------------------|--------|--|--------------|---------------|
| ONOTES | | | | | | | |
| 1 | 1 | ORDER NOTE | | | | \$0.00 | \$0.00 |
| | | OMNIA CONTRACT #R19181 | .2. | | | \$0.00 | \$0.00 |
| | | | | | % off List | 0.00 | |
| | | | | | ONOTES Su | btotal | \$0.00 |
| BACK OFF | ICE | miniminiminiminiminiminimini (m. 17. okazanyyma, zw. 18. okazanyma, m. 21. okazanyma, m. 21. okazanyma, m. 21. | y | ······ | | | |
| 2 | 2 | HF23C | | | | \$29.25 | \$58.50 |
| | | Lock Core Replacement Kit | Brushed Chror | ne | | \$65.00 | \$130.00 |
| | | | | | % off List | 55.00 | |
| | | Select Key Number | X101E | 101E | | | |
| 3 | 2 | HF23C | kemise edition in maneemakkit too. | | 206 306 00000 600 0000 0000 0000 0000 00 | \$29.25 | \$58.50 |
| | | Lock Core Replacement Kit | Brushed Chron | ne | | \$65.00 | \$130.00 |
| | | | | | % off List | 55.00 | |
| | | Select Key Number | .X102E | 102E | | | |
| 4 | 2 | HF23C | | | | \$29.25 | \$58.50 |
| | | Lock Core Replacement Kit | Brushed Chror | ne | | \$65.00 | \$130.00 |
| | | | Augusta 24 - August Velge | | % off List | 55.00 | |
| | | Select Key Number | ,X103E | 1035 | | | |
| | | | | | | | |

| LINE | QTY | PRODUCT | | | UNIT SELL/LIST | EXT SELL/LIST |
|------|-----|---|-----------------|---|----------------|---------------|
| 5 | 1 | HF23C | | | \$29.25 | \$29.25 |
| | | Lock Core Replacement Kit | Brushed Chrom | e | \$65.00 | \$65.00 |
| | | | | % off List | 55.00 | ۴ |
| | | Select Key Number | .X108E | 1088 | | |
| 6 | | HD2 | | | \$175.05 | \$525.15 |
| | | Metal Center Drawer 19W x 1 | 4 n | | \$389.00 | \$1,167.00 |
| | | | | % off List | 55,00 | |
| | | Select Paint Color | \$(P1) | P1 Paint Opts | | |
| | | Select Grade 1 Paint | .S. | Charcoal | | |
| 7 | 4 | HIWMM | | | \$411.75 | \$1,647.00 |
| | | Ignition 2 Task Mid-back, ilira | back | | \$915.00 | \$3,660.00 |
| | | | | % off List | 55.00 | |
| | | Control Type Select Arm Type Select Caster/Glide Option | .Y1 .A .S | Synchro-Tilt W Seat Slider Height and Width Adj. Arm Black All-Surface Caster | | |
| | | Select Mesh Color | .IM | 4-Way Black | | |
| | | Select Upholstery Upholstery Selection | \$(1) .UR | Grade 1 Uph Contourett | | |
| | | Contourett | 10 | Black | | |
| | | Select Lumbar | .BL | Black Adjustable Lumbar | | |
| | | Select Base Select Frame Color | .SB .T | Standard Base Black | | |
| | | | | | | |
| 8 | 3 | HSPSP281524BBFM | | | \$445.16 | \$1,335.48 |
| | | 28Hx15Wx24D Support Ped F | linth Mtl Front | | \$1,021.00 | \$3,063,00 |
| | | | | % off List | 56.40 | |
| | | Select Base Type | .BX | Recessed Plinth | | |
| | | Select Pull Type | .R | Radius | | |
| | | Case Paint Grade Options Select Grade 1 Paint | \$(P1) .P7A | P1 Paint Opts Textured Charcoal | | |
| | | Drawer Frt Paint Grade Options | | Match Case | | |
| | | Select Paint Color | NA NA | Match Case | | |
| | | Select Lock Option | L. V. | Lock | | |
| 9 | 2 | HSDEP2429F | | | \$91.24 | \$182.48 |
| | | 24'D End-Panel Supports: Fre | estanding | | \$266.00 | \$532.00 |
| | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | |

| LINE | QTY | PRODUCT | | | Į | JNIT SELL/LIST | EXT SELL/LIST |
|------|--|--|--------------------------------|--|-----------------------|----------------|---------------|
| 10 | 3 | HWR3072P | | | | \$268.91 | \$806.73 |
| | | Systems Rectangular Worksurf | ace Edgeband | f 30D x 72W | | \$784.00 | \$2,352.00 |
| | | | | | % off List | 65.70 | |
| | | Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Color | \$(L1STD) LAHD S S | Grd L1 Standard L Handspun Dove Charcoal Charcoal | aminatės | | |
| 11 | 1 | HWR2442P | | | | \$173.22 | \$173.22 |
| | | Systems Rectangular Worksurf | ace Edgeband | 1 24D x 42W | | \$505.00 | \$505.00 |
| | | | | | % off List | 65.70 | |
| | | Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Color | \$(L1STD) .LAHD .S .S | Grd L1 Standard i Handspun Dove Charcoal Charcoal | Laminates | | |
| 12 | | HSDMP729 | | | | \$104.96 | \$209.92 |
| | | Full-Hgt 29-1/2Hx72W Mod Pn | | | A British Dianakan | \$306.60 | \$612.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |
| 13 | 1 | HSDMP724 | | | | \$100.16 | \$100.16 |
| | | Half Hgt 14Hx72W Mod Pni | | | | \$292.00 | \$292.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |
| 14 | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | HSDMP424 | | | | \$91.58 | \$91.58 |
| | | Half Hgt 14Hx42W Mod Pnl | | | | \$267.00 | \$267.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |
| 15 | 6 6 | HSDEP3029F | Telly let New | in the same of | | \$100.84 | \$605.04 |
| | J | 30"D End-Panel Supports: Free | estanding | | | \$294.00 | \$1,764.00 |
| | | •• | - | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |

| LINE | QTY | PRODUCT | | | UNIT SELL/LIST | EXT SELL/LIST |
|--------------|------|---|---|---|------------------------------------|---------------|
| 16 | 1 | HSPSP281518BBFM | | | \$422.48 | \$422,48 |
| | | 28Hx15Wx18D Support Ped Plir | ntin Mtl Front I | IBF | \$969.00 | \$969.00 |
| | | | | % off | List 56.40 | |
| | | Select Base Type Select Pull Type Case Paint Grade Options Select Grade 1 Paint Drawer Frt Paint Grade Options Select Paint Color Select Lock Option | .BX .R \$(R1) .P7A \$(MATCH) .NA .L | Recessed Plinth Radius P1 Paint Opts Textured Charcoal Match Case Match Case Lock | | |
| Mari 10a dag | | wiining to the manager in the first factor of | imachiaethaeth de | BACK OF | FICE Subtotal | \$6,303.99 |
| MAIN OF | FICE | | | | | |
| 17 | 1 | HSLP283618FFM | | | \$717.22 | \$717.22 |
| | | Contain 28Hx36Wx18D 2H Late | ral Plinth Mt | Frnts | \$1,645.00 | \$1,645.00 |
| | | | | . % off | List 56.40 | |
| | | Select Base Type Select Pull Type Select Case Paint Select Grade 1 Paint Select Front Paint Select Paint Color Select Lock Option | .BX .R \$(P1) .P7A \$(MATCH) .NA .L | Recessed Plinth Radius P1 Paint Opts Textured Charcoal Match Case Match Case Lock | | |
| 18 | | HLED17AS 17" LED Light w/Power Supply | (Single) | % of | \$250.65 \$557.00 Ejst 55.00 | \$557.00 |
| 19 | 2 | HSPSP281518BBFM | | | \$422.48 | \$844.96 |
| | | 28Hx15Wx18D Support Ped Pli | nth Mti Front | BBF | \$969.00 | \$1,938.00 |
| | | | | % of | F List 56.40 | 1 |
| | | Select Base Type Select Pull Type Case Paint Grade Options Select Grade 1 Paint Drawer Frt Paint Grade Options Select Paint Color Select Lock Option | .BX .R \$(P1) .P7A \$(MATCH) .NA .L | Recessed Plinth Radius P1 Paint Opts Textured Charcoal Match Case Match Case Lock | | |

| Itl Front BBF Itl Front BBF Itl Front BBF Itl Front BBF | Recessed Plinth Radius P1 Paint Opts Textured Charco Match Case Lock Recessed Plinth Radius P1 Paint Opts Textured Charco Match Case Lock Match Case Lock Lock | % off List | \$445.16 \$1,021.00 \$6.40 | \$445.16 \$1,021.00 |
|---|---|--|----------------------------------|------------------------|
| ATCH) Itl Front BBF R R R R R R R R R R R R R | Radius P1 Paint Opts Textured Charco: Match Case Match Case Lock Recessed Plinth Radius P1 Paint Opts Textured Charco: Match Case Match Case Match Case | al % off List | \$445.16 \$1,021.00 56.40 | \$445.16 \$1,021.00 |
| Itl Front BBF Itl Front BBF A A Itl Front BBF | Radius P1 Paint Opts Textured Charco: Match Case Match Case Lock Recessed Plinth Radius P1 Paint Opts Textured Charco: Match Case Match Case Match Case | al % off List | \$445.16 \$1,021.00 56.40 | \$1,021.00 |
| Itl Front BBF Itl Front BBF A A Itl Front BBF | Radius P1 Paint Opts Textured Charco: Match Case Match Case Lock Recessed Plinth Radius P1 Paint Opts Textured Charco: Match Case Match Case Match Case | % off List | \$1,021.00 56.40 \$445.16 | \$1,021.00 |
| () FATCH) NOT COME TO SERVICE TO | P1 Paint Opts Textured Charco: Match Case Match Case Lock Recessed Plinth Radius P1 Paint Opts Textured Charco: Match Case Match Case | % off List | \$1,021.00 56.40 \$445.16 | \$1,021.00 |
| F F 1) F A T (ATCH) N N | Recessed Plinth Radius P1 Paint Opts Textured Charco: Match Case Match Case | , | \$1,021.00 56.40 \$445.16 | \$1,021.00 |
| F F 1) F A T (ATCH) N N | Recessed Plinth Radius P1 Paint Opts Textured Charco: Match Case Match Case | , | 56.40 \$445.16 | |
| F 1) F A T (ATCH) M M | Radius P1 Paint Opts Textured Charco Match Case Match Case | , | \$445.16 | \$445.16 |
| F 1) F A T (ATCH) M M | Radius P1 Paint Opts Textured Charco Match Case Match Case | al | | \$445.16 |
| tt Frant FF | | | | \$445.16 |
| lei Frant FF | | | | - Garana (1944) - 1944 |
| | | | \$1,021.00 | \$1,021.00 |
| MORPHA | | % off List | 56.40 | |
| i) F N IATCH) I | Match Case Match Case | à | | |
| | | | \$367.65 | \$367.65 |
| Chain(STAR) | TER) | | \$817.00 | \$817.00 |
| | | % off List | 55.00 | |
| | ATCH) | ATCH) Match Case Match Case Lock Chain(STARTER) | ATCH) Match Case | ATCH) Match Case |

| LINE | QTY | PRODUCT | | | UN | IT SELL/LIST E | XT SELL/LIST |
|------|-----|--|---------------------|--------------------------------|------------|--------------------|---------------------|
| 25 | 1 | HLSL48TW | | | | \$171.00 | \$171.00 |
| | | WM Tackboard for 48W WM | Overhead | | | \$380.00 | \$380.00 |
| | | | | | % off List | 55.00 | |
| | | Fabric Selection Grd A Fab Select Appoint Fabric Color | \$(A) .APN 27 | Grd A Fabric Appoint Jet | | | |
| 26 | 1 | HSLACW57 | | | | \$129.49 | \$129.49 |
| | | Contain 57 lb Lateral Counte | rweight Kit | | | \$297.00 | \$297,00 |
| | | | | | % off List | 56.40 | |
| | | | | SEAS ELLA CONTAT | | \$2 9.2 5 | \$117.00 |
| 27 | 4 | HF23C Lock Core Replacement Kit | Brushed Chro | me | | \$65.00 | \$260.00 |
| | | Lock Core Replacement No | 0.00.00 | | % off List | 55.00 | · |
| | | Select Key Number | .X105E | 105E | | | |
| 28 | 2 | HF23C Lock Core Replacement Kit | Brushed Chro | me | | \$29.25 \$65.00 | \$58,50 \$130.00 |
| | | Select Key Number | .X106E | 106E | % off List | 55.00 | |
| 29 | 2 | HF27S | | | | \$20.70 | \$41.40 |
| | | Satin Removable Lock Core | Cit | | | \$46.00 | \$92.00 |
| | | | | | % off List | 55.00 | |
| | | Select Key Number | ,X106E | 106E | | | |
| 30 | 2 | HD2 | | | | \$175.05 | \$350.10 |
| | | Metal Center Drawer 19W x | 14D | | | \$389.00 | \$778.00 |
| | | | | | % off List | 55.00 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |
| 31 | 3 | HLSL1212 | | | | \$183.60 | \$550.80 |
| | | 12" x 12" storage cube | | | | \$408.00 | \$1,224.00 |
| | | | | | % off List | 55.00 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .5 | P1 Paint Opts Charcoal | | | |

| LINE | QTY | PRODUCT | | | UNIT SELL/LIST | EXT SELL/LIST |
|--|---------------------------------------|--|---------------------|--|----------------------|----------------------|
| 32 | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | H919436 | | | \$320.90 | \$320.90 |
| | | 36Wx18D Square Edge Lamina | te Top For Lati | eral File | \$736.00 | \$736.00 |
| | | | | % off List | 56,40 | |
| | | | | | 20.4% | |
| | | Select Laminate Select Grade 1 Laminate Finish | \$(L1\$TD) .LAHD | Grd L1 Standard Laminates Handspun Dove | | |
| 33 | 3 | HIWMM | | | \$411.75 | \$1,235.25 |
| | | Ignition 2 Task Mid-back, ilira k | oack | | \$915.00 | \$2,745.00 |
| | | • | | % off List | 55.00 | |
| | | Control Type | .Y1 | Synchro-Tilt W Seat Slider | | |
| | | Select Arm Type | .A | Height and Width Adj. Arm | | |
| | | Select Caster/Glide Option | .S | Black All-Surface Caster | | |
| | | Select Mesh Color | .IM | 4-Way Black | | |
| | | Select Upholstery | \$(1) | Grade 1 Uph | | |
| | | Upholstery Selection | .UR | Contourett | | |
| | | Contourett | 10 | Black | | |
| | | Select Lumbar | .BL | Black Adjustable Lumbar | | |
| | | Select Base | .SB | Standard Base | | |
| | | Select Frame Color | J | Black | | |
| 34 | 1 | HWR3072P Systems Rectangular Worksurf | ace Edgeband | 요리트로서 끝내려는 그리던 이번 병화하 | \$268.91 \$784.00 | \$268.91 \$784.00 |
| | | | | % off List | 65.70 | |
| | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | | |
| | | Select Grade 1 Laminate Finish | .LAHD | Handspun Dove | | |
| | | Select Edgeband Color | , S | Charcoal | | |
| | | Select Grommet Color | . S | Charcoal | | |
| 35 | 1 | H514C | | | \$493.99 | \$493.99 |
| | | 510 Series 4 Drawer Legal w/Lo | ock | | \$1,133.00 | \$1,133.00 |
| | | | | % off List | 56.40 | |
| | | Lock Opts | .р | Standard Random Key Lock | | |
| | | Select Paint Color | \$(P1) | P1 Paint Opts | | |
| | | Select Grade 1 Paint | .s ´ | Charcoal | | |
| | | H10534K | | | \$621.00 | \$621.00 |
| 36 | | · 조선 및 시작되고 한 원교회원으로 현재되었다. | In Storngo d F | r Lacking ETA | \$1,380.00 | \$1,380.00 |
| | | 10500 Serles72x37 1/8 Stack-(| vr⊃rarq\$e 4-f | % off List | 55.00 | 4 -7,5-0 |
| | | | | 70 OF LIST | 33.9 6 | |
| | | Select Top Laminate Color | \$(L1STD) | Grd L1 Standard Laminates | | Oliver - H |
| | | Select Top Laminate Color | .5 | Charcoal | | |
| fill die | | Select Chassis Laminate Color | 5 | Charcoal | | fra di |
| | | | | | | |

| LINE | QTY | PRODUCT | | | UNIT SELL/LIST | EXT SELL/LIST |
|--------------|---------------------------|--|--|--|----------------|---------------|
| 37 | 1 | H105856 | | | \$135.45 | \$135.45 |
| | | 10500 Series Back enclosure fo | r 72"W Stack | on Storage | \$301.00 | \$301.00 |
| | | | | % off Li | st 55.00 | |
| | | Select Laminate Select Grade 1 Laminate Finish | \$(L1STD) .S | Grd L1 Standard Laminate Charcoal | es | |
| 38 | 1 | H90056 | ikus komen. Tangan | | \$186.30 | \$186.30 |
| | | 10500 Series Tckbd for 72"W S | tack on Strg B | ck Enclosure | \$414.00 | \$414.00 |
| | | | | % off Li | st 55.00 | |
| | | Fabric Selection Grd A Fab Select Appoint Fabric Color | \$(A) .APN 27 | Grd A Fab Appoint Jet | | |
| 39 | 1 | HLDST1 | | Maria de la compania | \$191.25 | \$191.25 |
| | - | 26-1/2Wx12-1/2Dx10-1/2H De | sktop Storage | Terrace | \$425.00 | \$425.00 |
| | | | % off L | st 55.00 | | |
| | | Select Laminate Select Grade 1 Laminate Finish Select Paint Finish | \$(L1STD) .S .S | Grd L1 Standard Laminate Charcoal Charcoal | es | |
| 40 | | HNL1772RT | | | \$339.30 | \$339,30 |
| | | 72x17x14-5/8 Recpt Trans Cht | rfor desk | | \$754.00 | \$754.00 |
| | | | | % off Li | st 55.00 | |
| | | Select Edge Detail Edgeband Color Selection Select Top Laminate Color Select Grade 1 Laminate Finish Select Chassis Laminate Color Select Grade 1 Laminate Finish | .G \$ \$(L15TD) .S \$(L15TD) .S | Smooth, Flat Charcoal Grd L1 Standard Laminat Charcoal Grd L1 Standard Laminat Charcoal | | |
| Yenn Andreas | Marie Paris de la Colonia | HSDEP3029F | <u>Ca lantinil na roki</u> | <u>Alimina (y. 1</u> 00) <u>Milys</u> assi (A.118) | \$100.84 | \$403.36 |
| 41 | 4 | 30"D End-Panel Supports: Free | estanding | | \$294.00 | \$1,176.00 |
| | | 30 Delia Falla Sapporta Free | .starraing | % off L | | , _, _ |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | |
| 42 | | HSDMP364 | | | \$86.78 | \$86,78 |
| | | Half Hgt 14Hx36W Mod Pnl | | | \$253,00 | \$253.00 |
| | | | | % off L | ist 65.70 | |
| A | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | |

| LINE | QTY | PRODUCT | | | UNI | T SELL/LIST E | XT SELL/LIST |
|------|-----|--|------------------------------|---------------------------|-----------------|----------------------|----------------------|
| 43 | 1 | HSDMP424 | | | | \$91.58 | \$91.58 |
| | | Half Hgt 14Hx42W Mod Pnl | | | | \$267.00 | \$267.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |
| 44 | | HSDMP609 Full-Hgt 29-1/2Hx60W Mod Pnl | | | | \$100.84 \$294.00 | \$100.84 \$294.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) \$ | P1 Paint Opts Charcoal | | | |
| 45 | 4 | HSDEP2429F | ingan iwa katawa na mwaka ka | | C. 374 (C. 100) | \$91.24 | \$364.96 |
| | · | 24'D End-Panel Supports: Frees | tanding | | | \$266.00 | \$1,064.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |
| 46- | | HSDMP724 | | | | \$100.16 | \$100.16 |
| | | Half Hgt 14Hx72W Mod Pnl | | | | \$292.00 | \$292.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .\$ | P1 Paint Opts Charcoal | | | |
| 47 | 1 | HSDMP729 | | | | \$104.96 | \$104.96 |
| | | Fuil-Hgt 29-1/2Hx72W Mod Pnl | | | | \$306.00 | \$306.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |
| 48 | 2 | HSDRK29 | | | | \$48.02 | \$96.04 |
| | | 29.5"H Return Kit | | | | \$140.00 | \$280.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |
| 49 | 1 | HSDSL29 | | | | \$173.56 | \$173.56 |
| | | Abode Shared Leg | | | | \$506.00 | \$506.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |

| LINE | QTY | PRODUCT | | | บท | IT SELL/LIST | EXT SELL/LIST |
|------------|---------------|--|--------------------------------|---|-------------------|----------------------|----------------------|
| 50 | | HTWTH | | | | \$40.13 | \$40.13 |
| | | Acc Hrzti Wall Track for OH Sto | rage-60"W | | | \$117.00 | \$117,00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Finish | .P | Black | | | |
| 51 | 1 | HRVOH48FM | fry - Takimmil | Mi Vand Hardanii firmi da | ini. P., pandina. | \$2 9 5.32 | \$295.32 |
| | | Abound Overhead-Metal Flipp | er Door 48" | | | \$861.00 | \$861.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint Select Lock Option | \$(P1) .S .L | P1 Paint Opts Charcoal Lock | | | |
| 52 | **** 1 | HWR2460P | | | | \$217.12 | \$217.12 |
| | | Systems Rectangular Worksurf | ace Edgeband | 24D x 60W | | \$633.00 | \$633.00 |
| | | | | | % off List | 65,70 | |
| | | Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Color | \$(L1STD) LAHD S S | Grd L1 Ständard Handspun Döve Charcoal Charcoal | Laminates | | |
| 53 | 2 | HWR2472P | | | | \$240.10 | \$480.20 |
| | | Systems Rectangular Worksurf | ace Edgeband | 1 24D x 72W | | \$700.00 | \$1,400.00 |
| | | | | | % off List | 65.70 | |
| | | Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Color | \$(L1STD) .LAHD .S .S | Grd L1 Standard Handspun Dove Charcoal Charcoal | Laminates | | |
| | | | | | | ¢102 E0 | \$103.59 |
| 54 | | HSDMP669 Full-Hgt 29-1/2Hx66W Mod Pr | | | | \$103.59 \$302.00 | \$302.00 |
| | | Effil-Like 52-1/5E0000 Mida st | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) S | P1 Paint Opts Charcoal | | | |
| | | | | | | ¢22C 22 | énce en |
| S 5 | 1 | HWR3060P Systems Rectangular Worksurf | face Edgebood | 1 30D v 60W | | \$236.33 \$689.00 | \$236.33 \$689.00 |
| | | Systems rectangular worksun | iace Eußenani | 1 30D X 00VV | % off List | 65.70 | 4 |
| | | Calagelogying | ČII 1CTD) | سماد ۱۹ کست | | 03.70 | |
| | | Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Grommet Color | \$(L1STD) .LAHD .S .S | Grd L1 Standard Handspun Dove Charcoal Charcoal | Laminates | | |
| | | | | MA | N OFFICE S | ubtotal | \$11,686.60 |

| LINE | QTY | PRODUCT | | | UNIT SELL/LIST | EXT SELL/LIST |
|-------------------------|-------------------------|--|-------------------------|--|----------------------|----------------------|
| 56 | 1 | HD2 | | | \$175.05 | \$175.05 |
| | | Metal Center Drawer 19W x 14 | | | \$389.00 | \$389.00 |
| | | Wictal Celtes of away 10 % 2.4 | | % off List | 55.00 | |
| | | | | 7a.UH LISU | | |
| | | Select Paint Color | \$(P1) | P1 Paint Opts | | |
| | | Select Grade 1 Paint | | Charcoal | | |
| 57 | 1 | HWP3060P | | | \$285.72 | \$285.72 |
| | | Systems Peninsula 30Wx60L Ed | dgeband | | \$833.00 | \$833.00 |
| | | · | | % off List | 65.70 | |
| | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | | |
| | | Select Grade 1 Laminate Finish | CHAJ. | Handspun Dove | | |
| | | Select Edgeband Color Select Grommet Color | .\$.\$ | Charcoal Charcoal | | |
| | | Select Grothitlet Color | | | | |
| 58 | | HWR2448P | | | \$183.85 | \$183.85 |
| | | Systems Rectangular Worksurf | ace Edgeband | l 24D x 48W | \$536.00 | \$536.00 |
| Bay Teles Marie Sala | | | | % off List | 65.70 | |
| | | | | | | |
| | | Select Laminate Select Grade 1 Laminate Finish | \$(L15TD) .LAHD | Grd L1 Standard Laminates Handspun Dove | | |
| | | Select Edgeband Color | .S | Charcoal | | |
| | | Select Grommet Calor | .s | Charcoal | | |
| . Primilia. | | | * 1 Sa Tambili Déannain | <u> 1 anna an t-òraig agus an t-òraig an t-òraig</u> | énan no | ¢222 00 |
| 59 | 1 | HWR2466P | | | \$232.90 | \$232.90 \$679.00 |
| | | Systems Rectangular Worksurf | ace Edgeband | | \$679.00 | \$679.00 |
| | | | | % off List | 65.70 | |
| | | Select Laminate | \$(L1STD) | Grd L1 Standard Laminates | | |
| • | | Select Grade 1 Laminate Finish | .LAHD | Handspun Dove Charcoal | | |
| | | Select Edgeband Color Select Grommet Color | .\$.\$ | Charcoal | | |
| E CARACT | on in the second of the | ・ 医臓患者 ことします・1 名称の出力・10-7 。 | tio Valgati kees | 。 商品 (1917) (2019) (實際) (實際) (實際) (| eri juda grayawi (iz | Na akaban |
| 60 | 1 | HIWMM | | | \$411,75 | \$411.75 |
| | | Ignition 2 Task Mid-back, ilira I | pack | | \$915.00 | \$915.00 |
| | 화시 생활하 | | | % off List | 55.00 | |
| | | Control Type | | Carabas Tile VAL Cont Clider | | |
| | | Select Arm Type | .Y1 .A | Synchro-Tilt W Seat Slider Height and Width Adj. Arm | | |
| | | Select Caster/Glide Option | S | Black All-Surface Caster | | |
| | | Select Mesh Color | .IM \$(1) | 4-Way Black Grade 1 Uph | | |
| Karat P | | Select Upholstery Upholstery Selection | .UR | Contourett | | |
| | | Contourett | 10 | Black | | |
| | | Select Lumbar Select Base | .BL .SB | Black Adjustable Lumbar Standard Base | | |
| | | Select Frame Color | Ţ | Black | | |
| | | | | | e basilik di | |

| LINE | QTY | PRODUCT | | | | JNIT SELL/LIST | EXT SELL/LIST |
|------|-----|---|--------------------------|---|------------|------------------------------|---------------------|
| 61 | 2 | HSLP283018FFM | | | | \$610.40 | \$1,220.80 |
| | | Contain 28Hx30Wx18D 2H Lateral | Plinth Mtl | Frnts | | \$1,400.00 | \$2,800.00 |
| | | | | | % off List | 56.40 | |
| | | Select Grade 1 Paint .P7 | P1) 7A MATCH) | Recessed Plinth Radius P1 Paint Opts Textured Charco Match Case Match Case Lock | al | | |
| 62 | | HSPSP281518BBFM | | | | \$413.76 | \$413,76 |
| | | 28Hx15Wx18D Support Ped Plinth I | Mtl Front I | 3 BF | | \$949.00 | \$949.00 |
| | | | | | % off List | 56.40 | |
| | | Select Grade 1 Paint P | P1) 7A MATCH) A | Recessed Plinth Radius P1 Paint Opts Textured Charco Match Case Match Case Omit Lock | al (| | |
| 63 | 1 | HLED31A | | | | \$367.65 | \$367.65 |
| | | 31" LED Light W/PwrSupplyForDais | yChain(ST | ARTER) | | \$817.00 | \$817.00 |
| | | | | | % off List | 55.00 | |
| 64 | | HCNLEG29 Support Column For Peninsula 29 Select Paint Color 5(Select Grade 1 Paint S | P1) | P1 Paint Opts Charcoal | % öff ust | \$99.47 \$290.00 65,70 | \$99.47 \$290.00 |
| 65 | 2 | HSLACW50 | | | | \$123.82 | \$247.64 |
| | | Contain 50 lb Lateral Counterweigh | nt Kit | | | \$284.00 | \$568.00 |
| | | | | | % off List | 56.40 | |

| LINE | QTY | PRODUCT | | | UN | IT SELL/LIST | EXT SELL/LIST |
|-----------|----------|---|-------------------------------|--|------------|---------------------|---------------------|
| 66 | 1 | HUSEMOD1342 | | | | \$217.12 | \$217.12 |
| | | Laminate Modesty 13h x 42w | | | | \$633.00 | \$633.00 |
| | | | | | % off List | 65.70 | |
| | | Select Laminate Select Grade 1 Laminate Finish Select Edgeband Color Select Color Option | \$(LISTD) .\$.\$.P | Grd &1 Standard Charcoal Charcoal Black | Laminates | | |
| 67 | 2 | HF27S | | | | \$20.70 | \$41.40 |
| | | Satin Removable Lock Core Kit | | | | \$46.00 | \$92.00 |
| | | | | | % off List | 55.00 | |
| | | Select Key Number | .X107E | 107E | | | |
| 68 | | HSDMP664 Half Hgt 14Hx66W Mod Phl | | | | \$99.13 \$289.00 | \$99.13 \$289.00 |
| Ì. | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade I Paint | \$(P1) S | P1 Paint Opts Charcoal | | | |
| 69 | 1 | HSDMP489 | | | | \$99.13 | \$99.13 |
| | | Full-Hgt 29-1/2Hx48W Mod Pnl | | | | \$289.00 | \$289.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |
| 70 | | HSDMP309 | | | | \$91.92 | \$91.92 |
| ,0 | | Full-Hgt 29-1/2Hx30W Mod Pnl | | | | \$268.00 | \$268.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) S | P1 Paint Opts Charcoal | | | |
| | | | | | | | |
| 71 | 2 | HSDEP2429F | | | | \$91.24 | \$182.48 |
| | | 24'D End-Panel Supports: Frees | tanding | | | \$266.00 | \$532.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |
| 72, | 1 | HSDEP2429F | | | | \$91.24 | \$91.24 |
| | | 24'D End-Panel Supports: Frees | tanding | | | \$266.00 | \$266.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) | P1 Paint Opts Charcoal | | | |

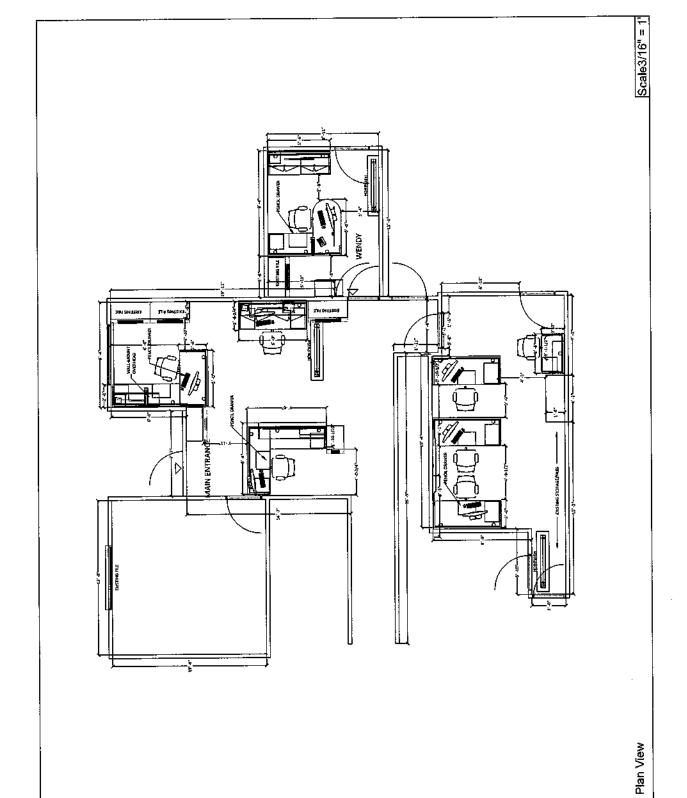
| LINE | QTY | PRODUCT | | | UN | IT SELL/LIST | EXT SELL/LIST |
|-------------|-----------------------|---|---|--|---------------------------|----------------------------------|------------------------|
| 73 | 1 | HSDEP1129F | | | | \$85.75 | \$85.75 |
| | | 11"D End-Panel Supports: Fr | eestanding | | | \$250.00 | \$250.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .S | P1 Paint Opts Charcoal | | | |
| 74 | | H90055 | | | | \$176.85 | 5176.85 |
| | | 10500 Series Tckbd for 66"W | / Stack on Strg B | ck Enclosure | | \$393.00 | \$393,00 |
| | | | | | % off List | 55.00 | |
| | | Fabric Selection Grd A Fab Select Appoint Fabric Color | S(A) .APN 27 | Grd A Fab Appoint Jet | | | |
| Minitalist. | erbili (Chihila) a | | anni neghala | GORAGE, STANIA | | de la compania | tivos y como |
| 75 | 1 | H105855 10500 Series Back enclosure | for 66"\W Stack | on Storage | | \$126.45 \$281.00 | \$126.45 \$281.00 |
| | | 10200 26Hez pack eliciosole | TOT OO W SCACK | O(I D(O) age | % off List | 55.00 | 4-4-104 |
| | | Select Laminate | \$(L1STD) | Grd L1 Standar | | | |
| | | Select Grade 1 Laminate Finish | | Charcoal | u Lanninaces | | |
| 76 | 1 | H10533K 10500 Series66x37 1/8 Stack Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color | -On Storage 4-0 \$(L1STD) .S S | Or Locking ETA Grd L1 Standar Chercoal Chercoal | % off List d Laminates | \$605.25 \$1,345.00 \$5.00 | \$605.25 \$1,345.00 |
| 77 | 4 | HF23C | | | | \$29.25 | \$117.00 |
| | | Lock Core Replacement Kit | Brushed Chron | ne | | \$65.00 | \$260.00 |
| | | Select Key Number | .X107E | 107E | % off List | 55.00 | |
| 78 | | HLSL1212 12" x 12" storage cube Select Paint Color | \$(P1) | P1 Paint Opts | % off List | \$183.60 \$408.00 55.00 | \$183.60 \$408.00 |
| | | Select Grade 1 Paint | | Charcoal | | | |
| 79 | 1 | HSDSL29 | | | | \$173.56 | \$173.56 |
| | | Abode Shared Leg | | | | \$506.00 | \$506.00 |
| | | | | | % off List | 65.70 | |
| | | Select Paint Color Select Grade 1 Paint | \$(P1) .\$ | P1 Paint Opts Charcoal | | | |

| LINE | QTY | PRODUCT | | UNIT SELL/LIST | EXT SELL/LIST |
|----------|-----|-------------------------|---------------------------------------|--|---------------|
| | | | | WENDY Subtotal | \$5,929.47 |
| zINSTALL | | | | | |
| 80 | 1 | INSTALLRT | | \$8,085.75 | \$3,035.75 |
| | | tabor to Receive Delive | rand Install per proposal | \$0.00 | \$0.00 |
| | | | 7 | 6 off List 0.00 | |
| | | | All work during Re | gular Business Hours | |
| | | | No stair carry Area to be free an | li aliani | |
| | | | Area to be flee an Non-Union Labor | LML 2002 MELTE AND LE CONTRA DE PRESENTA ACCESADA DE LA MARC | |
| | | | | NSTALL Subtotal | \$3,035.75 |
| | | | Subtotal LIST/SELL | \$58,662.00 | \$26,955.81 |
| | | | | | |
| | | | GRAND TOTAL | | \$26,955.81 |

~Ordering Notes~

- * Deposit may be due at time of order
- * The applicable tax will be applied at the time of invoicing
- * Estimated leadtime is subject to the manufactures production / shipping schedules
- * This proposal contains Special Order items that are Not Returnable
- * Once an order is placed, cancellations are Not Allowed

WOWN WOOLD SECTION TO THE WORK OF THE WORK



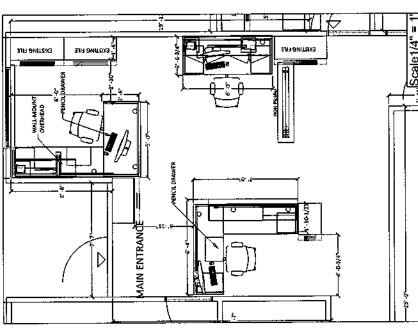
CITY OF WARREN
SANITATION BIVISION
WARREN, MI

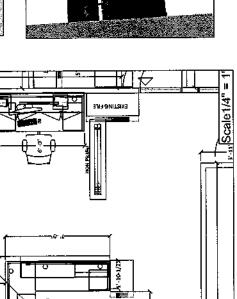
OVERALL FURNITURE PLAN

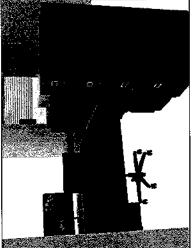
SCALE; SALES; DESIGNER;

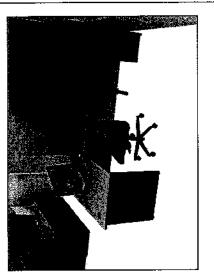
AS NOTED

JF Vellozzo Jayne Hillsman











Finishes Shown:



(1) L-SHAPE DESK W/OVERHEAD 5'-0 x 8'-6" W/BBF, LAT, FF, PEN

(1) DESK W/HUTCH 2'-6" x 5'-0" W/BBF

(1) RECEPTION DESK 7'-6" \times 6'-6" W/ BBF, FF, LAT, VERT, FILE, PENCIL DWR

NOTES: MAIN ROOM

Plan View

HANDSPUN DOVE LAMINATE

CHARCOAL PAINT- METAL

TEXTURED APPOINT JET BLACK CONTOURETT CHARCOAL TACKBOARD FABRIC CHAIR FRAME BLACK PAINT SEATING FABRIC

MAIN OFFICE

AS NOTED SALES SCALE

JF Vellozzo Jayne Hillsman

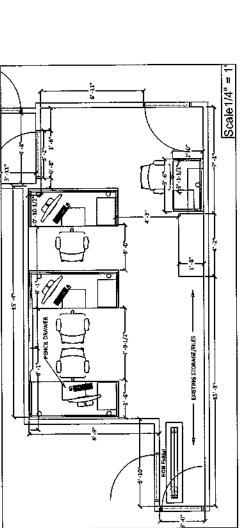
DESIGNER

*Renderings are conceptual and for reference only. This is an artistic representation and may not capture exact attributes and final details.
Colors, textures, and patterns viewed from your screen or printer may vary from actual production due to individual computer/monitor settings. Physical samples can be sent prior to placing furniture order.

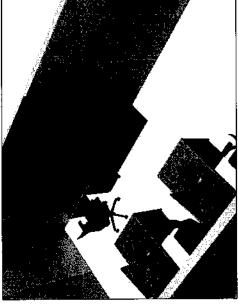
OCD TANKES

CITY OF WARREN

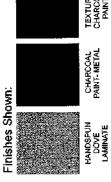
SANITATION DIVISION WARREN, MI



Plan View









TEXTURED APPOINT LET BLACK CONTOURETT CHARCOAL TACKBOARD FABRIC CHAIR FRAME BLACK PAINT

BACK OFFICE

SALES SCALE

AS NOTED

JF Vellozzo Jayne Hillsman

-Renderings are conceptual and for reference only. This is an artistic representation and may not capture exact attributes and final details.
Colors, textures, and patterns viewed from your screen or printer may vary from actual production due to individual computer/monitor settings. Physical samples can be sent prior to placing furniture order.

OCD ENVIRONS

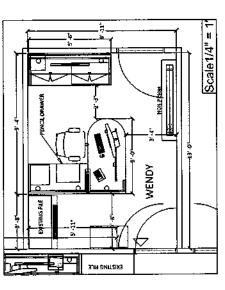
SHOOL WITH ALC AND FOR CONTRACTION OF SALES AND ASSESSED.

CITY OF WARREN SANITATION DIVISION WARREN, MI

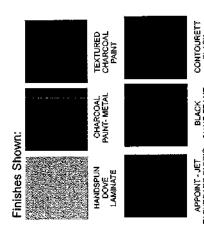
NOTES: BACK OFFICE

(3) DESKS 2'-6" X 6'-0" W/BBF (1) DESK 3'-6" X 2'-0" W/BBF

DESIGNER



Plan View



| APPOINT - JET BLACK TACKBOARD FABRIC CHAIR FRAME | BLACK CHAIR FRAME | CONTOURETT BLACK SEATING FABRI |
|---|----------------------|--------------------------------------|
| | | |

NOTES: WENDY'S OFFICE

2'-6" x 5'-6" U-TOP W/MOBILE BOX/FILE U-SHAPED DESK SET-UP

2'-0" x 4'-0" RETURN W/ PEN DWR

2'-0" X 5'-6" CREDENZA W/LAT AND HUTCH

WENDY'S OFFICE AS NOTED JF Vellozzo SCALE SALES

Jayne Hillsman

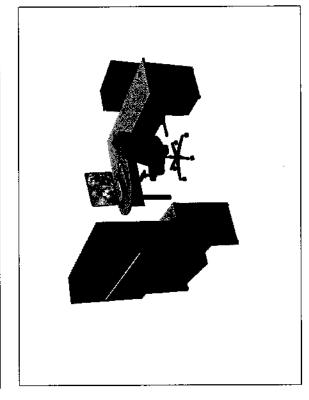
DESIGNER

CITY OF WARREN SANITATION DIVISION WARREN, MI

OCD SOUTHERS F.

PERSONAL SECURITIONS AND THE SECURITIONS OF THE SECURITIONS OF THE SECURITIONS OF THE SECURITION OF THE SECURITIES OF THE SECURITION OF THE SECURITIES OF THE SECURITION OF THE SECURITIES OF THE SECURITION OF TH

<u>NOTE:</u> THESE SALE HER COMMENSATION DOCUMENTS. THE SALE HER CONTRACTOR OF THE SALE OF THE



*Renderings are conceptual and for reference only. This is an artistic representation and may not capture exact attributes and final details.
Colors, textures, and patterns viewed from your screen or printer may vary from actual production due to individual computer/monitor settings. Physical samples can be sent prior to placing furniture order.



CITY OF WARREN
SANITATION DIVISION
WARREN, MI

PAT'S DESK

AS NOTED
JF Vellozzo
Jsyne Hälsman SCALE: SALES: DESIGNER:

| £. |
|----|
| T. |
| |

WOUND INTEREST OF THE STATE OF

CITY OF WARREN
SANITATION DIVISION
WARREN, MI

| Æ |
|----|
| Ę |
| ¥. |
| ۽ |

| AS NOTED | JF Vallozzo | Jayne Hilsman |
|----------|-------------|---------------|
| SCALE | SALES | DESIGNER: |



CITY OF WARREN
SANITATION DIVISION
WARREN, MI

줐삨곡곡프

| DESK | |
|------|--|
| 图 | |
| 8 | |
| Z | |

| AS NOTED | JF Vellozzo | |
|----------|-------------|--|
| CALE | ALES: | |

| Ы | _ | ' | | _ | |
|----------|--------------------|-----------|----------|-----------|--|
| DECSHIP. | 25T RND SPACE PLAN | REVISIONS | (inishes | REVISIONS | |
| EMAG . | 12/20/21 | 702/91/ | 707/97/ | 8/8/2024 | |

| • [] | |
|------|-----|
| | |
| | TX. |
| | |

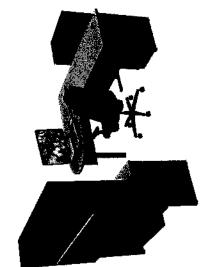
CITY OF WARREN
SANITATION DIVISION
WARREN, MI

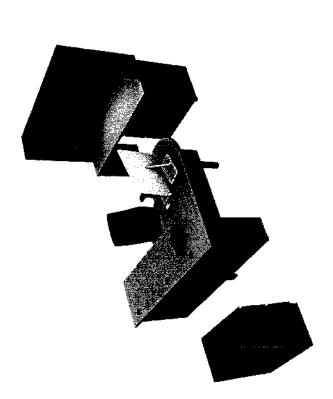


WENDY'S OFFICE

| AS N | SCALE: |
|------------|-----------|
|)F Ve) | SALES: |
| Jayne Hill | DESIGNER: |
| AŠN | SCALE: |

| AS NOTED | JF Vellozzo | Jayne Hillsman |
|----------|-------------|----------------|
| ű | i. | GNER: |





CITY OF WARREN SANITATION DIVISION WARREN, MI

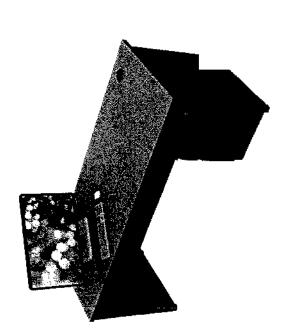
JF Vellozzo AS NOTED

SCALË: SALES: DESIGNER:

BACK OFFICE DESK TYPICALS

Jayne Hillsman

| X. |
|----|
| |





CITY OF WARREN
SANITATION DIVISION
WARREN, MI

| · | | |
|---|--|--|
| | | |
| | | |
| | | |

AS NOTED JF Vellozzo Jayne Hillsman

SALES: DESIGNER: SCALE

BACK OFFICE SMALL DESK TYPICAL

CITY OF WARREN DIVISION OF SANITATION

INTER - OFFICE CORRESPONDENCE

DATE:

August 12, 2024

TO:

Craig Treppa, Purchasing Agent

SUBJECT:

Sanitation Office Furniture

The City of Warren Sanitation Division is requesting to purchase office furniture for the main sanitation office as well as the foremen's office.

This purchase will be done with the ODP Business Solutions LLC, P.O. Box 633301, Cincinnati, OH 45263. ODP Business Solutions LLC has supplied a quote (see attached) for the furniture. The Sanitation Division is choosing ODP to supply the furniture since they are currently our business supplier.

The furniture is to replace the 20+ year old furniture handed down to us from the original Warren City Hall.

The Sanitation Division is requesting to purchase the furniture for \$26,955.81. This price includes labor and delivery.

Funds are available Sanitation Capital Equipment Account #226-9226-98000.

Respectfully Submitted

Kevin Kitka Superintendent

RESOLUTION

Document No: OAK-W-1323
Product or Service: Office Furniture
Requesting Department: Sanitation Division

| At a Regular Meeting of the City Council of the City of Warren, County of |
|--|
| Macomb, Michigan, held on, 2024 at 7 p.m. Local Time, in the |
| Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, |
| Michigan. |
| PRESENT: Councilmembers: |
| |
| ABSENT: Councilmembers: |
| The following preamble and resolution were offered by Councilmember |
| and supported by Councilmember |
| Pursuant to Section 2-344 of the Code of Ordinances, the City may either |
| participate in, sponsor, conduct, or administer a cooperative purchasing agreement for |
| the procurement of any supplies, equipment, goods or services with one (1) or more |
| public procurement units. |

Upon performing a diligent inquiry, the Sanitation Superintendent has determined that it is necessary in the interests of the City, to acquire office furniture in the amount of \$26,955.81 from ODP Business Solutions, LLC., P.O. Box 633301, Cincinnati, OH 45263-3301, utilizing the Oakland County Contract #10418, in the total amount of \$26,955.81.

The Purchasing Agent has conducted a review and concurs with the cooperative purchase.

Funds are available in the following Account Number: 226-9226-98000.

IT IS RESOLVED, that the cooperative purchase from <u>ODP Business Solutions</u>.

<u>LLC.</u> through the Oakland County Contract #10418, in the total amount of \$26,955.81 is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City

Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

| | | X Cooperative ☐ Contract X Resolution | Bid Docume | ent | |
|------------|-------------------|---|------------------------|-----------------------|---------|
| and in suc | h form that meets | with the satisfaction | on of the City | Attorney if revie | ew is |
| required. | | | | | |
| AYES: C | ouncilmembers: | | | | |
| | | · | | | |
| NAYS: C | ouncilmembers: _ | | | | |
| RESOLU1 | TION DECLARED | ADOPTED this | day | of | , 2024. |
| | | | | | |
| | | | | | |
| | | | Mindy Mod Secretary | ore of the Council | |

CERTIFICATION

| STATE OF MICHIGAN)) SS. |
|--|
| COUNTY OF MACOMB) |
| I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, |
| Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution |
| adopted by the Council of the City of Warren at its meeting held on |
| , 2024. |
| |
| |
| Sonja Buffa |
| City Clerk |



One City Square, Suite 300 Warren, Michigan 48093-2390 (586) 759-9300 Fax (586) 759-9318 www.cityofwarren.org

TO:

Ms. Mindy Moore, City Council Secretary

DATE:

August 6, 2024

RE: CONSIDERATION AND ADOPTION OF RESOLUTION to approve Contract Modification No. 1 and FINAL to City Contract P-23-789, Regency Park Drive Pavement Reconstruction, increasing the current contract amount by \$34,931.79 resulting in a Final contract amount of \$853,914.79; and to issue Payment No. 3 and Final in the amount of \$36,385.89 to Zuniga Cement.

Attached hereto is a copy of the proposed Contract Modification No. 1 and Final to the City Contract P-23-789, Regency Park Drive Pavement Reconstruct.

The contract modification is for the final adjustment of quantities and balancing the pay items to asconstructed quantities, resulting in an increase from the current contract amount by \$34,931.79 resulting in a final contract amount of \$853,914.79.

The Engineering Division recommends that the Warren City Council approve the Contract Modification No. 1 and Final to the City Contract P-23-789, Regency Park Drive Pavement Reconstruction as presented in the attached documents. Availability of funding has been reviewed by the Budget Director as indicated in the attached resolution.

Please place this item on the first available City Council agenda for consideration. If you have any questions regarding this matter, I can be reached in my office at (586) 759-9306.

Sincerely,

Read and Concurred:

Tina G. Gapshes, P.E.

City Engineer

David Muzzarelli

Public Service Director

Read and Concurred:

Kristina Battle

Budget Director

Approved as to Form:

Recommended to Council:

Mary Michaels

Acting City Attorney

Lori M. Stone

Mayor

Attach: Contract Modification No. 1 and Final, City Council Resolution and a copy of Payment #3 and Final



PUBLIC SERVICE DEPARTMENT ENGINEERING DIVISION

One City Square, Suite 300 Warren, MI 48093 P: (586) 759-9300 F: (586) 759-9318 www.cityowarren.org

CONTRACT MODIFICATION

DATE:

August 1, 2024

CONTRACT:

P-23-789 Regency Park Drive Pavement Reconstruction

MODIFICATION NO.:

1 and Final

TO:

Zuniga Cement 22500 Ryan Road Warren, MI 48091

NECESSITY FOR REVISION:

The contract modification is for the final adjustment of quantities and balancing the pay items to asconstructed quantities, resulting in an increase from the amended contract amount by \$34,931.79 resulting in a final contract amount of \$853,914.79.

The Contractor will be held to furnish all materials and labor required for the completion of the work described herein, including all items incidental thereto or necessary to complete the work, even though not specifically mentioned.

This document shall become an amendment to the Contract, and all provisions of the Contract will apply to all work performed. The total sum of \$34,931.79 is hereby added to the current contract amount of \$818,983.00, resulting in a final contract amount of \$853,914.79.

The above shall be effective upon approval of the Mayor and City Council.

| Accepted by: | Zuniga Cement (Contractor) | Date: <u>08-06-</u> 24 |
|-------------------|-----------------------------------|--------------------------|
| Recommended by: _ | Tina Gapshes, P.E., City Engineer | Date: <u>४ - (- २</u> 4 |
| Approved by: | Warren City Council | Date: |
| Approved by: | Lori M. Stone, Mayor | Date: |
| Approved by: | Sonja Buffa, City Clerk | Date: |

P-23-789 Regency Park Drive Pavement Reconstruction Contract Modification No. 1 and Final Page 1



Regency Park Pavement Reconstruction City Project P-23-789 (ITB-W-0848) Construction Pay Estimate 3 and Final

FINAL ADJUSTMENT OF QUANTITIES

Zuniga Cernent Construction, In ZZ500 Ryan Road Warren, MI 48091

| ITEM No. | PAY ITEM DESCRIPTION | BID QUANTIT | UNITS | | NTRACT ST PRICE | ORIGI | TRUCOMA CHBJAY | AMAL CONTRACT QUANTITY | FI | NAL CONTRACT AMOUNT | CHANGE CONTRACT! | | CHANGE CONTRACT ANSOUNT |
|-------------|--|----------------|---------|----|--------------------|-------|----------------|---------------------------|----|------------------------|------------------------|----|-------------------------------|
| | REMOVE EXISTING PAVEMENT | SY | 5900.00 | 5 | 9.00 | s | 53,100.00 | 5857.40 | \$ | 52,716.60 | - ‡2.6 0 | \$ | (383.40) |
| 2 | REMOVE EXISTING APPROACH, RAMP, SIDEWALK | SF | 2251.00 | s | 1.00 | s | 2,251.00 | 8185.90 | \$ | 8,185.90 | 5934.90 | s | 5,934,90 |
| 3 | INSTALL 10" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER, M.D.O.T. P1 (6 SACK CEMENT CONTENT) | SY | 4608,00 | ŝ | 78,00 | \$ | 359,424,00 | 4151.90 | s | 323,848.20 | -1 56,10 | s | (35,575,80) |
| 4 | INSTALL 10" THICK CONCRETE PAVEMENT PATCH WITH INTEGRAL CURB AND GUTTER, M.D.O.T. GRADE P-NC (7 SACK CEMENT CONTENT) | SY | 1246.00 | s | 82_00 | ų | 102,172,00 | 1705.10 | s | 139,818.20 | 459,10 | 5 | 37,646.20 |
| 5 | DISTALL M.D.O.T. CLASS 21AA LIMESTONE SUB-BASE, (MIN. 10" THICK CLP.) UNDER CONCRETE PAVEMENT | SY | 6144.00 | 5 | 14.50 | s | 89,088.00 | 0.00 | s | | -6144.00 | s | (89,088.00 |
| 6 | UNDERCUT- EXCAYATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL INSTALL 21AA CRUSHED LIMESTONE (C.I.P.) FOR FILLING UNDERCUT | CY | 300,60 | s | 20,00 | s | 6,000,00 | 0.00 | s | | -300.00 | 5 | (6,000.00 |
| 7 | INSTALL TENSAR BX1100 OR EQUIVALENT GEOGRID TO STABILIZE THE UNDERCUT AREA(S) | YZ | 900,00 | s | 1.00 | s | 900,00 | 0.00 | s | | -90D.00 | 5 | (900.00 |
| 8 | STATION GRADING | STA | 10.50 | s | 5,000,00 | s | 52,500.00 | 12,50 | 5 | 62,500.00 | 2.00 | 2 | 10,000.00 |
| 9 | INSTALL 8" THICK CONCRETE SIDEWALK. A.D.A. RAMP, M.D.O.T. ORADE P-NC (7 SACK CEMENT CONTENT) | SF | 2250.00 | s | 12.00 | s | 27,000,00 | 8185,90 | 2 | 98,230,80 | 5935.90 | s | 71,230.80 |
| 10 | INSTALL 4" CONCRET SIDEWALK, MIDOT GRADE PI (6 SACK CEMENT CONTENT) | SF | 108.00 | 2 | 10,00 | \$ | 1,080,00 | 131.50 | s | 1,115.00 | 3,50 | s | 35.00 |
| i 1 | INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE | LF | 10.00 | 2 | 50.00 | 2 | 500.00 | 10.00 | s | \$00,00 | 0.00 | s | - |
| 12 | VARIABLE HEIGHT SIDEWALK CURB | LF | 10.00 | s | 1,00 | s | 10,00 | 0,00 | s | - | -10.00 | \$ | (10.00 |
| 13 | INSTALL 2' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE | EA | 1,60 | s | 2,000,00 | \$ | 2,000,00 | 0.90 | s | - | -1,00 | 5 | (2,800.00 |
| - 14 | INSTALL 4" DIAMETER MANHOLE OR CATCH BASIN. COMPLETE | EA | 1.00 | \$ | 2,000.00 | s | 2,000.00 | 0.00 | 2 | <u>.</u> | -1.00 | \$ | (2,000,00 |
| 15 | ADJUST UTILITY STRUCTURE, COMPLETE | EA | 11.00 | s | 500,00 | s | 5,500.00 | 12,0D | s | 6,000.00 | 1.00 | s | 500.00 |
| 16 | REBUILD MANHOLE, CATCH BASIN, INLET OR GATE WELL, COMPLETE | VF | 3.00 | s | 200.00 | s | 600.00 | 19.40 | s | 3,880,00 | 16,40 | s | 3,280,00 |



Regency Park Pavement Reconstruction City Project P-23-789 (ITB-W-0848) Construction Pay Estimate 3 and Final

FINAL ADJUSTMENT OF QUANTITIES

Zuniga Cement Construction, In 22500 Ryan Road Warren, MI 48091

| | | | | | | _ | | _ | | | _ | |
|----|--|------|---------|-------------------|-----|------------|---------|----|--------------|---------|----|-----------|
| | INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN. INLET OR GATE WELL | EA | 1.00 | \$ 500,00 | s | 500,00 | 8.00 | s | 4,000.00 | 7.00 | s | 3,500.00 |
| 18 | INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH DASIN, INJET OR GATE WELL | EA | 00,1 | \$ 300.00 | \$ | 300.00 | 6.00 | s | 1,800.00 | 5.00 | 2 | 1,500.00 |
| 19 | RISTALL 6" DIA. CORRUGATED PLASTIC EDGE DRAIN WITH GEOTEXTILE WRAP, COMPLETÉ | LF | 2620.00 | \$ 15.00 | s | 39,300.00 | 2300.00 | s | 34,509.00 | -320.00 | s | (4,800.00 |
| 20 | TRAFFIC CONTROL DEVICES, COMPLETE | LS | 1.00 | s 6,000.00 | s | 6,000.00 | 1,00 | 2 | 6,000.00 | 0.00 | 2 | |
| 21 | TEMPORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS | SF | 200.00 | 00,07 | s | 2,000,00 | 0,00 | s | | -200,00 | s | (2,000.00 |
| 22 | DISTALL SEED AND MULCH, COMPLETE | LS | 1,00 | \$ 7,000,00 | s | 7,000,00 | 1.00 | \$ | 7,000,00 | 0.00 | s | |
| 23 | INSTALL CLASS 'A" SOD | şy | 100,00 | \$ 20.00 | 2 | 2,000.00 | 0.00 | \$ | | -100.00 | s | (2,000.0 |
| 24 | MAINTENANCE GRAVEL, INSTALL AND MAINTAIN | TON | 1000.00 | \$ 15.00 | s | 15,000.00 | 506.84 | s | 7,602.60 | -493.16 | \$ | (7,397.4 |
| 25 | CREW DOWNTIME FOR LOCATING MIS-MARKED/UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS | HIR. | 8,00 | \$ 1.00 | s | 8,00 | 0.00 | s | <u> </u> | -8.00 | s | 0,8) |
| 26 | REPAIR MIS-MARKED OR UNMARKED WATER SERVICE | EA | 5.00 | \$ 10,00 | s | 50.00 | 0.00 | s | | -5.00 | \$ | (50.0 |
| 27 | CONTINGENCY FOR WORK OUTSIDE OF THE ORIGINAL PAY ITEMS | LS | 1,00 | \$ 20,000,00 | s | 20,000,00 | 0.47 | s | 9,423.89 | -0.53 | s | (10,576.1 |
| 28 | AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA | LS | 1.00 | \$ 1,200.00 | s | 1,200.00 | 0,00 | 2 | | -1.00 | \$ | (1,200.6 |
| 29 | SOIL EROSION AND SEDIMENTATION CONTROL MEASURES | LS | 1.00 | \$ 2,500.00 | 2 | 2,500,00 | 1.00 | 5 | 2,500.00 | 0.00 | 2 | |
| 30 | PERMIT AND INSPECTION FEE ALLOWANCE - AS NEEDED (Macomb County, SESC) | LS | 1.00 | \$ 2,000.00 | s | 2,000.00 | 0,00 | s | - | -1,00 | \$ | (2,000.0 |
| 31 | BONDS, INSURANCE, MOBILIZATION AND INITIAL SET-UP EXPENSE (Not to exceed 7% of construction cost) | LS | 1.00 | \$ 17,009,00 | s | 17,000,00 | 1.00 | s | 17,000.00 | 0.00 | s | - |
| 32 | INSTALL M.D.O.T. CLASS 21AA CRUSHED CONCRETE SUB-BASE, (MIN 10" THICK C.I.P) UNDER CONCRETE PAVEMENT | SY | | \$ 11.00 | | | 6117.60 | 2 | 67,293.60 | 6117,60 | 丄 | 67,293. |
| | CONCODER CONTRACT AMOUNT | | | | s | 818,983.00 | | | \$853,914.79 | | | 34,931. |
| | ORIGINAL CONTRACT AMOUNT CONTRACT MODIFICATION 1 | - | | | \$_ | 34,931.79 | | | | | | |
| | | | | | S | 853.914.79 | · | | | | | |
| | FINAL CONTRACT AMOUNT | | | | | OWNER INT. | | | | | | |

RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 AND FINAL AND PAYMENT NUMBER 3 AND FINAL

FOR

TO CITY CONTRACT P-23-789 REGENGY PARK DRIVE PAVEMENT RECONSTRUCTION (ZUNIGA CEMENT)

| At a regular meeting of the | e City Council of the City of Warren, County of Macomb, | | | | | | | | | | |
|-------------------------------------|---|--|--|--|--|--|--|--|--|--|--|
| Michigan, held on | , 2024, at 7:00 p.m. Eastern Time, in the | | | | | | | | | | |
| Council Chamber at the Warren Commi | unity Center Auditorium, 5460 Arden, Warren, Michigan. | | | | | | | | | | |
| PRESENT: Councilmembers | | | | | | | | | | | |
| | | | | | | | | | | | |
| ABSENT: Councilmembers | | | | | | | | | | | |
| The following preamble and reso | The following preamble and resolution were offered by Councilmember | | | | | | | | | | |
| , an | d supported by Councilmember | | | | | | | | | | |

Zungia Cement and the City of Warren entered into a contract titled P-23-789 Regency Park Drive Pavement Reconstruction.

Certain changes to the plans and specifications were deemed necessary by the City Engineer due to additional work outside the scope of original contract, field changes, modifications to the original pay items to as-constructed quantities.

In compliance with Section 200, Subsections 236, 238 and 239, Zungia Cement and the City Engineer have determined mutually acceptable prices for the additional work and for the modifications to the original contract work.

The Engineering Division recommends approval of the attached Contract Modification No. 1 and Final to the City Contract P-23-789 Regency Park Drive Pavement Reconstruction with the Zuniga Cement as submitted, increasing the current contract amount by \$34,931.79 resulting in a final contract amount of \$853,914.79.

The City Engineer also recommends that Payment No. 3 and Final to Zuniga Cement in the amount of \$36,385.89 be issued three (3) days after the approval of Contract Modification No. 1 and Final.

The Engineering Division further recommends Payment No. 3 and Final in the amount of \$36,385.89 for the work completed under the contract P-23-789 Regency Park Drive Pavement Reconstruction with Zuniga Cement after three (3) days of the City Council approval of the attached Contract Modification No. 1 and Final.

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve a modification to the Contract titled P-23-789 Regency Park Drive Pavement Reconstruction, awarded to Zuniga Cement, increasing the amended contract amount by \$34,931.79, as presented in the attached Contract Modification No. 1 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are hereby authorized to execute Contract Modification No. 1 and Final to City Contrat P-23-789 Regency Park Drive Pavement Reconstruction in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 3 and Final in the amount of \$36,385.89 payable to Zuniga Cement be issued after three (3) days of the City Council's approval of the Contract Modification No. 1 and Final including releasing any interest on retainage

| AYES: Councilpersons | | | |
|--------------------------|----------|--------------------------------------|-------|
| NAYES: Councilpersons | <u> </u> | | |
| RESOLUTION DECLARED ADOF | TED this | day of | 2024. |
| | | MINDY MOORE Secretary of the Council | |

CERTIFICATION

| STATE OF MICHIGAN |)) SS. |
|-----------------------------|--|
| COUNTY OF MACOMB |) |
| | UFFA, duly elected City Clerk for the City of Warren, Macomb |
| County, Michigan, certify t | hat the foregoing is a true and correct copy of the resolution adopted |
| by the Council of the City | of Warren at its meeting held on, 2024. |
| | |
| | SONJA BUFFA |
| | City Clerk |

P-23-789 Regency Park Drive Pavement Reconstruction Contract Modification 1 & Final Zuniga Cement



PAYMENT REQUEST

| | | COUNCIL | APPRO | OVAL REQUIRED | |
|-------------------|--|---|---------------------------|--|----------------|
| Date: | July 30, 2024 | | | | |
| To: | Sara Karpuk, Budge | t Cost Analyst, Controller's Office | | | |
| From: | Engineering Divisio | n | | | |
| Re: | Payment No. Project No. | 3 and Final P-23-789 | Payee: | Zuniga Cement Cons 22500 Ryan Road | truction, Inc. |
| | Location Improvement: | Regency Park Pavement Reconstruction | _ | Warren, MI 48091 | |
| | l Contract Amount ed Contract Modificat Final Contract Amo | | | \$818,983.00 \$ 34,931.79 | \$853,914.79 |
| Less Re Net Am | Fork performed as of estainage sount Earned to Date t of Previous Paymen | 0.00% | | \$853,914.79 \$0.00 \$853,914.79 \$817,528.90 | |
| | Amount Due This E | stimate | | | \$36,385.89 |
| | ge Previously Withhe ge Change this Pay E | | | \$1,000.00 -\$1,000.00 | |
| Charge | able to : Special Revenue F Local Road Street F | und 9204-97400 Repairs & Replacement | | _ | \$36,385.89 |
| The tot | al revenue generated s neral fund and be crea | should be transferred from the construction dited as revenue generated by the Division of | account to of Engineer | the ring. | |
| Prepare | ed by: | 5.2. | Approv | ed for Payment by: | |
| | udi Nnaji ngineer | | Tina G City En | Gapshes, P.E. gineer | - |

cc: Payee



Regency Park Pavernent Reconstruction City Project P-23-789 (ITB-W-0848) Construction Pay Estimate 3 and Final Zuniga Cement Construction, In 22500 Ryanstoad Warren, MI 48091

| пем | | PAY ITEM DESCRIPTION | URAS | QUARTITY | UN | IT PRICE | | COMPLICE | QUARTITY PAID | ANC | | QUANTITY THIS | | SUIT THUS |
|-----|--|--|------|--------------|------|----------|----|-------------|-----------------|-----|--------------------|---------------|----|-------------|
| Na. | <u> </u> | CONCRETE ITEMS | | | | | ٠ | AMOUNT | TODAJE | L.— | EATE | PATRICIA | | AMJENT |
| | | CONCRETERING | | | ··· | - | | | | | | | | |
| | AEMOVE EXISTING PAVENENT | | ΣΥ | \$909.00 | 5 | 9,00 | s | 53,100.00 | 5357,40 | s | 53,716 60 | (1.00 | \$ | |
| 2 | REMOVE EXISTING APPROACH, R | AMP, SIDEWALK | SF | 225t.e3 | 5 | 1,00 | s | 2,251,60 | 00 25.50 | 5 | J.113.40 | 1426.40 | ş | 1,426.40 |
| à | INSTALL 10° THICK CONCRETE PA CURB AND GUTTER, ALD.O.T. PI (| | SV | 1665.00 | 5 | 78(6) | s | 359,424.90 | 4151.50 | 5 | 323,548 2 0 | 4x.m | ş | (62,599,20) |
| 4 | ESTALL 16" TRICK CONCRETE PA CURB AND GUTTER, M.D.O.T. GRA | VENERT PATCH WITH ESTEGRAL DE PASC (E SACK CENERT CONTEST) | sy | 1316'00 | ٤ | \$7.(U | 5 | 102, 177.66 | 1705-10 | S | 39,81 2 20 | \$95,40 | 5 | (6,174.5) |
| 5 | INSTALL MILOT, CLASS MAKEE (MIN, 10° THICK CLP.) UNDER CO | | sr | 6115,00 | 3 | 14.50 | 5 | 69,659,63 | 0 P) | 5 | - | 040 | 3 | • |
| 6 | | DILE SUDGRADE MATERIAL AND DACKFILL NSB (C.I.P.) FOR HILLING UNDERCUT | 2 | 300.0g | * | 20.00 | 5 | 6,660,00 | 0.00 | \$ | | 0,00 | ş | - |
| 7 | INSTALL TENSAR BY 160 OR EQUI TO STABILIZE THE UNDERCUT AS | | SY | 909,60 | s | £,(d | 3 | 2)0.00 | 6,60 | ŝ | - | 060 | ş | - |
| 8 | STATION GRADING | | STA | 10 50 | \$. | gugano - | s | \$2,500,00 | 12.50 | 5 | 62,500,00 | 200 | s | 10,660.03 |
| y | INSTALL 3" THECK CONCRETE SID A.D.A. RAMP, M.D.O.T. GRADE P-N | | SF | 2150 00 | 5 | 12.69 | s | 27,50.60 | 81#5.90 | 5 | 95,130,80 | 71Z.50 | s | 11,070.69 |
| Ιά | INSTALL I' CONCRET SIDEWALK | AIDOT GRADE PLOS SACIK CEXIENT (ONTENT) | SF | 164.00 | \$ | 10.00 | \$ | 90.000,1 | 11170 | s | கைய | 0.60 | 3 | - |
| 11 | INSTALL A D.A. COMPLIANT DET | CTABLE WARNING DEVICE | LF | 16,60 | \$ | 50,00 | Ť | 560.00 | 10.00 | \$ | 500.60 | 6,60 | s | |
| I3 | NAMPABITA HERCELL ZIDEMATIK CIT | RB | LF | 09,01 | \$ | 1,99 | \$ | 10.00 | 6.63 | s | - | 9,69 | 5 | |
| | | UNILITY OTENS | | | | | | | | | | | | |
| 13 | INSTALL P DIAMETER MANHOLE | OR CATCH BASIN, COMPLETE | FΑ | 1.69 | \$ | 1,090.69 | \$ | 3,609,00 | 0,69 | s | • | 0,00 | 1 | |
| 14 | INSTALL & DIANUTER MANIFOLE | OR CATCHEASIN, CONGLETE | FA | 1,69 | ٤ : | 1100.60 | s | 2,000,60 | 0,60 | ţ | ٠, | 660 | ş | - |
| 15 | ADJUST UTILITY STRUCTURE, CO. | OPLETE | FA . | 1129 | ś | 500,00 | 4 | 5,509,00 | 1200 | 3 | 63,674,8 | 0.60 | \$ | • |
| 16 | REBUTED MANIFOLE, CATCH BASK | INLET OR GATE WELL, COMPLETE | VF |) ,e3 | s | 200,60 | 5 | 669,00 | 19,40 | 5 | 3,550,00 | 1.20 | 5 | 248,60 |



Regency Park Pavement Reconstruction City Project P-23-789 (ITB-W-0848) Construction Pay Estimate 3 and Final

Zaniga Cement Construction, is 22560 Ryan Road Warren, fill 48091

| | | <u> </u> | | | | | | | | | | | |
|-----------|--|--|------|--------------|--------------|------|---------------|----------------------|----|--------------|--------------|---------------|------------|
| 17 | ENSTALL AB A COMPLIANT OR C CATCH BASIN, INLET OR GATE V | STANDARD FRAME FOR MANUOLE, POLL | ĒA | 1,50 | 5 .40 | 0,60 | \$ 500.60 | 8,00 | ٤ | \$,090,00 | n,es | 5 | |
| 13 | INSTALL A.D.A. COMPLIANT OR CATCHERASIN, INLET OR GATE V | STANDARD COVER FOR MANHOLE. FELL | FA | 1,00 | 5 36 |).00 | \$ 300,00 | 6,54 | s | 1,860,60 | 0. 00 | s | • |
| Įij. | INSTALL 6" DIA, CORRUGATED H WITH GEOTEXTILE WRAP, COAM | ETE | 1.5 | 2620.69 | 3 1: | 5.60 | 00.0%CPE 2 | 3360,60 | 5 | 71,560.00 | 0.00 | s | - |
| | T | RAFFIC CONTROLATEMS | | | | | | | _ | | | | |
| 10 | Traffic Cónthó). Devices, co | | LS | 1,60 | \$ 6,604 | 100 | 5 6(0)00 | 1.00 | s | 6,000,00 | 0,60 | 3 | • |
| 24 | TEMPORARY TRAFFIC CONTROL | i | SF | 200.00 | s u | 160 | 5 2,000,00 | 0.00 | s | * | 0,09 | 3 | |
| | | RESTORATION ITEMS | , | | | , | | | | | | _ | |
| 22 | የሚተለኒኒ ፍደደው ለእው አጥቢርዝ, COX | CLETE | 1.5 | 110 | \$ 7,000 | 1.60 | 5 7,000.00 | 1.50 | 1 | 1,900.00 | 9,60 | s | |
| 23 | INSTALL CLASS "A" SOD | <u> </u> | ี่ | 180.90 | 5 26 | 160 | 5 2,000.00 | 900 | 5 | - | 9 60 | s | |
| | | ALSCELL'ANDUS TIEMS | | | , | , | | | - | | | _ | |
| 21 | MAINTENANCE GRAVEL, INSTAL | AND MAINTAIN | TON | 1860.46 | \$ 12 | w | 5 15,600.00 | 596 84 | \$ | 7,02 (7 | 0,60 | 3 | • |
| 15 | CREW DOWN ITSE FOR LOCATIN SERVICES OR FOR OTHER UNFOR | GNDS-SLAPKED VISSLARKED EXPEN PIELD CONDITIONS | 109. | 1 (0) | s I | .00 | \$ 3,00 | 0.00 | 5 | + | 0,61 | s | • |
| 26 | REPAIR MIS-MARKED OR UNMAR | KED WATER SERVICE | ₽A | 3.60 | 5 to | .to | \$ 50,00 | 0,00 | \$ | - | 0.00 | s | - |
| 27 | CONTINGENCY FOR WORK OUTS | DE OF THE ORIGINAL PAY ITEMS | LS | 1.00 | \$ 20,000 | .03 | \$ 20,600,60 | 0.47 | 5 | 9,123,69 | 0.47 | 5 | 9,423.89 |
| 28 | AUDIO-VISUAL RECORDING OF T | E CONSTRUCTION AREA | LS | 1.00 | \$ 1,200 | .00 | \$ 1,200.40 | o.to | ŝ | - | 0.00 | 5 | |
| 19 | SOIL EROSION AND SEDIMENTAT | NON CONTROL ANY ASURES - | LS | ITO | \$ 2,500 | 63 | \$ 2,89.60 | 1,60 | \$ | 25(9,60 | 0.60 | 5 | - |
| 30 | PERMIT AND INSPECTION FEE AL | LOWANCE - AS NEEDED (Maximal County, SESC) | LS | Ìτο | \$ 2,600 | .00 | s 2,000,00 | 6,90 | * | | 0,00 | s | |
| Я | BONDS, INSURANCE, MOBILIZATI (No. 10 exect) 7% of contradion cost | ON YMD DULTYIT TEL-AIL EVLENZE | LS | DAL | \$ 17,000 | .09 | \$ 17,000.60 | 1,60 | 5 | 17,000,60 | 9,69 | s | |
| 32 | | NATE ITEMS USHED CONCRETE SUB-BASE, (MIN 10° TJBCN CLP) | 21. | 6] (4,90 | \$ 11 | .63 | s . | 6),7)(0 | 5 | 67,293.60 | 0,63 | 5 | |
| Total No. | d: Performed as of 6/30/31 | | | | | | \$ 818,933,00 | | | \$253,914,59 | | 5 | 35,385.59 |
| | | | | 6% | | | | | | 50,00 | | - 5 | (1,006.00) |
| Leas Rela | | <u> </u> | | 4,5 | | | | | _ | \$153,914.79 | | | 36.385.29 |
| | net Earned | <u> </u> | | | | | | | | | | _ <u>-a</u> _ | A07-03-83 |
| | idus Parments | <u> </u> | | | | | | | | 5817,578.90 | | | 363466 |
| Tetal Bal | since Dag this Estimate | <u> </u> | | | | | ···· | | | 336313.59 | | | 36,385,59 |
| i | | The state of the s | | | | L | | to de la discolation | | | | | |

l certify that I have checked this perfective estimate, that to the Post of my Interchele und belief it is true and correct statament of west performed by the contractor, that all to the lachabel in this period. It is not to be a perfected in full accordance with the respiratories of the contract

for the City of Warren, Tura G. Gapelies, P.E. City Engineer

According to the best of my hands due and belief, I carify that all items and annuars those on this periodic entirents are correct, that all work has been perfected in full accordance with the regions and the Coolmet, but the foregoing is a breamd correct parameter of the coolmet according to and including the last thy of the period on and by the periodic entirents; that no part of the Toplaces due this estimate? has been received. That payment of three these herestiffs is without collabora and fund in any respect.

Notables Colon Co Contradu City Project P-23-739
Regency Park - Pavement Reconstruction
Pay Estimate No. 3 and Final



Contractor: Zuniga Cement Construction, Inc.
Address: 22500 Ryan Hoad
City: Warren, MI 48091

| DESCRIPTION | | | ORIGINAL CONTRACT AMOUNT | | ONTRACT OD)FICATION 1 | | AMOUNT PAID TO DATE | | AMOUNT THIS PAYMENT |
|---|--|---|--------------------------------|---|-----------------------------|----|---------------------------|----|---------------------------|
| Original Contract Amount | | 5 | 8 18,983.00 | 5 | 853,914.79 | | | l | |
| Total Work Performed as of: | 6/30/2024 | | | | | 5 | 853,914.79 | \$ | 35,385.89 |
| Less Retainage | 0.09% | | | } | | ε | | 5 | (1,000,00 |
| Net Amount Earned | | | | | | 5 | 853,914.79 | \$ | 36,385.89 |
| Less Previous Payments | | | | | | \$ | \$17,528,90 | s | |
| Total Amount Due this Estimate | | | | | | \$ | 36,385.89 | \$ | 36,335.89 |
| Difginal Contract Amount | | s | E12,983.00 | s | 853,914.79 | | | ~- | <u>-</u> |
| Fotal Local Succe Repairs & Replacement Fund Work Per | formed as of: 6/30/2024 | | | | | 5 | 853,914.29 | s | 35,385.89 |
| Less Retaininge | 0.00% | | | | | \$ | - } | 5 | (1,000,00) |
| Sel Amount Earned | | | | | | \$ | 853,914.79 | s | 16,385.89 |
| ess Previous Payments | | | | | ļ | 5 | \$17,528.90 | s | |
| folal Local Street Repairs and Replacement Special Re | reput Fund 9204-97400 Amount Due this Estimate | • | | | | 5 | 36,385.89 | 5 | J6,385.89 |
| ! | | | <u></u> | | | | | | |

Ecculfy that I have checked this periodic estimate; that to the best of my knowledge and belief it is true and concel statement of work periodic estimate; that lo the best of my knowledge in this periodic estimate has been inspected by me or my duly authorized representative or assistants and it has been performed in full accordance with the requirements of the contract

for the City of Warren, Tina O. Copsher, P.E. City Engineer

According to the best of any knowledge and belief, I certify that all items and announts shown on this periodic estimate are correct; that all work has been performed in full accordance with the requirements of the Contract, that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by the periodic estimate; that no part of the bedance due this estimate? has been received. That payment of same due herewith, is without collision and fixed in any respect.

for Zuniga Coment Construction, Inc.



LORI M. STONE - MAYOR

DEPARTMENT OF PUBLIC SERVICE 25601 FLANDERS WARREN, MI 48093 (586) 774-1400 www.cityofwarren.org

August 12, 2024

Ms. Mindy Moore Council Secretary City of Warren

Re: Recycling Center Compliance with the Amended Solid Waste Management Statute

Dear Council Secretary Moore:

The Michigan Legislature amended the solid waste management law, effective March 29, 2023, to require a material management facility, such as the City of Warren Recycling Center (CWR), to register with the department of environment, Great Lakes, and energy (EGLE) if, at any time it has on-site more than 50 cubic yards of solid waste. MCL 324.11508(1)(a). MCL 324.11513(2).

The term of registration is 5 years, and the fee is \$750.00.

In June 2024, EGLE staff inspected the CWR and gave us options to make sure we remain in compliance with the amended statute. One option is to maintain solid waste volumes onsite at any time below 50 cubic yards. Although we currently comply, it is very difficult to remain so because we take in significantly more than 50 yards of trash a day. The Department uses a full-time roll-off driver to constantly dump the trash at the South Macomb Disposal Authority.

Another option, which I recommend, is to register with EGLE as outlined above. This would allow us to operate much more efficiently as the registration would permit us to maintain solid waste volumes onsite up to 200 cubic yards and we would only need to dump at the end of the day.

Please submit the resolution and corresponding agreements to Council agenda for consideration at its meeting on August 27, 2024.

David ivjazzarelli

Public Service Director

C 586-873-2747 O 586-574-4604

Read and concur:

Kitka

Superintendent of Sanitation

586 775 1400

Read and concur:

Lori M. Stone

Mayor

RESOLUTION TO AUTHORIZE REGISTERING THE WARREN RECYCLING CENTER WITH THE DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY TO COMPLY WITH THE AMENDED SOLID WASTE MANAGEMENT LAW

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on August 27, 2024, at 7:00 p.m. Eastern Daylight Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

| | Present: Councilpersons |
|-------|--|
| | |
| | Absent: Councilpersons |
| | |
| | The following Resolution was offered by Councilmember: |
| and s | upported by Councilmember: |

The Michigan Legislature amended the solid waste management law, effective March 29, 2023, to require a material management facility to register with the department of environment, Great Lakes, and energy (EGLE) if, at any time it has on-site more than 50 cubic yards of solid waste. MCL 324.11501 et. seq. The term of registration is 5 years, and the fee is \$750.00. A registered facility may maintain solid waste volumes onsite up to 200 cubic yards.

The City of Warren desires to operate the City of Warren Recycling Center (CWR), a material management facility, in compliance with Michigan's solid waste management act, as amended.

The CWR takes in significantly more than 50 yards of trash a day and to comply with the law uses a full-time roll-off driver to dump the trash at the South Macomb Disposal Authority throughout the day (SMDA).

Registration with EGLE would allow the CWR to operate more efficiently by eliminating the need to dump at the SMDA throughout the day because registration would permit the CWR to maintain solid waste volumes onsite up to 200 cubic yards.

BE IT RESOLVED that the City of Warren Sanitation Department is authorized to register the CWR with the EGLE at a cost of \$750.00.

| Ayes: Councilpersons | |
|--|---|
| Nays: Councilpersons | |
| RESOLUTION DECLARED ADOPTED | this 27 th day of August, 2024. |
| | MINDY MOORE Secretary of the Council |
| CERTIFICATION STATE OF MICHIGAN) ss COUNTY OF MACOMB) | |
| • • • | or the City of Warren, Macomb County, Michigan, te and correct copy of the Resolution adopted by t its meeting held on August 27, 2024. |
| | SONJA BUFFA |

ID 107007

2/2



ONE CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 (586) 574-4600 FAX (586) 574-4614 www.cityofwarren.org

DATE:

AUGUST 16, 2024

TO:

MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: RECOMMENDATION TO EXTEND ENVIRONMENTAL, GEOTECHNICAL, AND TESTING

ENGINEERING SERVICES AGREEMENTS; RFP-W-0025

The Purchasing Division, in conjunction with the Engineering Division and the Waste Water Treatment Plant (WWTP), recommends that Environmental, Geotechnical, and Testina Engineering Services Agreements be extended for a three-year period to the firms listed below, at the Hourly and Environmental, Geotechnical, and Testing Engineering Service Rates shown in the attached tables.

G2 Consulting Group, 1866 Woodslee Street, Troy, MI 48083 Professional Service Industries, Inc., 37483 Interchange Drive, Farmington Hills, MI 48335

On Tuesday, August 27, 2019, Warren City Council approved an award to G2 Consulting Group (G2) and Professional Service Industries (PSI) to furnish Professional Environmental, Geotechnical, and Testing Engineering Services for the City for an initial five-year term with options to extend for a three-year period, followed by a two-year period. This recommendation before you today is for the first extension period of three years.

If approved by your honorable body, G2 and PSI will be responsible for, but not limited to, the following services:

<u>Materials Testina:</u>

- Materials testing during construction.
- 2. Materials certifications at production locations.
- 3. All required MDOT testing and certification for federally funded projects.
- 4. Steel erection inspections.
- 5. Welding inspection.
- 6. Pavement cross section design services.
- General construction observation services.
- 8. Soil Boring Extraction and Analysis for Contaminated Conditions.
- 9. Soil Boring Extraction and Analysis for Design of Underground Facilities and Utilities.
- 10. Pavement Corina for Roadway Design and Final Construction Certification.
- 11. Density Testing and Report Generation.
- 12. Concrete and Asphalt Testing and Report Generation.
- 13. Lab Analysis of all Field Samples and Report Generation.

- 14. Material Submittal Review.
- 15. Dynamic Cone Penetrometer Testing.
- 16. Foundation Design Services for Utilities, Roadways and Municipal Facilities and Buildings.
- 17. Earth Retention Design Services for Deep Excavations.

Environmental Engineering:

- 1. Baseline Environmental Assessments and Studies.
- 2. Phase 1 and Phase 2 Environmental studies.
- 3. Asbestos investigation and remediation project management.
- 4. Miscellaneous Investigations for Contaminated Soils and Groundwater with Recommendations for Remediation.
- 5. Mold investigation and remediation project management.
- 6. UST and LUST investigation, project scoping, and project management.
- 7. Asbestos Sampling and Analysis with Recommendations for Remediation.
- 8. Field Monitoring of Demolition and Remediation Projects.
- 9. UST Investigation, Remediation Recommendations, Project Oversight and Final Closeout of Location.

Pricing:

Based on the contract and proposal language, an automatic price increase will occur one (1) time per year and shall take effect on the anniversary date of the contract's effective date.

Price increases are based on the change in the Consumer Price Index (CPI), Major Categories, Not Seasonally Adjusted (Unadjusted) Total from the Bureau of Labor Statistics (BLS) website https://www.bls.gov/cpi

The CPI Index Rate will be determined by looking at the period fourteen (14) months prior to the effective price increase date, moving forward for a twelve (12) month period. The contract effective date for the start of the three year extension for G2 and PSI is September 19, 2024 and runs through September 15, 2027.

Price increases will be automatically adjusted at the start of each anniversary date of the agreement. The price increases will be adjusted automatically for each year that the contract is in effect.

Throughout the contract period, including extensions, the City will not reduce the comprehensive hourly rates or testing service rates.

No other price adjustments will be considered by the City for any reason, as long as the contract is in force.

The Engineering Division and the WWTP have been pleased with the work being provided by these two firms and both the Engineering Division and the WWTP are very confident that G2 and PSI will continue to perform to the satisfaction of the City.

Funds are available on a project-by-project basis, per the terms of the contract, from the associated Project or Capital Improvement Fund.

Respectfully Submitted,

Craig Treppa Purchasing Agent

Tina Gapshes City Engineer

Danna Dordeski Waste Water Treatment Division Head

| Approved By: | Signature: | Date: |
|------------------|-------------|-----------|
| Budget Director: | Mohn SONTHI | 8/20/2027 |
| Controller: | £2670 | 8/20/2024 |
| MAYOR: | dor M. St | 8/20/2024 |

| EMPLOYEE CLASSIFICATION | INITIAL AWARDED RATES | 2022 RATES 3-15-22 thru 9-18-22 Increase of 5.365% | 2023 RATES 1-12-23 lhru 9-16-23 Increase of 8,20% | 2024/2025 RATES 9-19-24 thru 9-18-25 Increase of 6.07%" |
|--|---------------------------|--|---|---|
| | G2 CONSULTING | G2 CONSULTING | G2 CONSULTING | G2 CONSULTING |
| FIRM PRINCIPAL | \$ 175.00 | \$ 184.39 | 15.991 \$ | \$ 211.62 |
| SENIOR LICENSED ARCHITECT/ENGINEER/SUREYOR (PROJECT MANAGER) | \$ 145.00 | \$ 152.78 | \$ | \$ 175.34 |
| LICENSED ARCHITECT/ENGINEER/SUREYOR | \$ 120.00 | \$ 126.44 | 18.651 \$ | \$ 145.11 |
| GRADUATE ARCHITECT/ENGINEER/SURVEYOR | 00'06 \$ | \$ 94.83 | \$ 102.60 | \$ 108.83 |
| ARCHITECT/ENGINEER/SURVEYOR AIDE (DESIGNER) | \$ 90.00 | \$ 94.83 | \$ 102.60 | \$ 108.83 |
| DRAFTSPERSON | N/A | N/A | N/A | W/A |
| CLERICAL | \$ 63.00 | \$ 66.38 | \$ 71.82 | \$ 76.18 |
| CONSTRUCTION SUPERVISOR | \$ 85.00 | \$ 89.56 | \$ 96.90 | \$ 102.79 |
| CONSTRUCTION OBSERVER | \$ | \$ 64.27 | \$ 69.54 | \$ 73.76 |
| PASS-THROUGH MARKUP % | MARK UP PERCENTAGE (%) | MARK UP PERCENTAGE (%) | MARK UP PERCENTAGE (%) | MARK UP PERCENTAGE (%) |
| List the pass-through reimbursable rate as a percentage (%) for outside services passing through the Engineer's books. | 10% | 10% | % 01 | %01 |
| | | | | |

*There was no rale increased from 9-19-23 through 9-18-24, thus 2024 Rates are increased by the CPI change from 9-19-23 to 9-18-24 and from 9-19-24 thru 9-18-25

| 296.276 | 305.691 | 9.415 | 0.031777802 | 3.177780178 | 3.18 | 305.691 | 314.54 | 8.849 | 0.028947532 | 2.894753198 | 2.89 | 70.9 |
|--------------------|--------------------|---------------|---------------|---------------------|-----------------------|--------------------|--------------------|---------------|---------------|---------------------------|------------------|--------------|
| CPI for July, 2022 | CPI for July, 2023 | Difference is | 9.415/296.276 | .031777802 x 100 == | Change in CPI is 3.18 | CPI for July, 2023 | CPI for July, 2024 | Difference is | 8.849/305.691 | $.028947532 \times 100 =$ | Change in CPI is | Combined CPI |

| , | | | | | | | | | |
|------------------------------|---|-----------------------------|--------------------|--|------------------------------------|--|------------------------------------|---|-------------------------------------|
| ₹ | G2 - FIELD TESTING SERVICES RFP-W-D025 RATES | INTIAL AWARDED RATES FOR G2 | D RATES FOR G2 | 2022 RATES FOR G2 3-15-22 Mru 9-16-22 Increase of 5.345% | S FOR G2 v 9~16-22 of 5.365% | 2023 RAKES FOR G2 1-12-23 thru 9-18-23 Increase of 8.20% | 5 FOR G2 rv የ-18-23 of 8.20% | 2024/2025 RAIES FOR G2 9-19-24 thru 9-18-25 Increase of 6.07% | JES FOR G2 ⊌ 9-16-25 of 6.07% |
| řech mate kabo from | Technician's services for field festing of soil asphalt and concrete, and other granular fill or base materials, including the usage of Isled lield equipment. Rates also include coordination of field and taboratory activities; report review, preparation and submittat travel time to and from the project site from consultants office; and project management. | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE |
| 14 | Monday through Fiday, Regular Working Hours (up to 8 working hours), must includie 1/2 hour funch (on site time only). | 00:19 \$ | hour | \$ 64.27 | hour | \$ 69.54 | hour | \$ 73.76 | hour |
| 54 | g Hours (in excess of 8 hours per day), on weakdays, weekends, and | \$ 88.00 | hour | \$ 92.72 | hour | \$ 100.32 | hour | \$ 106.41 | hour |
| A3 | Renial for Nuclear Densomeler | \$ 50.00 | day | \$ 52.68 | day | \$ 57.00 | day | \$ 60.46 | day |
| 74 | Rental of Michigan Cone Equipment | \$ 35.00 | day | \$ 36.88 | day | \$ 39.90 | da, | \$ 42.32 | day |
| Y2 | Rental for Concrete Coning Machine and Generator | \$ 100.00 | doy | \$ 105.37 | day | \$ 114.00 | day | \$ 120.93 | day |
| 94 | Core Bairel usage fee (for cores up to 10 inches in length) | \$ 15.00 | core | \$ 15.80 | core | 01'21 \$ | core | \$ 18.14 | core |
| ٧2 | tane Te Pultout Equipment | \$ 50.00 | day | \$ 52.68 | day | \$ 57.00 | day | \$ 60.46 | day |
| AB | Special Cylinder pickup on City Of Warren Projects | \$ 100.00 | lrip | \$ 105.37 | trip | \$ 114.00 | qin | \$ 120.93 | trip |
| ê | Special Sample pickup of quarries, balch plants and suppliers | \$ 85.00 | hour + | \$ 89.56 | hour + | 06'96 \$ | hour + | \$ 102.79 | how + |
| ää | BATCH PLANT INSPECTION: | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | BNIT OF MEASURE | UNAT PRICE | UNIT OF MEASURE |
| řech dřífe and | Technician's services for batch plant inspection, including sampling of Materials from Field/Quary for afficerent laboratory tests such as Molsture, Density, Sieve Analysis, Marshall Density, Asphalt Extraction and Specific Gravity, for site time only) | \$ 85.00 | hour | \$ 89.56 | hour | \$ 96.90 | hour | \$ 102.79 | hour |
| ü | LABORATORY TESTS: | UNIT PRICE | UMIT OF MEASURE | UNIT PARCE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE |
| ច | Moisture-Densily Relationship Modified Proctor (ASIM D-1557) Methods A, B C & D | \$ 200,00 | test | \$ 210.73 | test | \$ 228.01 | test | \$ 241.85 | test |
| C2 | One Point Verification | \$ 80.00 | lesi | \$ 84.29 | test | \$ 91.20 | test | \$ 96.74 | test |
| ខ | Washed (mechanical) Sleve Analysis for Granular backfill materials and/or concrete aggregates (ASIM C-136) | \$ 80.00 | lesi | \$ 84.29 | lesi | \$ 91.20 | iest | \$ 96.74 | test |
| Ş | Hydrometer and Sieve Analysis (ASTM D-422) | \$ 115.00 | lest | \$ 121.17 | lesi | (1.181.1) | test | \$ 139.06 | test |
| cs | Attenberg Limits Test (ASTM D-4318) | \$ 110.00 | lesi | \$ 115.90 | lest | 125.41 | lest | \$ 133.02 | lest |
| 9 | Field Morshall Test for Asphalt Concrete aquipment Mixtures only [fechnician hourly rate coversed in item A] | \$ 55.00 | day | \$ 57.95 | day | \$ 62.70 | day | \$ 66.51 | day |
| C7 | Asphall Extraction Test (ASTM D-2172) | \$ 250.00 | iesi | \$ 263.41 | test | \$ 285.01 | tasf | \$ 302.31 | lest |
| బ | Marsholl Stability Test (ASTM D-1559) | \$ 115.00 | point | \$ 121.17 | polnť | \$ 131.11 | point | \$ 139.06 | polni |
| မ | Concrete Compressive Strength Test (ASTM C-39) | \$ 15.00 | cyl | \$ 15.80 | γς | \$ 17.10 | Су | \$ 18.14 | ράσ |
| C10 | Flexural Strength of Concrete Beams [ASTM C-78] | \$ 50.00 | each | \$ 52.68 | each | \$ 57.00 | each | \$ 60.46 | each |

| ä | GEOTECHNICAL DRILLING SERVICES: | | UNITOF | i Cita | UNITOF | | UNIT OF | 1 C C C C C C C C C C C C C C C C C C C | UNIT OF |
|-------------|---|-------------|----------|-------------|----------|-------------|---------|---|----------|
| ድ ୫: | The following unit rates will apply for providing geolechnical drilling services upon request and approval from the City of Warren. | UNII PRICE | MEASURE | UNII PRICE | MEASURE | UNII PRICE | MEASURE | UNII FIGUE | MEASURE |
| ā | Drilling – includes driling, standard split spoon sampling, bactifiling holes with cuttings (shallow holes only) and moving between boreholes (provided there is clear access). | \$ 15.40 | jA | \$ 16.23 | ∨ŧ | \$ 17.56 | ļa | \$ 18.62 | ٩٨ |
| D2 | Grouting boxeholes | \$ 8.50 | ٧Í | \$ 90.6 | vf | \$ 9.80 | ţA | \$ 10.40 | vf |
| 8 | PVC monitoring welk (Mobilization Charge) | \$ 400.00 | was dwaj | \$ 421.46 | lump sum | \$ 456.02 | ധരം ർധവ | \$ 483.70 | lump sum |
| D3A | PVC monitoring wells | \$ 22.60 | JA | 18 23.81 | νĘ | \$ 25.77 | įΛ | \$ 27.33 | vf |
| D4 | Shelby tube samples | \$ 50.00 | hooe | \$ 52.68 | each | \$ 57.00 | each | \$ 60.46 | each |
| \$Q | Traffic control: | | | | | | | | |
| DSA | Ajuo saud cand saud saud saud saud saud saud saud sau | \$ 200.00 | дар | \$ 210.73 | day | \$ 228.03 | ÁOP | \$ 241.85 | day |
| 850 | Single lane closure with light board | \$ 920.00 | óор | \$ 969.36 | day | \$ 1,048.85 | Аор | \$ 1.112.51 | day |
| D5C | Flagging operation | \$ 1,200,00 | App | \$ 1,264.38 | day | \$ 1,368.06 | day | \$ 1,451.10 | day |
| 90 | wobitzation | \$ 200.00 | yode | \$ 526.83 | each | \$ 570.02 | each | \$ 604.63 | each |
| 03 | ATV charges | \$ 350.00 | App | \$ 368.78 | dôy | \$ 399.02 | /op | \$ 423.24 | day |
| 96 | Road box installed | \$ 162.00 | edch | \$ 170.69 | each | \$ 184.69 | yooa | \$ 195.90 | each |
| 60 | Hourly rig charge - down lime -access problems, Sleam cleaning, extraordinary cleanup requirements, etc. | \$ 210.00 | Jnott | \$ 221.27 | hour | \$ 239.41 | hoor | \$ 253.94 | hour |
| D10 | Photoionization (Hnu) mater for detecting the presence of volattle organic compound | \$ 80.00 | dαγ | \$ 84.29 | day | \$ 91.20 | day | \$ 96.74 | day |

| E3 Sieve analysis (washed through No. 200 seve) [ASTM D 422) E2 Hydrometer and sieve analysis (ASTM D 422) E3 Allerberg ilmits (ASTM D 4318) E4 Water content [ASTM D 4318] E5 Dry density E6 Unconfined compression test [ASTM D 2166) controlled strain E6A Unconfined compression test (ASTM D 2166) controlled strain E7A Unconsolidated drained E7A Unconsolidated drained E7A Consolidation test to 16 lst on 2-1/2 inch dlameter specimen, including one reload cycle E8A Consolidation (ASTM D 2435) E8B Two or mater run simultaneously E9B Two or mater run simultaneously E9B Two or mater run simultaneously E7B ADDITIONAL RATES NOT COVERED IN SECTIONS A-E. F ADDITIONAL RATES NOT COVERED IN SECTIONS A-E. Frest any additional unit rates not outlined above, but related to specific enables incleaning-tending-te | GEOTECHNICAL LABORATORY TEST RATES: | UNIT PLACE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | BNIT OF MEASURE |
|--|---|------------|--------------------|------------|--------------------|------------|--------------------|------------|--------------------|
| E2 Hydrometer and sieve analysis (ASIM D 422) E3 Alterberg limits (ASIM D 4318) E4 Water content (ASIM D 2216) E5 Dry density E6 Unconfined compression test (ASIM D 2166) controlled strain E6A Unconfined compression lest (ASIM D 2166) controlled strain E7A Unconsolidated drained E7B Consolidated drained E7B Consolidated drained E7B Consolidation test to 16 lst on 2-1/2 inch diameter specimen. Including one relocated inne curves E8B One test only (ASIM D 2435) E8B Two or more rousinullaneously E9B Two or more rousinulaneously E9B Two or more rousinul | (ASTM D 422) | 00'08 \$ | test | \$ 84.29 | test | \$ 91.20 | test | \$ 96.74 | test |
| E3 Allerberg fimits (ASIM D 4318) E4 Water content ASIM D 2216) E5 Dry density E6 Unconfined compression test (ASIM D 2166) controlled strain E6A Unconfined compression test (ASIM D 2166) controlled strain E7A Unconsolidated drained E7A Unconsolidated E7A Unconsolidated drained E7A Unconsolidated dr | | \$ 115.00 | lesl | \$ 121.17 | 1981 | 131.11 | test | \$ 139.06 | test |
| E4 Water content [ASTM D 2216] E5 Dry density E6 Unconfined compression test (ASTM D 2166) controlled strain E6A Unconfined compression test (ASTM D 2166) controlled strain E7A Unconsolidated drained E7A Consolidated drained E7B Consolidated drained E7B Consolidated undrained E7C Consolidation test to 16 lat on 2-1/2 inch diameter specimen, including one relocand time of the consolidation test only (ASTM D 2435) E8B Two or more run simultaneously E7B Two or more run and inner south and a payrage on script on the fatter of specific enables in the fatter of the fat | | 110,00 | test | \$ 115.90 | test | \$ 125.41 | isəl | \$ 133.02 | test |
| E5 Dry density E6 Unconfined compression test (ASTM D 2166) controlled strain E6A Unconfined compression lest (ASTM D 2166) controlled strain E7 Intaxiol compression tests E7 Consolidated drained E76 Consolidated drained E77 Consolidation test to 16 lst on 2-1/2 inch diameter specimen, including one relocated inne curves E88 One lest only (ASTM D 2435) E88 I wo or mare run simultaneously E8 I Loss on ignition (ASTM D 2974) E8 ADDITIONAL RATES NOT COVERED IN SECTIONS A-E. Insert any additional unit rates not onlined above, but related to specific enainearin | | 18.00 | lesl | 18.97 | lęsi | \$ 20.52 | test | \$ 21.77 | isəj |
| E6 Unconfined compression test (ASTM D 2166) controlled strain E6A Unconfined compression test (ASTM D 2166) controlled strain E7A Unconsolidated drained E7C Consolidated drained E8 Consolidation test to 16 lst on 2-1/2 lnch diameter specimen, including one relocation test only (ASTM D 2435) E8B Two or more run simultaneously E9 Loss on ignifion (ASTM D 2974) F: ADDITIONAL RATES NOT COVERED IN SECTIONS A-E: Insert any additional unit rates not outlined above, but related to specific enaineatin | | \$ 18.00 | hesi | \$ 18.97 | lesi | \$ 20.52 | lesi | \$ 21.77 | test |
| E6A Unconfined compression lest (ASTM D 2166) controlled strain E7A Unconsolidated drained E7B Consolidated drained E7C Consolidation fest to 16 let on 2-1/2 inch diameter specimen, including one relocated inner curves E8A One lest only (ASTM D 2435) E8B Two or more run simultaneously E8 Two or more run simultaneously E9 Loss on ignition (ASTM D 2974) E7 ADDIMONAL RATES NOT COVERED IN SECTIONS A-E. | ontrolled strain | \$ 100.00 | iner + | \$ 105.37 | liner + | \$ 114.00 | liner + | \$ 120.93 | llner + |
| Finaxial compression tests E7A Uncorsolidated drained E7B Consolidated drained E7C Consolidated undrained E8 Convolidation test to 16 lat on 2-1/2 inch diameter specimen, including one relocand time test only (ASTM D 2433) E8B Two or mater on simultaneously E8B Two or mater on simultaneously E9 Loss on ignition (ASTM D 2974) F: ADDITIONAL RATES NOT COVERED IN SECTIONS A-E: | (66) controlled strain | \$ 100.00 | shelby | \$ 105.37 | shelby | \$ 114.00 | shelby | \$ 120.93 | shelby |
| E7A Uncorsolidated drained E7E Consolidated drained E7C Consolidation feat to 16 lst on 2-1/2 inch diameter specimen, including one reionard inner curves E8A One test only (ASTM D 2435) E8B Two or more run simultaneously E9 Loss on ignition (ASTM D 2974) F: ADDITIONAL RATES NOT COVERED IN SECTIONS A-E: Insert any additional unit rates not outlined above, but related to specific enainearin | | | | | | | | | |
| Consolidated drained Consolidation let 10 16 let on 2-1/2 inch diameter specimen, including one relocated inches curves Consolidation lest only [ASTM D 2435] Consolidation lest only [ASTM D 2435] Consolidation (ASTM D 2974) | | \$ 375.00 | each | \$ 395.12 | each | \$ 427.52 | each | \$ 453.47 | each |
| Consolidation test to 16 lst on 2-1/2 inch diameter specimen, including one relocated time curves E8 | | \$ 375.00 | each | \$ 395.12 | each | \$ 427.52 | each | \$ 453.47 | each |
| Convolidation lest to 16 let on 2-1/2 inch diameter specimen, including one relocation dime curves ERA One test only (ASTM D 2435) ERB Two or mate run simultaneously EYADDITIONAL RAIES NOT COVERED IN SECTIONS A-E: Treat any additional unit rates not outliked above, but related to specific enamenting. | | \$ 375.00 | each | \$ 395.12 | each | \$ 427.52 | each | \$ 453.47 | each |
| EBA One lest only (ASTM D 2433) EBB Two or more run simultaneously EQUIPMENT (ASTM D 2974) F: ADDITIONAL RAIES NOT COVERED IN SECTIONS A-E: Insert any additional unit roles not outlined above, but rekited to specific enamedia. | eler specimen, including one reload cycle | | | | | | | | |
| EBB Two or mare run simultaneously E9 Loss on ignition (ASIM D 2974) F: ADDITIONAL RATES NOT COVERED IN SECTIONS A-E: Insert any additional unit rates not outlined above, but related to specific enamenting. | | \$ \$50.00 | each | \$ 579.51 | +oc+ | \$ 627.03 | each | \$ 665.09 | each |
| E9 Loss on ignifion (ASTM D 2974) F: ADDITIONAL RATES NOT COVERED IN SECTIONS A-E: Insert any additional unit rates not outlined above, but related to specific engineerin | | \$ 475.00 | lest | \$ 500.48 | test | \$ 541.52 | test | \$ 574.39 | test |
| F: ADDITIONAL RATES NOT COVERED IN SECTIONS A-E: Insert any additional unit rates not outlined above, but related to specific engineering. | | \$ 65.00 | lesi | \$ 68.49 | lesí | \$ 74.10 | iesi | \$ 78.60 | test |
| Insert any additional unit rates not outlined above, but related to specific engineering | ECTIONS A-E: | | INITOF | | UNITOF | 100 | JO JIMN | | UNITOF |
| services outlined in RFP-W-0025. | but related to specific engineering/environmental | UNII PRICE | MEASURE | UNII PRICE | MEASURE | PRICE | MEASURE | DNH PRICE | MEASURE |
| FI Mix Design Review | | \$ 200.00 | | \$ 210.73 | | \$ 228.01 | : | \$ 241.85 | |

"There was no rate increased from 9-19-23 Itrough 9-18-24, thus 2024 Rates are increased by the CPI change from 9-19-23 to 9-18-24 and from 9-19-24 thru 9-18-25

| 296.276 305.691 9.415 0.03177780 3.177780178 | 305.691 31.4.54 8.8.49 0.028947532 2.894753198 2.89 |
|--|--|
| CPI for July, 2022 | CPI for July, 2023 |
| CPI for July, 2023 | CPI for July, 2024 |
| Difference is | Difference is |
| 9.415/296,276 | 8,849/305.691 |
| .03177902 x 100 = | 028947532 x 100 = |
| Change in CPI is 3.1 | Change in CPI is |

20'9

Combined CPI

| | | | | ne • Mone | 916 |
|------------|---|-------------------------------|--------------------|--|------------------------------------|
| ₹ | PSI - FIELD TESTING SERVICES RFP-W-0025 RATES | INITIAL AWARDED RATES FOR PSI | RATES FOR PSI | 2004 & 2025 KALES \$-19-23 thru 9-18-25 Increase of 6.07%* | 25 KALES U 9-18-25 of 6.07%* |
| ក្ខ⊒ន | Technician's services for field testing of soil, asphalt and concrete, and other granular fill or base materials, including the usage of listed field equipment. Rates also include coordination of fletd and toborationy activities; report review, preparation and submittal; travel time to and from the project sile from consultants office; and project management. | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE |
| 4 | Monday through Filday, Regular Working Hours (up to 8 working hours), must include 1/2 hour lunch (on site time only). | \$ \$1,00 | hour | \$ 64,70 | hour |
| ধ | | 00.69 | hour | \$ 73.19 | hour |
| ্ব | | \$ 50.00 | day | \$ 53.04 | App |
| * | Rental of Michigan Cone Equipment | \$ 35.00 | Апр | \$ 37.12 | Αυφ |
| A5 | Rental for Concrete Coring Machine and Generator | \$ 100.00 | Á¤Þ | \$ 106.07 | App |
| 9¥ | Care Barrel usage fee (for cores up to 10 inches in length) | \$ 15.00 | эюэ | 16.21 | aloo |
| Α7 | tane Tie Puli-ouf Equipment | \$ 50.00 | Аор | \$ 53.04 | day |
| 8 | Special Cylinder pickup on City Of Warren Projects | \$ \$ | d)# | \$ 106.07 | qirl |
| \$ | Special Sample pickup at quanties, batch plants and suppliers | \$ 85.00 | + Jnoly | \$ 90.16 | hour + |
| 齒 | BATCH PLANT INSPECTION: | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE |
| ≝चंठ | Technician's services for batch plant inspection, including sampling of Materials from Fleid/Quany for different laboratory tests such as Moisture, Density, Sieve Analysis, Marshall Density, Asphalt Extraction and Specific Gravity, [on-site time only] | \$ \$5.00 | hour | \$ \$8.95 | hour |
| Ċ | LABORATORY TESTS: | UNITPRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE |
| ເວ | Maisture-Density Relationship Modified Proctor (ASTM D-1557) Methods A, B C & D | \$ 185.00 | test | \$ 196.23 | test |
| C5 | One Point Verification | \$ 80.00 | test | \$ 84.B6 | test |
| ប | Washed (mechanical) Sieve Analysis for Granukar backfill materials and/or concrete aggregates (ASTM C-136) | \$ 80.00 | test | \$ 84.86 | test |
| C4 | Hydrometer and Sieve Analysis (ASTM D-422) | \$ 115.00 | 1se1 | \$ 121.98 | test |
| ပိ | Atterberg Umits Test (ASTM D-4318) | 110.00 | lest | \$ 116.68 | test |
| 9 0 | Field Marshall Test for Asphalt Concrete equipment Mixtures only (Technician hourty rate covered in tiem A) | \$ 55.00 | day | \$ 58.34 | day |
| <i>C</i> 2 | Asphalt Extraction Test (ASTM D-2172) | \$ 175.00 | test | \$ 185.62 | test |
| 83 | Marshall Stability Test (ASTM D-1559) | \$ 115.00 | point | \$ 121.98 | point |
| 60 | Concrete Compressive Strength Test (ASTM C-39) | \$ 15.00 | δ | \$ 15.91 | cyl |
| C10 | Flexural Strength of Concrete Beams (ASTM C-78) | \$ 50.00 | each | \$ 53.04 | each |

| ĺ | | • | • | | |
|-----|--|------------|----------|------------|----------|
| ä | GEOTECHNICAL DRILLING SERVICES: | i constant | UNITOF | LONG | UNITOF |
| Ē₿ | The following unit rates will apply for providing geolechnical drilling services upon request and approval from the City of Warren. | UNII PRICE | MEASURE | UNII PRICE | MEASURE |
| ΙO | Drilling – includes drilling, standard spilt spoon sampling, backfilling holes with cuttings (shallow holes only) and moving between boreholes (provided there is clear access). | \$ 15.40 | ٧f | \$ 16.33 | ĴΛ |
| 22 | Grouting boreholes | \$ 8.60 | * | \$ 9.12 | λV |
| 8 | PVC monitoring wells (Mobilization Charge) | \$ 400.00 | lump sum | \$ 424.28 | was dwaj |
| D3A | PVC monitoring wells | \$ 22.60 | ٧f | \$ 23.97 | J۸ |
| 2 | Shelby tube samples | \$ 50.00 | each | \$ 53.04 | 435e |
| ÇQ | Traffic control: | | | | |
| DSA | Signs and cones only | \$ 200.00 | day | \$ 212.14 | Αφρ |
| DSB | Single lane closure with light board | \$ 920.00 | day | \$ 975.84 | App |
| D5C | Flagging operation | 1,200.00 | day | 1,272.84 | άφρ |
| Dé | Mobilization | \$ 500.00 | each | \$ 530.35 | yope |
| 70 | ATV charges | \$ 324.00 | day | \$ 343.67 | day |
| 8 | Road box installed | \$ 162.00 | each | \$ 171.83 | each |
| 53 | Hourly ing charge – down fime -access problems, Steam cleaning, extraordinary cleanup requirements, etc. | \$ 210.00 | hour | \$ 222.75 | hour |
| סום | Photoionization (Hnu) meter for detecting the presence of volatile organic compound | \$ 80.90 | day | \$ 84.86 | day |

| üi | GEOTECHNICAL LABORATORY TEST RATES: | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE |
|--------------|---|------------|--------------------|------------|--------------------|
| ы | Sleve analysis (washed through No. 200 sieve) (ASTM D 422) | 00'08 \$ | test | \$ 84.86 | test |
| E23 | Hydrometer and sieve analysis (ASTM D 422) | 00:511 \$ | test | \$ 121.98 | lest |
| 8 | Atterberg limits (ASTM D 4318) | \$ 110.00 | test | 89'911 \$ | test |
| 7 | Water content (ASTM D 2216) | \$ 18:00 | test | 60'6। \$ | test |
| ង | Dry density | \$ 18.00 | test | 60'61 \$ | test |
| 28 | Unconfined compression test (ASTM D 2166) controlled strain | \$ \$ | liner + | \$ 106.07 | liner + |
| E6A | Unconfined compression test (ASTM D 2166) controlled strain | \$ 100.00 | shelby | \$ 106.07 | shelby |
| Ð | irlaxial compression tests | - | | | |
| ΕZΑ | Uncorsolidated atained | 00'528 | each | \$ 397.76 | 4209 |
| E78 | Consolidated drained | \$ 375.00 | each | \$ 397.76 | each |
| 54C | Consolidated undrained | \$ 375.00 | eoch | \$ 397.76 | each |
| 83 | Consolidation test to 16 lsf on 2-1/2 inch diameter specimen, including one reload cycle and time curves | | | | |
| EBA | One test only (ASTM D 2435) | \$ 550.00 | each | \$ 583.39 | each |
| E88 | Two or more run simultaneously | \$ 475.00 | test | \$ 503.83 | lest |
| 81 | Loss on ignition (ASTM D 2974) | \$ 65.00 | test | \$ 68.95 | test |
| a: | ADDITIONAL RATES NOT COVERED IN SECTIONS A-E: | | UNITOF | | UNITOF |
| lrısı Ser | Insert any additional unit rates not outlined above, but related to specific engineering/environmental services outlined in RFP-W-5025. | UNITE | MEASURE | UNII PRICE | MEASURE |
| F1 | Mix Dasign Review | \$ 111.00 | | \$ 117.74 | |

"There was no rate increased from 9-19-23 through 9-18-24, thus 2024 Rates are increased by the CPI change from 9-19-23 to 9-18-24 and from 9-19-24 thru 9-18-25

CPI for July, 2022
CPI for July, 2022
CPI for July, 2023
CPI for July, 2023
CPI for July, 2023
CPI for July, 2023
CPI for July, 2022

296.276 305.691 9.415 0.031777802 3.17780178 3.18 305.691 314.54 8.849 0.028947532 2.894753198

CPI for July, 2023 CPI for July, 2024 Difference is 8,449/305.691 .028947.532 x 100 = Change in CPI is 2.89 6.07

Combined CPI

| ¥ | PSI - HELD TESTING SERVICES RFP-W-0025 RATES | INITIAL AWARDED RATES FOR PSI | RATES FOR PSI | 2024 & 2025 RATES 9-19-23 lhsu 9-18-25 Increase of 6.07% | 25 RATES u 9-18-25 sí 6.07%" |
|------------|--|-------------------------------|--------------------|--|------------------------------------|
| ច្ច្⊈ | Technician's services for field testing of soil, asphalt and concrete, and other granular fill or base materials, including the usage of listed field equipment. Rates also include coordination of field and laboratory activities, report review, preparation and submittal; travel time to and from the project site from consultants office; and project management. | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE |
| ₹ | Monday through friday, Regular Working Hours (up to 8 working hours), must includie 1/2 hour lunch (on site time only). | \$ 41.00 | hour | \$ 64.70 | noq |
| Ş | | 00'69 \$ | hour | \$ 73.19 | noų |
| A3 | Rental for Nuclear Densometer | \$ 50.00 | day | \$ 53.04 | day |
| Ş | Rental of Michigan Cone Equipment | \$ 35.00 | day | \$ 37.12 | day |
| A5 | Rental for Concrete Coring Machine and Generator | 00:001 \$ | day | 20'901 \$ | Лор |
| A6 | Core Barrel usage fee (for cores up to 10 inches in length) | \$ 15.00 | core | \$ 15.91 | core |
| Α7 | Lane Tie Pull-out Equipment | \$ \$0.00 | App | \$ \$3.04 | λοφ |
| æ | Special Cylinder pickup on City Of Warren Projects | 00.00T & | diti | 20'901 \$ | dint |
| 49 | Special Sample pickup at quames, batch plants and suppliers | \$ 85.00 | hour + | \$ 90.16 | hour + |
| ä | BATCH PLANT INSPECTION: | UNIT PRICE | UNIT OF MEASURE | UNITPRICE | UNIT OF MEASURE |
| 요후 | lechnician's services for batch plant inspection, including sampling of Materials from Rela/Quany for different laboratory tests such as Molsture, Density, Sieve Analysis, Marshall Density, Asphali Extraction and Specific Gravity, (on-site time only) | \$ 65.00 | hour | \$ 68.95 | hour |
| ات | LABORATORY TESTS: | UNIT PRICE | UNIT OF MEASURE | UNIT PRICE | UNIT OF MEASURE |
| ü | Moisture-Density Relationship Modified Practor (ASTM D-1557) Methods A. B.C. & D | \$ 185.00 | hesf | \$ 196.23 | test |
| C | One Point Verification | \$ 80.00 | test | \$ 84.86 | test |
| ខ | Washed (mechanical) Sleve Analysis for Granular backfil! materials and/or concrete aggregates (ASTM C-136) | \$ 80.00 | test | \$ 84.86 | ţseţ |
| 2 | Hydrometer and Sieve Analysis (ASTM D-422) | \$ 115.00 | lest | \$ 121.98 | test |
| S | Atterberg Limits Test (ASTM D-4318) | \$ 110.00 | test | \$ 116.68 | test |
| ပိ | Field Marshall Test for Asphalt Concrete equipment Mixtures only (Technician hourly rate covered in item A) | \$ 55.00 | day | \$ 58.34 | day |
| $^{\circ}$ | Asphalt Extraction Test (ASTM D-2172) | \$ 175.00 | łes ł | \$ 185.62 | test |
| రి | Marshall Stability Test (ASTM D-1559) | \$ 115.00 | point | \$ 121.98 | pojut |
| ပ် | Concrete Compressive Strength Test (ASTM C-39) | \$ 15.00 | σλ | \$ 15.91 | ₹ |
| C10 | Flexural Strength of Concrete Beams (ASTM C-78) | \$ 50.00 | each | \$ 53.04 | each |

| Ö | GEOTECHNICAL DRILLING SERVICES: | | UNIT OF | | UNITOF |
|------------|---|-------------|---------|-------------|----------|
| Ęβ | The following unit rates will apply for providing geolechnical drilling services upon request and approval from the City of Warren. | UNIT PRICE | MEASURE | UNII PRICE | MEASURE |
| la | Drilling - includes drilling, standard spll spoon sampling, backfilling holes with cuttings (shallow holes only) and moving between boreholes (provided there is clear access). | \$ 15.40 | ļA | £ | ј∧ |
| 22 | Grouting boreholes | \$ 8.60 | νί | \$ 9.12 | * |
| 83 | PVC monitoring welk (Mobilization Charge) | \$ 400.00 | was dwa | \$ 424.28 | uns dun |
| D3A | PVC monitoring wells | \$ 22.60 | νŧ | 26°62 \$ | ۸ţ |
| 104 | Shelby tube samples | \$ 50.00 | each | \$ 53.04 | yobe |
| 05 | Traffic control: | | | | |
| DSA | Signs and cones only | \$ 200.00 | Αορ | \$ 212.14 | λοp |
| BSG | Single lane closure with light board | \$ 920.00 | day | \$ 975.84 | ф |
| DSC | Flagging operation | \$ 1,200.00 | day | \$ 1,272.84 | Кор |
| 9 0 | Mobilization | \$ 200.00 | yope | \$ 530.35 | yooa |
| Δ | ATV charges | \$ 324.00 | day | \$ 343.67 | Aαρ |
| 8 | Road box installed | \$ 162.00 | each | \$ 171.83 | чэсе |
| 60 | Hourly it a charge – down time -access problems, Steam cleaning, extraordinary cleanup requirements, etc. | \$ 210.00 | hour | \$ 222.75 | nou |
| 010 | Photolonization (Hnu) meter for detecting the presence of volatile organic compound | \$ 80.00 | day | \$ 84.86 | Aop |

| _ | | | | | |
|-------|---|--------------------|---------|------------|---------|
| Ŗ | GEOTECHNICAL LABORATORY TEST RATES: | UNIT PRICE | UNIT OF | UNIT PRICE | MEASURE |
| Ē | Sieve analysis (washed through No. 200 sieve) (ASTM D 422) | \$ 80.00 | 1661 | 98'88 | test |
| ជ | Hydrometer and sieve analysis (ASTM D 422) | \$ 115.00 | test | \$ 121.98 | test |
| 83 | Afferberg linds (ASTM D 4318) | \$ 110.00 | test | 89'911 \$ | test |
| E4 | Water content (ASTA D 2216) | \$ 18.00 | test | 60'61 | test |
| 33 | Dry density | \$ 18.00 | text | 60'61 \$ | test |
| 22 | Unconfined compression fest (ASTM D 2166) controlled strain | \$ 00.001 | liner + | 20'901 \$ | iner + |
| E6A | Unconfined compression fest (ASTM D 2166) contralled strain | \$ 100.00 | ÁÇIƏYS | 20'901 \$ | shelby |
| a | Fricatal compression tests | | | | |
| E7A | Unconsolidated drained | \$ 375.00 | чэре | 92'268 \$ | each |
| E7B | Consolidated drained | \$ 375.00 | yope | \$ 397.76 | yope |
| БC | Consolidated undrained | \$ 375.00 | each | \$ 397.76 | each |
| EB | Consolidation test to 16 tsf on $2\text{-}1/2$ inch diameter specimen, including one reload cycle and time curves | | | | |
| E8A | One test only (ASTM D 2435) | \$ 550.00 | each | \$ 583.39 | each |
| - E8B | lwo or more run simultaneously | \$ 475.00 | test | \$ 503.83 | test |
| 8 | Loss on ignition (ASTM D 2974) | \$ 65.00 | test | \$ 68.95 | test |
| a | ADDITIONAL RATES NOT COVERED IN SECTIONS A.E. | | UNITOF | | JO JINA |
| ≅ छ | Insert any additional unit rates not outlined above, but related to specific engineering/environmental services outlined in RFP-W-0025. | UŅII FXI CE | MEASURE | UNII PRICE | MEASURE |
| Fì | Mix Design Review | oonu \$ | | \$ 117.74 | |

*There was no rale increased from 9-19-23 through 9-18-24, thus 2024 Rates are increased by the GPI change from 9-19-23 to 9-16-24 and from 9-19-24 thru 9-18-25 $\,$

| 296.276 305.691 9.415 0.031777802 3.17780178 | 305.691 314.54 8.849 0.028947532 2.894753198 2.89 |
|--|--|
| CPI for July, 2022 | CPI for July, 2023 |
| CPI for July, 2023 | CPI for July, 2024 |
| Difference is | Difference is |
| 9,415/296,276 | 8.849/305.691 |
| .031777802 x 100 = | .02847532 x 100 ≈ |
| Change in CPI is 3.18 | Change in CPI is 2.89 |

6.07

Combined CPI

RESOLUTION

Document No: RFP-W-0025

Product or Service: Extension of Environmental/Geotechnical & Testing Engineering

Services

Requesting Department: Various

| At a Regular Meeting of the City Council of the City of Warren, County of |
|--|
| Macomb, Michigan, held on, 2024 at 7 p.m. Local Time, in the |
| Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, |
| Michigan. |
| PRESENT: Councilmembers: |
| |
| ABSENT: Councilmembers: |
| The following preamble and resolution were offered by Councilmember |
| and supported by Councilmember |

The Purchasing Division sought firms to provide Environmental, Geotechnical, & Testing Engineering Services for the City of Warren, through a Request For Proposal (RFP) process.

On Tuesday, August 27, 2019, Warren City Council approved an award to G2 Consulting Group (G2) and Professional Service Industries (PSI) to furnish Professional Environmental, Geotechnical, and Testing Engineering Services for the City for an initial five-year term with options to extend for a three-year period, followed by a two-year period.

The City Engineer and the WWTP Division Head have determined, that, in the best interest of the City, this award should be extended for the first extension period of three

years to <u>G2 Consulting Group (G2), 1866 Woodslee Street, Troy, MI 48083</u> and <u>Professional Service Industries, Inc. (PSI), 37483 Interchange Drive, Farmington Hills, MI 48335.</u>

IT IS RESOLVED, that the agreements with <u>The G2 Consulting Group</u> and <u>Professional Service Industries</u>, <u>Inc.</u> are hereby extended for the first extension period of three years, with the option to extend for one (1) final two-year period.

IT IS FURTHER RESOLVED, that the extension period shall commence on September 19, 2024 for both G2 and PSI.

IT IS FURTHER RESOLVED, that the awarded firm(s) shall be granted automatic price increases for comprehensive hourly rates and testing service fees one time per year, effective on the anniversary date of the contract's effective date.

Price increases are based on the change in the Consumer Price Index (CPI),

Major Categories, Not Seasonally Adjusted (Unadjusted) Total from the Bureau of Labor

Statistics (BLS) website https://www.bls.gov/cpi

The CPI Index Rate will be determined by looking at the period fourteen (14) months prior to the effective price increase date, moving forward for a twelve (12) month period.

Price increases will be automatically adjusted for the start of years 6, 7, and 8 of this agreement. Throughout the contract period, including extensions, the City will not reduce the comprehensive hourly rates or testing service rates.

No other price adjustments will be considered by the City for any reason, as long as the contract is in force.

Funds are available on a project-by-project basis, per the terms of the contract, from the associated Project or Capital Improvement Fund.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

| | | X Proposal Documen X Contract X Resolution | ts | | |
|------------------|-----------------|--|----------------------------|---------------------------------------|--------|
| and in such | form that meets | with the satisfaction | of the City A | attorney if rev | iew is |
| required. | | | | | |
| AYES: Cou | | | | | |
| NAYS: Cou | | | ·- • | · · · · · · · · · · · · · · · · · · · | |
| RESOLUTION 2024. | ON DECLARED AL | OOPTED this | _ day of | | , |
| £U24. | | | | | |
| | | | y Moore etary of the Co | uncil | |

CERTIFICATION

| STATE OF MICHIGAN)) SS. |
|--|
| COUNTY OF MACOMB) |
| I, Sonja Buffa, duly appointed City Clerk for the City of Warren, Macomb County, |
| Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution |
| adopted by the Council of the City of Warren at its meeting held on |
| , 2024. |
| |
| |
| Sonja Buffa |
| City Clerk |

ONE CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 (586) 574-4600 FAX (586) 574-4614 www.cityofwairen.org

DATE:

AUGUST 19, 2024

TO:

MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

FROM:

RFP-W-1115 REVIEW PANEL

SUBJECT:

REVIEW PANEL RECOMMENDATION TO AWARD THE RECEIVING AND RECYCLING OF

THE CITY OF WARREN'S RECYCLABLES

RECOMMENDATION:

The Purchasing Division concurs with the RFP-W-1115 Review Panel and unanimously recommends that RFP-W-1115; for Receiving and Recycling the City of Warren's Recyclables be awarded to Waste Management of Michigan, Inc. (WM), 41100 Plymouth Road, Plymouth, MI 48170 for a four (4) year term with options to extend for three (3) additional two (2) year terms, and authorize the Mayor and Clerk to execute the attached contract.

RFP PROCESS:

The City of Warren sought electronic proposals from qualified companies to receive and recycle the City of Warren's recyclables

On July 10, 2024, electronic bids were publicly opened for proposal RFP-W-1115; to Receive and Recycle the City of Warren's Recyclables. Invitations to bid were posted on the BidNet® (MITN) system to two-hundred and seventy-five (275) vendors. Twenty-Six (26) companies viewed some or all of the proposal documents, including Republic Services, Recycle Waste Services, GFL Environmental USA, Inc., Priority Waste, and Waste Management of Michigan, Inc. One (1) company responded with a proposal.

PROPOSALS RECEIVED:

Waste Management of Michigan, Inc. (WM)

EVALUATION PROCEDURE:

The proposal was sent to review panel members and subsequently the review panel met to evaluate the merits of the proposals.

After the review panel reviewed the proposal from Waste Management of Michigan, Inc. (WM), the panel made the decision to schedule an interview with WM, which occurred on July 17, 2024.

The interview covered many topics including, but not limited to, the following:

- WM's ability to meet the requirements of the City;
- Responsibilities of the City and WM;
- Business hours for accepting the City's recyclables, including Saturdays after a week with a holiday;
- Education and Community Outreach Programs;
- Contract terms:
- Drop off location;
- Pricina:

After careful review, the review panel unanimously agreed to recommend WM for this award.

RECOMMENDATION:

The review panel's decision is to recommend award to Waste Management of Michigan, Inc. to receive and recycle the City of Warren's recycling. The proposal was thorough and the review panel is very confident that WM will meet or exceed the needs of the City. Some of the reasons for selecting WM include, but are not limited to:

- WM is the largest recycler in North America;
- WM Manages over 15 million tons of material per year;
- WM is planning to invest \$1 billion dollars in approximately forty (40) new and upgraded state-of-the-art recycling facilities through 2026, which will generate an additional 2.5 million tons per year;
- WM is not currently in any legal dispute with the City of Warren;
- WM is offering credits, or rebates, to the City based on shared value of the recyclable materials being delivered by the City.

WM is currently in the process of building a \$50,000,000.00 Materials Recycling Facility (MRF) in Detroit, MI with an estimated completion date of the first quarter of 2026. Until the Detroit Facility is able to accept the City's recyclables, the City will be taking its recyclables to the Southfield MRF located at 20000 W. Eight Mile, Southfield, MI 48075. The City will be dumping its recyclables utilizing the agreement between WM and Republic, which runs the Southfield facility.

The WM price proposal is a cooperative effort between the City and WM. The cost per ton will be fixed for the first four years of the agreement (See Exhibit A). After year four, and prior to the approval of a new term, the City and WM will work together to determine if the hourly rates per ton need to be modified.

The price per ton will be offset by a rebate, or credit, that will be applied against the City's invoices. A value share of 80% of the aggregated commodity stream value netted against the cost of residue will determine the amount of the per ton credit that will be applied to the City's invoices. By taking this approach, both the City and WM have a shared interest in working to obtain the cleanest possible inbound stream of recyclables.

The composition % of materials will be held firm until the City starts to drop off at WM's new Detroit Facility. The composition percentages being used equal the composition percentages that the Southfield location is currently experiencing with WM's recyclables. Within one-hundred and twenty (120) days of the City dropping off at the Detroit Facility, WM will conduct an audit to determine the composition % of the recyclable materials dropped off by the City. This composition table's percentages will then be updated to the actual percentage mix of materials. A composition audit will then be done each January that the contract remains in effect.

The monthly cost to the City for the first year is estimated to be \$69.37 per ton. Based on 500 tons of recycling being processed each month, the estimated monthly cost would be approximately \$34,685.00, or an annual cost of \$416,220.00. These numbers are estimates. The actual dollar figures will change based on the market value and the tons being delivered each month. Once the Detroit Facility is operational, the commodity percentages will be updated, as well, which could have an impact on the total net cost the City will pay to WM.

The value, or unit price, of each category of material will be re-calculated on a monthly basis to determine the market value of each type of material. The City will be able to validate the value figures by subscribing to recycling products.net.

The remit to address for all invoices shall be:

WM Corporate Services, Inc. As Payment Agent PO Box 4648 Carol Stream, IL 60197-4648 Funds are available in the following Account: 226-9226-80115.

The attached contract has been approved as to form by the Acting City Attorney, Mary Michaels.

Manufichaels, Acting City Attorney

Respectfully Submitted,

Ma Machaele

Craig Treppa Purchasing Agent

REVIEW PANEL MEMBERS:

Richard Fox, City Controller
Gary Boike, City Councilman
David Muzzarelli, Public Service Director
Mary Michaels, Acting City Attorney
Kevin Kitka, Sanitation Superintendent
Jacqueline Damron, Acting Human Resources Director
Craig Treppa, Purchasing Agent

| Approved By: | Signature: | Date: |
|------------------|----------------|-----------|
| Budget Director: | Llisten SBAHLE | 8/20/2004 |
| Controller: | Eul OFN | 8/20/2024 |
| MAYOR: | Don MAL | 8/20/2024 |

RECYCLABLE PROCESSING AGREEMENT BETWEEN WASTE MANAGEMENT OF MICHIGAN, INC. AND CITY OF WARREN

This agreement (the "<u>Agreement</u>") is entered into on September _____, 2024 between the City of Warren, a Michigan municipal corporation, whose office is located at One City Square, Warren, MI 48093 (the "<u>City</u>"), and Waste Management of Michigan, Inc., a Delaware limited liability company, with a corporate office at 800 Capitol Street, Suite 3000, Houston Texas, 77002 and local office at 41100 Plymouth Road, Plymouth, Michigan 48170 ("WM").

RECITALS

- A. The City offers a residential curbside recycling service, and desires the services of a solid waste disposal company to accept and process the City's recyclable materials.
- B. The City solicited proposals from qualified disposal companies under RFP-W-1115.
- C. Waste Management of Michigan, Inc., for its affiliated entity, Waste Management of Michigan, Inc. (WM) submitted a proposal demonstrating its legal, financial and operational qualifications to provide the City with recyclable processing services.
- D. On August 27, 2024, Council accepted the proposal of WM to provide recycling and processing services under RFP-W-1115, on terms of this agreement.

THEREFORE, in consideration for the mutual promises of the parties, as contained in this document, the Parties agree as follows:

SECTION 1

DEFINITIONS

As used in this Agreement, the following terms will have the following meanings ascribed to them,

Agreement means this contract between Waste Management of Michigan, Inc. and the City, and all exhibits attached to and made a part of the contract.

Facility means the WM single stream recycling facility at 15550 Harper Ave., Detroit, Michigan 48211, which is under reconstruction, as of the Effective Date with an anticipated operational date prior to March 1, 2026.

Drop-Off Facility or Interim Facility means the recycling facility at 20000 W. Eight Mile, Southfield, Michigan.

Secondary Facility means the recycling facility at 900 East Baldwin, Pontiac, Michigan.

Recyclables means those materials meeting the specifications set forth in Exhibit

WM means Waste Management of Michigan, Inc. and its officers, members, employees, and contractors. Reference to WM under this Agreement, shall include any of WM's employees, subcontractors, agents, affiliated entities or assigns performing services or work, or the Facilities, including Interim, Secondary or Drop Off Facility, and their employees or contractors, where work under this Agreement are performed. City means the City of Warren, Michigan, a municipal corporation.

Director means the Director of Public Service, or his or her designee.

Ton means 2,000 pounds.

C.

Unacceptable Waste means waste or non-Recyclables delivered by the City that (a) are prohibited from being received, managed or disposed of at a Facility used hereunder by federal, state, or local law, regulation, ordinance, permit or other legal requirement; (c) are hazardous or toxic substances as such terms are defined by any applicable federal, state, or local laws or regulations; (d) are or contain any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law.

SECTION 2

SERVICES

- 1. Commencing September 1, 2024, WM agrees to provide single-stream recycling services for the City, subject to the terms of this Agreement. In a professional and efficient manner will accept, store, sort, palletize, transport, process and dispose of all Recyclables, in accordance with the Contract Documents. Contract Documents shall mean this Agreement, RFP- W-1115, WM's proposal in response to the RFP-W-1115, and all exhibits, addenda and clarifications in connection with RFP-W-1115 (the Proposal).
- 2. The City will deliver the Recyclables to the Drop-off Facility in bulk form, picked up by the City pursuant to its residential curbside recycling program. A City employee will drive loaded vehicle onto scale as directed by WM at the Facility and unload the Recyclables at the receiving bay of the Drop Off Facility. Upon at least 30 days' advance written notice to the City that the Facility is available and operable, the City will deliver the Recyclables to the Facility.
- 3. Upon delivery and unloading, WM shall sort, store, palletized, load, transport, deposit, process and dispose of all Recyclables. WM will be responsible for loading, sorting, palletizing, transporting, processing and disposing of Recyclables to a Recyclable Facility, at its sole cost for separation, baling and processing for recycling. If WM utilizes a facility that is not identified in the Proposal, the alternate location shall be EGLE approved, and must be approved by the Director of Public Service. Any such site utilized for services under this Agreement must be a legally operating material recovery

facility (MRF), authorized, permitted, and licensed by all federal, state, county or local statutes, laws, ordinances or regulations to accept, process and dispose of recyclables.

- 4. During transportation of the City's Recyclables by WM, WM or its haulers shall maintain and have in effect Truckers Pollution liability insurance in the amount of \$1,000,000 per occurrence, and pollution liability endorsement number CA99481293 available on commercial auto policies. The City of Warren and entities named in section 7 shall be added as Additional Insured on this policy. All loads shall be secured, and transported in accordance with all applicable regulations and laws. The insurance shall be applied for costs to remediate or clean any spills or contamination of any transported material, without regard to title or nature of waste. For costs not covered by insurance, WM will be responsible for remediation of any spill or contamination that may occur while WM has title to the material. Upon acceptance of the Recyclables at the Drop-off Facility, WM perform all activities under this Agreement in full compliance with all applicable laws, regulations and rules.
- 5. WM is responsible for maintaining the scales at the Drop-off Facility, Interim Facility, Facility or any alternate facility as provided elsewhere, in good operating condition, capable of accurate measurements. At all times, the City will be permitted to inspect the scales, and if the City has reason to believe a scale is not accurate or defective, WM will take all action necessary to replace or repair the scale, at its expense. Upon weighing the recyclables, the City and WM employee or agent will issue the weight ticket.
- 6 The recyclables will be weighed and measured in accordance with the following procedures:

Upon delivery to the dock at the Drop-Off Facility or Facility by a City driver, WM and the City's driver will weigh the Recyclables on a proper working scale. WM, or its subcontractor will provide a copy of the ticket to the City's weight ticket. Upon unloading of the Recyclables on the scale, the Recyclables will be deemed accepted by WM, subject to any charges for contamination or disposal of non-Recyclables.

- 7. Title to the Recyclables will vest in WM immediately upon unloading of the recyclables on the scale by or on behalf of the City at the Drop Off Facility or Facility. itle to Unacceptable Waste shall remain with the City at all times, subject however to insurance rights as provided in Section 2, subsection 4 above. Upon such delivery, all rights, privileges, risks and liabilities associated with ownership will then belong to WM.
- 8. The City will use its best efforts to keep non-Recyclable Material from the Recyclable Material delivered to Drop Off Facility or Facility, but does not guarantee that the loads will all be Recyclables. In the event, the City delivers non-Recyclable Material, the City will be charged a Contamination Charge as set forth on Exhibit A. If WM accepts any Unacceptable Waste or non-recyclable material, WM will be

responsible for the disposal of such waste in legal manner, and at no charge beyond the Contamination Charge.

- 9. WM will provide the City any educational materials, including brochures and videos to help the City and public understand the recycling process and to identify acceptable and unacceptable recyclable items. Tours will be offered and conducted by WM for City's elected or appointed officers and the public, at reasonable intervals and at no cost to the City.
- 10. WM will provide all services in a professional manner, and in accordance with industry standards and in accordance with the Proposal. WM is responsible for furnishing, at its expense, all personnel, equipment, trucks, vehicles and materials to perform its obligations under this Agreement. WM shall ensure that all Facilities are maintained and operated in accordance with all applicable federal, state and local laws and regulations in sufficient capacity to receive and dispose of the Recyclables, and will ensure that effective odor control measures are utilized. All costs for the maintenance and operation of the Facility, and all equipment and vehicles used in the performance of this Agreement must be borne by WM.
- 11. WM agrees to receive at the Drop-off Facility the Recyclables during the hours and days in the Proposal. No changes are permitted except with mutual agreement of the Public Service Director.
- 12. If WM is unable to accept Recyclables at the Drop off Facility, WM shall accept and dispose of Recyclables at another licensed site, provided such alternate site is within the Detroit Metropolitan Area, approved by the Director of Public Service and will be at no extra cost to the City, and during the same hours as in the Proposal unless waived by the Director of Public Service.
- 13. WM will protect the confidentiality of any materials that are included in the Recyclables containing data, codes, private financial information, and will ensure that its employees and agents do not use, disclose, appropriate, confiscate or access any data, account numbers, drives, sources, or codes that may appear on any materials contained within the Recyclables, and WM will ensure that its methods and procedures for disposal result in complete scrapping and disposal of the Recyclables.
- 14. WM will provide to the City written documentation to verify the handling and disposal of the Recyclables, and will provide the City with a copy of any Facility's registration or permit from the State of Michigan, if applicable.
- 15. In the event of a conflict between a term of this Agreement and a term of the Proposal, the term of this Agreement will take precedence.

SECTION 3

COMPENSATION

The City will pay to WM the rates set forth in the Pricing and Composition Table, attached as Exhibit A and Exhibit B, which are incorporated by reference into this Agreement, provided however, the pricing will be reviewed prior to any renewal term and subject to mutual agreement. Except as stated above, the pricing and composition values shall supersede the Pricing Detail in the Proposal.

The City shall receive a credit on the price per ton based upon a value share of 80 % of the aggregated commodity value (offset by actual cost to filter residue). (price per ton is included in exhibit B). The value share shall be computed according to the unit price, compositions, commodity value established in Table in Exhibit A, until the Detroit Facility is open. Upon use of the Detroit Facility, within 120 calendar days, WM will conduct a composition makeup audit to determine the composition of the materials. WM will provide the City with a copy of the testing, and 30 day notice of any change in the composition. Upon the new composition taking effect, such composition shall remain unchanged until the following December 31. The composition makeup shall be tested annually, during the first quarter of every year, thereafter, and notice of any change, along with testing shall be provided to the City at least 30 days prior to the new composition taking effect, and such composition shall remain unchanged until the following December 31, except as provided in this paragraph below. Notwithstanding anything else to the contrary, the value share will be reevaluated monthly, prior to and after the opening of the Detroit Facility, and may fluctuate monthly based upon market conditions specific to the industry, and subject commodity.

A contamination assessment will be performed within 10 days of this Agreement to determine the percentage to be used as threshold for purposes of computing a contamination fee provided in the Proposal based upon the Residue percentage from the then-current recyclables at the Drop-off Facility. The contamination percentage shall be measured on each individual load delivered each day; the rate shall apply to excessive contamination over the threshold percentage of all Recyclables delivered per load. It shall not be cumulative or carried over to other deliveries.

WM will share the results of any evaluation or audit, and will meet to discuss the data from its subscription to access the applicable unit prices in the value share table.

Notwithstanding anything to the contrary, WM will compute glass and trash at actual cost, and will not mark-up the cost when computing the composition.

2. Invoices will be issued monthly within 15 days of the end of each month for the previous month's deliveries. Each invoice will be accompanied with a statement showing the total weight of Recyclables delivered the previously monthly period, and the corresponding computation of the Fee, weight tickets and any other supporting

documentation that may be reasonably requested to verify the amount.

Invoices will be mailed or sent by e-mail to the following:

City of Warren
Attn: Kevin Kitka
Sanitation Superintendent
25601 Flanders
Warren, Michigan 48089
kkitka@cityofwarren.org
(586) 775-1402

City of Warren – Purchasing Division Attn: Michelle Patterson Account Technician One City Square, Suite 425 Warren, Michigan 48093 mpatterson@cityofwarren.org (586) 574-4639

The City will pay invoices within 45 days of receipt. If any charge is questions, the Sanitation Supervisor or Public Service Director may provide notice of objection within 10 days by e-mail to a Contact listed in Section 8. If the City contests any part of the charges, it shall notify WM within a reasonable time and state its reasons, and may withhold that amount from the payment until reconciliation with WM. The uncontested amount shall be paid in a timely manner.

SECTION 4

TERM AND EXCLUSIVITY

- 1. This Agreement will be in effect for an initial term of four years from September 1, 2024, and will expire on August 31, 2028. The Agreement may be renewed for up to three two-year terms, upon mutual agreement of the parties, and approval of the City's local governing body. Either party wishing to renew shall provide the other party with at least 60 days' notice prior to the expiration of the initial term or renewal. The renewal may be for any combination of years provided the total contract term does not exceed ten years. The renewals shall be on the same terms of this Agreement.
- 2. It is understood that the City will utilize the services of WM residential recycling on an exclusive basis, absent unusual circumstances where WM is unable to provide reliable, consistent or proper services. An unusual circumstance may include, without limitation: force majeure conditions; threat to the public health safety or welfare; or the unavailability of a facility within the Detroit Metropolitan Area. In such case, the City may temporarily procure the services of another contractor for the period of such unusual circumstance, or reasonable time thereafter.

SECTION 5

COMPLIANCE WITH LAWS

1. WM will perform all work and conduct its activities under this Agreement in full compliance with all applicable laws, rules and regulations, including those laws, regulations and rules governing the inspection and licensing of equipment used in the performance of this Agreement.

- 2. WM agrees to obtain and maintain all licenses and permit approvals in connection with the activities and obligations under this Agreement. Any Facility will be licensed and permitted for the intended use, and kept in effect for the duration of this Agreement and any renewal term.
- 3. All personnel must be qualified, competent, and licensed to perform their respective work under the Agreement. WM will cause its employees and agents to comply, during the term of the Agreement, with all laws, rules and regulations applicable to their performance under this Agreement.
- 4. WM must obtain and pay all fees for licenses, permits and disposal charges.
- 5. All trucks, scales, and other equipment used in the performance of this Agreement must be inspected, certified and maintained in accordance with all applicable laws, rules and regulations.
- 6. WM, its contractors, laborers, and agents shall comply with all applicable state and federal laws, regulations, codes and ordinances and their amendments in the performance of any activity in connection with this Agreement. Such laws include, without limitation, the Michigan Department of Environmental Quality, and the Michigan Natural Resources and Environmental Protection Act (NREPA), Public Act 451 of 1994, MCLA 324.101, et seq. (specifically Part 115) and Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), and the Occupational Safety and Health Administration (OHSA), and all other federal, state or local laws, ordinances, and all regulations promulgated under them. In addition, WM shall ensure that all equipment and vehicles used in performance of this Agreement shall be maintained and operated in compliance with the Motor Carrier Safety Act, Michigan Vehicle Code, and Uniform Traffic Code.
- 7. WM will store, process and remove, load, haul, transport and unload all Recyclables in a manner which does not create odor or litter in violation of any applicable laws, regulations, and permits. WM will make sure the solid waste spilled during the transportation or processing of Recyclables is picked up and disposed of. WM will be responsible for the transportation and disposal of all residue material.
- 8. WM will provide all labor personnel, materials, vehicles, equipment and insurance required to accept, unload, sort, process for market, market and dispose of all material residue in accordance with the conditions of the Contract Documents.

SECTION 6

SUBCONTRACTING AND ASSIGNMENT

- 1. WM agrees to obtain a written agreement with the operator of the Drop-off Facility and Interim Facility that acknowledges the commitment to accept and process the Recyclables to be delivered according to this Agreement and to provide verification of such processing and disposal of the Recyclables according to this Agreement.
- 2. The Drop-off Facility and Interim Facility and any alternate will be subcontractors of WM, and WM is responsible for their performance of WM's obligations under this Agreement. No such subcontract will relieve WM of its obligations under this Agreement. WM will provide written verification of such services, upon reasonable requires of the Public Service Director.
- 3. Limitation on Subcontracting and Assignment. The Contractor shall not otherwise assign or sublet the whole or part of this Agreement without the prior written consent of the City. The City may in its sole discretion reject any such assignment of subcontracts. Services subcontracted under this Agreement shall be specified by written agreement and subject to provisions of this Contract. Any assignment will require execution of an assignment and assumption by WM and the assignee and the City.
- 4. **Proof of Payment**. The Contractor agrees to submit proof of payment of all subcontractors within thirty (30) days of payment, upon request of the City.
- 5. **Status of Subcontract**. Any subcontract shall not relieve the Contractor from its obligations under this Agreement. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. The Contractor agrees to indemnify and hold the City harmless from any claims initiated by reason of any subcontract and the performance of or failure to perform the subcontract.
- 6. **Non-Encumbrance**. The Contractor shall not assign or encumber directly or indirectly, any interest whatsoever in this contract, and shall not transfer any interest in the contract without the prior written consent of the City. Any consent given for any single instance shall not relieve the Contractor of its obligation to obtain prior written consent of the City to any further assignment.

SECTION 7

INSURANCE AND INDEMNIFICATION

1. WM and its subcontractors performing services under this Agreement shall also procure and keep in effect, insurance certificates evidencing coverage in the limits and types set forth below. The certificates of insurance shall name as an additional insured the City of Warren, City of Warren Downtown Development Authority, and the 37th District Court, and their elected and appointed officers, and employees and

volunteers as individuals acting within the scope of their authority.

COMMERCIAL GENERAL LIABILITY:

The following coverages are part of the General Liability policy:

Policy should be on an OCCURANCE BASIS WITH COMBINED SINGLE LIMITS.

| General Aggregate | \$2,0 | 000,000 |
|---|-------|---------|
| Products/Completed Operations Aggregate | \$1,0 | 000,000 |
| Personal & Advertising Injury | \$1,0 | 000,000 |
| Each Occurrence | \$1,0 | 000,000 |
| Fire Damage-Any one fire | \$ | 50,000 |
| Medical Expense-Any one person | \$ | 5,000 |

Per project aggregate limit

Independent contractor's coverage

Broad form property damage

Blanket contractual liability coverage

<u>AUTOMOBILE LIABILITY</u>: Automobile liability insurance coverage shall be\$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

<u>WORKERS' COMPENSATION INSURANCE</u>: Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

<u>UMBRELLA LIABILITY POLICY</u>: Umbrella liability shall be \$2,000,000 and be "following form."

<u>POLLUTION LIABILITY INSURANCE FOR THE LANDFILL(S)</u>: Pollution liability in the amount of \$5,000,000 per occurrence for any Facility, and landfills and disposal facilities utilized in connection with the Agreement.

X, C AND U HAZARD POLICY with a \$2,000,000 limit on an occurrence binder.

OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE POLLUTION LIABILITY in a form and amount acceptable to the City's Insurance Manager.

WM shall ensure that any company transporting City Recyclables carries and keeps in effect Trucker's Pollution Liability Insurance and shall include the Additional Insured endorsement as required above.

Insurance certificates shall contain a waiver of subrogation, and be primary and non-

contributory. Insurance shall include a provision to the effect that the insurance company SHALL NOTIFY the City at least 30 days prior to CANCELLATION OR **MATERIAL CHANGE** of the insurance.

- 2. Indemnification. In addition to the requirements in the Proposal, WM, for itself, its officers, members, employees, contractors, parent, subsidiary or affiliated entities, and agents, agrees to indemnify and hold harmless the City and its officers, employees, agents, boards and commissions from and against any liabilities, actions, suits, damages, penalties, claims, costs, losses, and expenses, including without limitation, attorney fees and expenses, for any personal injury, death or property damage arising out of or related to the performance of this Agreement. This indemnification obligation includes, without limitation, the following:
 - a. any negligent or tortuous act, error or omission of WM, or any of its employees, consultants, or subcontractors, agents or associated, affiliated or subsidiary entities and their officers, agents and employees (collectively referred to as "Associates") for whose acts any of them might be liable. This shall also apply if the injury, loss or property damage was incurred by an employee of the City;
 - b. any failure by the WM, or any of its Associates to perform its obligations either implied (industry standards) or expressed under this Agreement;
 - c. any violation of any federal, state or local statue, regulation, ordinance, permit or license, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), regarding the processing, transporting or disposal of the product pursuant to this Agreement by WM, or any other violation of an environmental law or regulation applicable to any lease, service of activity contemplated under this Agreement; and
 - d. enforcement or violation of Part 115 of the Michigan Natural Resources and Environmental Protection Act, Public Act 451 of 1994, MCLA 324.101. et seq., arising from or relating to WM's performance of this Agreement.
- 3. WM will also indemnify, defend and hold harmless the City of Warren, its officers, employees, board and commissions from and for any employment, worker's compensation, pension, insurance or other right or claim that may arise from any employment or contract for hire relationship that my be brought by any of WM's employees, contractors or any other person performing services or fulfilling WM's obligations under this Agreement.
- 4. WM shall promptly pay all personnel, laborers, subcontractors, suppliers, or vendors for any materials, services, labor or equipment which WM procures or engages for purposes of this Agreement. WM shall protect, hold harmless and indemnify the City of Warren, its officers, employees, boards and commissions from any encumbrances. claim or lien of any nature that may be brought by a laborer, employee, supplier,

or vendor that may arise from or relate to the payment, failure to make payment or any obligation of WM for services, property or goods under this Contract. It is agreed that the City may draw upon the performance bond or letter or credit in the event of any breach of this provision that is not remedied by the WM.

- 5. WM undertakes and assumes all risk of dangerous activities and conditions, in connection with its activities under this Agreement and on all places where it will be performing services or conducting its activities.
- 6. In the event any action or proceeding shall be brought against the City by reason of any claim covered under this Agreement, WM upon notice from the City, will at the WM's sole cost and expense, have the duty to defend the same; provided, however, the City shall also have the right to appoint another attorney to appear in any such litigation as co-counsel, at the City's expense.
- 7. WM agrees that it is WM's responsibility and not the City's responsibility to safeguard the property and materials that WM or its laborers, suppliers or contractors use or possess. Further, WM agrees to hold the City harmless for any loss or damage to such property and materials, except to the extent caused by the City's gross negligence. In addition, WM will take necessary precautions to prevent damage, injury or loss to adjacent properties, including all structures, fences, utilities, streets, driveways, trees and sod, and will at its own expense, repair, replace or correct any loss or damage to property caused by WM, its laborers, suppliers or contractors, including any damage from motor vehicles involved in the transport of any substance or materials in connection with this Agreement.
- 8. WM agrees to hold the City harmless from the payment of any of WM's deductibles on any insurance policy arising from the activities provided for in this Agreement.
- 9. WM agrees to indemnify the City for or from any fee, penalty, infraction or judgment that may be imposed or threatened against the City for any violation of law or regulation committed by WM, or one of its haulers, subcontractors, Facility, Interim Facility or Drop off Facility or any contractor, employee or activity performing services under this Agreement.
- 10. "Subcontractor" as used in this section shall include the Drop-off Facility, Interim Facility, or any alternative facility or any hauler or transporter, accepting, processing, disposing or hauling or transporting the City's Recyclables under this Agreement.
- 11. The indemnification obligations under this Agreement shall survive the termination or expiration of this Agreement.

SECTION 8

NOTICES

1. Any termination notice or notice of a legal nature shall be given in writing by either certified or registered mail to the contact for the recipient party specified below. All other notices may be given by first-class mail, at the respective addresses of the parties as set forth below or as may be changed by either party upon written notice of the address change. Notice by mail shall be deemed given on the date of mailing, postage prepaid to the other party, addressed as follows:

The City:
Director of Public Service
Attn: David Muzzerelli
One City Square
Warren, MI 48093
dmuzzerelli@cityofwarren.org

Waste Management of Michigan, Inc. Adrian Balyeat 41100 Plymouth Rd. Plymouth, MI 48170 Abalyea1@wm.com

with a copy to:
Purchasing Division
Attn: Michelle Patterson
One City Square, Suite 425
Warren, Michigan 48093
(584) 574-4639

with a copy to: City Attorney's Office One City Square, Suite 400 Warren, Michigan 48093 (586) 574-4671

Notices of an administrative nature, such as changes in hours, scheduling, instructions, transport or confirming delivery or change of designee may be sent by electronic mail at the e-mail addresses listed below.

Kevin Kitka Sanitation Superintendent kkika@cityofwarren.org Tracy Devine
Tdevine1@wm.com

SECTION 9

MISCELLANEOUS

1. WM warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict with its obligations under this Agreement. WM covenants that no person having such interest shall be employed to perform services under this Agreement.

- 2. WM covenants that no officer, member or employee of the City or any other public official who exercises any functions or responsibilities in the review or approval of the performance of this Agreement has any personal or financial interest, directly or indirectly, in this Agreement or in the proceeds thereof.
- 3. The relationship between the Parties shall be limited to performance of this Agreement solely in accordance with its terms. No party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party, and nothing in this Agreement shall be deemed to constitute any party or partner, agent, joint venture, or legal representative of the other parties or to create any fiduciary relationship. The relationship of the WM to the City shall continue to be that of an independent contractor, and no liability or benefits, such as workers compensation, pension rights, or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to any party or any party's agent or employee as a result of the performance of this contract.
- 4. This Agreement shall be governed by the laws of the State of Michigan. Any action in law or equity brought by either party shall be brought in a court of competent jurisdiction located in and whose jurisdiction includes the County of Macomb, State of Michigan.
- 5. The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the remainder of the Agreement. Any failure of either party to enforce a provision of this Agreement shall not be deemed to constitute a waiver of such provision. No waiver of any breach of any right, term or condition of the Agreement shall waive the right to enforce subsequent breaches of the Agreement.
- 6. This Agreement, including the attachments and documents referred to in this document encompass the entire understanding between the parties with respect to the subject matter of this Agreement, and shall not be modified, changed or altered except in writing with the approval of the City's governing body. This Agreement is supplemental to, and does not modify, alter, amend or change any of the terms or conditions of the Waste Agreements.
- 7. This Agreement may not be assigned or transferred without the express approval of the City's governing body. This Agreement may not be amended or modified except by a written instrument executed by the parties to this Agreement.
- 8. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their successor and assigns.
- 9. Contractual Relationship Only. The relationship between the Parties shall be limited to performance of this Agreement solely in accordance with its terms. No party shall have any responsibility whatsoever with respect to services provided or

contractual obligations assumed by the other party, and nothing in this contract shall be deemed to constitute any party or partner, agent, joint venture, or legal representative of the other parties or to create any fiduciary relationship. The relationship of the WM to the City shall continue to be that of an independent contractor, and no liability or benefits, such as workers compensation, pension rights, or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to any party or any party's agent or employee as a result of the performance of this contract.

- 10. **Non-Discrimination Clause**. WM agrees that it will not discriminate against employees or applicants for employment at the Transfer Station with respect to hiring, tenure, term, conditions, or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap contrary to law. WM will comply with the TITLE IV covenants, attached to this agreement as Exhibit B.
- 11. **Severability and Waiver**. The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the remainder of the Agreement. Any failure of either party to enforce a provision of this Agreement shall not be deemed to constitute a waiver of such provision. No waiver of any breach of any right, term or condition of the Agreement shall waive the right to enforce subsequent breaches of the Agreement.
- 12. **Entire Agreement**. This Agreement, including the attachments and documents referred to in this document encompass the entire understanding between the parties and shall not be modified, changed or altered except in writing with the approval of the City's governing body.
- 13. **Headings**. The headings of this Agreement are for convenience only and shall not be used to construe, limit or interpret any of the terms of this Agreement.

SECTION 10

TERMINATION AND FORCE MAJEURE

1. **Default and Termination**. Either party may terminate this Agreement for cause, in part of in whole, based upon the failure of the other party to perform its material obligations under this Agreement.

Material breach may include, without limitation, the failure to reliably perform recyclable services, suspension of legal permits or licenses, WM's: filing of bankruptcy or reorganization or notice of dissolution; unapproved transfer or assignment; unanticipated or unreasonable cost increases due to unavailability of a facility, Drop-off Facility, Facility or Interim Facility; In such case of any breach, and after notice of a breach until remediation of the breach, the City may temporarily procure the services of another contractor. A party wishing to terminate this Agreement will provide the other

party with 30 days' advance written notice which shall describe the alleged breach and what must transpire to cure the breach. If the recipient does not cure the breach, the Agreement may be terminated upon written notice. The breaching party may be held responsible for all costs incurred by the non-breaching party to cure the breach, plus reasonable attorney fees incurred to collect the costs of such corrective action. The Director reserves the right to stop work for any breach. In the event of termination, the City may let the agreement to another contractor, and to seek costs from WM resulting from termination of this Agreement and reletting to another contractor. Both parties reserve their respective rights to seek legal or equitable remedies, including specific performance of this Agreement.

2. **Force Majeure**. Force Majeure causes, as used in this Agreement will mean any act, omission or circumstance occasioned by or resulting from any acts of God, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, tornadoes, volcanoes, fires, disasters, civil disturbances, explosions, sabotage, or labor strikes which prevent a party from performing its obligation hereunder. Force Majeure cause shall not include market conditions that affect the performance of services or a party's financial inability to perform. The occurrence of a Force Majeure cause shall not relieve a party of its obligations and liability to the extent such party fails to use due diligence and its best efforts to remove the cause and remedy or mitigate the effects of the Force Majeure cause. No Force Majeure cause will relieve a party of its obligations or liability unless such party shall give notice of such Force Majeure Event to the other party within 3 business days of the party's knowledge of the occurrence.

OUTY OF WARDEN BROWN AND

| WITNESSED BY: | CITT OF WARREN, MICHIGAN. | | |
|---------------|------------------------------------|--|--|
| | By: Lori M. Stone Its: Mayor | | |
| | By: | | |
| | Sonja Buffa | | |
| | Its: City Clerk | | |
| WITNESSED BY: | WASTE MANAGEMENT OF MICHIGAN, INC: | | |
| | By: | | |
| | Its: | | |

WITHECCED DV.

CORPORATE ACKNOWLEDGMENT

| I FURTHER CERTIFY THAT the following persons are the officers or members of Waste management of Michigan, Inc. holding the indicated office or position: |
|--|
| |
| I FURTHER CERTIFY THAT any of the aforementioned officers are authorized to execute or guarantee and commit Waste Management of Michigan, Inc. to the conditions, obligations, stipulations, and under-takings contained in the foregoing Agreement and that all necessary company approvals have been obtained in relationship thereto. |
| IN WITNESS WHEREOF, I have set my hand this day of, 2024. |
| By:Print Name: Title: Secretary |

ID 10749

Exhibit A

1. VALUE SHARE

The value of the Recyclables meeting the Specifications shall be eighty percent (80%) of Company's Blended Value per ton for each commodity contained in the Single Stream.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Recyclables.

(a) The percentage of each Recyclable and Non-Recyclable component set forth below contained in the Customer's recyclables as established and revised as identified by audit, is multiplied by the current value of each commodity set forth below; and (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative. Blended Value is calculated monthly.

- "PPW" means the higher of the prices issued by Fastmarkets RISI PPI Pulp & Paper Week for the Midwest Region, domestic price. 1st issue of the month retroactive to the first of the month.
- "SMP" means the average price published at www.SecondaryMaterialsPricing.com for the Chicago Region, first dated price each month, retroactive to the first of the month.
- If PPW or SMP (or both) is no longer reflective of prevailing market conditions or if an alternative publication more accurately reflects such market conditions, then Contractor may substitute such alternative publication(s) or alternate method to determine the value of each commodity set forth below.
- . "Actual Value" means the average price paid to or charged to the processing facility during the month of delivery of the recyclables less any freight, customs charges, duties, or other charges paid to third parties for the sale of such Recyclables.
- "Transportation and Disposal" means the charge for transporting and disposal of such contamination from the processing facility per ton in the month of delivery to the disposal facility.

Material Component

Cardboard All other paper

Aluminum / beverage cans

Steel/Tin

Plastic #1

Plastic #2 Natural Plastic #2 Colored

Plastic #5

Glass

Contamination

Commodity Value

PPW OCC #11

PPW Mixed Paper #54

SMP for Aluminum Cans (Sorted, Baled, ¢/lb, picked up)

SMP for Steel Cans (Sorted, Baled, \$/ton, picked up)

SMP for PET (baled, ¢/lb. picked up)

SMP for Natural HDPE (baled, ¢/lb. picked up)

SMP for Colored HDPE (baled, ¢/lb. picked up)

SMP for Polypropylene (#5, Baied, ¢/lb. picked up)

Actual Value

Transportation and Disposal

3. CHARGES

- (a) Customer shall pay a processing fee for each ton of delivered Recyclables ("Processing Fee"). The initial Processing Fee is
- (b) In the event the Recyclable Materials contain more than the allowable Non-Recyclables as set forth in this Agreement, an Excess Contamination Fee will be charged to Customer by Company for the percentage of Non-Recyclables exceeding the allowable amount ("Excess Contamination Fee"). The initial Excess Contamination fee is \$150.00 per ton.

Initial Composition and Blended Value Example

| | | | | ! | | Share | | 80% |
|------------------|-------------|----------------|-------|-----------|----------|----------------------|----|-------------------------|
| Materials | Composition | Unit Reference | υ | nit Price | | mmodity ded Value | | ue Share to Customer |
| UBC | 0.20% | SMP Index Avg | \$ | 1,550.00 | \$ | 3,10 | | |
| STEEL CANS | 2.50% | SMP Index Avg | \$ | 195.00 | \$ | 4.88 | | |
| #1 PET | 4.10% | SMP Index Avg | \$ | 355.00 | \$ | 14.56 | | |
| #2 Natural Hdpe | 1.00% | SMP Index Avg | \$ | 750.00 | \$ | 7.50 | | |
| #2 Color Hdpe | 1.00% | SMP Index Avg | \$ | 450.00 | \$ | 4.50 | | |
| #5 Polypropylene | 0.60% | SMP Index Avg | \$ | 150.00 | \$ | 0,90 | | |
| Mixed Paper | 43.50% | PPI Index High | \$ | 85.00 | \$ | 36.98 | | |
| OCC (Cardboard) | 14.30% | PPI Index High | \$ | 120.00 | \$ | 17,16 | | |
| Mixed Glass | 13.20% | Actual Price | \$ | (28,72) | \$ | (3.79) | | |
| | | · СОММОВ! | TYVAI | UE SHARE | \$ | 85.77 | \$ | 68.62 |
| REŞIDUE | 19.60% | Actual Cost | \$ | (50,95) | \$ | (9.99) | | |
| | 100.00% | | | Value Net | of Resid | lue (per ton): | \$ | 68.63 |
| | | | | | To | ns Received | | 614.67 |
| | | | | | | Total Credit | \$ | 36,034.06 |
| | | | | | | Process Fee | \$ | (128.00 |
| | | | | 12 | Proce | s Fee Total | \$ | (78,664.96 |
| | | | | Ne | t (Char | ge\ / Rebate | * | (42,630,90 |

Net (Charge) / Rebate \$ Per Ton \$ (69.37)

EXHIBIT B: PRICING AND COMPOSITION TABLES

| | TABLE 1: PRICE PER TON, CHARGED TO CITY OF WARREN. POR ACCEPTING CITY OF WARREN RECYCLABLES | | | | | |
|---------------|--|--------|--|--|--|--|
| CONTRACT YEAR | CONTRACT YEAR PRICE PER TON | | | | | |
| YEAR I | \$ | 128.00 | | | | |
| YEAR 2 | \$ | 132.50 | | | | |
| YEAR 3 | \$ | 104.00 | | | | |
| YEAR 4 | \$ | 108.25 | | | | |
| YEAR 5 | \$ | 112.75 | | | | |
| YEAR 6 | \$ | 117.25 | | | | |
| YEAR 7 | \$ | 122.00 | | | | |
| YEAR 8 | \$ | 127.00 | | | | |
| YEAR 9 | \$ | 132,25 | | | | |
| YEAR 10 | \$ | 137.75 | | | | |

| fable 2: | | | | | |
|----------------------|-----------------|-----------------|------------------------|----------------------------|-----------------|
| MATERIALS | COMPOSITION (%) | | UNIT PRICE | COMMODITY BLENDED VALUE | 80% VALUE SHARE |
| UBC | 0.20% | SMP Index Avg. | \$1,550.00 | \$3.10 | |
| STEEL CANS | 2.50% | SMP Index Avg. | \$195.00 | \$4.88 | |
| #1 PET | 4.10% | SMP Index Avg. | \$355.00 | \$14.56 | |
| #2 Natural Hope | 1.00% | \$MP Index Avg. | \$750.00 | \$7.50 | |
| #2 Color Hdpe | 1.00% | SMP Index Avg, | \$450.00 | \$4.50 | |
| #5 Polyporoylene | 0.60% | SMP Index Avg. | \$150.00 | \$0.90 | |
| Mixed Paper | 43.50% | PPI Index High | \$85.00 | \$36.98 | L |
| occ | 14.30% | PPI Index High | \$120.00 | \$17.16 | |
| Mixed Glass | 13.20% | Actual Price | -\$28.72 | (\$3.79) | |
| MATERIAL VALUE SHARE | | | CONTRACTOR MANAGEMENTS | \$85.77 | \$68.62 |
| RESIDUE | 19.60% | Actual Cost | -\$50.95 | (\$9.99) | |

The price per for shown on Table 1 will be held firm for years 1-4.

Composition numbers will change once the Clty starts dropping off at the Detroil facility and a new audit has been completed (within 120 days from the City dropping off to the Detroil facility).

The Unit Pricing will change monthly based on market values. Thus, the calculation below will fluctuate on a monthly basis.

The calculations shown below is an example. Actual numbers will vary based on monthly lons delivered to WM and the Change in monthly unit price figures.

| Sample Calculation - Monthly to | r Year One | FIGURES ARE TAKEN FROM TABLES ABOVE |
|---------------------------------------|---------------|---|
| Value Net of Residue (per fon): | \$58.63 | Table 2: Take 80% Value Share and Subtract Material Value Share Residue - \$68.62-\$9.99 = \$58.63. |
| Tons Delivered to WM: | 500 | This is the estimated number of tons delivered to WM during the month. |
| Total Credil/Rebate: | \$29,316.48 | Multiply $$58.63 \times 500 = $29,316.48$. This is the credit that will be applied to corresponding month's invoice. |
| Process Fee per ton: | (\$128.00) | Table 1: Price Per Ton being charged to the City. |
| Process Fee Tolat: | (\$64,000.00) | Price Per Ton x Number of tons delivered during the month is cost to City w/o credit - \$128 * 500 - \$64,000. |
| Process Fee Total Less Credit/Rebate: | (\$34,683.52) | Total Amount Owed to WM for the month - Process Fee Total less Credit \$64,000 - \$29.316.48 = \$34,683.52 |
| Net Price Per Ton: | [\$69.37] | The Total Price Per Ton the City is paying WM after Rebates |

Exhibit C

RECYCLABLE MATERIALS must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

| Aluminum cans | Newspaper |
|---|--|
| PET bottles with the symbol #1 - with screw tops only | Mail |
| HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.) | Uncoated paperboard (ex. cereal boxes; food and snack boxes) |
| PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles) | Uncoated printing, writing and office paper |
| Steel and tin cans | Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes) |
| Glass food and beverage containers - any color | Magazines, glossy inserts and pamphlets |

NON-RECYCLABLES include, but are not limited to the following:

| Plastic bags and bagged materials (even if containing Recyclables) | Microwavable trays |
|--|--|
| Porcelain and ceramics | Mirrors, window or auto glass |
| Light bulbs | Coated cardboard |
| Soiled paper, including paper plates and cups | Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils |
| Expanded polystyrene | Coat hangers |
| Glass and metal cookware/bakeware | Household appliances and electronics |
| Hoses, cords, wires | Yard waste, construction debris, and wood |
| Flexible plastic or film packaging and multi-laminated materials | Needles, syringes, IV bags or other medical supplies |
| Food waste and liquids, containers containing such items | Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.) |
| Excluded Materials or containers which contained Excluded Materials | Napkins, paper towels, tissue, paper plates, and paper cups |
| Any Recyclables less than 4" in size in any dimension | Propane tanks, fuel cannisters |
| Batteries | |

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials.

RESOLUTION

Document No: RFP-W-1115

Product or Service: Receiving and Recycling of the City of Warren's Recyclables
Requesting Department: Various

| At a Regular Meeting of the City Council of the City of Warren, County of |
|--|
| Macomb, Michigan, held on, 2024 at 7 p.m. Local Time, in the |
| Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, |
| Michigan. |
| PRESENT: Councilmembers: |
| |
| ABSENT: Councilmembers: |
| The following preamble and resolution were offered by Councilmember |
| and supported by Councilmember |
| |

The Purchasing Division sought a qualified company to Receive and Recycle the City of Warren's Recyclables.

On July 10, 2024, electronic Request For Proposals (RFP) were publicly opened for RFP-W-1115 to Receive and Recycle the City of Warren's Recyclables. RFP's were solicited through BidNet® (MITN). Twenty-Six (26) companies viewed some or all of the proposal documents, including Republic Services, Recycle Waste Services, GFL Environmental USA, Inc., Priority Waste, and Waste Management of Michigan, Inc. One (1) company (Waste Management of Michigan, Inc.) responded with a proposal.

The review panel thoroughly reviewed the proposal to reflect the review panel's consensus judgment of the depth, breadth, and scope, along with the ability to meet the primary needs of the City. Based on the information received, the Review Panel made the decision to conduct an interview with Waste Management of Michigan, Inc.

After in depth discussions, the review panel unanimously agreed that the proposal submitted by Waste Management of Michigan, Inc. met the City's vision for receiving and recycling the City of Warren's recyclables.

THEREFORE, IT IS RESOLVED, that <u>Waste Management of Michigan. Inc.</u>, <u>41100 Plymouth Road, Plymouth, MI 48170</u> is awarded a contract for receiving and recycling the City of Warren's recyclables for a four-year period with options to extend for three additional 2-year periods, per the terms of the contract is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that the agreement shall commence on September 1, 2024.

Funds are available in the following Account: 226-9226-80115.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

X Proposal Documents

X Contract

X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

| AYES: | Councilmembers: | | |
|-------|-----------------------------|-------------|---------|
| | | | |
| NAYS: | Councilmembers: | | |
| RESOL | UTION DECLARED ADOPTED this | day of | , 2024. |
| | | Mindy Moore | |

Secretary of the Council

CERTIFICATION

| STATE OF MICHIGAN)) SS. |
|--|
| COUNTY OF MACOMB) |
| I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, |
| Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution |
| adopted by the Council of the City of Warren at its meeting held on |
| , 2024. |
| |
| Sonja Buffa |
| City Clerk |



ONE CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 PHONE (586) 574-4600 FAX (586) 574-4614 www.cityofwarren.org

DATE:

AUGUST 19, 2024

TO:

MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

FROM:

RFP-W-1214 REVIEW PANEL

SUBJECT:

REVIEW PANEL RECOMMENDATION TO AWARD RFP-W-1214: HEALTH INSURANCE

AND DENTAL INSURANCE AGENT SERVICES

The RFP-W-1214 review panel recommends that a contract to provide Health Insurance Agent and Dental Insurance Agent Services for the City of Warren a five (5) year period with an option to extend for an additional three (3) year period followed by an option to extend for a two (2) year period through mutual consent of both parties and authorization of City Council, be awarded to TMR & Associates, Inc. (TMR), 601 Abbott Street, Detroit, MI 48226.

On June 26, 2024 at 1:00 PM electronic proposals for ITB-W-1214; to Furnish Health Insurance and Dental Insurance Agent Services were publicly opened. Bids were solicited through BidNet® (MITN) with three (3) vendors responding with a bid to furnish both health insurance and dental insurance services.

They were:

- Accretive Global Insurance Services, LLC. dba Manauen Vance
- Gallagher Benefit Service
- TMR & Associates, Inc.

All three proposals state an annual fee for providing both health and dental services, and all three committed to "off-setting" the full amount of commissions received from the providers. See attached tabulation sheet.

Manquen Vance furnished a competitive proposal, but the potential cost savings when compared to that of TMR was not enough for the review panel to make a recommendation to them. Manquen would charge additionally for ACA Reporting & Mailing of 1095's each year. In addition, when reviewing references, the City discovered an unfavorable response to Manquen, which the City's Human Resources Director can elaborate on, if needed.

Gallagher's provided for ACA Reporting & Mailing of 1095's, which would result in a cost-savings to the City, but their extremely high rates resulted in the review panel not making a recommendation to their firm.

The RFP Review Panel is unanimously recommending award to TMR to furnish health and dental agent services for the City.

TMR is proposing an annual fee of \$110,000.00, less:

- Any commissions received from Blue Cross from the stop-loss premium. Currently estimated at \$26,400.00 annually;
- Any commissions received from Blue Care Network. Currently estimated at \$31,200.00 annually;

• Any commissions received from Delta Dental. Currently estimated at \$48,000.00 annually.

In addition, TMR is providing the following at no cost to the City:

- ACA Reporting & Mailing of 1095's estimated at \$7,602.00 annually;
- TMR has managed to arrange for Aflac to pay the cost of the City's Flexible Spending Administration (FSA) fees amounting to an estimated at \$18,000.00 annually;

Over the length of a ten-year agreement, this cost savings would amount to an estimated \$256,020.00.

TMR has been the City's health and dental insurance agent for many years, and during that time, they have provided the City with excellent, high quality service, providing leadership and guidance throughout.

Approval of a contract with TMR will insure that the City continues to enjoy the same high level of service that it has become accustomed to, and that it simultaneously enjoys a very substantial reduction in costs associated with services provided by TMR during the term of this contract.

If approved by your honorable body, the agreement will commence retro-actively on July 1, 2024 for a term of five years with options to extend for a three year term followed by a two year term, at the same terms and conditions.

The attached contract and resolution are approved as to form by the Assistant City Attorney, Laura Sullivan (see attached).

Respectfully Submitted,

Craig Treppa Purchasing Agent

REVIEW PANEL MEMBERS:

Richard Fox, City Controller
Melody Magee, City Councilwoman
Laura Sullivan, Assistant City Attorney
Jacqueline Damron, Acting HR Director
Marilyn Warren, Benefits Administrator
Craig Treppa, Purchasing Agent

| Approved By: | Signature: | Date: |
|--------------------------|-------------|-----------|
| Budget Director | KISMI BAHRE | 8/20/2024 |
| Controll e r: | Frel 70 | 8/20/2024 |
| MAYOR: | Horm. AB | 8/20/2029 |

| | TMR & ASSOCIATES | MANQUEN | GALLAGHER |
|---|------------------|------------------|------------------|
| Annual Rate | | | |
| Years 1 through 5 | \$110,000.00 | \$90,000.00 | \$191,100.00 |
| Years 6 through 8 | \$110,000.00 | \$93,150.00 | \$175,827.00 |
| Years 9 through 10 | \$110,000.00 | \$96,410.25 | \$209,700.00 |
| Total Fee (10 Years): | \$1,100,000.00 | \$922,270.50 | \$1,902,381.00 |
| 1977) | ţ | \$7 602 M | (0,0) |
| EST. AT INCHICUSTON ACA REPORTING & MICHING OF 10733 (41). 1,207/ | 20,04 | 001000 | 20:24 |
| Total Estimated Fee (10 Years): | \$0.00 | \$76,020.00 | \$0.00 |
| Grand Total (10 Years): | \$1,100,000.00 | \$998,290.50 | \$1,902,381.00 |
| Less Annual Stop Loss Comm | (\$26,400.00) | (\$26,400.00) | [\$26,400.00] |
| Less Annual BCN Commissions | (\$31,200.00) | (\$31,200.00) | (\$31,200.00) |
| Less Annual Delta Dental Comm | (\$48,000.00) | (\$48,000.00) | (\$48,000.00) |
| Less 10% "at risk guarantee" - Ten Year Basis | | (\$92,227.05) | |
| Total "Projected" Off-Set (10 Years): | (\$1,056,000.00) | (\$1,148,227.05) | (\$1,056,000.00) |
| In addition, TMR is offering the following at no charge: | | | |
| FSA (TMR will provide at no cost) | \$0.00 | \$18,000.00 | \$18,000.00 |
| Total Estimated Fee (10 Years): | \$0.00 | \$180,000.00 | \$180,000.00 |
| total Net Cost (10 Years): | \$44,000.00 | \$30,063.45 | \$1,026,381.00 |



CITY ATTORNEY'S OFFICE ONE CITY SQUARE, SUITE 400 WARREN, MI 48093-5285 (586) 574-4671 FAX (586) 574-4530 www.cityofwarren.org

August 20, 2024

Mr. Craig Treppa Purchasing Agent City of Warren

Re:

TMR Associates, Inc. Agreement to Furnish Health and Dental Insurance Agent Services to the City of Warren

Dear Mr. Treppa:

Please find attached the above draft document, which I have reviewed and approve as to form. If you need any further information, please call 586-574-4671.

Respectfully submitted,

Laura Sullivan "

Assistant City Attorney

TMR & ASSOCIATES, INC. AGREEMENT TO FURNISH HEALTH AND DENTAL INSURANCE AGENT SERVICES TO THE CITY OF WARREN

This agreement between the City of Warren, located at One City Square, Warren, MI 48093 (City) and TMR & Associates, Inc., located at 601 Abbott Street, Detroit, Michigan 48226 (Vendor or Agent) (each a Party and collectively the Parties), made effective as of July 1, 2024, sets forth the terms and conditions under which Vendor will provide health and dental insurance agent services to the City (the Agreement)

Recitals

The City of Warren retains the services of an insurance agent (Services), in connection with the acquisition and maintenance of health and dental insurance for its employees and retirees (Health and Dental Insurance).

The City purchasing ordinance requires the City to periodically request proposals for Health and Dental Insurance agent Services.

The City desires to contract with a Health and Dental Insurance agent who can procure Health and Dental Insurance coverage in the most efficient, cost-effective manner possible, while continuing to provide the most comprehensive coverage available.

Agent is in the business of providing such Services.

On June 7, 2024, the City published RFP-W-1214 to seek proposals from insurance agents interested in providing Health and Dental Insurance agent services.

On June 20, 2024, Agent submitted a response to RFP-W- 1214, attached as Exhibit A.

The City, in reliance upon Agent's Response to RFP-W-1214, now desires to enter this Agreement with Agent for the Services.

For valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree to be bound by the terms of this Agreement as outlined in Exhibit A.

- 1. Incorporation by Reference. Exhibit A is incorporated by reference into this Agreement as though included verbatim.
- 2. Term. This Agreement shall be effective as of July 1, 2024, and continue for a period of five (5) years with an option to extend for an additional three (3) year period followed by an option to extend for an additional two (2) year period through mutual written consent of both Parties and with authorization of Warren City Council.
- 3. Scope of Services. Agent shall provide all Services set forth in Exhibit A.

- **4.** Fees. Health and Dental Insurance fees shall be paid in accordance with the terms set forth in Exhibit A and Appendix D to Exhibit A, Fees Spreadsheet.
- 5. Notice. All notices required shall be given in writing to the other Party by email or the United States Postal Service at the below addresses, or as designated hereafter in writing. Notice by mail shall be deemed given on the date of mailing, postage prepaid.

NOTICE FOR CITY:

Ms. Jackie Damron Acting HR Director City of Warren One City Square, Ste. 410 Warren, Michigan 48093 Phone: 586,574,4648

Fax: 586.574.0770

jdamron@cityof warren.org

NOTICE FOR TMR & ASSOCS., INC.:

Mr. Mark Mueller TMR & Associates, Inc. 601 Abbott Street Detroit, Michigan 48226

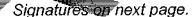
Phone: 313.963.1135

Tax: 313.963.6947

mueller@tmandassoc.com

- **6. Amendment.** Any change to this Agreement shall only be effective when stated in a writing signed by a duly authorized representative of each Party.
- 7. Law. This Agreement shall be governed by the laws of Michigan. Any action in law or equity, brought by either Farty, shall be brought in a court of law with proper jurisdiction, within Macomb County Michigan, and shall not be arbitrated.

IN WITNESS HEREOF, the City of Warren and TMR & Associates, Inc., by and through their duly authorized representatives, execute this Agreement to be effective as of July 1, 2024.





| WITNESS: | TMR & ASSOCIATES, INC.: |
|--|--|
| Print Name: | By: MARK MUELLER |
| STATE OF MICHIGAN)) SS | |
| COUNTY OF WAYNE) | |
| The foregoing instrument was ackr 2024 by MARK MUELLER, on bel | half of the TMR & ASSOCIATES |
| , Notary Put Wayne County, Michigan My commission expires: Acting in the County of Macomb | olic |
| WITNESS: | CITY OF WARREN: |
| Print Name: | BY EORI M. STONE Its: Mayor |
| Print Name: | By SONJA BUFFA Its: City Clerk |
| STATE OF MICHIGAN () | |
| COUNTY OF MACOMB | |
| | nowledged before me this day of , and SONJA BUFFA, City Clerk, on behalf of the Cit |
| , Notary Pub | olic |
| Macomb County, Michigan My commission expires: Acting in the County of Macomb | |

EXHIBIT A

Double click to view document.



Purchasing Division
Office of the Controller
One City Square, 4th Floor, Suite 425
Warren, Mi 48093-5289

Phone (586) 574-4675 FAX (586) 574-4614

RFP-W-1214

JUNE 7, 2024

ELECTRONIC PROPOSALS FOR A HEALTH INSURANCE AND/OR DENTAL INSURANCE AGENT ARE BEING PUBLICLY ACCEPTED BY THE CITY OF WARREN PURCHASING DIVISION.

ELECTRONIC PROPOSALS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, JUNE 26, 2024.

PLEASE SEE SPECIAL INSTRUCTIONS ON PAGE TWO (2) OF THE PROPOSAL FORM

A PUBLIC PROPOSAL OPENING WILL TAKE PLACE AT 1:00 PM EST ON JUNE 26, 2024 VIA THE "ZOOM APP" WHICH WILL BE HOSTED BY THE CITY COUNCIL OFFICE. PLEASE JOIN THE ZOOM MEETING BETWEEN 12:50 AND 1:00 PM EST, ON THE DAY OF THE PROPOSAL OPENING IN ORDER TO VIEW OR LISTEN TO THE PROPOSAL OPENING VIA THE ZOOM APP.

LINK TO ZOOM MEETING:

https://cityofwarren.zoom.us/j/867562668669pwd=lqhN4AlqvzxalSvAl1X8ahnWZQbBTk.1

ZOOM CALL-IN #: 1 305 224 1968 ZOOM MEETING ID: 867 5626 6866 ZOOM MEETING PASSCODE: 584876

Addenda, clarifications and changes to the bid documents must be obtained on line by registering (free registration available) for the MITN system as follows: 1) go to www.bidNetDirect.com/MITN, 2) Click on "Register Now", 3) Activate your account & select your registration option. Call 800-835-4603 and press option two [2] to speak live with customer support.

YOU SHOULD REGISTER FOR:

95348 - HEALTH-HOSPITAUZATION/DENTAL/MISUAL INSURANCE 95380 - Retirement Benefit Flan Insurance

Additional information or any questions can be answered by contacting the Purchasing Agent. Craig Treppa of the City of Warren, Purchasing Division proforably by e-mail. cheppa@cityofwaren.org, subject: RFP W 1214.

Sincerely.

Craig Treppa Purchasing Agent

Lori M. Stone, Mayor



Phone (586) 574-4675 FAX (586) 574-4614

Purchasing Division
Office of the Controller
One City Square, 4th Floor, Suite 425
Warren, Mi 48093-5289

RFP-W-1214

JUNE 7, 2024

ELECTRONIC PROPOSALS FOR A HEALTH INSURANCE AND/OR DENTAL INSURANCE AGENT ARE BEING PUBLICLY ACCEPTED BY THE CITY OF WARREN PURCHASING DIVISION.

ON, OR BEFORE, 12:30 PM, WEDNESDAY, JUNE 26, 2024.

PLEASE SEE SPECIAL INSTRUCTIONS ON PAGE TWO (2) OF THE PROPOSAL FORM

A PUBLIC PROPOSAL OPENING WILL TAKE PLACE AT 1:00 PM EST ON JUNE 26, 2024 VIA THE "ZOOM APP" WHICH WILL BE HOSTED BY THE CITY COUNCIL OFFICE. PLEASE JOIN THE ZOOM MEETING BETWEEN 12:50 AND 1:00 PM EST, ON THE DAY OF THE PROPOSAL OPENING IN ORDER TO VIEW OR LISTEN TO THE PROPOSAL OPENING VIA THE ZOOM APP.

LINK TO ZOOM MEETING:

https://cityofwarren.zoom.us/j/86756266866?pwd=lqhN4AlqvzxalSvAl1X8ahnWZQbBTk.1

ZOOM CALL-IN #: 1 305 224 1968 ZOOM MEETING ID: 867 5626 6866 ZOOM MEETING PASSCODE: 584876

Addenda, clarifications and changes to the bid documents must be obtained on line by registering (free registration available) for the MITN system as follows: 1) go to www.BidNetDirect.com/MITN, 2) Click on "Register Now", 3) Activate your account & select your registration option. Call 800-835-4603 and press option two (2) to speak live with customer support.

YOU SHOULD REGISTER FOR:

95348 - HEALTH/HOSPITALIZATION/DENTAL/VISUAL INSURANCE

95380 - RETIREMENT BENEFIT PLAN INSURANCE

Additional information or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren, Purchasing Division preferably by e-mail, ctreppa@cityofwarren.org, subject: RFP-W-1214.

Sincerely,

Craig Treppa

Purchasing Agent

REQUEST FOR PROPOSALS FOR A HEALTH INSURANCE AND/OR DENTAL INSURANCE

| AGENT/CARRIER |
|---|
| PLEASE CHECK THE APPROPRIATE BOX BELOW: |
| Proposing for Health Insurance Agent Only |
| Proposing for Dental Insurance Agent Only |
| Proposing for both Health and Dental Insurance Agent |
| IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR SEALED BID. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW MAY RESULT IN YOUR PROPOSAL NOT BEING ACCEPTED. |
| The undersigned has carefully checked the bid figures and understands that they shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued. By signing this below, the vendor is agreeing to the content of the proposal form unless specifically stated via an "Exception" in the vendor's proposal submission. Signature of |
| WARRANTY (If Applicable) EXCEPTIONS: Where an exception to any specification is taken to the content in this proposal document, such exception shall be clearly indicated in this proposal. |
| |
| Company Name: |

As part of your response, the **PROPOSER IS TO SIGN PAGE THRE (3) OF THIS PROPOSAL DOCUMENT** IN THE PROPER AREA (SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE).

Any supplemental information (marketing materials, brochures, etc.) or "boiler-plate" material is to be submitted as Appendices and packaged separately from the body of the response, and included in the proposal being submitted. Failure to submit the proposal in the designated format may disqualify the Proposer's entire response.

1C. PRICE CLAUSE

The proposed prices shall be held firm for 120 days or final Proposal award, whichever comes first, except for the successful Proposer whose proposal pricing shall be held firm for the entire length of the project. The City of Warren reserves the right to join the selected vendor in the negotiation of pricing, delivery, terms and/or other conditions when it is determined to be to the mutual benefit of both parties. Pricing shall be as indicated in the attached RFP proposal form.

The City is seeking an initial five (5) year agreement with options to renew for an additional three (3) year period followed by an option to renew for an additional two (2) year period through mutual consent of both parties. Initial agreement and extensions for each of these years will be granted subject to approval of the Warren City Council.

Prices quoted shall be exclusive of any rebates due the City of Warren. Any rebates the City of Warren may be entitled to should be shown as a separate line item and include expiration date.

Award of this contract is subject to approval from by the Warren City Council.

Unit prices prevail.

All prices will be proposed F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the proposal.

| Authorized signature for _ | | |
|----------------------------|--|--|
| Price Clause | | |

| Company Name: _ | 1175 |
|-----------------|------|
| | |

under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

The City reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the Vendor are subject to acceptance by the City. Changes may be increases or decreases.

The successful Vendor shall furnish documentation verifying compliance with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).

The City of Warren is exempt from all sales, excise, and transportation taxes.

The selected Vendor shall maintain, for the life of the agreement, insurance coverage meeting the minimum limits of liabilities as outlined in this RFP document.

All information requested herein shall be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.

All proposals shall be in accordance with the Purchasing Ordinances of the City of Warren and the requirements of this notice to be deemed responsive. Any deviation from the specifications shall be noted in the proposal.

Ownership of all data, materials and documentation originated and prepared for the City of Warren pursuant to the RFP and the subsequent contract shall belong exclusively to the City of Warren.

The proposer will provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The proposer will designate a representative who will be the point of contact and will have the authority to act on behalf of the company. The proposer's representative will not be replaced without prior written notice to the City. All communications given the proposer's representative will be as binding as if given to the company.

The proposer shall not subcontract any or all portions of the work unless the City grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this RFP and the contract. The proposer shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Warren for damages resulting from such acts or omissions.

All work shall meet with the approval of the Treasurer, or authorized designee, as conforming to the provisions and requirements of this RFP and the contract.

Advanced payments will not be authorized. Correct invoices will be paid net 45 days, following the City of Warren's schedule for payment of invoices.

The City of Warren reserves the right to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Vendor to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be void-able.

Proposers are advised that the RFP is considered to be under evaluation from the opening date until contract award. The City staff are restricted from giving any information relative to the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process

Company Name: TMR & ASSOCIATES, INC.

progress. If the services are terminated for convenience, the vendor will be paid for the services provided up to the termination.

3. MUTUAL RIGHT TO TERMINATE PROPOSAL. Prior to execution of a contract, either party may terminate a proposal that was awarded by the Warren City Council, upon ten (10) days written notice to the other party. The notice of termination by the City may be issued by its Treasurer.

MIS-REPRESENTATION. In addition, the City may reject this Proposal, or cancel a contract with a successful proposer, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Proposal.

Upon termination of the contract or the proposal for cause or cancellation for misrepresentation, the vendor shall not be relieved of liability to the City for any damages sustained by virtue of any breach. The City may withhold payments to the vendor for the purpose of set off until such time as the exact amount of damages due the City from the vendor is determined.

SPECIFICATION

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided Vendor's offer clearly describes the alternate item. Offers for alternate items shall state the brand and number, or level or quality. When the Proposer does not state brand, or level of quality, it is understood the offer is exactly as specified.

The Vendor shall comply with all applicable local, state, and federal building codes, rules and ordinances.

All equipment and materials used shall be standard components that are regularly manufactured and used in the Vendor's system. All systems and components shall have been thoroughly tested and proven in actual use.

All Vendor's personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any Vendor personnel driving a vehicle on City property shall have a valid driver's license and have or exceed minimum statutory insurance requirements.

E-VERIFY

Any proposer, attesting to his proposal by signature is affirming that the contractor/vendor has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration to verify the work status of all newly hired employees employed by the contractor/vendor.

ASSIGNMENT OF AGREEMENT AND OTHER CONTRACTORS.

The awarded Vendor shall not assign the agreement or any part of it without the written consent of the City. The City reserves the right to enter into other agreements in connection with this work, even if of like character to the work under the agreement with the awarded Vendor.

NON-IRAN LINKED BUSINESSES

By signing below, I certify and agree on behalf of myself and the company submitting this proposal, the following:

- (1) That I am duly authorized to legally bind the company submitting this proposal;
- (2) That the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012;

Company Name: TMR & AGSOCIATES, IMC

damages based upon any act or omission, negligent or otherwise, of Contractor or anyone acting on contractor's behalf in connection with or incident to this Contract or the work to be performed hereunder, except that contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its elected and appointed officials, employees, authorities, boards and commissions and volunteers working on behalf of the City; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury: shall mean bodily injury, sickness or disease (including death resulting at any time there from) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The contractor's obligation to indemnify and hold the City harmless shall include, but not be limited to (1) the obligation to defend the City from any such suit, action or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

APPENDIX A OF TITLE VI PLAN

During the performance of this contract, the contractor, for itself, its assignees, and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. COMPLIANCE WITH REGULATIONS.

The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. NONDISCRIMINATION.

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

3. <u>SOLICITATION FOR SUBCONTRACTS</u>, <u>INCLUDING PROCUREMENTS OF MATERIALS AND</u> EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. INFORMATION AND REPORTS.

The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of

Company Name: IMR & TESOCIATES IM

BACKGROUND

3A. GENERALLY

The City of Warren currently purchases health insurance for its employees from Blue Cross Blue Shield of Michigan. Dental insurance is currently purchased through Delta Dental. The City of Warren retains the services of an Insurance Agent, (hereinafter "Agent") in connection with the acquisition and maintenance of these insurances. Pursuant to its purchasing ordinance, the City of Warren is required to periodically request proposals for Insurance Agent services. This Request for Proposals (RFP), therefore, seeks proposals from Insurance Agents interested in providing agent services with regard to the City of Warren's health and/or dental insurance coverage.

Please note that this RFP is for agent services only and does not solicit new or different Insurance coverage. The awarded agent will be become the agent of record responsible for marketing the City's Health Insurance and/or Dental Insurance programs. Set forth below is a brief overview of the types of health and dental insurances currently maintained by the City.

3B. CURRENT HEALTH AND DENTAL INSURANCE.

The City is currently self-insured for its health care coverage of its active employees. Currently, the City employs approximately 800 full time employees. Approximately 740 of these individuals are members of bargaining units who are currently provided self-funded health coverage through a Blue Cross Community Blue 4 plan.

Those employees are represented by the following bargaining units;

- Warren Police Officers Association
- Warren Police Command Officers Association
- Warren Professional Firefighters Association, Local 1383
- GELC Local 227, GELC Supervisors, and GELC 227-Court
- United Auto Workers, Unit 35 and Unit 59

Each of these bargaining units have negotiated collective bargaining agreements with the City of Warren. Each collective bargaining agreement currently requires the City to provide a health insurance plan to its active employees, which is currently administered by Blue Cross Blue Shield of Michigan. The collective bargaining agreements each contain a provision, which is set forth in Exhibit 1 attached hereto.

The City also employs approximately twenty-six (26) **temporary employees** who are provided a Blue Cross Blue Shield plan known as "Simply Blue" as required by a collective bargaining agreement between the City and one of its labor organizations. A copy of the language from that agreement is contained in **Exhibit 1**.

In addition, the City provides its police, fire, and general fund **retirees** with several Blue Cross plans, including Community Blue 3, Community Blue 4, and Blue Care Network, to various retiree groups depending on bargaining unit affiliation and date of retirement. All plans currently renew on October 1st of each year. A copy of the various summary plan description for the "traditional" health care benefits provided to retirees by Blue Cross Blue Shield can be found as **Appendix A**.

The post-65 Medicare eligible retirees have a Blue Cross Medicare Advantage Prescription Plan referred to as a "Prescription Drug Plan (PDP)". Please see *Appendix B* for the PDP Plan.

Company Name:

C& ABSOCIATES, INC

- 9. Make recommendations to City Council in order to best meet employee benefit/risk management objectives.
- 10. Meet with City Council, as necessary, to provide information relevant to provider selection.
- 11. Assist with the process of selecting the most favorable annual renewal options, and after benefit provider has been approved by City Council, take timely and appropriate action to secure and bind coverage.
- 12. Maintain an active ongoing relationship with the service providers/insurance carriers to ensure smooth operation and delivery of benefits as well as intervention of any coverage or claim questions or problems, which may arise.
- 13. Make regularly scheduled visits to City facilities, upon request, to respond to questions, solve problems, and assist City staff with benefit administration; Be available on reasonable notice to attend meetings when required. Respond to questions and general correspondence if a timely manner.
- 14. Assist the City and the insurance carriers in the development of informational communications, as requested to clearly convey benefit levels, highlight new or changing aspects or other important information to plan participants;
- 15. Update the City on changing trends, new products, and insurance carriers within the employee benefits marketplace via distribution of a periodic newsletter or otherwise.
 - 16. Provide information concerning local and national benefit trends and provide benchmark survey data to help calibrate program offerings with employee and employer costs compared to similar organizations.
 - 17. Maintain thorough and accurate understanding of the Affordable Care Act and periodically advise City, in a timely and reliable manner, applicable requirements thereof.
 - 18. Provide reporting and assist City administration, as necessary, with filing preparation for the Affordable Care Act that meet Federal and State requirements.
 - 19. Educate and advise on Healthcare Reform, specifically PPACA, and the key strategic decisions the City should consider.
 - 20. Act as a resource for any employee benefits/human resource issue the City may have such as applicable Medicare, HIPAA, DOL, COBRA, FMLA regulations, and requirements. Keep the City's insurance risk manager informed of changes in statutory and regulatory requirements, and assist in the preparation of notifications to employees to insure compliance. Review pending legislation and report to the insurance risk manager in a timely manner, potential impact it may have on existing or future benefits.
 - 21. Review all policies and endorsements to assure coverage as intended. Verify accuracy of all policies, endorsements, and invoices prior to delivery. Review each insurance policy, binder, certificate or other insuring document and all endorsements affecting coverage and/or price, to ensure they are complete, correct and in compliance.
 - 22. Assist the City of Warren in submittal of claims to insurance carriers, as necessary, and as requested by City administration. Interface with carrier when coverage issues arise.
 - 23. Assist the City's insurance division with preparation of documents and communications for City employees, including providing assistance in the preparation of Employee benefit summary plan descriptions.

ESOCIATES INC

Company Name:

MINIMUM QUALIFICATIONS OF AGENT

In view of the specialized nature of this insurance, the City will only accept proposals from an Agent who meets the following minimum qualifications:

- 1. All Agents are subject to approval by the City of Warren and Warren City Council. Minimum limits and requirements are stated below:
- 1A. Worker's Compensation Insurance:
 - Statutory Coverage
 - Employer's Liability
 - \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- 1B. Commercial General Liability:
 - Including Premises & Operations, Products and Completed Operations, Personal, and Advertising Injury, Contractual Liability, and Independent Contractors.
 - Limits of Liability for Bodily Injury and Building Damage
 Each Occurrence \$1,000,000 and Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)

1C. Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000
- 1D. Errors and Omissions Liability or Professional Services Liability Policy
 - Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$2,000,000 each certificate shall specify that the City shall receive 30 days advance written notice of cancellation or non-renewal.
 - The Agent agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the Project.

The Agent shall provide a Certificate of Insurance as "evidence" of General, Professional, and Auto Liability including all owned, hired, borrowed, and non-owned vehicles, and statutory Worker's. The Agents shall direct its Insurer to provide a Certificate of Insurance to the City before any work is performed. The Certificate shall specify that the City shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Consultant shall provide the City copies of any such Policies upon request.

The insurance must name as Additional Insured: the City of Warren, City of Warren Downtown Development Authority, City of Warren Municipal Building Authority, the 37th Judicial District Court, and their elected and appointed officers, employees, boards and commissions and volunteers acting within the scope of their authority.

2. The organization has the ability to monitor regulatory and compliance developments such as ADA, FMLA, HIPAA, IRA Code Section 125, COBRA, HealthCare Reform Act of 2009, ERRP and other benefit compliance issues including statutes, rules and regulations on the federal and state level that may impact the benefits provided by the City of Warren.

Company Name: JMR & ASSOCIATES, Inc

7. CONTEMPLATED TERM OF ANY CONTRACT AWARDED AS A RESULT OF THIS PROCESS

If an award is made, the City intends to enter into a contract for a period of five (5) years with an option to extend for an additional three (3) year period followed by an option to extend for an additional two (2) year period through mutual consent of both parties, and with authorization of Warren City Council.

8. ADMINISTRATOR

If the Bidder proposes to use a Third Party Administrator to provide services under this contract, then the Bidder shall provide the City with the name of any prospective TPA, who will either be utilized to access a specific health care and/or dental insurance carrier, or who will, or may be utilized to provide administrative services in the delivery of health care and/or dental insurance benefits.

The Third Party Administrator shall be satisfactory to the City, meet minimum requirements, and complete the City's Third Party Administrative (TPA) Services Questionnaire at the time the actual health insurance bid is submitted. **The TPA Questionnaire is not to be completed at this time.** A sample of the TPA Services Questionnaire is attached as **Appendix C**.

A modified questionnaire similar to **Appendix C** will also be required to be completed by the TPA(s) submitting dental insurance bids.

9. PAYMENT AND REIMBURSEMENT

| The | City | is | requesti | ng t | that | paymen | s be | made | to | City | employees | and | any | providers | tor |
|------|-------|-----|-----------|------|------|-----------|-------|-----------|------|-------|----------------|-------|-------|-----------|-----|
| reim | burse | eme | ent withi | n 15 | day | s from re | ceipt | that in I | no c | case: | shall this exc | eed 3 | 30 da | ys. | |
| | / | | | | | | 1.00 | | | | | | | | |
| V | Car | n m | neet dat | es | | | | | | | | | | | |

Authorized signature for Payment Reimbursement Clause

10. AUDIT OF THIRD PARTY ADMINISTRATOR:

If the Third Party Administrator is subjected to a medical plan compliance audit by any Aggregate Stop Loss Carrier or other entity to insure the reductions and mitigation of plan costs, then a copy of the most recent audit shall be provided to the City.

11. PAYMENT AUDIT AND PENALTY CLAUSE:

The City reserves the right to have a medical plan compliance audit of the Third Party Administrator on an annual basis. The City reserves the right to select and employ, at the City's expense, the auditor of its choice. The Administrator shall be required to reimburse the City the amount of any improperly paid claims, plus a five percent (5%) processing fee, for any payments which are identified in the audit.

| Authorized Signature | | | | |
|---------------------------|-------------|-------|-------|----|
| for Payment Audit and Pen | alty Clause | A | | |
| Company Name: 77 | nr & | ASSOC | 10765 | ne |

- government having a population in excess of 50,000 and a unionized workforce of not less than 300 employees, and having experience with at least three (3) or more such organizations that have an annualized health insurance premium of \$5,000,000 or more.
- 9. Please list your experience in working with large governmental organizations, but specifically including municipal corporations similar in size and demographics to the City of Warren, providing agent services outlined in the RFP.
- 10. Provide a brief biography of the principal individuals that will be involved in the City of Warren project including other business activities if the experience is less than five (5) at the current organization.
- 11. Provide evidence of having a minimum of ten (10) years' experience negotiating health care coverage with Blue Cross Blue Shield of Michigan (BCBSM) on behalf of Michigan governmental organizations, including at least one local unit of government having a population in excess of 50,000 and a unionized work force of not less than 300 employees.
- 12. Please detail your ability and commitment for providing ongoing, professional customer service to both the City Representatives and employees.
- 13. Provide a list of not less than three (3) current favorable professional references from the current governmental clients (state, city, county or other governmental organization), preferably of similar size, needs and complexity to the City of Warren. For each reference please include:
 - Name of client
 - · Location of client
 - Type of Service being offered
 - Whether or not employees serviced by plans that you procured were represented by collective bargaining agents.
 - Briefly describe demographics of municipal client
 - · Number/type of plans
 - How long have you been providing these services to this client?
 - · Length of servicing relationship
 - Contact name, title, and phone number
- 14. Please provide evidence that your agency is licensed to conduct business in the State of Michigan, experienced in handling Health and/or Dental Insurance programs similar to those of the City of Warren's.

Company

- 15. Name of Firm, Servicing Address, Phone Number.
- 16. Please describe a brief history and background of your organization (including ownership information) and qualifications to represent the City of Warren.
- 17. Please describe how your organization will manage this account, including where it will be serviced from, and the credentials of the individual(s) responsible for the day-to-day service. Please include current resumes.
- 18. Other than those persons who will be directly responsible for the City's account, how many service representatives from your firm will be available to assist City staff?
- 19. Provide details of your firm's financial status and stability.
- 20. Discuss any impending changes in your organization that could impact the delivery of services.
- 21. How many years has your firm been working in the group insurance area?
- 22. Please detail your technical and legal resources.

Company Name: TMR & ASSOCIATES, LINC

Special Services

- 52. Describe your standard package of employee communications services. Please provide samples.
- 53. Describe services you offer to support employee surveys and/or focus groups.
- 54. Describe services you provide to assist with benefits benchmarking.
- 55. Describe how you support the ongoing professional development of your clients.
- 56. Does your firm provide general Human Resources consulting services and/or support?
- 57. Does your firm offer actuarial services? If yes, are the services done by an internal or external resource? If external, please identify the resource.
- 58. Describe any additional services offered by your company that may be of interest to the City of Warren.
- 59. What services do you believe should be performed by an agent for an account like the City of Warren? If your firm is selected, what would your suggested service plan be?

Corporate Wellness

- 60. Does your company provide and/or support corporate wellness initiatives?
- 61. Describe any programs that you provide to your clients that foster employee wellness.

Compliance

- 62. How do you support your clients in ensuring their employee benefits programs remain compliant with all federal and state laws?
- 63. How does your firm assist clients with HIPAA compliance?
- 64. Describe how your firm maintains client records in a HIPAA secure environment.
- 65. Do you have in-house legal advisors or outside counsel who provide guidance to you and your clients?
- 66. Describe methods you employ to disseminate information about current trends and legislation. Please provide examples.
- 67. Has your firm been subject to any lawsuits or settlements specific to compensation disclosure or practices within the last five years?

Compensation

- 68. Describe how your company proposes to be compensated for your services.
- 69. Complete and submit the Fees Spreadsheet (Appendix D).
- 70. Does your firm object to making available any documentation of the commissions received from insurers?
- 71. What is your company's philosophy on accepting contingency/override compensation from insurers relative to the placement of insurance programs?
- 72. Based on the information provided and the services requested, what is your proposed annual fee? Please make certain to identify any services mentioned in your proposal that are not included in your proposed fee (services that would be an additional expense).
- 73. List your price for furnishing ACA Reporting Determination and Mailing of 1095 forms each year.

Company Name: IMR & ABSOCIATES, Inc

EXHIBIT 1 Collective Bargaining Agreement Language

Company Name: _____

APPENDIX C:

TPA Questionnaire

This document is available on the BidNet (MITN) system

APPENDIX D:

Fees Spreadsheet

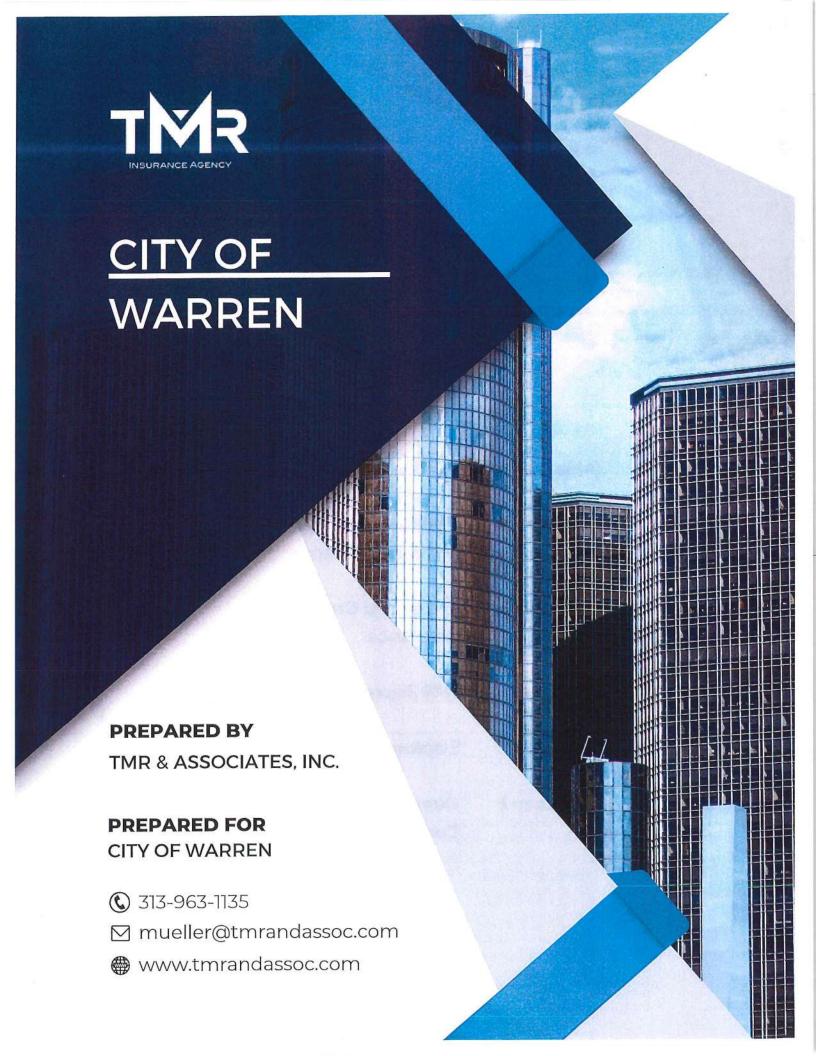
This document is available on the BidNet (MITN) system
Complete and Submit with your proposal

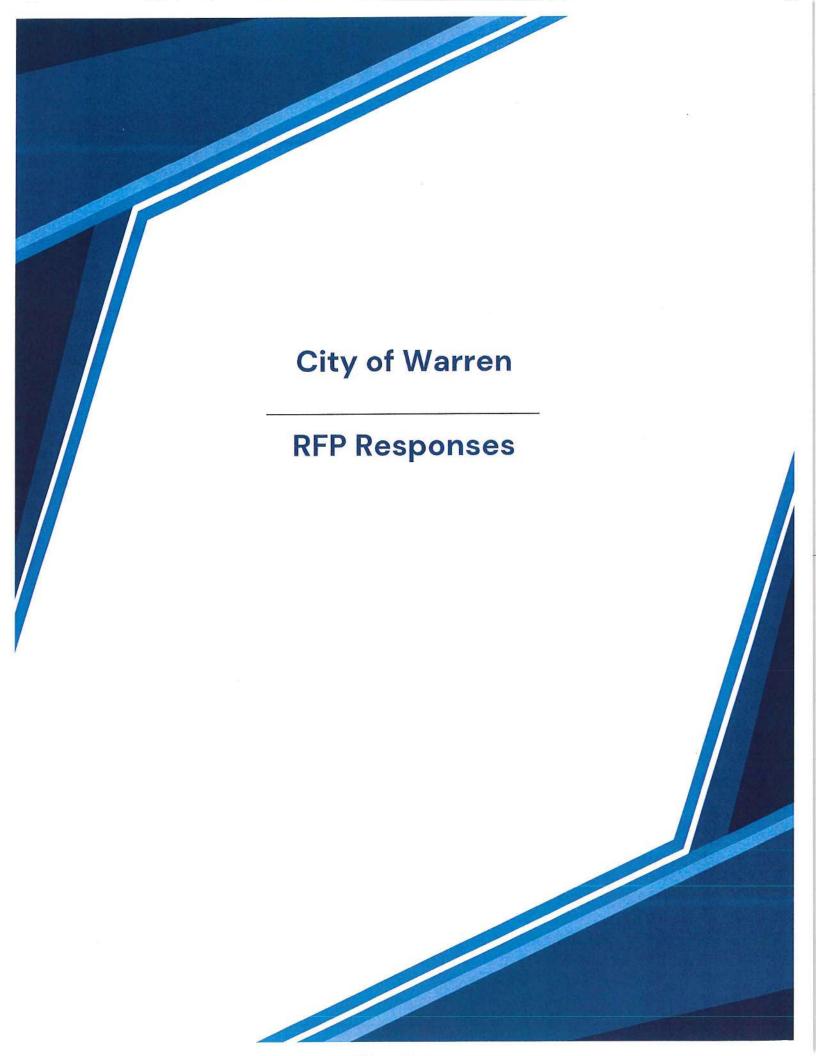
Company Name: _____

CITY OF WARREN

CHECK LIST FOR PROPOSERS MISTAKES OR OMISSIONS MAY RESULT IN THE REJECTION OF YOUR BID.

| X Is your electronic proposal <u>PROPERLY SIGNED</u> on the <u>AUTHORIZED REPRESENTATIVE PORTION</u> of the <u>PROPOSAL FORM</u> , AND ALL CLAUSES AS INCLUDED IN THE PROPOSAL DOCUMENT? |
|---|
| X_ Is your Health Services Third Party Administrative Questionnaire completed and included? |
| X <u>If requested</u> , have you entered the unit price? (Unit Price governs) |
| X_ Late proposals will <u>NOT</u> be considered. Proposals must be submitted electronically, via the BidNet (MITN) system <u>before 12:30 P.M., Wednesday, on the date specified</u> . |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| Company Name: |





specifications and solicit competitive proposals from top-tier insurance providers, securing optimal terms and coverage options that best meet municipal requirements.

Annually, we engage with the insurance marketplace on behalf of the City, leveraging our longstanding relationships and market insights to negotiate competitive rates and comprehensive coverage. We prepare detailed bid specifications, solicit proposals for new policies and renewals, and advocate tirelessly for the City's interests in the negotiation process.

Evaluating insurer proposals is a critical aspect of our role. We conduct thorough analyses of costs, administrative efficiency, coverage scope, claims processing protocols, customer service metrics, network adequacy, and financial stability. Our in-depth assessments provide the City with actionable insights and recommendations, empowering informed decision-making aligned with strategic objectives and fiscal responsibilities.

Communication and collaboration are fundamental to our service ethos. We maintain proactive relationships with service providers and insurance carriers, ensuring responsive service and swift resolution of any coverage or claim-related issues. Our team is committed to making regular visits to City facilities, addressing inquiries promptly, and providing ongoing support to City staff in navigating benefit administration challenges.

As educators and advisors, we assist the City in crafting clear, informative communications that effectively convey benefit details and updates to employees. Through regular newsletters and updates, we keep the City informed about emerging trends, new products, and developments in the municipal employee benefits landscape.

At TMR, we pride ourselves on our comprehensive understanding of healthcare reform, including the Affordable Care Act (ACA) and other regulatory requirements impacting municipal entities. We provide expert guidance on Medicare, HIPAA, DOL, COBRA, FMLA regulations, and ensure that the City remains compliant with evolving legislation.

In conclusion, TMR is honored to serve as the trusted agent and broker for the City of Warren. With our specialized expertise in municipal insurance procurement, honed over three decades, we are committed to delivering tailored solutions that enhance employee benefits, drive operational efficiency, and ensure cost-effectiveness for the City. Our dedication to excellence, proactive engagement, and deep-rooted industry knowledge makes us the ideal partner for navigating the complex landscape of municipal insurance and supporting the City's workforce with superior insurance solutions.

2. The organization has the ability to monitor regulatory and compliance developments such as ADA, FMLA, HIPAA, IRA Code Section 125, COBRA, HealthCare Reform Act of 2009, ERRP, and other benefit compliance issues including statutes, rules and regulations on the federal and state level that may impact the benefits provided by the City of Warren.

| Company Name: | | |
|---|--|--|
| ~ | | |

- TMR & Associates certifies that neither the firm nor any individuals assigned to this engagement are suspended or otherwise prohibited from professional practice by any federal, state, or local agency.
- 6. Please state whether your company or any officer has been sanctioned or penalized for any violation of a code, law, or regulation within the past ten years. If so, please provide dates, the tribunal or agency involved, and explain the circumstances and disposition.
 - TMR & Associates confirms that neither the company nor any representative has been sanctioned or penalized for any violation of a code, law, or regulation within the past ten years.
- 7. Please provide evidence of having a minimum of ten (10) years of continuous operation in the State of Michigan representing governmental organizations, including large municipal governments comparable to the City of Warren, in the procurement of employee group health and/or dental insurance, including experience with Michigan Public Acts 106 and 152, preferably including having an office in the Detroit metropolitan area, tri-county area, with not less than five (5) employees on site who are available to service the account.
 - TMR & Associates has been continuously operating in the State of Michigan for over 30 years, with a strong focus on representing governmental organizations in the procurement of employee group health and dental insurance. Our extensive experience includes working with large municipal governments comparable to the City of Warren.

We have significant expertise with Michigan Public Acts 106 and 152, ensuring compliance and optimal benefit management for our clients. Our office is located in the Detroit metropolitan area, specifically within the tri-county region, and we maintain a staff of over five dedicated employees on-site who are readily available to service the account of the City of Warren.

Our successful track record includes providing insurance brokerage services to surrounding municipalities, including Macomb County and the City of Roseville. These partnerships highlight our capability to meet the unique demands of municipal sectors and our commitment to delivering comprehensive and cost-effective insurance solutions.

TMR is proud of our long-standing relationships and proven ability to support the insurance needs of local government entities, ensuring their employees and retirees receive the most comprehensive coverage available.

| 8. | Please provide evidence of having a minimum of five (5) years of experience acting as |
|----|--|
| | agent for Michigan governmental organizations, including at least one local unit of |
| | government having a population in excess of 50,000 and a unionized workforce of not less |
| | than 300 employees, and having experience with at least three (3) or more such |
| | organizations that have an annualized health insurance premium of \$5,000,000 or more. |

| | · · | |
|-----------------|-----|--|
| C Alauna a. | | |
| Company Name: | | |
| Company marries | | |

10. Provide a brief biography of the principal individuals that will be involved in the City of Warren project including other business activities if the experience is less than five (5) at the current organization.

TMR Project Manager and key personnel and biographies (Addendum C).

All the following employees are licensed insurance professionals in the State of Michigan. (Addendum

Mark Mueller, LIC – Owner, President, Project Manager Kevin Moore, LIC – Director of Data Analytics Michael Mueller, REBC, LIC – VP, Director of Operations Leslie Garoufalis – Senior Service Specialist Cathy Lowell – Account Service Specialist

11. Provide evidence of having a minimum of ten (10) years' experience negotiating health care coverage with Blue Cross Blue Shield of Michigan (BCBSM) on behalf of Michigan governmental organizations, including at least one local unit of government having a population in excess of 50,000 and a unionized work force of not less than 300 employees.

TMR & Associates has over 30 years of experience negotiating health care coverage with Blue Cross Blue Shield of Michigan (BCBSM) on behalf of Michigan governmental organizations. Our extensive experience includes working with various local government units, ensuring they receive competitive and comprehensive health care plans. Below, we provide specific examples of our work that meet the stated criteria:

Macomb County:

Population: Over 870,000

Unionized Workforce: More than 2,500 employees

Experience: For over 10 years, we have been negotiating health care coverage with BCBSM on behalf of Macomb County. Our comprehensive approach includes detailed analysis of claims data, understanding the unique needs of different departments, and ensuring compliance with all regulatory requirements. This has resulted in optimized health plans that balance cost control with comprehensive benefits, addressing the needs of a large and diverse workforce.

City of Roseville:

Population: Over 50,000

Unionized Workforce: Approximately 300 employees

Experience: TMR & Associates has successfully negotiated health care coverage with BCBSM for the City of Roseville for over a decade. Our efforts have resulted in favorable terms, cost savings, and enhanced coverage options for the city's employees and retirees.

| Company Name: | | |
|---------------|--|--|
|---------------|--|--|

By delivering extensive benefit consulting support across various facets of City of Warren operations, TMR Agency aims to uphold the highest standards of service excellence and contribute to the overall well-being and satisfaction of City of Warren team members.

- 13. Provide a list of not less than three (3) current favorable professional references from the current governmental clients (state, city, county or other governmental organization), preferably of similar size, needs and complexity to the City of Warren. For each reference please include:
 - Name of client
 - Location of client
 - Type of Service being offered
 - Whether or not employees serviced by plans that you procured were represented by collective bargaining agents.
 - Briefly describe demographics of municipal client
 - Number/type of plans
 - How long have you been providing these services to this client?
 - Length of servicing relationship
 - Contact name, title, and phone number

Client: Macomb County

1 S Main Street, 9th Floor

Mount Clemens, MI 48043

Services provided: employee and retiree benefit broker/consulting services on the health, dental, vision, life, disability and Medicare plans.

Bargaining units: Employees are represented by collective bargaining agreements.

Healthcare Plans: 3 active, 8 retiree
Dental Plans: 1 active, 1 retiree
Vision Plans: 1 active, 1 retiree

Life Plans: 8 active

Disability Plans: 5 active

Length of relationship: 9+ years Contact: Mr. Andrew McKinnon

Deputy County Executive

Andrew.mckinnon@macombgov.org

(586) 469-7248

Client: City of Roseville

29777 Gratiot Avenue

Roseville, MI 48066

Services provided: employee and retiree benefit broker/consulting services on the health, dental, vision, life, disability and Medicare plans.

Bargaining units: Employees are represented by collective bargaining agreements.

Healthcare Plans: 1 active, 4 retiree

| Company Name: | |
|---------------|--|
| Company Name | |

Detroit, MI 48226 Phone Number: 313-963-1135

16. Please describe a brief history and background of your organization (including ownership information) and qualifications to represent the City of Warren.

TMR has over 30 years of experience in group health and welfare benefits, and we take great pride in our reputation for being an exceptional service partner to our clients. We are prepared to demonstrate our ability to bring best-in-class service and the most economical benefit solutions to the City of Warren.

Upon careful review of the Request for Qualifications, we are confident that we will meet and exceed the requirements as the Insurance Brokerage Consultant. Our agency is dedicated to providing employee benefits solutions full time, and we currently service over 20 municipal accounts in Michigan.

We recognize that providing comprehensive benefits consulting services requires a thorough understanding of the ever-changing landscape of employee benefits. Our team of experts stays up to date on industry trends, regulations, and compliance requirements to ensure that our clients receive the most relevant and effective solutions.

Our team of qualified experts sets the standard for evaluating and recommending specific healthcare solutions for municipal employees and retirees. We take the extra time to assess the financials behind the benefit plan designs, funding arrangements, and trending medical and prescription drug claims. Additionally, we enhance our clients' benefits administration support system by adding a service team, benefit software, and a call center for employees. These services, combined with our team's knowledge and experience, have been a recipe for success.

At our core, we are committed to providing exceptional client service. Our approach is centered on collaboration, transparency, and accountability. We work closely with our clients to develop customized benefits programs that align with their unique organizational goals and objectives. Our team takes the time to listen to our clients' needs, understand their challenges, and develop tailored solutions that fit within their budget.

Our responsibilities will encompass all that is detailed in the RFQ Scope of Services designed to meet the needs of the City of Warren's employee and retiree benefit packages. In addition, TMR will deliver comprehensive summaries of medical and ancillary insurance program options, recommending the most beneficial insurance plans based on detailed professional analysis. We are committed to representing the City of Warren in union negotiations as directed and maintaining open communication through quarterly meetings to discuss concerns and legal updates related to all benefits.

| Company Name: | |
|----------------|--|
| Company manner | |

consulting will be invaluable in maintaining the high standards expected by the City of Warren.

Leslie Garoufalis – Senior Service Specialist

Credentials: Licensed Insurance Agent

Role: Leslie Garoufalis will act as the primary point of contact for day-to-day service inquiries. Her role includes assisting with membership changes, answering benefit questions, handling employee and retiree claims adjudications, and resolving enrollment issues. Her commitment to exceptional customer service will ensure that all inquiries are handled promptly and professionally.

Cathy Lowell - Account Service Specialist

Credentials: Licensed Insurance Agent

Role: Cathy Lowell will support the account service operations, ensuring that all administrative tasks are completed accurately and on time. She will assist Leslie Garoufalis in managing daily service requirements and maintaining smooth operations.

Service Commitment

Our team is committed to providing ongoing, professional customer service to both City Representatives and employees. We prioritize empowering employees with the knowledge they need to make informed decisions about their benefits. This includes developing and distributing detailed informational materials, conducting Open Enrollment meetings, and providing clear and accessible communication about any new or changing aspects of their benefits. We will also assist with membership changes, answer benefit questions, handle employee and retiree claims adjudications, and resolve enrollment issues.

With our dedicated team and comprehensive service plan, TMR is well-equipped to manage the City of Warren's insurance brokerage needs effectively, ensuring that all services are delivered with the highest level of professionalism and expertise.

18. Other than those persons who will be directly responsible for the City's account, how many service representatives from your firm will be available to assist City staff?

At TMR we pride ourselves on our team's dedication and capacity to provide exceptional service to our clients. Besides the primary team directly responsible for the City of Warren's account, we have a robust support structure in place. Our firm has a total of 12 full-time employees, all of whom are available to assist City staff as needed.

Each of these employees is well-versed in various aspects of employee benefits and insurance services, ensuring that the City of Warren has access to a broad range of expertise and support. Our team's collective knowledge and experience allow us to address any inquiries or issues promptly and effectively.

| By leveraging | our full | team's cap | abilities, | we | ensure | tha | t the | City | of | Warren | receives |
|---------------|----------|------------|------------|-----|---------|-----|-------|------|-----|----------|----------|
| comprehensive | e and | continuous | support | . V | Vhether | it | invol | ves | day | v-to-day | benefit |

| Company Name: | |
|-----------------|--|
| Company Harrier | |

Technical Resources: We utilize advanced analytics platforms such as Truven Health Analytics and Whyzen Analytics for in-depth data analysis. These tools enable precise evaluation of medical and pharmacy claims, project future risks, and optimize plan designs.

Legal Resources: We leverage legal expertise from firms like Dickenson Wright, PLLC and Zywave to ensure compliance with health insurance regulations and legal requirements. This collaboration helps us navigate complex legal landscapes and provide robust support to our clients.

These resources ensure our clients receive accurate, compliant, and cost-effective insurance solutions.

Performance

23. What percentage of your company's business is provided to municipal clients?

Approximately 70% of TMR's book of business is dedicated to municipal clients. This significant focus on municipal clients has allowed us to develop specialized expertise in addressing the unique needs and challenges faced by public sector organizations.

24. Indicate your firm's approximate annual Health and/or Dental Insurance Premium volume.

TMR & Associates has a health and dental insurance premium volume of approximately 175 million, annually.

25. Please detail any recent successes your firm has held developing health insurance programs that resulted in operational and/or cost savings for a municipality.

Macomb County - 5,300 Contracts

- Successfully Negotiated with Current Carriers: Achieved favorable terms and conditions for employee benefits.
- Secured \$550,000 in Retention Credits: Provided significant savings and value.
- Achieved \$4.4+ Million in Fixed Fees Savings (Stop Loss/Admin) Over Three Years:
 Demonstrated effective cost management.
- Continues to Remain Under the MI Hard Cap Limits: Ensured compliance with Michigan's healthcare cost regulations.

Wayne County Community College District - 500 Contracts

- Provided an Alternative Funding Solution: Saved employees \$5,597-\$13,077 annually by switching to HDHP plans.
- Included Additional Liability: Managed deductible exposure within the cost savings.

| Company Name: | |
|---------------|--|
| | |

Plan Design: We design benefit plans that meet the needs of unionized employees while adhering to the stipulations of their CBAs.

Communication: We conduct educational sessions and provide clear communication to union members about their benefits, changes, and any impacts resulting from negotiations.

Experience: We have successfully worked with various public sector clients, including municipalities and school districts, helping them navigate the intricacies of CBAs to achieve favorable outcomes for all parties involved.

Our experience includes working with a diverse range of unions, including but not limited to:

AFSCME (American Federation of State, County, and Municipal Employees)

IAFF (International Association of Fire Fighters)

MAPE (Michigan Association of Public Employees)

MAP (Michigan Association of Police)

COAM (Command Officers Association of Michigan)

POAM (Police Officers Association of Michigan)

Teamsters

Carpenters

Plumbers

Pipefitters

Our proven track record demonstrates our ability to effectively manage and support organizations with collective bargaining agreements, ensuring that both the needs of the employees and the financial goals of the employers are met.

28. List the training that your employees have been provided for the Affordable Care Act.

At TMR, we prioritize ongoing education and training to ensure our team remains proficient in the latest regulations and requirements, including those related to the Affordable Care Act (ACA). Our employees have undergone extensive training to stay updated with ACA mandates and compliance. Below is an overview of the training programs and initiatives we have implemented:

Comprehensive ACA Workshops: Conducted by industry experts, these workshops cover all aspects of the ACA, including employer mandates, reporting requirements, penalties, and updates on legislative changes.

| Company Name: | | |
|---------------|--|--|
| Company Name: | | |

Additionally, our meetings encompass strategic planning sessions where we collaborate with clients to align their benefits programs with their long-term organizational goals. We analyze trends in the marketplace and present insights that help our clients make informed decisions about their benefits strategy.

Moreover, our team is committed to providing ongoing support to address any client-specific issues or concerns that may arise between scheduled meetings. This ensures that we maintain a proactive approach to client service, fostering a collaborative partnership focused on achieving the best outcomes for their employee benefits programs.

- 30. Describe what makes your firm uniquely qualified to work on our account.
 - 1. Our firm distinguishes itself from other broker and consulting firms through our independent ownership and highly accessible, personalized service. Unlike publicly traded companies or big corporations, we are not beholden to shareholders, allowing us to prioritize our clients' needs above all else. This independence fosters a client-centric approach where our primary focus is delivering tailored solutions without the constraints of corporate bureaucracy.
 - 2. Additionally, our streamlined structure ensures that you won't have to navigate through numerous departments to get the support you need. Each client has direct access to our team members, including their personal cell phone numbers, guaranteeing prompt and efficient communication. This hands-on approach allows us to build stronger relationships and provide a higher level of service, making us truly responsive to your needs and concerns.
 - 3. TMR's sole focus is to provide employee and retiree benefit solutions with HR support to public entities in Michigan. Our team of insurance consultants and service representatives have a clear and distinct understanding of benefits, compliance, and regulations in the public sector.
 - 4. We work with our client to develop a long-term strategic plan (3-to-5-year outlook). Our team will review the current benefit designs and past claim reports (medical and prescription) to develop alternative benefit designs and funding strategies that secure a cost containment strategy.
 - 5. Full benefit plan audit and dependent audit. TMR will complete a full benefit plan audit to measure vendor performance, benchmark benefits and rates, and verify employee eligibility. We will also conduct a dependent audit to validate the eligibility of dependents covered under all the benefit plans.
 - 6. In our proposal, we include our first-in-class customer service, employee call center, Employee Navigator (online enrollment and benefit administration with an 834-EDI connection), HR benefit resource portal/library, employee workplace harassment prevention and safety training modules, learning management software, employee

Company Name: _____

32. How does your firm recognize and celebrate employees' successes?

At TMR & Associates we believe that recognizing and celebrating employee successes is vital to fostering a positive and motivated workplace. Our comprehensive recognition programs are designed to acknowledge the hard work, dedication, and achievements of our team members.

Performance Awards: We regularly reward outstanding performance through structured awards. Employees who exceed performance targets, demonstrate exceptional client service, or contribute innovative solutions are recognized through are firm.

Celebratory Events and Team Building Activities: We organize regular company events such as annual dinners, holiday parties, and team-building retreats to celebrate collective successes and milestones. These events provide a platform for recognizing individual achievements in a festive and inclusive environment.

Personalized Recognition: Managers are encouraged to recognize employees' successes on a day-to-day basis through personalized gestures such as thank-you notes, shout-outs during meetings, and one-on-one commendations.

Professional Development Opportunities: We encourage and support continuous learning and career advancement by offering opportunities for further education and professional development. Employees who achieve new certifications or complete advanced training programs are publicly recognized and often receive promotions or additional responsibilities.

By implementing these recognition and celebration initiatives, TMR ensures that our employees feel valued and appreciated, which in turn drives motivation, engagement, and overall job satisfaction.

33. Provide an example of how your firm is taking a leadership role within the industry.

TMR & Associates takes a proactive leadership role within the benefits and insurance industry through active participation and contributions to renowned organizations such as the National Association of Benefits and Insurance Professionals (NABIP) and the Society for Human Resource Management (SHRM).

34. What size clients does your firm generally support?

At TMR, we primarily support clients with a workforce of 100 or more employees. Our specialization lies in providing tailored employee benefits solutions, with a particular emphasis on the self-funding model. This expertise allows us to cater to the unique needs of larger organizations, including municipal governments and other public sector entities.

| Company Name: | |
|---------------|--|
|---------------|--|

Our high retention rate is a testament to the quality of service, expertise, and personalized attention that TMR brings to every client engagement. We are committed to continually enhancing our offerings and adapting to meet the evolving needs of our clients, ensuring that they receive the utmost value from our partnership.

37. Do you have a method or process in place to gauge client satisfaction?

At TMR, we place a strong emphasis on continuously gauging client satisfaction to ensure we meet and exceed expectations. We have implemented a robust methodological approach to assess client satisfaction across various dimensions of our services.

Regular Feedback Surveys: We conduct regular client satisfaction surveys to gather structured feedback on our performance, services, and overall client experience. These surveys are designed to capture insights into areas where we excel and areas where we can improve.

Annual Reviews and Check-ins: Our account management team schedules annual reviews and periodic check-ins with clients to discuss satisfaction levels, address any concerns, and align our services with their evolving needs. These reviews provide valuable opportunities for open dialogue and continuous improvement.

Quality Assurance Processes: We maintain rigorous quality assurance processes to ensure consistency and reliability in our services. This includes internal audits, peer reviews, and adherence to industry best practices to uphold the highest standards of client satisfaction.

Through these comprehensive methods and processes, TMR is dedicated to measuring and improving client satisfaction continuously. Our commitment to listening, learning, and adapting ensures that we deliver exceptional value and support to each of our clients, including the City of Warren.

38. What is your service philosophy?

At TMR, our service philosophy revolves around dedication, collaboration, and excellence in everything we do. We believe that exceptional client service is not just a goal but a core value that permeates every aspect of our organization.

Client-Centric Approach: Our foremost commitment is to prioritize the needs and goals of our clients. We believe in building strong, long-lasting partnerships based on trust, transparency, and mutual respect. By deeply understanding our clients' challenges and objectives, we tailor our solutions to meet their unique requirements effectively.

Proactive Communication: We emphasize proactive and clear communication as a cornerstone of our service delivery. We keep our clients informed every step of the way,

| Company Name: | |
|---------------|--|
|---------------|--|

Market Analysis:

Benchmarking: We perform a benchmarking analysis to compare the City's current insurance premiums and coverage with similar municipalities and industry standards.

Carrier Evaluation: We evaluate a broad range of insurance carriers based on their financial stability, reputation, service capabilities, and experience with similar clients. Preparation of RFP (Request for Proposal):

Custom RFP Development: We develop a comprehensive and customized RFP that clearly outlines the City's requirements, desired coverage, and expectations.

Detailed Specifications: The RFP includes detailed specifications and criteria to ensure that quotes are competitive and meet the City's needs.

Solicitation of Bids:

Wide Distribution: We distribute the RFP to a wide network of qualified insurance carriers and third-party administrators to encourage competitive bidding.

Active Engagement: We actively engage with carriers throughout the bidding process to address any questions and ensure they fully understand the City's requirements. Bid Evaluation and Negotiation:

Thorough Analysis: We conduct a thorough analysis of the received bids, comparing premiums, coverage options, carrier services, and any additional benefits.

Negotiation: We leverage our market knowledge and relationships with carriers to negotiate the most favorable terms and pricing for the City.

Presentation of Findings:

Comprehensive Report: We prepare a comprehensive report summarizing the bid analysis, including recommendations and a clear rationale for selecting the preferred carriers.

Client Consultation: We meet with City representatives to present our findings, answer questions, and discuss the best options to meet the City's goals.

Implementation and Ongoing Review:

Seamless Transition: We facilitate a seamless transition to the new insurance carriers, if applicable, ensuring minimal disruption to employees.

| Camara any Managa | | |
|-------------------|--|--|
| Company Name: | | |

These resources empower you and your team with the knowledge and skills needed to make informed decisions and navigate complex challenges effectively.

Strategic Planning and Future Outlook

Our support extends beyond day-to-day operations to include strategic planning and future outlook discussions. We work collaboratively with you to anticipate future needs, identify long-term objectives, and develop strategic initiatives to drive continued success and sustainability for your programs.

Proactive Risk Management

We proactively identify and mitigate risks that may impact your programs, implementing strategies to minimize potential disruptions and ensure continuity of service. By staying ahead of potential challenges, we help safeguard the integrity and reliability of your programs throughout the plan year.

Tailored Solutions and Customization

Our approach is highly flexible and tailored to your specific needs, allowing us to customize solutions and services to address your unique requirements and preferences. Whether it's adapting program features, implementing new initiatives, or accommodating changing circumstances, we strive to provide solutions that align with your goals and priorities.

By combining proactive support, ongoing analysis, educational resources, and strategic planning, we ensure that your programs receive the comprehensive support needed to thrive throughout the plan year. Our dedicated team is committed to serving as a trusted partner and providing the assistance you need to achieve your program objectives and drive success.

43. Do you have a process in place for tracking communication between you and your client?

At TMR, we have a structured process for tracking communication with our clients to ensure clarity, accountability, and effective relationship management. Our approach includes leveraging our Dropbox cloud-based secured server and Zix Mail secured email system, which are integral to maintaining the confidentiality and integrity of our communications. These platforms provide a secure environment for storing and managing client-related documents and emails, ensuring that sensitive information remains protected at all times. Our team is trained to use these tools effectively to streamline communication and enhance collaboration within our organization and with our clients."

We maintain detailed communication logs that capture key discussions, decisions, and agreements made during meetings, calls, and emails with our clients. These logs serve as a comprehensive record of interactions, enabling us to track progress on action items and deliverables effectively. Additionally, our account management oversight ensures that each client account is assigned a dedicated manager responsible for coordinating communication and addressing inquiries promptly. This personalized approach allows us to

| Company Name: _ | | |
|-----------------|--|--|
| Company Name: _ | | |

and collaborate on strategic initiatives to enhance service delivery and explore opportunities for cost savings and program enhancements.

Consultation and Advisory: We provide expert consultation and advisory services to the City regarding insurance vendor relationships. This includes keeping the City informed about industry trends, regulatory changes, and best practices to support informed decision-making and maximize the value of insurance investments.

By managing insurance vendor relationships comprehensively and acting as the primary liaison, TMR ensures that the City of Warren receives competitive insurance offerings, responsive service, and proactive support tailored to its unique needs and goals.

45. In your opinion, what are the two major challenges companies our size face and how will your firm help meet these challenges?

For companies of your size, we find four major challenges regarding health insurance typically include cost management, compliance complexities, employee engagement and technology integration and administration. Here's how our firm can help meet these challenges:

Cost Management: Controlling healthcare costs while providing competitive benefits is a significant challenge for companies. Our firm employs a comprehensive approach to cost management, leveraging data analytics to identify cost drivers and implement strategies for cost containment. We negotiate with carriers to secure competitive rates and explore alternative funding options like self-insurance or hybrid models. Additionally, we offer proactive wellness programs and educational resources to promote employee health and reduce long-term healthcare expenses.

Compliance Complexities: Navigating the complex landscape of healthcare regulations and compliance requirements can be daunting for companies. Our firm specializes in regulatory compliance and stays abreast of changes in healthcare laws and regulations. We provide ongoing guidance and support to ensure that your benefits programs remain compliant with federal and state mandates, including ACA requirements, HIPAA regulations, and reporting obligations. Our expertise and proactive approach help mitigate compliance risks and ensure peace of mind for your organization.

Employee Engagement: Engaging employees in their healthcare benefits and promoting wellness initiatives are vital for maximizing the value of your benefits programs. Our firm offers tailored communication strategies and educational resources to help employees understand their benefits, make informed decisions, and take proactive steps towards better health. We design wellness programs that cater to the needs and preferences of your workforce, fostering a culture of health and well-being that enhances employee satisfaction and productivity.

| Company Name: | | | | |
|---------------|--|--|--|--|
|---------------|--|--|--|--|

Contract Review and Adjustment: We carefully review proposed contract terms to
ensure they align with client expectations and compliance requirements. Data
supporting the renewal rate impact, such as cost-saving measures and improved
benefits, strengthens our negotiation position.

Client Consultation and Decision Making: Throughout the negotiation process, we maintain open communication with clients. We present negotiated options, provide recommendations based on their strategic goals, and collaborate to make informed decisions.

Implementation and Monitoring: Post-agreement, we assist in implementing renewed benefits and monitor their performance closely. We track key metrics to ensure the agreed-upon terms deliver expected outcomes and meet client satisfaction.

Success Examples:

Implementation Credits: Negotiated a substantial implementation credit for a client consolidating to one healthcare provider, significantly reducing initial setup costs.

Retention Credits: Secured a loyalty financial incentive for a long-term client, reinforcing their commitment and satisfaction with our services.

Multi-Product Line Discounts: Obtained discounts on additional services when clients bundled healthcare benefits with other insurance products, maximizing cost savings across their portfolio.

At TMR, our approach to negotiating renewals integrates strategic planning, comprehensive data analysis, and proactive engagement with providers. This ensures that we deliver cost-effective solutions that align with our clients' financial objectives and enhance employee benefits.

47. Describe your underwriting and actuarial resources.

TMR & Associates contracts Barclay Financial Planning in Rochester, MI for underwriting and actuarial expertise. TMR incurs all costs related to any of these services needed.

- 48. Describe your experience supporting clients with mergers and acquisitions, including the due diligence process and integrating the acquired company's benefits plans with the client's benefit plans, communications to employees, etc.
 - TMR & Associates has extensive experience in supporting clients through mergers and acquisitions (M&A), ensuring smooth transitions and successful integration of benefits plans. Our approach is comprehensive, covering due diligence, plan integration, and effective communication with employees. Here's a summary of our experience and methodology:

| Due Diligence Process: | | | |
|------------------------|--|--|--|
| Company Name: | | | |

49. Describe any special analysis that you would provide to help manage our programs.

Claims Utilization Reports

Frequency: Semi-Annually

Description: These reports detail the number and types of claims submitted, including medical, pharmacy, dental, and vision claims. They help clients understand how their employees are using the benefits provided.

Example: A report showing the top 10 medical procedures claimed, total claims paid, and the average cost per claim.

Financial Performance Reports

Frequency: Semi-Annually

Description: Financial performance reports analyze the costs associated with the plan, including premiums collected, claims paid, and administrative costs. These reports help assess the financial sustainability of the plan.

Example: An annual report detailing total premiums versus total claims paid, loss ratios, and administrative expenses.

Plan Cost and Design Analysis Reports (including PA 152 analysis)

Frequency: Annually

Description: These reports evaluate the effectiveness of the current plan design in meeting the needs of employees and suggest potential improvements or adjustments.

Example: An analysis report comparing current plan offerings with industry benchmarks, including recommendations for plan enhancements to improve employee satisfaction and cost-efficiency.

Pharmacy Benefit Reports

Frequency: Semi-Annually

Description: These reports focus specifically on pharmacy claims, providing insights into prescription drug utilization, cost trends, and potential cost-saving opportunities.

Example: A monthly report highlighting the most frequently prescribed medications, total pharmacy spending, and opportunities for generic drug substitutions.

Compliance and Regulatory Reports

Frequency: Annually, As Needed

Description: Compliance reports ensure that the plan adheres to all relevant regulations and industry standards. These reports are crucial for avoiding legal issues and ensuring regulatory compliance.

Example: An annual compliance report that includes a checklist of all regulatory requirements met, such as ACA compliance, and any areas needing attention.

| Company Name: | |
|-----------------|--|
| company marrier | |

Technology Integration: Leveraging advanced technology solutions helps streamline administrative processes, improve accuracy, and reduce the time required to resolve issues.

By applying these strategies, TMR consistently helps clients navigate complex administrative challenges, fostering positive resolutions that enhance the efficiency and effectiveness of their benefits programs. Our commitment to excellence and client satisfaction drives our success in managing and resolving complicated administrative issues.

Special Services

52. Describe your standard package of employee communications services. Please provide samples.

TMR offers a package of employee communications services designed to ensure that employees are well-informed and engaged with their benefits. Our standard package includes:

Customized Benefit Booklets: We create customized benefit booklets containing all relevant plan documents, compliance information, and contact details for TMR. These booklets are tailored to the specific needs of each client and provide employees with a comprehensive overview of their benefits. These booklets are dispersed physically and digitally.

Document Resource Library: Our package includes access to the Zywave HR document library, a comprehensive resource for HR professionals. This library contains a wide range of documents, templates, and resources related to employee benefits, compliance, and HR best practices. HR professionals and TMR can easily distribute documents and communications to employees via email, ensuring timely and efficient dissemination of information.

Open Enrollment Materials: Detailed guides and brochures outlining benefit options, plan changes, and enrollment instructions.

Benefit Summaries: Clear and concise summaries of all available benefits, including health, dental, vision, and retirement plans.

Educational Meetings and Webinars: Regularly scheduled sessions to explain benefits, answer questions, and provide updates on any changes.

Newsletters: Periodic newsletters to keep employees informed about benefit-related news, wellness tips, and important deadlines.

| _ |
|---|

Follow-Up Actions: Helping clients develop and implement action plans based on survey and focus group findings. This ensures that employee feedback is addressed and leads to meaningful improvements.

These services ensure that clients can effectively capture and act on employee feedback, leading to higher satisfaction and more effective benefit programs.

54. Describe services you provide to assist with benefits benchmarking.

TMR offers a comprehensive suite of services to assist clients with benefits benchmarking. These services ensure that clients' benefit programs are competitive and aligned with industry standards. Our approach includes leveraging data from industry-leading sources such as Truven Health Analytics and the Kaiser Family Foundation, which collectively analyze hundreds of billions of dollars in claims annually.

Data Collection and Analysis: We gather extensive data on current benefit plans, including plan design, cost, and utilization. This data is meticulously analyzed to identify trends and areas for improvement.

Industry Comparison: Utilizing tools such as Truven Health Analytics and resources from the Kaiser Family Foundation, we compare clients' benefit plans against those offered by similar organizations within the same industry and geographic region.

Customized Benchmarking Reports: We create detailed benchmarking reports that highlight how clients' benefit plans measure up against industry standards. These reports provide comparisons on various aspects, such as premiums, out-of-pocket costs, coverage levels, and employee satisfaction.

Actionable Recommendations: Based on the benchmarking analysis, we offer tailored recommendations to help clients enhance their benefit offerings. This may include adjustments to plan design, cost-sharing strategies, or the introduction of new benefits.

Trend Analysis: We keep clients informed about emerging trends in employee benefits, enabling them to stay ahead of the curve and maintain a competitive edge in attracting and retaining talent.

Ongoing Monitoring and Updates: We provide continuous monitoring and periodic updates to ensure that clients' benefit plans remain competitive over time. This includes annual reviews and adjustments based on the latest industry data.

By referencing extensive data from Truven Health Analytics and the Kaiser Family Foundation, we ensure our clients have access to the most accurate and comprehensive benchmarking information available, enabling them to offer attractive and competitive benefit packages.

| Company Name: | | | |
|-----------------|--|--|--|
| company manner_ | | | |

Through these comprehensive support services, TMR ensures that our clients are well-equipped to manage their benefits programs effectively and stay ahead in their professional roles.

56. Does your firm provide general Human Resources consulting services and/or support?

Yes, TMR provides general Human Resources consulting services and support. In addition to our extensive benefits consulting services, we have enhanced our HR capabilities by purchasing HR Hotline, which includes a team of over 8 SHRM-certified HR consultants. These experienced professionals are available to assist clients with a wide range of HR-related issues, ensuring comprehensive support for their human resources needs. Our HR consulting services include compliance assistance, employee relations, policy development, training, and more, providing our clients with expert guidance and solutions to their HR challenges.

57. Does your firm offer actuarial services? If yes, are the services done by an internal or external resource? If external, please identify the resource.

Yes, TMR & Associates offers actuarial services. These services are provided through an external resource, Barclay Financial. We incur all expenses related to these actuarial services to ensure that our clients receive precise and reliable actuarial analysis and support. This partnership allows us to leverage Barclay Financial expertise in actuarial science to provide comprehensive and accurate financial assessments for our clients' employee benefits programs.

58. Describe any additional services offered by your company that may be of interest to the City of Warren.

TMR & Associates provides a range of additional services that may be of interest to the City of Warren:

Analytical Review and Ad Hoc Reporting:

Carrier Negotiations:

TMR routinely conducts a thorough review of a client's current plan designs, carriers, funding structure, and claims analysis. This includes semi-annual reports on medical and prescription drug utilization and trends. The financial analysis enables us to identify opportunities in rate development.

Funding Review and Recommendations (self-funding, insured, hybrid):

TMR generally advocates for self-funding, but we acknowledge its suitability for each organization varies. We provide a thorough review of the advantages and disadvantages of self-funding, insured plans, and hybrid models, considering factors like reduced overhead costs, state premium tax savings, employer control, and improved cash flow.

| Camer regonations. | | |
|--------------------|--|--|
| ompany Name: | | |

RFPs:

The agency has a proven track record in crafting and responding to Requests for Proposals (RFPs), ensuring that municipalities receive competitive and comprehensive insurance and benefit proposals.

Funding Reviews and Recommendations:

TMR conducts thorough funding reviews and provides tailored recommendations, guiding municipalities in choosing between self-funding, insured, or hybrid models based on their unique financial and operational considerations.

Employee/Retiree Communications:

The agency prioritizes effective communication strategies, ensuring clear and transparent communication with both current employees and retirees regarding their benefits and insurance coverage.

Federal Compliance Assistance:

TMR is well-versed in federal compliance requirements, providing municipalities with expert assistance to navigate complex regulations and stay in compliance with changing healthcare laws.

Carrier Negotiations:

The agency has a strong history of successful negotiations with insurance carriers, securing favorable terms and rates for municipalities.

Pharmacy Initiatives:

TMR implements strategic pharmacy initiatives to control costs and optimize prescription drug benefits for municipal employees. These initiatives include step therapy and prior authorization. In addition, we recognize the significant increase in prescription drug cost, particularly the GLP-1 drugs, which have become extremely popular in recent years.

Ancillary Services:

Our agency offers a comprehensive suite of ancillary services, including dental, vision, life, disability, FSA, COBRA, FMLA, and voluntary benefits, tailored to the needs of Michigan municipalities.

59. What services do you believe should be performed by an agent for an account like the City of Warren? If your firm is selected, what would your suggested service plan be?

As the current agent for the City of Warren, TMR & Associates understands the specific needs and challenges faced by the City. We recommend an ample range of services to ensure effective management and optimization of the employee benefits program. Our suggested service plan focuses on cost management, compliance, employee engagement, and overall program efficiency.

| Company Name: _ | |
|-----------------|--|
| | |

HR Consulting Services:

- Offer general HR consulting through our HR Hotline, supported by over 8 SHRMcertified HR consultants.
- Assist with compliance, employee relations, policy development, and training.

Utilization of Technology:

- Implement the Employee Navigator platform to streamline benefits administration and communication.
- Utilize the platform's features for notifications, document storage, and easy access to benefits information.

Retirement Plan Consulting:

• Offer consulting services for retirement plans, including plan design, compliance, fiduciary guidance, and employee education.

Suggested Service Plan:

Quarterly Review Meetings:

- Schedule regular meetings to review claims data, plan performance, high-cost claimants, and compliance updates.
- Discuss strategic planning and any necessary adjustments to benefit plans.

Annual Benefits Review and Benchmarking:

- Conduct a thorough annual review of all benefit plans, including benchmarking against industry standards.
- Provide recommendations for plan adjustments to ensure competitiveness and costeffectiveness.

Employee Education Initiatives:

- Schedule educational sessions throughout the year to keep employees informed about their benefits and any changes.
- Distribute regular newsletters and updates to maintain clear communication.

Wellness Program Implementation:

- Launch and manage wellness programs tailored to the needs of City employees.
- Monitor program participation and outcomes to ensure effectiveness.

HR and Compliance Support:

- Provide ongoing HR consulting services and compliance support through our HR Hotline.
- Ensure all benefit plans remain compliant with current regulations.

analysis will consider factors such as anticipated participation rates, potential healthcare cost savings, productivity improvements, and employee satisfaction.

Vendor Selection and Implementation Plan:

Based on the findings from the analysis meetings and cost-benefit analysis, we will collaborate with the HR department of the City to select the most suitable wellness vendors. We will then assist in developing an implementation plan, including timelines, resource allocation, communication strategies, and success metrics.

In addition to the researched vendors, we have recently partnered with WEconnect, a mental health and substance abuse program that offers unlimited peer-to-peer support. We will introduce this partnership to the City as an additional mental health initiative option, providing information on the program's features, benefits, and potential impact on employee well-being.

Overall, our approach aims to provide the City of Warren with a thorough and well-informed assessment of potential wellness initiatives, enabling them to make confident decisions that align with their organizational objectives and support the health and well-being of their employees.

61. Describe any programs that you provide to your clients that foster employee wellness.

TMR offers a variety of programs designed to foster employee wellness and promote a healthier, more engaged workforce. Our programs include:

Customized Wellness Programs: Tailored wellness initiatives that address the specific health needs and goals of the organization's employees. Examples include fitness challenges, weight management programs, and smoking cessation support.

Health Screenings and Biometric Assessments: On-site health screenings and biometric assessments to identify health risks and provide personalized health information. Use of data from these assessments to guide and tailor wellness initiatives.

Educational Workshops and Seminars: Workshops and seminars covering a wide range of health and wellness topics, such as nutrition, exercise, mental health, stress management, and chronic disease prevention. Access to online resources including webinars, articles, and self-assessment tools.

Fitness and Physical Activity Programs: Organization of fitness challenges, group exercise classes, and recreational sports leagues. Partnerships with local gyms and fitness centers to offer discounted memberships and special classes.

| Company Name: | |
|-----------------|--|
| Company Marrier | |

Furthermore, we assist in the preparation and submission of required documentation and filings, helping clients navigate the complexities of compliance reporting. Through ongoing consultation and support, we ensure that our clients' employee benefits programs adhere to all applicable legal requirements, minimizing risk and ensuring peace of mind.

63. How does your firm assist clients with HIPAA compliance?

TMR is committed to ensuring that our clients maintain full compliance with the Health Insurance Portability and Accountability Act (HIPAA). Our approach includes several key components to assist clients with their HIPAA compliance efforts:

Policy and Procedure Development:

- We help clients develop and implement comprehensive HIPAA policies and procedures tailored to their specific operations and needs.
- These policies cover all aspects of HIPAA compliance, including privacy, security, and breach notification requirements.

Training and Education:

- We provide ongoing training and education for our clients' employees to ensure they understand HIPAA requirements and their roles in maintaining compliance.
- Training sessions include topics such as safeguarding Protected Health Information (PHI), recognizing potential breaches, and proper data handling practices.

Risk Assessments:

- We conduct thorough risk assessments to identify potential vulnerabilities in our clients' data handling and storage processes.
- These assessments help clients understand where their risks lie and what measures need to be implemented to mitigate them.

Compliance Audits:

- We perform regular compliance audits to ensure that our clients' policies, procedures, and practices align with HIPAA requirements.
- These audits involve reviewing documentation, interviewing staff, and testing systems to verify compliance.

Incident Response Planning:

- We assist clients in developing and implementing incident response plans to effectively manage and respond to any potential data breaches.
- This includes establishing protocols for breach notification, mitigation, and remediation.

| Company Name: | | |
|---------------|--|--|
|---------------|--|--|

At TMR & Associates, we employ a multifaceted approach to disseminate information about current trends and legislation to ensure our clients stay informed and compliant. Our methods include a combination of digital communications, direct access resources, and personalized support. Here are the key components of our approach:

Bi-Weekly Emails to HR

Regular Updates: We send bi-weekly emails to HR departments containing updates on the latest trends, regulatory changes, and industry news. These emails provide concise summaries and actionable insights to help HR professionals stay informed and proactive.

Example: When the Affordable Care Act (ACA) introduced new reporting requirements, our bi-weekly emails provided detailed guidance on compliance steps, deadlines, and best practices for accurate reporting.

Access to HR Document Library

Comprehensive Resource: We maintain an extensive online HR document library that clients can access at any time. This library includes templates, regulatory updates, best practice guides, and detailed explanations of complex legislation.

Example: During changes to FMLA regulations, our document library was updated with new policy templates, compliance checklists, and FAQs to assist clients in implementing necessary adjustments.

HR Hotline

Direct Support: We offer an HR hotline where clients can call or email our team of experts with specific questions or concerns about current trends and legislative changes. This direct line ensures timely and accurate responses to pressing issues.

Example: When new HIPAA compliance rules were enacted, our HR hotline provided immediate support to clients seeking clarification on how the changes impacted their policies and procedures.

In-Person Meetings

Personalized Engagement: We conduct regular in-person meetings with clients to discuss current trends, legislative updates, and strategic implications for their benefits programs. These meetings provide an opportunity for in-depth discussions and tailored advice.

Example: Ahead of significant changes in healthcare reform, we scheduled in-person meetings with key clients to discuss the potential impact, strategic adjustments, and to answer any specific questions they had.

Webinars and Seminars

Educational Events: We host webinars and seminars on relevant topics, featuring expert speakers and detailed presentations on new legislation and industry trends. These events are designed to provide comprehensive insights and practical guidance.

Example: Following the introduction of the Paid Sick Leave Act, we organized a webinar that walked clients through the new requirements, implementation strategies, and compliance tips.

| Company Name: | | |
|----------------|--|--|
| Company manne. | | |

Client-Centric Approach: Our primary commitment is to our clients. We ensure that any compensation received from insurers does not influence our recommendations or the placement of insurance programs. Our decisions are based solely on what is best for our clients' needs and objectives.

Transparency: We believe in full disclosure of any contingency or override compensation received. We openly communicate these arrangements with our clients to maintain trust and ensure they are fully informed about our compensation structure.

Ethical Standards: We adhere to the highest ethical standards in the industry. Accepting contingency or override compensation is done in a manner that aligns with regulatory requirements and industry best practices, ensuring there is no conflict of interest.

By adhering to these principles, TMR & Associates ensures that our clients receive unbiased, transparent, and ethical service in the placement of their insurance programs.

- 72. Based on the information provided and the services requested, what is your proposed annual fee? Please make certain to identify any services mentioned in your proposal that are not included in your proposed fee (services that would be an additional expense).
 - TMR & Associates proposes an annual fee of \$120,000, which includes all services and technology solutions outlined in this RFP. This comprehensive fee covers every aspect of our proposed services, ensuring there are no additional expenses for the City of Warren. Additionally, this fee will be offset by any commissions received from insurance products.
- 73. List your price for furnishing ACA Reporting Determination and Mailing of 1095 forms each year.
 - TMR & Associates will incur the cost for furnishing the ACA Reporting Determination as well as printing and mailing the 1095 forms every year.

| Company Name: | |
|---------------|--|
|---------------|--|



State of Michigan Department of Insurance and Financial Services

The licensee has fulfilled the requirements of Public Act 218 of 1956 as amended. This license is granted by the Director of the Department of insurance and Financial Services to engage in the business of insurance as stated on this license, subject to all applicable laws, regulations and rules.

SYSTEM ID: 0010648

LICENSE: Resident Producer

NPN: 962481

EFFECTIVE: 11-10-1993.

T.M.R. & ASSOCIATES, INC. 601 ABBOTT ST. DETROIT, MI 48226

QUALIFICATIONS Accident and Health 11-10-1993 Casualty. 08-30-2023 Life 11-10-1993 08-30-2023 Property Variable Annuities 04-04-2008

Business Entity must retain an active Designated Responsible Licensed Producer (DRLP) at all times to continue this license. Failure to do so will cause inactivation of the license.

> Report name, address, contact information, Branch registration, DRLP, and affiliate changes at: www.michigan.gov/ILOS.

For additional licensing information, access the Insurance Licensing web page from DIFS main web page at www.michigan.gov/difs, then click Licensing-Insurance in the column on the left.



CERTIFICATE OF INSURANCE

NOTICE: This insurance provides professional liability (E&O) insurance coverage for properly licensed insurance agencies and contains claims-made and reported coverage. Except as may be otherwise provided herein, the coverage provided by the Policy is limited to claims that are first made against the Insured and reported to the Company while the insurance is in force or applicable Extended Reporting Period. Defense costs are provided within the limits of liability. Please read and review the insurance carefully and discuss the coverage with your agent. Please note that this certificate of insurance is a summary of coverage and the certificate does not amend, extend, or alter the coverage afforded by the insurance policy, and coverage is subject to all of the terms, conditions and exclusions of the policy. In the instance of any conflict, the insurance language contained in the policy will prevail and control.

NAMED INSURED:

TMR & ASSOCIATES INC 601 ABBOTT ST

DETROIT, MI 48226

PRODUCER:

JASON ROGERS CA LICENSE #: 0K64122 GALLAGHER AFFINITY 8430 ENTERPRISE CIRCLE, STE 200 LAKEWOOD RANCH, FL 34202

COMPANY AFFORDING COVERAGE: BCS INSURANCE CO.

COVERAGE: THIS IS TO CERTIFY THAT THE INSURED LISTED ABOVE IS COVERED UNDER THE POLICY OF INSURANCE LISTED BELOW, FOR THE CERTIFICATE PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

| Policy Number | Certifica | ate Period | Limits of Liability: Each Claim | Limits of Liability: Aggregate |
|--|----------------------|--------------------|---------------------------------|--------------------------------|
| AEO29231 | 7/1/2024 | 7/1/2025 | \$1,000,000 | \$2,000,000 |
| COVERAGE: | | | RETENTION AMOUNT: | Each Claim |
| Blue Cross Blue Shiel | d products | | \$1,000 | 10 |
| All other products and | mutual Funds | | \$2,500 | |
| | | | | |
| | | | | |
| | | | | |
| NOTICE OF CLAIMS: Attn: BCS Insurance Co. 2 Mid America Plaza, Su Oakbrook Terrace, IL, 60 or via email: BCSclaims | ite 200 0181-4712 | ent | SPECIAL PROVISIONS: | |
| Named Insured's Endors | sements attached | at Certificate Inc | eption: | |
| DATE: 6/11/2024 | | Authorized Represe | BY Jack | |

This policy provides coverage for services rendered as a licensed Life, Accident and Health Insurance Agent, General Agent, or Broker; or as a registered representative in the sale and servicing of mutual funds through a NASD registered broker/dealer organization. Coverage extends to W2 employees, owners, partners, executives, officers, directors or stockholders, but solely while acting within the scope of his or her duties as such. Coverage under this policy is in force only if the insured agency is actually appointed with the sponsoring company as of the coverage effective date. If the insured agency's contract terminates with the sponsoring company, coverage ceases immediately for any new business. Please contact Gallagher Affinity for details of the E.R.P. For full policy details, visit www.bcs-eo.com



MARK MUELLER

President / Project Manager

(313-963-1135



www.tmrandassoc.com

601 Abbott St, Detroit, MI 48226

EDUCATION

Licensed Insurance Consultant Health & life Producer

Property & Casualty

License

Medicare Certification

EXPERTISE

Collective Bargaining

P.A. 152 Compliant Solutions

Retiree Benefit Solutions

Self-Funding Solutions

Experience

1993- Present at TMR & Assocaites

Responsibilities

As the sole owner of TMR & Associates, Inc., Mark works closely with his team and the client to align insurance plans that fit their current objectives and future goals. He oversees the effective implementation of health/prescription, ancillary, and worksite insurance plans his team delivers and supports. He provides leadership and experience to his dedicated team and ensures that the programs recommended and instituted are optimal for the client.

Professional Experience

With over 35 years of experience in the insurance industry, Mark Mueller specializes in innovative plan design and effective employee benefit communications. Mark has vast experience in negotiating with carriers on behalf of his clients. Because of his long-term standing in the industry and sterling reputation, he can secure the most favorable outcomes regarding service, renewal, and plan design. Mark's expertise lies in the public/municipal sector, educational entities, and collective bargaining units.

Credentials/Education

Mark has worked in the insurance industry for over 35 years. His sole ownership of TMR has been over 25 years. Mark has an embedded understanding and appreciation for the challenges and opportunities in Southeast Michigan.

Mark maintains a Michigan Life, Accident, and Health Insurance License, is a Licensed Insurance Consultant and holds a Michigan Property and Casualty License.





MICHAEL MUELLER

VP, Director of Operations

(313-963-1135

Michaelmueller@tmrandassoc.com

www.tmrandassoc.com

601 Abbott St, Detroit, MI 48226

EDUCATION

Licensed Insurance Consultant

Health & life Producer

Property & Casualty License

Registered Employee Benefits Consultant

EXPERTISE

P.A. 152 Compliance

Alternative Funding Solutions

Strategic Planning

New Plan Implementation

Experience

2009- Present at TMR & Assocaites

Responsibilities

As the Director of Operations with TMR, Michael manages the daily activities of TMR & Associates by overseeing several departments. He is responsible for making recommendations and directing actions across our agency while managing our book of business.

Professional Experience

Michael works with his team of insurance professionals and insurance vendors to develop and implement employee/retiree benefit programs that best fit the client's values and financial strategies. Michael is an expert in benefit and prescription drug design. He uses extensive analysis to provide data driven solutions and effective implementation. Michael oversees the production of client medical and prescription drug claim reports to assist clients with care management and cost avoidance.

Credentials/Education

Michael is a 2008 graduate from Wayne State University with a bachelor's degree in business marketing. During his tenure at Wayne State University, his focus was on Marketing, Finance and Risk Management. During his senior year in college, he worked as an intern at TMR & Associates before joining as a full-time employee in 2009.

Michael holds a Michigan Life, Accident, and Health Insurance License as well as a Michigan Property and Casualty license. In addition, Michael is an Insurance Consultant and a Registered





CATHY LOWELL

Account Service Specialist

313-963-1135

- Lowell@tmrandassoc.com
- www.tmrandassoc.com
- 601 Abbott St, Detroit, MI 48226

EDUCATION

CMS Medicare Sales Agent
Certification in EMVP &
EMCS

EXPERTISE

Claims Resolution

Enrollment Support

Dependent Audit

Administrative Support

Experience

2000- Present at TMR & Assocaites

Responsibilities

Cathy is dedicated to the proposition that there is always a solution and will work diligently with all parties to resolve issues and answer questions. As the primary contact between the Client, the Carrier, and the Consultant, Cathy will ensure effective communication and results. Cathy's function as the primary customer service contact for claims, billing, error resolution, and general information is supported by years of relationship building with all carriers and years in the insurance industry.

Professional Experience

Most of Cathy's decades of Insurance industry experience have been in administrative and human resources functions in the public sector. Cathy is also one of the original employees of TMR & Associates.

Credentials/Education

Cathy attended The University of Michigan and has been a licensed Michigan insurance agent for over 30 years. Cathy maintains a Michigan Life, Accident, and Health Insurance License.







March 2024

Comparing Embedded and Nonembedded Deductibles



One of the concepts of health insurance that is essential to grasp is how your deductible works. There are two basic types of deductibles for family coverage, and knowing which one you have and how it works can help you plan for out-of-pocket health care expenses.

Consider the following differences between these deductibles:

- **Embedded deductible**—Embedded deductibles have two components: the individual deductibles for each family member and the family deductible. When a family member meets their individual deductible, insurance will begin paying according to the plan's coverage. If only one person meets an individual deductible, the rest of the family still has to pay their deductibles.
- **Nonembedded deductible**—With a nonembedded, or aggregate, deductible, there is only a family deductible. All family members' out-of-pocket expenses count toward the family deductible until it is met, and then they are all covered with the health plan's usual copays or coinsurance.

Understanding your deductible can help you plan and save for your family's medical expenses. Speak to HR if you have any questions.

5 Questions to Ask Your Doctor

Patients often accept their doctors' advice without truly understanding alternative treatments and the differences—if any—in cost and effectiveness among those alternatives. Asking questions can help you decide what treatment plan is best for your health and wallet.

Asking these five questions may help maximize your health care dollars:

- 1. Why is this treatment necessary?
- 2. How much will my treatment cost?
- 3. Can I be treated another way that is equally effective but less costly?
- 4. What is this treatment's current procedural terminology (or CPT) code so I can price shop this procedure?
- 5. What can I do to improve my condition?

It's also appropriate to ask your doctor questions about prescribed medications with regard to dosage, generics and alternatives.

DO YOU KNOW YOUR DIABETES RISK?

Through lifestyle changes—such as weight loss, healthy eating and exercise—it is possible for those at high risk for developing Type 2 diabetes to delay or prevent its onset.

Take the time to answer these simple questions to find out if you are at a high risk for developing diabetes.

To determine your level of risk, add the number of points in the parenthesis for every 'Yes' answer.

- 1. Do you have a parent with diabetes? (+1)
- 2. Do you have a sibling with diabetes? (+1)
- 3. Are you a woman who has ever given birth to a baby weighing over 9 pounds? (+1)
- 4. According to the chart below, do you weigh too much for your height? (+5)
- 5. Are you younger than 65, but get little to no daily exercise? (+5)
- 6. Are you between 45 and 65 years of age? (+5)
- 7. Are you 65 or older? (+9)

If you accumulated 10 or more points you could have a significant risk of developing prediabetes, a precursor to diabetes marked by higher than normal blood sugar levels. It is important that you speak with your health care provider about your unique medical situation so you can begin taking preventative steps.

Height Weight

| 4'10" | | | | | | | | | | | | | | | | | | |
|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 128 | 132 | 137 | 142 | 146 | 151 | 156 | 161 | 166 | 171 | 176 | 181 | 187 | 192 | 198 | 203 | 209 | 215 | 220 |

Provided by: TMR & Associates, Inc.

601 Abbott

Detroit, MI 48226

Tel: 313-963-1135





Compliance Overview

Brought to you by: TMR & Associates, Inc.

Employee Benefits Compliance Checklist for Large Employers

Federal law imposes numerous requirements on the group health coverage that employers provide to their employees. Many federal compliance laws apply to all group health plans, regardless of the size of the sponsoring employer. However, there are some additional requirements for large employers.

Unlike smaller employers, large employers must comply with the Affordable Care Act's (ACA) employer shared responsibility rules, the ACA's Form W-2 reporting rules and the Family and Medical Leave Act's (FMLA) requirements.

Federal laws regarding group health plans do not have a consistent definition of "large employer." However, for purposes of this article, a large employer is generally one with **50 or more employees** (unless indicated otherwise). This Compliance Overview provides a checklist for employee benefit laws applicable to large employers.

Links and Resources

- The Department of Labor's (DOL) Health Plans and Benefits webpage
- The Center for Medicare & Medicaid Services' (CMS) Transparency in Coverage webpage
- The DOL's Reporting and Disclosure Guide for Employee Benefit Plans
- Family and Medical Leave Act Employer Guide, a DOL resource

All Employers

- The ACA's market reforms
- HIPAA portability, privacy and security rules
- Medicare Part D creditable coverage disclosures
- Mental health parity
- Minimum hospital stays for newborns and mothers
- Transparency in coverage requirements

Large Employers

- The ACA's employer shared responsibility rules for ALEs
- Section 6056 reporting for ALEs
- FMLA
- Form W-2 reporting (cost of coverage)

Affordable Care Act (ACA)

Health Coverage Requirements

The ACA's market reforms apply to health plans and health insurance issuers, with narrow exceptions for certain types of plans (for example, retiree medical plans). The following checklist provides a high-level overview of key ACA market reforms that apply to large employer plans:

- No annual or lifetime dollar limits on essential health benefits (EHB)—Applies to all health plans.
- Out-of-pocket maximums on EHB cannot exceed certain limits—Applies to all non-grandfathered health plans.

Sections 6055 and 6056 Reporting

The ACA requires ALEs to report information to the Internal Revenue Service (IRS) and to full-time employees regarding the employer-sponsored health coverage. The IRS uses the information that ALEs report to verify employer-sponsored coverage and to administer the employer shared responsibility provisions. This reporting requirement is found in Section 6056 of the Internal Revenue Code (Code).

In addition, the ACA requires every health insurance issuer, sponsor of a self-insured health plan, government agency that administers government-sponsored health insurance programs and any other entity that provides minimum essential coverage to file an annual return with the IRS reporting information for each individual who is provided with this coverage. Related statements must also be provided to individuals. This reporting requirement is found in Code Section 6055.

Returns must be filed electronically with the IRS by March 31 (or Feb. 28, if filed on paper) of the year after the calendar year to which the returns relate. Beginning in 2024, most employers that are subject to ACA reporting must file their returns electronically. Written statements must be provided to employees no later than **30 days from Jan. 31** of the year following the calendar year in which coverage was provided.

| ALEs that sponsor self-insured plans | ALEs that sponsor insured plans (or no health plan) | Non-ALEs that sponsor self-insured plans | Non-ALEs that sponsor insured plans (or no health plan) | |
|--|---|--|---|--|
| Must report: | | | in atmosphication of the state | |
| (1) Information under Section 6055 about health coverage provided; and | Must report information under Section 6056. These employers are not required to | Must report information under Section 6055. These employers are not required to report under | These employers are not required to report under either Section 6055 or Section 6056. | |
| (2) Information under Section 6056 about offers of health coverage. | report under Section 6055. | Section 6056. | | |

COBRA

COBRA applies to employers that had **20 or more employees** on more than 50% of the typical business days during the previous calendar year. COBRA requires employers to provide eligible employees and their dependents who would otherwise lose group health coverage as a result of a qualifying event with an opportunity to continue group health coverage.

COBRA includes a number of notice/disclosure requirements.

The following COBRA notices are required to be provided in certain situations:

- Initial/General COBRA Notice—Plan administrator must generally provide an explanation of COBRA coverage and rights within 90 days of when group health plan coverage begins.
- Notice to Plan Administrator
 Employer must notify the plan administrator of certain qualifying events, such as an employee's termination or reduction in hours, an employee's death, an employee's Medicare entitlement and the employer's bankruptcy. The notice must be provided within 30 days of the qualifying event or the date coverage would be lost as a result of the qualifying event, whichever is later.
- **COBRA Election Notice**—Plan administrator must generally provide the COBRA election notice within 14 days after being notified of the qualifying event (or 44 days after the qualifying event if the employer is the plan administrator).
- **Notice of Unavailability of COBRA**—If an individual is not eligible for COBRA, the plan administrator must generally provide a notice of COBRA unavailability within 14 days after being notified of the qualifying event (or 44 days after the qualifying event if the employer is the plan administrator).
- Notice of Early Termination of COBRA—Plan administrator must provide an early termination notice as soon as
 practicable following the determination that COBRA coverage will terminate earlier than the end of the maximum
 coverage period.
- **Notice of Insufficient Payment**—Plan administrator must notify a qualified beneficiary that the COBRA payment was not significantly less than the correct amount before coverage is terminated for nonpayment.
- Premium Change Notice—Plan administrator should provide a notice of premium increase at least one month prior to

GINA applies generally to group health plans, and prohibits the improper collection, use or disclosure of genetic information by employers and health plans. GINA generally prohibits group health plans and health insurance issuers from: (1) adjusting group premium or contribution amounts on the basis of genetic information; (2) requesting or requiring an individual or an individual's family members to undergo a genetic test; and (3) Collecting genetic information, either for underwriting purposes or prior to or in connection with enrollment.

GINA requires the following notices/disclosures, which generally apply to employers with 15 or more employees:

- Whenever an applicant or employee is sent for a medical examination, covered employers must inform health care
 providers not to collect genetic information, including family medical history, as part of the employment-related medical
 examination.
- An additional "warning" is required when requests for health-related information are made (e.g., to support an
 employee's request for reasonable accommodation or a request for sick leave), but only if the request for medical
 documentation is made in a way that is likely to result in receipt of genetic information.

HIPAA Portability

HIPAA's portability rules apply to group health plans and health insurance issuers, unless an exception applies. Plans with fewer than two participants who are current employees (for example, retiree health plans) are exempt. HIPAA's portability rules are designed to help individuals transition from one source of health coverage to another. HIPAA's portability provisions prohibit discrimination based on health status and provide for special enrollment opportunities.

- Notice of Special Enrollment Rights—Plans and issuers must provide the special enrollment rights notice at or before the time an employee is initially offered the opportunity to enroll in the plan.
- Notice of Alternative Wellness Program Standard
 —Group health plans and issuers that offer health-contingent
 wellness programs must disclose the availability of an alternative standard to receive a reward under the wellness
 program. This disclosure must be included in all materials that describe the wellness program.

HIPAA Privacy and Security

The HIPAA Privacy and Security Rules apply to health plans, health care clearinghouses and health care providers that transmit health information electronically (covered entities), unless an exception exists. The rules also apply to business associates (service providers to covered entities) that use protected health information (PHI). A self-funded health plan with fewer than 50 participants that is administered by the employer that established and maintains the plan is exempt.

The HIPAA Privacy Rule governs the use and disclosure of an individual's PHI. The HIPAA Security Rule creates standards with respect to the protection of electronic PHI. The HIPAA Privacy and Security Rules require the following notices/disclosures:

- Notice of Privacy Practices—Plans and issuers must provide a Notice of Privacy Practices when a participant enrolls,
 upon request and within 60 days of a material revision. At least once every three years, participants must be notified about
 the notice's availability.
- Notice of Breach of Unsecured PHI—Covered entities and their business associates must provide notification following a
 breach of unsecured PHI without unreasonable delay and in no case later than 60 days following the discovery of the
 breach.

Special Rules for Fully Insured Plans

The plan sponsor of a fully insured health plan has limited responsibilities with respect to the Notice of Privacy Practices. The extent of its limited responsibilities depends on whether the plan sponsor has access to PHI for plan administration purposes.

- If the sponsor of a fully insured plan has access to PHI for plan administrative functions, it is required to maintain a Privacy Notice and to provide the notice upon request.
- If the sponsor of a fully insured plan does not have access to PHI for plan administrative functions, it is not required to maintain or provide a Privacy Notice.

A plan sponsor's access to enrollment information, summary health information and PHI that is released pursuant to a HIPAA authorization does not qualify as having access to PHI for plan administration purposes.

The NMHPA applies to group health plans that provide maternity or newborn infant coverage. Under the NMHPA, group health plans may not restrict mothers' and newborns' benefits for hospital stays to less than 48 hours following a vaginal delivery and 96 hours following a delivery by cesarean section. The plan's SPD must include a statement describing the NMHPA's protections for mothers and newborns.

Women's Health and Cancer Rights Act (WHCRA)

The WHCRA applies to group health plans that provide coverage for mastectomy benefits. Plans with fewer than two participants who are current employees (for example, retiree health plans) are exempt. The WHCRA requires health plans that provide medical and surgical benefits for a mastectomy to also cover:

- All stages of reconstruction of the breast on which a mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and physical complications of mastectomy, including lymphedemas.

Plans and issuers must report information on prescription drugs and health care spending to the Departments. This reporting process is referred to as the "prescription drug data collection" (or "RxDC report"), and was initially required to be submitted by Dec. 27, 2022. However, the Departments provided a submission grace period, through Jan. 31, 2023, for plans and issuers that make good faith efforts to submit 2020 and 2021 data. Subsequent RxDC reports are due by June 1 of each year, covering date for thepreceding year.

Prohibition on Gag Clauses

Plans and issuers cannot enter into contracts with providers, TPAs or other service providers that would restrict the plan or issuer from providing, accessing or sharing certain information about provider price and quality and deidentified claims. Plans and issuers must annually submit an attestation of compliance with these requirements. According to <u>FAQs</u> issued by the Departments, health plans and issuers must submit their first attestation of compliance with the prohibition on gag clauses by **Dec. 31, 2023**, covering the period beginning Dec. 27, 2020, through the date of attestation. Subsequent attestations, covering the period since the last attestation, are due by Dec. 31 of each following year.

Transparency in Coverage Requirements (Special Enforcement Policies)

While technically in effect, special enforcement policies apply to the following provisions pending further guidance by the Departments. According to a <u>series of FAQs</u> issued on Aug. 20, 2021, until further guidance is issued, **plans are expected to implement these requirements using a good faith, reasonable interpretation of the law**.

Continuity of Care

Plans and issuers must provide continuity of care to qualifying covered individuals when terminations of certain contractual relationships result in changes in provider or facility network status.

Insurance Identification Cards

Plans and issuers must include on any physical or electronic ID card, any applicable deductibles and out-of-pocket maximum limitations, and a telephone number and website address for individuals to seek consumer assistance.

Accuracy of Provider Network Directories

Plans and issuers must maintain participating provider directories on a public website; regularly verify and update the directory information; and have a process in place for responding to requests for information about participating providers. If inaccurate information is provided, a covered individual cannot be required to pay more than in-network cost sharing.

This Compliance Overview is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice. ©2015-2023 Zywave, Inc. All rights reserved.

Mental Health Parity Compliance

MHPAEA generally prevents health plans and issuers that provide mental health and substance use disorder (MH/SUD) benefits from imposing less favorable benefit limitations on those benefits than on medical/surgical coverage. MHPAEA's parity requirements apply to health plans sponsored by employers with more than 50 employees. However, due to an ACA reform, insured health plans in the small group market must also comply with MHPAEA's parity requirements for MH/SUD benefits.

In recent years, the U.S. Department of Labor (DOL) has made MHPAEA compliance a **top enforcement priority**, with a primary focus being MHPAEA's parity requirements for nonquantitative treatment limitations (NQTLs). NQTLs are generally health plan provisions that impose nonnumerical limits on the scope or duration of benefits, such as prior authorization requirements, step therapy and provider reimbursement rates. MHPAEA requires health plans and issuers to conduct **comparative analyses** of the NQTLs used for medical/surgical benefits compared to MH/SUD benefits. These analyses must contain a detailed, written and reasoned explanation of the specific plan terms and practices at issue and include the basis for the plan's or issuer's conclusion that the NQTLs comply with MHPAEA. Plans and issuers must make their comparative analyses available to the federal government or applicable state authorities upon request.

In addition, a <u>proposed rule</u> was issued in August 2023 that, if finalized, would make extensive changes to MHPAEA's requirements, especially those for NQTLs. To evaluate parity, the proposed rule would require health plans and issuers to collect, evaluate and consider relevant data on access to MH/SUD coverage relative to access to medical/surgical coverage instead of relying on descriptions of coverage. The proposed rule would also impose a special rule for NQTLs related to network composition and establish additional standards for comparative analysis.

Considering the DOL's continuing MHPAEA enforcement efforts in 2024, employers should consider taking the following steps:

- Reach out to their issuers or TPAs to confirm that a comparative analysis has been completed for their health plan's NQTLs
 and that it is updated to reflect terms and coverage for 2024;
- Monitor any new legislation or regulatory guidance on MHPAEA compliance in 2024, including the issuance of a final rule;
- · Watch for warning signs of problematic NQTLs, such as fail-first protocols or written treatment plan requirements; and
- Consider MHPAEA's parity requirements before making any changes to the plan's coverage of medical/surgical benefits or MH/SUD benefits.

Preventive Care Benefits

The ACA requires non-grandfathered health plans and issuers to cover a broad range of preventive care services without charging copayments, coinsurance or deductibles when the services are delivered by in-network providers. The scope of this coverage mandate changes somewhat from year to year as preventive care guidelines are updated. To prepare for each upcoming plan year, health plans and issuers should update their first-dollar coverage of preventive care services to incorporate any new guidelines.

In addition to these routine updates, employers should be aware of recent developments that may impact their preventive care coverage for 2024 and beyond. These developments include:

- The end of certain coverage requirements related to the COVID-19 pandemic;
- · Ongoing litigation regarding a key part of the ACA's preventive care mandate; and
- Signals from the Biden administration that it may expand access to contraceptive coverage.

Coverage Changes Related to COVID-19

Because the COVID-19 public health emergency has ended, health plans are no longer required to cover COVID-19 diagnostic tests and related services without cost sharing. Health plans are still required to cover COVID-19 immunizations without cost sharing, but this coverage requirement can now be limited to in-network providers. Employers should determine how these changes impact their coverage of COVID-19 testing and immunizations for 2024 and make sure any coverage changes are communicated to plan participants.

Ongoing Litigation

In March 2023, the U.S. District Court for the Northern District of Texas <u>struck down</u> a key component of the ACA's preventive care mandate as unconstitutional. More specifically, the District Court ruled that preventive care coverage requirements based

Bipartisan legislation has been introduced in Congress that would make this telehealth exception permanent. However, the outlook for the proposed legislation is uncertain. Employers with HDHPs that offer no-deductible (or low-deductible) telehealth services should watch for developments and make any necessary changes to their health plan coverage going forward.

Other Potential Developments

Other legislative and regulatory developments are possible in 2024. These would impact health plan coverage in the future. For example, these developments may include:

- New state and federal oversight of PBMs to help control health care spending, such as requirements for applying drug
 discounts and rebates and prohibitions on spread pricing (which occurs when PBMs keep the difference between actual
 pharmacy charges and the higher negotiated payments from health plans);
- New state insurance coverage mandates for fully insured health plans, such as cost-sharing caps on insulin and mandated coverage requirements for fertility treatments, gender-affirming care, abortion-related services and substance use disorder treatment; and
- Changes to the HIPAA privacy and security rules, which may require updates to HIPAA policies, notices and business associate agreements.

LINKS AND RESOURCES

- Final rule lowering the threshold for electronic ACA reporting beginning in 2024
- Website for submitting prescription drug data collection (RxDC) report
- Proposed rule from August 2023 on MHPAEA compliance

Provided to you by TMR & Associates, Inc.

This Compliance Overview is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice. ©2023 Zywave, Inc. All rights reserved.

ADDENDUM TO GRANT WRITING SERVICES AGREEMENT

THIS Addendum is entered into this _____day of May, 2024, between GOVHR USA, LLC, a division of MGT of America Consulting, LLC ("GovHR"), with offices located at 4320 West Kennedy Boulevard, Tampa, Florida 33609, and the City of Warren ("City"), located at One City Square, Warren, Michigan 48093, collectively referred to herein as the "Parties."

1. On December 10, 2019, the City awarded RFP-W-9997 ("the Proposal") to GOVHR for

grant writing and administrative services.

2. Pursuant to the Proposal, the Parties entered into an agreement dated January 27, 2020, entitled, "Comprehensive Grant Writing and Administration Services Agreement" setting forth the general terms and conditions that will govern GovHR services to the City (the "Agreement").

 The Agreement provided for a commission-based fee arrangement for grant awards up to \$500,000.00, subject to negotiated changes in the fee for grants exceeding \$500,000.

 GOVHR will be requesting grants for certain capital improvement projects that are anticipated to yield an award of over several million dollars.

5. The Parties have agreed to an hourly rate to benefit the City for the grant, on terms

provided below.

THEREFORE, in consideration of the mutual promises of the parties as provided in this document, GOVHR, USA, LLC and the City of Warren agree as follows:

- The Agreement dated January 27, 2020, entitled, "Comprehensive Grant Writing and Administration Services Agreement" ("the Agreement") is incorporated by referenced and made a part of this Addendum.
- The Agreement is supplemented and amended as follows:
 - A. Section 2 of the Agreement relating to Scope of Services is supplemented to include the following:

GOVHR shall complete the grant application and materials for the grant commonly referred to as the Congressionally Directed Spending, for the City's review and approval. The services will include multi-party planning discussions, completion of federal forms, City Council resolutions, and submittal of a variety of letters of support; and any additional related services that may be desired such as seeking additional matching grants and/or administration of paperwork required after the application submittal and award. The Congressional Directed Spending Grant shall encompass, and be performed in priority of:

- a. Funding for an Environmentally-Advanced Wastewater Treatment Plant Incinerator Replacement;
- Funding for an Extension of the Innovate Mound Road Reconstruction to 8-Mile Road; and
- Funding for Halmich Park and Related Park and Recreation Capital Improvements.

B. Section 3 of the Agreement relating to Compensation shall be amended to provide for the following:

Services for the Congressional Directed Spending Grant will be compensated at an hourly rate of up to \$150.00 an hour, in lieu of the commission-based compensation. Such hourly rate will apply to the personal services of Ryan Cotton, and will be charged for the total maximum of 40 hours, unless otherwise authorized in advance by the City's Controller, or designee. Such hourly fee shall apply to any reporting or compliance report services provided in connection with the Congressional Directed Spending grant. In the future, grants exceeding \$500,000.00 will be subject to the lower of \$150.00 an hour under the terms of this Addendum or the commission-based fee structure.

The City will be invoiced upon submittal of the Congressionally Directed funding materials in mid-March 2024, and then monthly thereafter, if additional services are requested via email. GovHR will obtain prior written approval related to any expenses. Invoices will be submitted to Mark Knapp, Assistant Controller, at the address below, and will be paid due and payable within forty-five (45) days of receipt, subject to reasonable extensions should corrections be needed to the invoices.

Except as amended, the remaining provisions of Section 3, pertaining to Expense Reimbursements, and to Attendance to the extent services are not conducted virtually.

- C. In addition to the Confidentiality terms in Section 15 of the Agreement, each Party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential ("Confidential Information"). Confidential Information may be disclosed only to third parties on a need-to-know basis for the performance of Services, and who are bound by confidentiality obligations no less restrictive than those herein.
- D. Duration of the Agreement is clarified to provide for the initial term to end on January 26, 2025, subject to the additional five (5) one-year renewals.
- E. The Agreement shall include the following provisions:
- NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall
 unlawfully discriminate or permit discrimination against any person or group of persons
 in any matter prohibited by federal, state, or local laws in the performance of Services
 under the Agreement, including this Addendum.
- 4. NOTICES. All notices of an administrative nature in performance of services may be delivered to the other Party by e-mail to the Contact below, provided, however, notices of a legal nature shall be delivered via first-class mail and certified mall, return receipt requested, to the mailing addresses provided below.

To GovHR:

Name:

MGT of America Consulting, LLC

ATTN:

Legal Notice/Contracts Address: 4320 West Kennedy Blvd.

Tampa, FL 33609

Email:

contracts@mgtconsulting.com

To City:

Name:

City of Warren

ATTN:

Mark Knapp, Assistant Controller

Address: One City Square, Ste. 425

Warren, MI 48093

Email:

mknapp@cityofwarren.org

With a copy to:

City Clerk

One City Square, Ste. 205

Warren, MI 48093

- THIRD PARTY BENEFICIARIES. Nothing in this Agreement is intended or shall be 5. construed to confer upon any person or entity, other than the Parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.
- Upon Execution of this Addendum, GovHR will submit an updated insurance certificate 6. evidencing covering the types and limits in the Proposal and Agreement.
- Except as amended or supplemented, the remainder of the Agreement shall remain 7. unchanged and in effect for the services under the Agreement and to the Congressional Directed Spending services provided herein, retroactive to commencement of the Congressional Directed Spending Services.

IN WITNESS WHEREOF, the Parties hereto have executed this Services Agreement.

WITNESS:

CITY OF WARREN BY:

> Lori M. Stone Name:

Mayor Title:

WITNESS:

Print Name: Mary L. Hado

Name: Sohja Buffa

City Clerk Title:

WITNESS:

Digitally signed by John J. Carrozza Date: 2024.05.07 18:20:18 -04'00' John J. Carrozza

Print Name: John Carrozza

BY:

GOVHR USA, LLC, a Division of MGT OF AMERICA CONSULTING, LLC

Name: A. Trey Traviesa

Title:

Date:

ID 104694

Fw: Contract Assignment for Tree Grants

Craig Treppa <ctreppa@cityofwarren.org>

Thu 8/8/2024 2:04 PM

To:Mary Michaels <mmichaels@cityofwarren.org>

Cc:Anthony Casasanta <acasasanta@cityofwarren.org>;Ryan Cotton <rcotton@govhrusa.com>

Hello Mary.

Ryan Cotton, from GovHR, is working on a tree grant for Anthony Casasanta. GovHR's name and ownership has changed to MGT Consulting. Ryan needs to assign this contract to MGT Consulting so he can complete this work. The deadline for the grant submittal is the end of the month so Ryan and Anthony Casasanta are asking if this can be expedited.

If we have an assignment that we want them to use, please provide it. If you need an Assignment from MGT Consulting, then Judy Schmittgens would be the contact. The signatory on the Assignment will be A Trey Traviesa (see email chain below).

Craig J. Treppa Purchasing Agent City of Warren, Purchasing Division One City Square, Suite 425 Warren, MI 48093

Phone: 586-574-4636 Fax: 586-574-4614

Email: ctreppa@cityofwarren.org

www.cityofwarren.org

From: Ryan Cotton <rcotton@govhrusa.com>
Sent: Thursday, August 8, 2024 9:41 AM
To: Craig Treppa <ctreppa@cityofwarren.org>

Cc: Anthony Casasanta <acasasanta@cityofwarren.org>

Subject: Fw: Contract Assignment for Tree Grants

This Message Is From an External Sender

This message came from outside your organization.

Good Morning Craig, Left a voice mail on this today. See below as noted on my voice mail that explains the need for an assignment so I can complete the assignment requested by Anthony. Thanks!

Ryan Cotton

Cell/Text: 616-638-8910

Municipal Consultant

MGT Approved Independent **Executive Recruiter/Consultant**

(formerly known as GovHR USA)

From: Ryan Cotton < rcotton@govhrusa.com>

Sent: Monday, August 5, 2024 9:01 AM

To: Anthony Casasanta <acasasanta@cityofwarren.org>

Subject: Re: Contract Assignment for Tree Grants

Good Morning Anthony, Here is a detail I need to clean up... See the email from our contract's personnel below and my emphasis in red font, given that our name and ownership has changed... Should I talk with Craig in Purchasing today? If so, could you let him know I will be calling?

From: Judy Schmittgens < ischmittgens@mgtconsulting.com>

To: Mary Jacobs <mjacobs@govhrusa.com>

Mary and Ryan,

John agreed that we need to ask Warren for an assignment of the contract to MGT of America Consulting, LLC. Ryan, can you check with your contact there to see if they're agreeable to this, and also whether they have an Assignment that they want to use. If so, they should send to me and to contracts@mgtconsulting.com. Signatory on the Assignment will be A. Trey Traviesa, and if they need one for GovHR it would be me.

Thanks,

Judy Schmittgens Contracts Specialist 630 Dundee Rd., #225 Northbrook, IL 60062 Cell: 630-362-8934

Email: <u>Jschmittgens@mgtconsulting.com</u>





Together we impact communities. For good.











Ryan Cotton

Cell/Text: 616-638-8910

Municipal Consultant MGT Approved Independent Executive Recruiter/Consultant

(formerly known as GovHR USA)

From: Ryan Cotton <rcotton@govhrusa.com>

Sent: Friday, August 2, 2024 10:34 AM

To: Anthony Casasanta <acasasanta@cityofwarren.org>

Subject: Working on Tree Grants

Hi Anthony, I am working on tree grants today and this weekend. Would you be able to ask for someone to:

- Send me notes on the task force meeting with the Mayor's Office, or alternatively give me the best cell number or email for the person in the Mayor's Office that I could interview?
- Can you or others send me the location of the microforest(s)?

Will get you draft letters of support for your review before sending out and a first draft early next week, especially if the above two items could become available soon?

P.S. Our new MGT staff is likely happy with our former contract when we were GovHR USA yet is double-checking to be sure. I will keep at what I am doing in the meantime...

Ryan 616-638-8910

Ryan Cotton Vice President





630 Dundee Road, Suite 225

Northbrook, IL 60062

Direct Line: 616-638-8910

Main Line: 847-380-3240, Ext. 114

Fax: 866-401-3100
Email: rcotton@govhrusa.com

www.GovHRusa.com



RESOLUTION

Document No: RFP-W-1214

Product or Service: Health and Dental Insurance Agent Services

Requesting Department: Human Resources

| At a Regular Meeting of the City Council of the City of Warren, County of | | | | |
|--|--|--|--|--|
| Macomb, Michigan, held on, 2024 at 7 p.m. Local Time, in the | | | | |
| Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, | | | | |
| Michigan. | | | | |
| PRESENT: Councilmembers: | | | | |
| | | | | |
| ABSENT: Councilmembers: | | | | |
| The following preamble and resolution were offered by Councilmember | | | | |
| and supported by Councilmember | | | | |

The Purchasing Division sought firms to provide the City with Health and Dental Insurance Agent Services.

On June 26, 2024, electronic Request For Proposals (RFP) were publicly opened for RFP-W-1214 to furnish Health and Dental Insurance Agent Services. RFP's were solicited through BidNet® (MITN). Three (3) firms submitted responses. Their names are shown below;

- Accretive Global Insurance Services, LLC. dba Manquen Vance
- Gallagher Benefit Service
- TMR & Associates, Inc.

The review panel thoroughly reviewed the proposals to reflect the review panel's consensus judgment of the depth, breadth, and scope, along with the ability to meet the primary needs of the City. Based on the information received,

the review panel determined that the proposal submitted by TMR & Associates best met the City's vision for a firm to furnish Health and Dental Agent Services for the City.

THEREFORE, IT IS RESOLVED, that the proposal of <u>TMR & Associates</u>. Inc. (<u>TMR</u>), 601 Abbott Street, <u>Detroit</u>, <u>MI 48226</u> is hereby accepted by City Council for a five year period, commencing retro-actively on July 1, 2024 with options to extend for a three-year period followed by a two-year period (contract shall not exceed a total of ten years), with mutual consent of both parties.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

X Proposal Documents

X Contract

X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

| AYES: Councilmembers: | | |
|----------------------------------|---|-------------|
| NAYS: Councilmembers: | | |
| RESOLUTION DECLARED ADOPTED this | day of | , 2024 |
| | Mindy Moore Secretary of the Council | |

CERTIFICATION

| STATE OF MICHIGAN)) SS. |
|--|
| COUNTY OF MACOMB) |
| I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, |
| Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution |
| adopted by the Council of the City of Warren at its meeting held on |
| , 2024. |
| |
| Sonja Buffa |
| City Clerk |



ONE CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 PHONE (586) 574-4600 FAX (586) 574-4614 www.cityofwarren.org

DATE:

AUGUST 19, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

SOL-W-1292; AWARD RECOMMENDATION TO FURNISH BASIC & ADVANCED LIFE

SUPPORT TRAINING

The Purchasing Division concurs with the Fire Department and recommends that City Council award the purchase of Basic Life Support (BLS) and Advanced Life Support (ALS) Training to the American Heart Association, AHA ECC Distribution, P.O. Box 841390, Dallas, TX 75284-1390, for a five (5) year period, in an annual amount not to exceed \$20,000.00.

The members of the Fire Department are required to maintain a valid Basic Life Support and Advanced Life Support certification based on their individual State of Michigan License level (EMT-B or Paramedic). The Fire Department has had an excellent relationship with American Heart Association (AHA) for over sixteen (16) years. American Heart Association (AHA) is the sole source provider for Basic Life Support (BLS) and Advanced Life Support (ALS) Training (see attached).

If approved by your honorable body, American Heart Association (AHA) will provide Basic Life Support (BLS) and Advanced Life Support (ALS) Training to the Fire Department for a five (5) year period, in an annual amount not to exceed \$20,000.00.

Funds are available in the following Account: 101-1336-82401.

Respectfully Submitted,

Craig Treppa Purchasing Agent

| Signature | Date |
|-------------|---|
| Straw SBAHL | 8/19/2024 |
| Freled Jap | 8/12/2020 |
| Hon M Ato | 8/20/2024 |
| | Signature Signature Warnell Albert Construction You Make the state of the state |



January 1, 2024

American Heart Association CPR and Emergency Cardiovascular Care (ECC) 7272 Greenville Avenue Dallas, Texas 75231

To whom it may concern:

This letter serves to notify you that American Heart Association (AHA) is the sole source provider to your organization for the AHA ECC CPR and First Aid training materials (see attached listing).

Sincerely,

American Heart Association CPR and ECC



WARREN FIRE DEPARTMENT

INTER-DEPARTMENT COMMUNICATION

TRAINING DIVISION

MEMO TO: Purchasing Agent Craig Treppa

FROM:

Training Chief Joseph Schehr

DATE:

July 23, 2024

SUBJECT:

American Heart Blanket Request / New Training Initiative

Craig,

Members of our department are required to maintain a valid Basic Cardiac Life Support and Advanced Cardiac Life Support certification based on their State of Michigan Licensure level (EMT-B or Paramedic).

We have used the American Heart Association for over 16 years to meet this requirement and have a good relationship with our current training center, Henry Ford Hospital. Additionally, our members receive continuing education credits for maintaining this certification as they are an approved organization through MDHHS.

We currently deliver this training solely in person, which has two components, classroom lectures and hands-on skill stations.

We have transitioned a large portion of our medical continuing education to an online platform to facilitate education with the large volume of calls for service that the fire department has.

American Heart Association offers a hybrid education platform, in which students complete the lecture portion online at their own pace, and then complete their hands-on skill stations with one of our instructors.

American Heart is the sole source provider for this training. Please see the attached documentation for your reference.

This would allow department members to complete the bulk of the training on duty at their station, reducing overtime and apparatus being out of service due to training.

Therefore, I am requesting to open a blanket purchase order for AHA for five years, in an annual amount of \$20,000, not to exceed \$100,000 in the five-year period.

This fiscal year's cost to purchase BLS and ACLS portions for the department members due to expire is approximately \$16,000. This amount will fluctuate based on new hires, retirements, and the cadet program.

Funds are available in account: 101-1336-82401 for this purchase.

Thank you for your time and assistance in this matter.

Please contact me if you have any questions or concerns.

Respectfully,

Joseph Schehr **Training Chief**

Read and Concur Wilburt McAdams

wwwadams

Fire Commissioner

RESOLUTION

Document No: SOL-W-1292

Product or Service: American Heart Association – Blanket Purchase Requesting Department: Fire Department

| | and supporte | d by Councilmember | | | | |
|---------------|--|--|--|--|--|--|
| The fo | ollowing preamble and res | olution were offered by Councilmember | | | | |
| ABSENT: | Councilmembers: | | | | | |
| PRESENT: | Councilmembers: | | | | | |
| Warren, Mic | higan. | | | | | |
| the Council (| Chamber at the Warren Co | ommunity Center Auditorium, 5460 Arden, | | | | |
| Macomb, Mi | Macomb, Michigan, held on, 2024 at 7 p.m. Local Time, in | | | | | |
| Atal | Regular Meeting of the City | Council of the City of Warren, County of | | | | |

Upon performing a diligent inquiry, the Fire Commissioner has determined that is necessary in the interests of the Fire Department to utilize, the AHA online hybrid platform to provide Basic Life Support (BLS) and Advanced Life Support (ALS) training to all uniform members of the department from a sole source.

Justification for a sole source provider include that the AHA provides a hybrid training model that allows employees to complete the lecture portion of the class using a computer coupled with hands-on skill testing administered at the fire administration building. This format also reduces overtime and minimizes apparatus out of service. This hybrid platform is only provided by the AHA.

Therefore, the American Heart Association located at AHA ECC Distribution, P.O. Box 841390, Dallas, TX 75284-1390 has been selected as

the sole source provider for ALS and BLS training and licensing for all uniform personnel.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in account number: 101-1336-82401.

IT IS RESOLVED, that the sole source purchase though the American Heart Association is hereby accepted by City Council for a five (5) year period, in an annual amount not to exceed \$20,000.00, commencing on the official date of City Council approval.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☐ Contract

| X Resolution | |
|--|--|
| nd in such form that meets with the satisfaction of the City Attorney if review is | |
| equired. | |
| YES: Councilmembers: | |
| IAYS: Councilmembers: | |
| RESOLUTION DECLARED ADOPTED thisday of, 2024. | |
| MINDY MOORE Secretary of the Council | |

CERTIFICATION

| STATE OF MICHIGAN) | |
|--|--|
|) SS . | COUNTY OF MACOMB) |
| I, Sonja Buffa, duly elected City Clerk for | the City of Warren, Macomb |
| County, Michigan, hereby certifies that the forego | oing is a true and correct copy of the |
| resolution adopted by the Council of the City of V | Warren at its meeting held on |
| , 2024. | |
| | |
| | Sonja Buffa City Clerk |



ONE CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 (586) 574-4600 FAX (586) 574-4614 www.cityofwarren.org

DATE:

AUGUST 6, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

RECOMMENDATION TO PURCHASE ONE (1) MX908 DRUG TESTING UNIT; SOL-W-

1312.

The Purchasing Division concurs with Police Department and recommends that City Council waive the bidding procedure and authorize an award to the sole source provider, 908 Devices, Inc., 645 Summer Street, 2nd Floor, Boston, MA 02210, for furnishing one (1) MX908 Drug Testing Unit in an amount of \$69,895.00.

This Drug Testing Unit is a handheld Mass Spectroscopy chemical detection system for gas/vapor, liquids, and solids. The use of this device will by the Special Investigations Division will assist them in detecting trace and latent levels of illicit deadly narcotics in various forms.

Many agencies rely on the MX908 device, such as the U.S. Military, National Guards, Customs, State and Local Law Enforcement, Explosive and Hazmat Teams, and Correctional Facilities, just to name a few.

This device will identify narcotics, explosives, nerve agents, toxic chemicals in various forms (liquids, powders, vapors, and aerosols). It has the ability to detect drugs at low concentrations rapidly, including over 2,000 fentanyl analogs. It also has the ability to see the fentanyl in fake pills.

908 Devices will also provide a training kit as well as one year warranty and support.

Funds are available in the Vice Crime Expenditures Account: 260-9260-82211.

Respectfully Submitted,

Craig Treppa Purchasing Agent

| Approved By: | Signature | Date | |
|------------------|--------------|-----------|--|
| Budget Director: | LUSTON BASKU | 8/19/200 | |
| Controller: | Figlik 10 | 8/19/200 | |
| MAYOR: | Hon M. Ho | 8/20/2029 | |





January 2024

To whom it may concern:

The purpose of this letter is to support sole brand justification for the acquisition of goods and/or services.

908 Devices Inc. is the manufacturer and sole service provider, of MX908 Handheld High Pressure Mass Spectrometer (HPMS™), the only available handheld HPMS system. Additionally, 908 Devices Inc. is the only authorized point of service, support, and maintenance for these systems, including certified training, warranty, repair, upgrades and technical support.

MX908 is the only available handheld HPMS (high pressure mass spec) on the market for use in public safety, MX908 utilizes patented technology. List of patents available as needed. Made in USA.

Packaged consumables (eg MX swabs & foam applicators) for MX908 are sold through 908 Devices Inc.

Please feel free to contact me on any issue regarding this matter at (508) 523-1658 or dmassingham@908devices.com.

Sincerely,

DL Massingham

Dave Massingham

Senior Director



645 Summer Street Boston, MA 02210

Prepared By

Mike Nagle

Created Date

7/30/2024

Email

mnagle@908devices.com

Quote Number

90813063

Expiration Date

8/30/2024

Customer

Contact Name

Craig Bankowski

Phone

5865744819

Ēmail

cbankowski@warrenpd.org

Bill To Name

Warren Police Department

Ship To Name

Warren Police Department

Biil To

Warren, Michigan United States

| Product Code | Product | Product Description | Sales Price | Quantity | Discount Total (Percentage) Price |
|--------------------|---|---|------------------|----------|--------------------------------------|
| MX908-01-0-0-06-00 | MX908-c S1 (Trace, Vapor), No Training | MX908-c, handheld mass spec chemical detection system for gas/vapor, liquids and solids. Includes one (1) Training Kit, Chemical Samples (415-00044), one (1) year warranty and support; Type A plugs; Trace, Vapor Modules. Available to US customers or with pre-approval/export license as required. | USD 70,500.00 | 1.00 | 1.00% USD 69,795.00 |

Shipping and

USD 100.00

Handling

Grand Total

USD 69,895.00

Delivery, Banking & Payment Information

DELIVERY: <90 Days ARO PAYMENT TERMS: NET 30 Days

SHIPPING TERMS: FOB Origin, Freight Prepaid

CAGE 6RTZ6 DUNS 078437853 TaxID 45-4524096

Payment Information

To Pay By ACH/Wire:

Routing (ACH) - 121000358 Routing (Wire) - 026009593 SWIFT - BOFAUS3N Account - 1416818468

Bank;

Bank of America N.A. 8001 Villa Park Drive Henrico, VA 23228 United States of America

Payments made via credit card will be subject to a 3.15% convenience fee.



Warren Police Department 29900 Civic Center Blvd. Warren, MI 48003 (580) 574-4700 Fac (580) 574-4952www.cityofwarren.org

August 6, 2024

Craig Treppa Warren City Hall Purchasing One City Square Warren, Michigan 48093

RE: Purchase request MX908 Drug Testing Unit

Dear Mr. Treppa,

The Warren Police Department would like to purchase a MX908 Drug Testing Unit. The MX908 device is a handheld Mass Spectroscopy chemical detection system for gas/vapor, liquids and solids. The MX908 greatly expands the Special Investigations Division's ability to detect trace and latent levels of illicit deadly narcotics in various forms. The instrumental testing also provides vastly greater safety measures and capabilities than those currently available at the department.

We have received a verified quote from 908 Devices listing the device's cost at \$69,895.00. This price includes shipping to the department as well as one (1) year of warranty and support. Also attached is a sole source letter from the manufacturer.

We are requesting to purchase the MX908 Drug Testing Unit with funds that are available in the Vice Crime Expenditures account (#260-9260-82211). As you know, this account currently has \$70,000 budgeted for this item.

Note: This quote is only good until August 30, 2024.

If you have any questions please contact me at 586-574-4768.

Zachery Lemond, Staff Sergeant Administrative Services Bureau

RESOLUTION

Document No: SOL-W-1312
Product or Service: MX908 Drug Testing Device
Requesting Department: Police

| At a Regular Meeting of the City Council of the City of Warren, County of |
|--|
| Macomb, Michigan, held on, 2024 at 7 p.m. Local Time, in the |
| Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, |
| Michigan. |
| PRESENT: Councilmembers: |
| |
| ABSENT: Councilmembers: |
| The following preamble and resolution were offered by Councilmember |
| and supported by Councilmember |
| Upon performing a diligent inquiry, the Police Commissioner has determined that |
| it is necessary in the interests of the Police Department and the City, to acquire a one |
| (1) MX908 Drug Testing Unit from the sole-source provider, 908 Devices, Inc., 645 |
| Summer Street, 2 nd Floor, Boston, MA 02210. |
| The Purchasing Agent has conducted a review and concurs with the sole |

Funds are available annually in the following account: 260-9260-82211.

procurement.

IT IS RESOLVED, that the sole source purchase through <u>908 Devices</u>, <u>Inc.</u>, for furnishing one (1) MX908 Drug Testing Unit is hereby accepted by City Council in an annual amount not of \$69,895.00.

City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

Contract
X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers:

NAYS: Councilmembers:

RESOLUTION DECLARED ADOPTED this

day of

Mindy Moore
Secretary of the Council

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and

CERTIFICATION

| STATE OF MICHIGAN) |
|--|
|) SS. COUNTY OF MACOMB) |
| I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, |
| Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution |
| adopted by the Council of the City of Warren at its meeting held on |
| , 2024. |
| |
| Sonja Buffa |
| City Clerk |



ONE CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 PHONE (586) 574-4600 FAX (586) 574-4614 www.cityofwarren.org

DATE:

AUGUST 8, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

AWARD RECOMMENDATION FOR MOSQUITO PREVENTION BRIQUETTES: SOL-W-1314

The Purchasing Division concurs with the Department of Public Works and recommends that City Council award the purchase of Mosquito Prevention Briquettes to Veseris, 10800 Pecan Park Boulevard, #300, Austin TX 78750 in the amount of \$84,260.00.

The Department of Public Works (DPW) is recommending the purchase of one-hundred (100) cases (22,000 briquettes) of mosquito prevention briquettes. These briquettes will be placed in each of the City's catch basins.

These Altosid XR Extended Residual Briquettes are designed to release effective levels of (S)-Methoprene insect growth regulator over a period of 150 days in mosquito breeding sites. This product is very effective in treating standing or slowly moving water and kills the mosquito before it reaches the adult stage and can fly.

Central Life Services is the manufacturer of the Altosid Xr Briquettes. They set the pricing to distributors across the nation to the City will pay the same price regardless of distributor. The City has always purchased from Veseris and had great success. Thus, the City is treating Veseris as a sole source provider for this product.

The total number of briquettes will allow for adequate treatment in all 18,000 catch basins.

The City will be eligible for a 2.5% rebate from the manufacturer, which will amount to \$2,106.50.

Funds are available in the DPW Operating Supplies Account: 101-1442-74000.

Respectfully Submitted,

Craig Treppa Purchasing Agent

| Approved By: | \$ignature | Date |
|------------------|------------------|-----------|
| Budget Director: | KURSTAN XIGHTIGE | 8/19/2024 |
| Controller: | Frelegias | 8/19/202 |
| MAYOR: | Nor. W. AL | 8/20/2024 |

Wellmark International d.b.a.



EXHIBIT B

WELLMARK INTERNATIONAL AGENCY AGREEMENT SALES PRICE; TERRITORY

2024 ALTOSID®, DUPLEX™-G, STRIKE®, ZENIVEX® (End Use) Agency Agreement Price List

Effective January 1, 2024

| | PRODUCT DESCRIPTION | | MAXIMUM | |
|-----------------|--|-------------------------------|-----------------------|--------------------------|
| PRODUCT # | | | PALLET | CASE/BAG |
| | | | CONFIGURATION | PRICE |
| 100508842 | ALTOSID [®] XR Briquets cork | shape 220/case | 48 cases | \$842.60 |
| 100508841 | ALTOSID [®] XR Briquet (Slim) | Ingot 220/case | 48 cases | \$842.60 |
| 100508846 | ALTOSID® XR Briquet (Slim) Ingot NY Label 220/case | | 48 cases | \$842,60 |
| 37060F | ALTOSiD [®] 30 Day Briquets | 400/case | 162 cases | \$536.00 |
| 37230F | ALTOSID® SR-20 | 2x2.5 gallon/case | 33 cases | \$5,241.00 |
| 37240E | ALTOSID® A,L.L, SR-5 | 4x1 gallon/case | 27 cases | \$1,178.00 |
| 37730D | ALTOSID [®] Pellets | 2/22lb/case | 36 cases | \$1,254.00 |
| 100626053 | ALTOSID [®] Pellets | 2,000lb tote | One | \$51,260.00 |
| 38540 | ALTOSID® WSP Pellets | 7.0-gram pouch (50 X 16) case | 40 cases | \$792.00 |
| 100531822 | ALTOSID [®] P35 | 40lb bag | 35 bags | \$802.00 |
| 100531823 | ALTOSID® P35 | 2,000lb tote | One | \$39,200.00 |
| 100548925 | ALTOSID® P35 | 1,000(b bulk bag | 1 bag | \$19,600.00 |
| 37330 | ALTOSID® XR-G | 40fb bag | 50 bags | \$402.00 |
| 38880 | ALTOSID [®] XR-G | 1,000lb bulk bag | 1 bag | \$9,950.00 |
| 100541067 | ALTOSID® XR-G ULTRA | 40lb bag | 35 bags | \$514.00 |
| 100541068 | ALTOSID® XR-G ULTRA | 1,000lb bulk bag | 1 bag | \$12,730.00 |
| 100518214 | ALTOSID® SBG II | 40lb bag | 50 bags | \$145.20 |
| 100518222 | ALTOSID® SBG II | 1,000lb bag | 1 bag | \$3,630.00 |
| 100528485 | DUPLEX™-G | 40lb bag | 35 bags | \$640.00 |
| 100528486 | DUPLEX™-G | 2,000fb tote | One | \$31,400.00 |
| 100538054 | STRIKE® Liquid (20%) | 4x1 gallon/case | 48 cases | \$5,343.00 |
| 37630 37720B | STRIKE® Ultra Liquid (33.6%) STRIKE® Pellets | 4x1 liter/case 2x22lb case | 140 cases 36 cases | \$1,713.00 \$1,595.00 |

| PRODUCT # | PRODUCT DESCRIPTION | | MAXIMUM PALLET CONFIGURATION | CASE/BAG PRICE |
|-----------|---|----------------------|------------------------------------|-------------------|
| 100503887 | ZENIVEX® E20% | 2x2.6 gallon/case | 33 cases | \$1,765.00 |
| 100502022 | ZENIVEX® E20% | 30 gailon drum | 6 drums | \$10,374.00 |
| 100502023 | ZENIVEX® E20% | 275 gallon tote | One | \$89,430.00 |
| 100511617 | ZENIVEX® E20% | 120 gallon mini-tote | One | \$39,060.00 |
| 100503070 | ZENIVEX® E4% ZENIVEX® E4% ZENIVEX® E4% AQUA ZENIVEX® E20% | 2x2.5 gallon/case | 33 cases | \$490.70 |
| 100503072 | | 30 gallon drum | 5 drums | \$2,851.20 |
| 100503073 | | 275 gallon tote | One | \$24,340.00 |
| 100525232 | | 30 gallon drum | 5 drums | \$10.374.00 |

- 1. All orders and product inquiries: Customer Service 1-800-528-8058; Fax 1-800-426-7473
- 2. Freight prepaid and allowed on all direct ship orders to end-use customers when (\$7,500 and greater)
- Freight prepaid and allowed on all consignment stock transfer orders to approved agent warehouse locations when (\$3,000 and Greater)
- 4. Central Life Sciences billing to Agent payment terms Net 45 days for all direct ship orders
- 5. Central Life Sciences billing to Agent payment terms Net 30 days for all consignment sales reporting

U.S. Price List: WELLMARK INTERNATIONAL RESERVES THE RIGHT TO CHANGE ABOVE PRICES AT ANY TIME WITHOUT NOTICE

Territory:

The United States of America - 50 States.

Terms:

Agent billings to end-use customers - Net 30 days

(Agent invoice terms on all sales to purchasers unless all suppliers are required to offer specific alternate

terms).

Invoice

Commentary:

ALL AGENT INVOICING TO PURCHASERS MUST INCLUDE THE FOLLOWING STATEMENT:

"Altosid" sold herein is under Agency Agreement and is for the Account of Wellmark. Agent is authorized to invoice and collect under the terms of Agency contract. Only upon written direction from Wellmark or Agent, are the amounts due under this invoice payable to Wellmark".

YOUR COMMUN



- Industry standard for over 50 years
- Consistent, reliable parformance
- Multiple formulations
 - Target specific
- High-quality (5)-methoprend



application of the state of

Dual biorational and biological control

- Active Booster Release Technology
- Extended residual: 28 days of control

Duplex:G



ammentes jayahes

- FOURSTAR Extended residual microbial formulations Bsph/Bti biological environmental profile
 - High-bulk density, reduced target drift
 - 45; 90- and 180-day residual briquets
 - Dual-action flash and controlled release technology



Approved for use over cropland

Ouick, permanent knockdown

Low toxicity profile

EPA reduced-risk classification

2024

OVER 50 YEARS OF SOLUTIONS

that allow professionals to do more with less and don't require increased manpower. The All Clear formulations with extended release technology innovation has grown by introducing multiple Central Life Sciences has developed solutions communities and budgets with cost-effective to control mosquitoes in a variety of habitats that professionals encounter. That legacy of Rebate is part of the effort to protect

Always read and follow label directions. Altesid, So Venteneus, Zenivex shu Duplex are trademarks of Wellmark International. Enurstial is a registered trademark of 525 extended residual products.

Moreb ats LLC, 92024 We, mark international.



PROTECT COMMUNITIES AND BUDGETS

YOU CAN BE VECTORIOUS

Manage mosquito populations and your mosquito abatement budget at the same time. When you purchase Altosid[®], FourStar[®], Zenivex[®] and Duplex[®]-G products from Central Life Sciences, you can get cash back with the 2024 All Clear Rebate.



PROTECT Your Budget

December 31, 2024. The deadline for submission is January 31, 2025. One rebate submission per customer. Rebate program Just fill out the attached form and submit it with all relevant invoice copies for purchases made from January 1, 2024 to is available only in the U.S. for municipal, county and state agencies and U.S. commercial organizations that purchase Altosid®, FourStar®, Zenivex® or Duplex"-G products from an approved U.S. Central Life Sciences agent/distributor.

| 850,000 - \$59,559 | A CONTRACTOR OF THE PROPERTY O |
|-----------------------|--|
| 666,668 - 500,038 | |
| 686'661\$ - 000'001\$ | |
| \$200,000 - \$299,999 | |
| 8300,000 - \$399,999 | |
| \$400,000 - \$499,999 | |
| \$500,000 | |
| | |

HOW TO GET YOUR REBATE

🖔 WE'VE MADE IT EASIER FOR YOU TO SUBMIT YOUR FORM

Submit your rebate form online at CentrallillosquitoControl.com/All-Clear-Rebate-Form OR

- 1. Fill out the rebate form below completely and cut on the line.
- 2. Attach all relevant Invoice copies. (Important!) (Must be from Central Life Sciences authorized agentidistributer)
- 3. Place in envelope with required postage and send to:
 Central Life Sciences
 2024 All Clear Rebate Program
 1501 East Woodfield Rd., Suite 200W
 Schaumourg, IL 50173

If you are new to the All Clear Rebate program, please submit a W9 form.

Must be postmarked by January 31, 2025 to be eligible. One rebate submission per customer. Allow 4-6 weeks for processing.



Get cash back for controlling mosquitoes by filling out this form. Remember to attach copies of your invoices.

TITLE

FIJLL NAME

COMPANY

ADDRESS

STATE

CITY

ᅰ

PHONE NUMBER

7

Total dollar value of Altosid $^{\rm g}$, FourStar $^{\rm g}$, Zenivex $^{\rm g}$ and Duplex $^{\rm w-}$ G products purchased (excluding taxes) in 2024:

Select your settlement option:

Cash

Free Product

If you selected "Free Product," which product would you like to receive?

DATE: August 7, 2024

TO: Craig Treppa, Purchasing Agent

FROM: Scott Raedel, Superintendent, Division of Public Works RE: Purchase of Altosid Briquets (mosquito control pellets)

Craig,

The Division of public works recommends the purchase of 100 cases of Altosid Briquets from Vesceris. They are a sole source provider for this product.

The cost for 100 cases of mosquito control pellets is \$84,260 of which the city will get a 2.5% rebate totaling \$2,106.50. This will make the final cost \$82,153.50.

These 220,000 briquets are enough for four application in all of the city catch basins over a two year period.

These will be paid for from account 101-1442-74000.

I will be available to you or City Council if you have any questions regarding this bid by the Division of Public Works.

Respectfully,

Scott Raedel Superintendent

Soft Tudel

Division of Public Works

RESOLUTION

Document No: SOL-W-1314

Product or Service: Mosquito Prevention Briquettes
Requesting Department: DPW

| At a R | tegular | Meeting of the (| City Council of | he City of Warre | en, County of | |
|-----------------|----------|---------------------|-----------------|--------------------|----------------|--|
| Macomb, Mic | higan, | held on | | , 2024 at 7 p.m. | Local Time, i | n the |
| Council Char | nber at | the Warren Cor | nmunity Cente | Auditorium, 540 | 60 Arden, Wa | rren, |
| Michigan. | | | | | | |
| PRESENT: | Counc | cilmembers: | | | | |
| | | | | | | |
| ABSENT: | Counc | ilmembers: | ***** | | | |
| The fo | llowing | preamble and r | esolution were | offered by Coun | cilmember | |
| | | and suppor | ted by Councilr | nember | | ······································ |
| Upon | perforn | ning a diligent in | quiry, the DPW | Superintendent | : has determin | ed that |
| it is necessar | y in the | interests of the | DPW and the | City, to acquire I | Mosquito Briq | uettes |
| from a sole s | ource. | Justification for | a sole source p | orovider include | that the | |
| manufacturer | , Centr | al Life Services, | sets the same | price for the mo | osquito brique | ttes to |
| its distributor | s so th | at the City will pa | ay the same pri | ce regardless o | f the vendor v | vho |
| supplies then | n. | | | | | |

Veseris, 10800 Pecan Park Boulevard, #300, Austin TX 78750 has been selected as the sole source provider for providing Altosid XR Extended Residual Briquettes.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in the following Account: 101-1442-74000.

IT IS RESOLVED, that the sole source purchase though Veseris is hereby accepted by City Council for the purchase of 100 cases (220 briquettes per case) of Altosid XR Extended Residual Briquettes (150 day release) in an amount of \$84,260.00.

IT IS FURTHER RESOLVED, that, in addition, Central Life Services will offer a 2.5% rebate based on the amount spent by the City, which amounts to \$2,106.50.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

| | □ Contra | ct | |
|----------|-------------------------------------|-------------------------------------|---------|
| | X Resolu | tion | |
| and in s | such form that meets with the satis | sfaction of the City Attorney if re | view is |
| required | d. | | |
| AYES: | Councilmembers: | | |
| NAYS: | Councilmembers: | | |
| RESOL | UTION DECLARED ADOPTED th | nisday of | , 2024. |
| | | Mindy Moore | |

Secretary of the Council

CERTIFICATION

| STATE OF MICHIGAN)) SS. | |
|---|---|
| COUNTY OF MACOMB) | |
| I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County | , |
| Michigan, hereby certifies that the foregoing is a true and correct copy of the resolutio | n |
| adopted by the Council of the City of Warren at its meeting held on | |
| , 2024. | |
| | |
| Sonja Buffa | |
| City Clerk | |



ONE CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 PHONE (586) 574-4600 FAX (586) 574-4614 www.cityofwarren.org

DATE:

AUGUST 19, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

AWARD RECOMMENDATION TO FURNISH AND INSTALL EQUIPMENT ON SL-75 QUINT FIRE

APPARATUS; SOL-W-1324

The Purchasing Division concurs with the Fire Department and recommends that City Council award the Furnishing and Installation of Equipment on its newest SL-75 Quint Apparatus to Apollo Fire Apparatus Sales and Service, 12584 Lakeshore Drive, Romeo, MI 48065 in the amount of \$27,893.25.

The Purchasing Division approved a purchase order in the amount of \$18,459.00 for the mounting of equipment on the Fire Department's newest apparatus; a SL-75 Quint. While mounting equipment, Apolllo discovered that that the equipment carousel will not fit in the EMS cabinet due to the fact that a wall separates the cabinet into two sections and neither section can house the carousel. Apollo will need to build a larger single cabinet and install the cabinet in the cab to the front of the firefighter seating area behind the engine doghouse. The cost for this work amounts to \$9,434.25. When added to the original purchase order of \$18,459.00 requires the approval of City Council to proceed.

Apollo Fire Apparatus is the sole source provider in the State of Michigan for furnishing sales and service to Sutphen Fire Trucks.

Funds are available in the following Account: 101-1336-98401.

Respectfully Submitted,

Craig Treppa Purchasing Agent

 Approved By:
 Signature
 Date

 Budget Director:
 8/9/2024

 Controller:
 8/19/2024

 MAYOR:
 8/20/2029



12584 Lakeshore Drive, Romeo, Michigan 48065 Toll Free (800) 626-7783 Local (586) 752-6828

May 1, 2024

To Whom It May Concern,

This letter is being offered as confirmation that Sutphen Corporation fire trucks are a sole source product manufactured by Sutphen Corp. and sold and serviced exclusively in the state of Michigan by Apollo Fire Apparatus Sales and Service.

All parts, service and warranty coverage of said Sutphen apparatus must be purchased from the only Michigan Dealer, Apollo Fire Apparatus Sales and Service located in Romeo, Michigan. The are no other Dealers or Authorized Service Centers in the state. Sutphen has given us the exclusive right to sell and service their products here in Michigan, as it has for well over 40 years. Hence, we are the sole supplier and service facility here in the state.

For further information, feel free to contact our office at (800) 626-7783 or visit our website at www.apolloffre.com.

Sincerely,

Mhn Surprenant

V.P. of Operations

(586) 540-7527



QUOTATION

Apollo Fire Apparatus Sales and Service 12684 Lakeshore Drive, Romeo, MI 48065 Phone: (800) 626-7783 Fax: (586) 752-6907

QUOTE#: 13AUG24jmsa

TO: City of Warren Fire Dept.

ADDRESS: 23295 Schoenherr, Warren, Michigan 48089

ATTN: Chief Orrin Ferguson

DATE: August 13,2024
TERMS: Net 30 Days
F.O.B: See below
VALID FOR: days
LEAD TIME: T.B.D.

| PHONE: 756-2800 Ext 3200 | | FAX: E-MAIL: oferguson@warrentiredept.org | | |
|--------------------------|----------------------|---|---------------------|-------------------|
| QTY | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL |
| | | Apollo Fire Apparatus Sales and Service is pleased to offer the following quotation for your new Sutphen SL75 HS7786: | | |
| 1 | EMS BOX REMOVAL | Remove both current EMS cabinets from rear of cab, remove inverter, remove all 110 duplex plugs and wiring, remove 12 volt harnesses (set aside for Department use elsewhere) | \$1,375.00 | \$1,375.00 |
| 1 | INVERTER RELOCATE | Relocate Inverter to just behind drivers seat, fabricate bracket for inverter if it has to be mounted vertically, route new wiring as needed | \$1,150.00 | \$1,150.00 |
| 1 | SEAT RELOCATE | Remove both forward facing rear cab jump seats and relocate and mount where EMS cabinets initially were, seats to now face rearward, run new wiring for jump seat sensors, test sensors, relocate headset hooks and the plug-in ports if necessary | \$ 1,575.00 | \$1,575.00 |
| 1 | NEW EMS CABINET | Custom fabricate a new aluminum EMS cabinet (so medical equipment actually can be fitted inside) cabinet to bolt onto seat pedestal base. (helmet storage compartment), 47" wide x 18" deep x 48" tall, with an approximately 42" high x 42" wide AMDOR roll-up door with lock, two LED side lights, two aluminum shelves, and re-route the two (2) 110 volt duplex plugs and two (2) 12 volt wire harness feeds into the new EMS cabinet, aluminum satin finish on door, black textured finish on exterior of new EMS cabinet (will not match OEM exactly but will be close) | \$7,462.50 | \$7,462.50 |
| 1 | OVERHEAD SHELF | Custom fabricate a new overhead shelf approximately 92" long x 10"/12" deep to run over the top of the newly repositioned jump seats, 3/4" lip on front, black textured finish on both sides of shelf (will not match OEM exactly but will be close) | \$1,461.25 | \$1,461.25 |
| 1 | DELETE CAROUSEL | Removed carousel due to compartment depth being too narrow | -\$3,589.5 0 | -\$3,589.50 |
| | | NOTE: ALL work to be done at Apollo Fire Apparatus Sales and Service in Romeo, Michigan. | | |
| | | NOTE: SHIPPING CHARGES ARE ADDED AT TIME OF SHIPMENT, WE ONLY CHARGE THE ACTUAL SHIPPING COSTS. | | |
| | | TERMS: Net 30 days. If paying by credit card, a 3.5% service charge will be added. A service charge of 1.5% of total invoice is added on all past due accounts over 30 days, a service charge of 3% of total invoice is added to all accounts over 60 days. | | |



QUOTATION

Apollo Fire Apparatus Sales and Service 12584 Lakeshore Drive, Romeo, Mi 48065 Phone: (800) 626-7783 Fax: (586) 752-6907

QUOTE #: 13AUG24 msa

TO: City of Warren Fire Dept.

ADORESS: 23295 Schoenherr, Warren, Michigan 48089

ATTN: Chief Orrin Ferguson

DATE: August 13,2024
TERMS: Net 30 Days
F.O.B: See below
VALID FOR: days
LEAD TIME: T.B.D.

| PHONE: 756-2800 Ext 3200 | | FAX: E-MAIL: oferguson@warrenfiredept.org | | | | |
|--------------------------|----------------|--|---------------------------------------|---------------------------------------|--|--|
| ату. Т | PART NUMBER | DESCRIPTION | UNIT PRICE | TOTAL | | |
| W11-1 | | NOTE: IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY THREAD TYPE PRIOR TO PLACING AN ORDER. SPECIAL THREADED ITEMS (I.E. DETROIT STANDARD THREAD) ARE NOT RETURNABLE. | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | · · · · · · · · · · · · · · · · · · · | | |
| | | Estim Policy Note: Pinaso verify all part numbers, descriptions with quantities prior to ordering. Many of our Suppliers have very specific charges for Returns not a result of errors on their part and those costs may be passed on to you. | | | | |
| disaming many | | NOTE: This is an estimate of the parts and labor necessary to complete the repairs and/or replacements, therefore the finel price may vary slightly as a result of globel shortages and increased costs in both materials and labor by our Vendors. The Apparatus owner is responsible for transportation and insurance on the vehicle to and from Apollo Fire Apparatus Sales and Service. I grant Apollo Fire Apparatus Sales and Service employees permission to operate the vehicle for testing, inspection or delivery at my own fisk. I agree that Apollo Fire Apparatus Sales and Service is not responsible for loss or damageto the vehicle, or for any articles left in the vehicle in case of theft, fire or other causes beyond our control. | | | | |
| | | | SUBTOTAL | \$9,434.2 | | |
| NOTE: IT IS | CUSTOMER'S RES | PONSIBILITY TO VERIFY THREAD TYPE PRIOR TO PLACING AN | SHIPPING | SEE ABOVI | | |
| ORDER. SPI | ECIAL THREADED | ITEMS (I.E. DETROIT STANDARD THREAD) ARE NOT RETURNABLE. | TAX OTHER | | | |
| | | | TOTAL | \$9,434.25 | | |

John Surprenant, VP Operations (586) 752-1800 |surp@apollofire.com



August 13, 2024

WARREN FIRE DEPARTMENT

23295 Schoenhert Warren, Wil 43089 (586) 756-2800 www.cityohwarren.org

Craig Treppa Purchasing Agent

Subject: Apollo Fire - manufacturer and installation of EMS cabinet

Craig

The Fire Department is requesting council approval to increase the spending authorization for Apollo Fire Apparatus Sales and Service by \$9,434.25 to \$27,893.25. The department previously issued a purchase order in the amount of \$18,459.00 for the mounting of equipment on our new SL-75 Quint. The vender discovered that the proposed equipment carousel will not fit in either storage cabinet due to the wall that separates the two cabinets and the smaller roll-up doors that are mounted side by side on the rear wall of the cab of the quint. The vender must build a new larger single cabinet and relocate the cabinet to front of the firefighter seating area in the cab directly behind the engine doghouse. The larger single cabinet will also have a locking roll-up door which, will allow for the easy egress and storage of our medical equipment that includes a LifePak 15 monitor-defibrillator, jump bag, trauma box and other medical supply bags and equipment that must be stored in an interior temperature regulated compartment that will prevent damage to medications and other perishable medical supplies.

The department must utilize the sole source vender designated by Sutphen corporation for Southeast Michigan Apollo Fire Apparatus Sales and Service due to the quint being a new vehicle under warranty and the departments desire to maintain all warranties on the apparatus and its subsystems.

Please direction all questions to my attention at Ext. 3100.

Professionally,

Wilburt McAdams
Fire Commissioner

Wollow Millow

RESOLUTION

Document No: SOL-W-1324

Product or Service: Manufacturer and installation of Storage Cabinet
Requesting Department: Fire Department

| At a | Regular Meeting of the | City Council of the City of Warren, County of Macomb, |
|--------------|------------------------|---|
| Michigan, he | eld on | , 2024, at 7 p.m. Eastern Daylight-Saving Time, in the |
| Council Cha | mber at the Warren Cor | mmunity Center Auditorium, 5460 Arden, Warren, Michigan |
| PRESENT: | Councilmembers: | |
| ABSENT: | Councilmembers: | |
| The | following preamble a | and resolution were offered by Councilmember |
| | | and supported by Councilmember |
| | | |

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is necessary in the interests of the Fire Department, for the manufacture and installation of one EMS storage cabinet. Justification for a sole source purchase includes that Apollo Fire Apparatus Sales and Service is local dealer for Sutphen fire apparatus who is the manufacturer of our SL-75 quint fire truck. Additionally, as the local dealer for Sutphen fire apparatus Apollo Fire Apparatus must be used to maintain all warranties on this vehicle.

Therefore, Apollo Fire Apparatus located at 12584 Lakeshore Drive, Romeo, MI 48065 has been selected as the sole source provider for the manufacture and installation of one EMS storage cabinet.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in account number: 101-1336-98401.

IT IS RESOLVED, that the sole source purchase though Apollo Fire Apparatus Sales and Service is hereby accepted by City Council for relocation and installation of a new EMS storage cabinet in the total amount of \$9,434.25 and to install additional equipment in the amount of \$18,459.00, for a total amount of \$27,893.25.

Secretary of the Council

| CERTIFICATION | | | |
|--------------------------|---------------------------|---------------------------|-------------------------|
| STATE OF MICHIGAN |))SS. | Co | OUNTY OF MACOMB) |
| I, Sonja Buffa, d | luly elected City Clerk | for the City of Wa | arren, Macomb |
| County, Michigan, heret | by certifies that the for | egoing is a true | and correct copy of the |
| resolution adopted by th | ne Council of the City | of Warren at its r | meeting held on |
| | , 2024. | | |
| | | | |
| | | Sonja Buffa City Clerk | ,, Virtin Co. |



ONE CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 PHONE (586) 574-4600 FAX (586) 574-4614 www.cityofwarren.org

DATE:

AUGUST 9, 2024

TO:

MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT:

STA-W-1317; AWARD RECOMMENDATION TO PURCHASE ONE (1) 2024 CHEVROLET

AWD TRAVERSE

The Purchasing Division concurs with the Water Division and recommends that City Council approve the purchase of one (1) 2024 Chevrolet AWD Traverse from Berger Chevrolet, Inc., 2525 28th Street S.E., Grand Rapids, MI 49512, utilizing the State of Michigan Cooperative Vehicle Contract #MA071B7700177C, in the total amount of \$49,527.00.

If City Council approves this purchase, payment <u>shall be authorized</u> to be made immediately upon successful delivery from the awarded vendor.

The Water Division is seeking to purchase one (1) 2024 Chevrolet AWD Traverse by utilizing the State of Michigan MiDeal Vehicle Contract #MA071B7700177C (attached).

If approved by your honorable body, this purchase will be added to the Water Division fleet and utilized by the Deputy Superintendent. Several vehicles in the Division will be reassigned, as necessary for specific responsibilities.

Funds are available in the following Account: 592-9047-98040.

Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By:

Budget Director:

Controller:

MAYOR:

Signature

Bliglass

Bliglass

8/20/2029



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number <u>9</u>
to
Contract Number <u>MA071B7700177C</u>

| | BERGER CHEVROLET |
|-----------|------------------------|
| CC | 2525 28th Street S.E. |
| ITNC | Grand Rapids MI 49512 |
| ONTRACTOR | Bob Evans |
| TOR | 616-575-9629 |
| | bevans@bergerchevy.com |
| | CV0027890 |

| Program Contract Managet Administrator STATE | Erin Reincke MDOT | | | |
|--|-----------------------|----------------------|--|--|
| | 517-284-6443 | | | |
| | ReinckeE@michigan.gov | | | |
| | Yvon Dufour | ртмв | | |
| | (517) 249-0455 | | | |
| | ≭ ator | dufoury@michigan.gov | | |

| CV002 | 27890 | | | | | |
|---------------------------|--|---------------|---------------------------|---------------------------------------|------------------------|-------------------|
| | | | CONTRACT | SUMMARY | | |
| Vehicles - Patro | l, Passenger | Trucks and V | ans | | | |
| INITIAL EFFEC | INITIAL EFFECTIVE DATE INITIAL EXPIRATION DATE | | INITIAL AVAILABLE OPTIONS | | EXPIRATION DATE BEFORE | |
| August 1, | August 1, 2017 November 30, 2022 | | 1 - 24 Months | | November 30, 2024 | |
| | PAYMEN | NT TERMS | | | DELIVERY TIMEFF | VAME |
| | ALTERI | NATE PAYMEN | TOPTIONS | | EXTENDED | PURCHASING |
| ☐ P-C | ard 🔲 | Direct Vouche | er (PRC) | ☐ Other | ⊠ Yes | ☐ No |
| MINIMUM DELIVE | RY REQUIREME | NTS | | | | |
| | | D | ESCRIPTION OF | CHANGE NOTICE | | |
| OPTION | LENGTH | OF OPTION | EXTENSION | LENGTH OF | EXTENSION | REVISED EXP. DATE |
| | <u> </u> | | | | | |
| CURRENT | VALUE | VALUE OF CI | HANGE NOTICE | ESTIMATED |) AGGREGATE CO | NTRACT VALUE |
| \$250,001.00 \$240,000.00 | | \$490,001.00 | | | | |
| | | | DESCR | | | |
| | | | | by \$240,000.00. by request, and D | | |

FOR THE CONTRACTOR:

BERGER CHEVROLET

Company Name

E-SIGNED by Bob Evans on 2024-06-27 17:18:18 GMT

Authorized Agent Signature

Bob Evans

Authorized Agent (Print or Type)

2024-06-27 17:18:18 UTC

Date

FOR THE STATE:

E-SIGNED by Yvon Dufour on 2024-07-01 11:21:02 GMT

Signature

Yvon Dufour

Category Specialist

Name and Title

DTMB Central Procurement Services

Agency

2024-07-01 11:21:02 UTC

Date

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$49,527.00

Vehicle Description:

Number of units

1

Year <u>2024</u>

Make Chevrolet

Total Bid Amount \$49,527.00

Model Traverse AWD Z71

Vendor:

Berger Chevrolet Inc.

Bid Prepared For:

Address 2525 28th Street S.E.

Address 2323 Zoth Street 3.12.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

City of Warren

Price includes title fee and delivery. Price based on Municipal discount in the State of Michigan Contract number 07187700177.

Signature Robert Evans

Printed Signature Robert M. Evans
Date 8/7/2024

Selected Model and Options

MODEL

CODE

MODEL

1LC56

2024 Chevrolet Traverse 4dr Z71

COLORS

CODE

DESCRIPTION

G1W

Iridescent Pearl Tricoat (Extra cost. Not available on LS.)

OPTIONS

| CODE | DESCRIPTION |
|-------------|--|
| 2 Z7 | Z71 Preferred Equipment Group Includes Standard Equipment |
| AR9 | Seats, front bucket (STD) |
| CAV | LPO, Cargo tray (Not available with (VLI) cargo mat, LPO:) |
| DRZ | Rear Camera Mirror (included and only available with (Y5T) Enhanced Driving Package.) |
| FE9 | Emissions, Federal requirements |
| G1W | Iridescent Pearl Tricoat (Extra cost. Not available on LS.) |
| H8K | Jet Black with Torch Red accents, Premium cloth seat trim |
| IVE | Audio system, 17.7" diagonal advanced color high-contrast LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay and Wireless Android Auto for compatible phones (STD) (Included with (BGP) Driver Confidence Package.) |
| LK0 | Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT) (328 hp [244 kW] @ 5500 rpm, 326 lb-ft of torque [442 N-m] @ 3500 rpm) (STD) |
| MF8 | Transmission, 8-speed automatic (STD) |
| PDF | LPO, Floor Liner Package includes (RIA) first and second row all-weather floor liners, LPO and (RIB) third row all-weather floor liner, LPO (Not available with (PDH) Interior Protection Package, LPO or (PDZ) Assistance Package, LPO. |
| PXW | Wheels, 18" (45.7 cm) High Gloss Black painted machined-face aluminum (STD) |
| RIA | LPO, All-weather floor liners, first and second row (Included and only available with (PDF) Floor Liner Package, LPO or (PDZ) Assistance Package, LPO.) |
| RIB | LPO, All-weather floor liner, third row (Included and only available with (PDF) Floor Liner Package, LPO, (PDZ) Assistance Package, LPO or (PDH) Interior Protection Package, LPO.) |
| UKL | Super Cruise a hands-free driver assistance system for use on compatible roads (Included and only available with (Y5T) Enhanced Driving Package.) |
| UKZ | Enhanced Automatic Parking Assist (Included and only available with (Y5T) Enhanced Driving Package.) |

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23120, Data Updated: Aug 5, 2024 6:43:00 PM PDT.

Page 1



OPTIONS

| CODE | DESCRIPTION |
|------|---|
| ULM | Driver Attention Assist (Included and only available with (Y5T) Enhanced Driving Package.) |
| UQA | Audio system feature, Bose premium 10-speaker system includes sub-woofer (Included and only available with (Y5T) Enhanced Driving Package.) |
| Y5T | Enhanced Driving Package includes (UKL) Super Cruise, (UKZ) Enhanced Automatic Parking Assist and (ULM) Driver Attention Assist (Also includes (UQA) Bose premium 10-speaker audio system and (DRZ) Rear Camera Mirror. |

Options Total

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region, Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23120. Data Updated: Aug 5, 2024 6:43:00 PM PDT.

Page 2

Standard Equipment

Package

Convenience Package includes (BTV) Remote Start, (KA1) heated driver and front passenger seats, (KI3) heated steering wheel and (N53) wrapped steering wheel

Driver Confidence Package includes (KSG) Adaptive Cruise Control, (UKM) enhanced Lane Keep Assist with Lane Departure Warning, (UV2) HD Surround Vision, (UKK) Rear Pedestrian Alert, (UOW) Side Bicyclist Alert, (UVX) Traffic Sign Recognition, (UGN) Enhanced Automatic Emergency Braking, (CTB) Intersection Automatic Emergency Braking, (UVZ) Reverse Automatic Braking and (IVE) 17.7" diagonal advanced color high-contrast LCD display with Google built-in compatibility [select service plan required, terms and limitations apply], including navigation capability (Also includes (KI6) 120-volt power outlet.)

Trailering Package includes (PZ8) Hitch View, (CTT) Hitch Guidance, (V08) heavy-duty cooling system and (KW5) 220 amp alternator

Mechanical

All-wheel drive

Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT) (328 hp [244 kW] @ 5500 rpm, 326 lb-ft of torque [442 N-m] @ 3500 rpm) (STD)

Transmission, 8-speed automatic (STD)

Engine control, stop-start system

Engine control, stop-start system override

Advanced Twin-Clutch AWD System

Electronic Precision Shift, electronic transmission range selector

Hill Descent Control

Cooling system, heavy-duty

Alternator, 220 amps

Hitch Guidance

Hitch View

Suspension, Special Ride and Handling

Brake lining wear indicator

Brakes, 4-wheel antilock, 4-wheel disc

Exterior

Wheels, 18" (45.7 cm) High Gloss Black painted machined-face aluminum (STD)

Tires, 265/65R18SL all-terrain, blackwall

Wheel, spare, 18" (45.7 cm) steel

Tire, compact spare, T135/70R18, blackwall

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23120. Data Updated: Aug 5, 2024 6:43:00 PM PDT.

Exterior

Roof rails, Gloss Black

Molding, high gloss Black door upper and low gloss Black belt

Moldings, molded color bodyside

Moldings, rocker, narrow, molded color

Wheel moldings, mold-in-color Black

Door handles, body-color

Grille, High Gloss Black, sporty

Headlamps, LED, automatic on/off

IntelliBeam, auto high beam

Glass, deep-tinted

Mirrors, outside heated, power-adjustable, manual-folding Black, with integrated turn signal indicators

Rear Camera Washer

AutoSense Power Liftgate, programmable, hands free

Entertainment

Audio system, 17.7" diagonal advanced color high-contrast LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CariPlay and Wireless Android Auto for compatible phones (STD) (Included with (BGP) Driver Confidence Package.)

Audio system feature, 6-speaker system

SiriusXM with 360L includes a trial subscription to the Platinum Plan. Experience more channels in the vehicle, a more personalized experience and easier navigation. (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Active Noise Cancellation, driveline

Interior

Seating, 7-passenger (2-2-3 seating configuration)

Seats, front bucket (STD)

Seat trim, premium cloth

Seat adjuster, driver 8-way power

Seat adjuster, driver 4-way power lumbar

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23120, Data Updated: Aug 5, 2024 6:43:00 PM PDT.

Interior

Seat adjuster, front passenger 4-way manual

Seats, heated driver and front passenger

Headrest, 3rd row center

Floor mats, front, carpeted (Deleted when LPO floor mats or floor liners are ordered.)

Floor mats, rear, carpeted (Deteted when LPO floor mats or floor liners are ordered.)

Sill plate, chrome

Steering column, manual tilt and telescopic

Steering wheel, wrapped

Steering wheel, heated

Driver Information Center, 11" diagonal display

Vehicle health management provides advanced warning of vehicle issues

Windows, remote express-up/-down driver and express-down all passengers

Keyless Open, all doors includes extended range Remote Keyless Entry with lock/unlock feature

Remote Start

Adaptive Cruise Control (Included with (BGP) Driver Confidence Package.)

Wireless Phone Charging

USB ports, 2, one type A and one type-C data/charge, located in the front area of the center console

USB ports, 2 type-A, charge-only located on the rear of the center console

USB ports, 2 type-A, charge-only one on each outboard location

Power outlet, 120-volt, located on the rear of center console (Included with (BGP) Driver Confidence Package.)

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, front passenger and rear seat passengers

Sensor, cabin humidity and windshield temperature

Mirror, inside rearview manual day/night

Safety-Mechanical

Enhanced Automatic Emergency Braking (Included with (BGP) Driver Confidence Package.)

Front Pedestrian and Bicyclist Braking

Intersection Automatic Emergency Braking (Included with (BGP) Driver Confidence Package.)

Rear Cross Traffic Braking

Reverse Automatic Braking (Included with (BGP) Driver Confidence Package.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparar's input is subject to the accuracy of the input provided.

Data Version: 23120. Data Updated: Aug 5, 2024 6:43:00 PM PDT.

Safety-Exterior

Mechanical jack with tools

Safety-Interior

Airbags, driver and front passenger frontal, seat-mounted side-impact first and second row outboard seating positions, and roof rail-mounted head-curtain for all outboard seating positions, and Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Rear Park Assist

HD Surround Vision (Included with (BGP) Driver Confidence Package.)

Blind Zone Steering Assist

Lane Keep Assist with Lane Departure Warning, enhanced (Included with (BGP) Driver Confidence Package.)

Following Distance Indicator

Forward Collision Alert

Traffic Sign Recognition (Included with (BGP) Driver Confidence Package.)

Side Bicyclist Alert (Included with (BGP) Driver Confidence Package.)

Speed Limit Assist, automatic

LED Reflective Windshield Collision Alert

Rear Pedestrian Alert (Included with (BGP) Driver Confidence Package.)

Seat belts, all rows 3-point with pretensioners, driver and front passenger height-adjustable

Seat belt indicator, 2nd row

Seat belt indicator, 3rd row

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

LATCH system (Lower Anchors and Tethers for CHildren), for child restraints seats

Safety Alert Seat

Rear Seat Reminder

Tire Pressure Monitor System, auto learn

This document contains information considered Confidential between GM and its Clients uniquely. The Information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23120. Data Updated: Aug 5, 2024 6:43:00 PM PDT.

Safety-Interior

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000 Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000 Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.



Water Division 12821 Stephens Road Warren, MI 48089 (586) 759-9200

> David Koss Superintendent

August 7, 2024

Craig Treppa, Purchasing Agent Purchasing Division of the City of Warren

Purchase a new 2024 Chevrolet Traverse #MA071B7700177C Re:

Dear Mr. Treppa:

The Water Division is recommending the purchase of a new 2024 Chevrolet Traverse AWD from Berger Chevrolet for a price of \$49,527.00.

The proposed vehicle will be bought through the State of Michigan Contract Cooperative Vehicle #MA071B7700177C from Berger Chevrolet, 2525 28th Street S.E, MI 49512. This vehicle is on the lot at Berger Chevrolet and ready for immediate delivery.

At this time, this vehicle will be an addition to the fleet in the Water Division. Several vehicles in the division will be reassigned as required for specific responsibilities. The proposed vehicle is budgeted in the 2024/25 Water and Sewer System Budget listed in account #592-9047-98040.

I will be available for City Council of any questions they may have in regards to the purchase of this vehicle and the future of the Water Maintenance Division. I can be reached at my office at 586,759.9234 or my cell at 586.601.5450.

If you concur with my recommendations, please forward to the Mayor and City Council for approval.

Sincerely,

Derek Richter, Deputy Superintendent

City of Warren Water Division

RESOLUTION

Document Number: STA-W-1317

Product or Service: One (1) 2024 Chevrolet AWD Traverse

Requesting Department: Water Division

| At a Regular Meeting of the City Council of the City of Warren, County of Macomb, | | | | |
|--|--|--|--|--|
| Michigan, held on at 7 p.m. Local Time, in the Council Chamber | | | | |
| at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan. | | | | |
| PRESENT: Councilmembers: | | | | |
| ABSENT: Councilmembers: | | | | |
| The following preamble and resolution were offered by Councilmember | | | | |
| and supported by Councilmember | | | | |
| Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, | | | | |
| sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of | | | | |
| any supplies, equipment, goods or services with one (1) or more public procurements units. | | | | |
| Upon performing a diligent inquiry, the Water Division Deputy Superintendent has | | | | |
| determined that is it necessary in the interest of the City, to acquire one (1) 2024 Chevrolet | | | | |
| AWD Traverse from Berger Chevrolet, Inc., 2525 28th Street S.E., Grand Rapids, MI 49512, | | | | |
| utilizing the State of Michigan Cooperative Contract #MA071B7700177C in an amount of | | | | |
| \$49,527.00. | | | | |
| - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | | | |

Funds are available in account number: 592-9047-98040.

IT IS RESOLVED, that the cooperative purchase though <u>Berger Chevrolet, Inc.</u> is hereby accepted by City Council in a total amount of \$49,527.00 and payment is authorized by City Council to be paid to the vendor immediately upon successful delivery from the vendor.

| IT IS FURTHER RESOLVED, that the | he Purchasing Agent and/or Mayor and City Clerk |
|---|--|
| are authorized to execute any such docume | ents that are necessary for this approval consistent |
| with the terms of the: | |
| X Coop □ Conti X Reso | |
| and in such form that meets with the satisfa | ction of the City Attorney if review is required. |
| AYES: Councilmembers: | <u> </u> |
| NAYS: Councilmembers: | |
| RESOLUTION DECLARED ADOPTED this | day of, 2024. |
| | |
| | Mindy Moore Secretary of the Council |
| CEF | RTIFICATION |
| STATE OF MICHIGAN)) SS. COUNTY OF MACOMB) | |
| I, Sonja Buffa, duly elected City | Clerk for the City of Warren, Macomb County, |
| Michigan, hereby certifies that the foregoing | g is a true and correct copy of the resolution adopted |
| by the Council of the City of Warren at its m | neeting held on |
| , 2024. | |
| | Sonja Buffa City Clerk |



ONE CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 PHONE (586) 574-4600 FAX (586) 574-4614 www.cityofwarren.org

DATE:

AUGUST 15, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

STA-W-1321; PURCHASE OF SIX (6) POLICE VEHICLES THROUGH THE STATE OF

MICHIGAN CONTRACT #071B7700184

The Purchasing Division concurs with the Police Department and recommends that City Council award the purchase of six (6) Police Vehicles utilizing the State of Michigan Contract #071B7700184 in the amount of \$271,785.75, to Todd Wenzel Buick GMC, 35100 Ford Road, Westland, MI 48185.

If the City Council approves this purchase, payment <u>shall be authorized</u> to be made immediately upon successful delivery from the recommended vendor.

The vehicles will be for unmarked/investigative/surveillance use.

Due to the confidential nature of this purchase, the backup information (make and model of the vehicles, etc.) is being kept confidential. Your honorable body can obtain this information by contacting Staff Sergeant Zachery Lemond or the Purchasing Agent, Craig Treppa.

Funds are available in the Drug Forfeiture Account: 261-9261-82215.

Respectfully Submitted,

Craig Treppa

Purchasing Agent

| Approved By: | , / Signature | Date |
|------------------|---------------|-----------|
| Budget Director: | Kliston SCHEU | 8/19/2004 |
| Controller: | Julied of | 8/19/202 |
| MAYOR: | Nor MAte | 8/20/2024 |



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

Various

SW

320 S. WALNUT ST., LANSING, MICHIGAN 48933 P.O. BOX 30026 LANSING, MICHIGAN 48909

TODD WENZEL BUICK GMC OF WESTLAND INC

CONTRACT CHANGE NOTICE

Change Notice Number 8

to

Contract Number <u>071B7700184</u>

| 35100 Ford Road | | | S | | | | |
|--|---|---------------|---------------------|---------------------------------------|---------------|-------------|------------------------------|
| Westland, MI 48185 Albert Li | | | STATE | | | | • |
| Albert Li | | | | Yvon Dufour | | DTMB | |
| 734-721-1144 4265 | | | | (517) 249-045 | 5 | | |
| ali@toddwenzel.com | | | | dufoury@mich | nigan.gov | | |
| CV0058422 | | | 1 | | | | |
| | | CONTRAC | T SUMMARY | , | | | |
| VEHICLES - PATROL, PA | | | NS | | | | |
| MARIAGE CARROCTE PORTED FOR | (1) (1) (1) (1) (1) (1) (1) (1) (1) (1) | | Judo fasi | . 60(60)-70(F) JE (1) | Charles 1 | | Siderphagyansis TT Adomba |
| August 1, 2017 | November 30, 2 | 2022 | | 1 - 2 Year | | | per 30, 2024 |
| 1986年 - | THE STANK SOLE | | m n _e ne | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | W. | |
| | | | | | | | · |
| | (ATHERA) ENGLISH | | | · | | | क्षिण स्थालह |
| ☐ P-Card | □ PRC | ☐ Othe | r | | ⊠ ` | Yes | □ No |
| 的国际中的特色(ACES) (AES)(AES) | | | | · | | · | |
| | | | | | | | |
| (4)/(4(5)6). (25d/C) . (25 | | CRIPTION O | | OTICE 1707 All of 1809 of | NA STATE | L MANIES. | Marin avera |
| | | | | | | | per 30, 2024 |
| . CARDASKI WALLING | 1. 17/0 (P. 1) F () (1/66/50 | | 1155 | STIMATER ASSET | 阿拉尔斯克拉拉 | | |
| \$2,000,001.00 | \$0.00 | | · , | | ,000,001,00 | | <u> </u> |
| | | | RIPTION | | | | |
| Effective November 3rd, 202 | 3, 2024 model year vel | hicles and pr | icing are he | reby updated, p | er revised So | hedule B | Pricing. All |
| other terms, conditions, spec | sincations and pricing re | anam me sa | me. Per con | mactor proposa | I and Drivib | Procureme | ını approval. |
| | | | | | | | |
| · · · · · · · · · · · · · · · · · · · | <u> </u> | | | | <u>.</u> | | |



WARREN POLICE DEPARTMENT 29900 CIVIC CENTER BLVD WARREN, MI 48093 (586) 574-4700 FAX (586) 574-4863 www.cityofwarren.org

August 9, 2024

Mr. Craig Treppa, Purchasing Agent, City of Warren

RE: Request for Vehicle Purchase Utilizing State of Michigan Contract #071B7700184

Dear Mr. Treppa:

The Police Department regularly requests appropriation of funds in our yearly budget to supplement the unmarked investigative and patrol fleet vehicles. We currently have funds to purchase the below listed vehicles, by utilizing \$271,785.75 from our drug forfeiture local funds account #261-9261-82215. In an effort to remain fiscally responsible and continue our operational effectiveness, we will rotate the older, high-mileage vehicles out of the fleet and place the new ones into the bureaus and divisions as needed. We intend to purchase six (6) vehicles. Listed below is a breakdown of the vehicles to be purchased:

| Quantity | <u>Vehicle</u> | Unit Cost | <u>Total Cost</u> |
|-----------|--|--|-------------------|
| From acco | unt # 261-9261-82215: | | • • • |
| 3 | Vehicles "A,B & C" Unmarked/Investigation/Surveillance | \$27,649.25 per unit State of Michigan #071B7700184 Purchased at Todd Wenzel Buick GMC | \$ 88,947.75 |
| 3 | Vehicles "D,E & F" Unmarked/Investigation/Surveillance | \$60,946.00 per unit State of Michigan #07187700184 | \$ 182,838.00. |
| | | Total: | \$271,785,75 |

The six (6) vehicles listed as "A-F" will be for unmarked/investigative/surveillance use and will not be described by make or model in this document so as not to compromise officer safety or operational integrity.

The vehicle pricing comes from the State of Michigan pricing bid referenced above.

Thank you in advance for your assistance. If you have any questions, please contact me at 586-574-4768.

Sincerely,

Zacher Lemond Statt Sergeant Administrative Rervices Bureau Charles Rushton, Commissioner

RESOLUTION

Document No: STA-W-1321

Product or Service: Confidential Police Vehicle
Requesting Department: Police Department

| At a Regular Meeting of the City Council of the City of Warren, County of | | | | |
|--|-----------------------------|--|--|--|
| Macomb, Michigan, held on 2024 at 7 p.m. Local Time, in the | | | | |
| Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, | | | | |
| Michigan. | | | | |
| PRESENT: Councilmembers: | | | | |
| ABSENT: Councilmembers: | | | | |
| The following preamble and resolution were off | ered by Councilmember | | | |
| and supported by Councilr | nember | | | |
| Pursuant to Section 2-344 of the Code of Ordin | nances, the City may either | | | |
| participate in, sponsor, conduct, or administer a cooperative purchasing agreement for | | | | |
| the procurement of any supplies, equipment, goods or services with one (1) or more | | | | |
| nublic procurement units | | | | |

Upon performing a diligent inquiry, the Commissioner of the Police Department has determined that it is necessary in the interest of the Police Department and the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The Police Department recommends awarding the purchase of six (6) Police Vehicles utilizing the State of Michigan Contract #071B7700184 in the amount of \$271,785.75 to Todd Wenzel Buick GMC, 35100 Ford Road, Westland, MI 48185.

The vehicles will replace older, high-mileage vehicles into the bureaus and divisions, as needed.

Due to the confidential nature of this purchase, the backup information (make and model of the vehicles, etc.) is being kept confidential. Your honorable body can obtain this information by contacting the Police Department or the Purchasing Agent.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds in the amount of \$271,785.75 are available in the Drug Forfeiture Account: 261-9261-82215.

IT IS RESOLVED, that the cooperative purchase is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that City Council authorizes payment to be made to the awarded vendor immediately upon City acceptance of the vehicles.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

X Cooperative Bid Documents

☐ Contract

X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

| AYES: | Councilmembers: | · · | |
|-------|-----------------------------|--------|-------------|
| NAYS: | Councilmembers: | | |
| RESOL | UTION DECLARED ADOPTED this | day of | , 2024. |

Mindy Moore Secretary of the Council

CERTIFICATION

| TATE OF MICHIGAN) |
|---|
|) SS. OUNTY OF MACOMB) |
| I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, |
| ichigan, hereby certifies that the foregoing is a true and correct copy of the resolution |
| dopted by the Council of the City of Warren at its meeting held on |
| , 2024. |
| |
| Conia Duffa |
| Sonja Buffa City Clerk |



ENGINEERING DIVISION

One City Square, Suite 300 Warren, MI 48093-2390 (586) 759-9300

Fax (586) 759-9318

www.cityofwarren.org

8/7/2024

Ms. Mindy Moore City Council Secretary

RE:

CONSIDERATION AND ADOPTION OF RESOLUTION to Approve Contract Modification No. 2 City Contract ST-22-765, 2022 Miscellaneous Storm Sewer Repairs, increasing the contract amount with Superior Excavating, Inc. by \$500,000, resulting in a proposed contract amount of \$719,600.

Attached hereto is a copy of the proposed Contract Modification No. 2 to the City Contract ST-22-765, 2022 Miscellaneous Storm Sewer Repairs with Superior Excavating, Inc.

The contract modification is to extend the contract time to June 30th 2025, and increase in contract funding to add additional repair locations, resulting in an increase from the original contract amount by \$500,000.

It is the Engineering Division's recommendation that the Warren City Council approve the Contract Modification No. 2 to the City Contract ST-22-765, 2022 Miscellaneous Storm Sewer Repairs, as presented in the attached Contract Modification No. 2.

Funding is available in the DPW Contractual Services Fund 101-1442-80100.

Please place this item on the next available City Council agenda for consideration. Should you have any questions regarding this matter, I can be reached in my office at (586) 759-9306.

Sincerely.

Tina G. Gapshes, P.E.

City Engineer

Read and Concurred:

David Muzzarelli

Public Service Director

Funding Approval:

Kristina Battle

Budget Director

Approved as to Form:

Recommended to Council:

City Attorney

Stone

Mayor

TGG/ocg

Attach: Contract Modification No. 2 and Proposed Resolution



One City Square, Suite 300 Warren, MI 48093 (586) 759-9300 Fax (586) 759-9318 www.cityowarren.org

CONTRACT MODIFICATION

8/7/2024

DATE:

| CONTRACT: | CT: ST-22-765 2022 Miscellaneous Storm Sewer Repairs | | | |
|--|---|--|--|--|
| MODIFICATION NO | .: 2 | | | |
| TO: | Superior Excavating, Inc. 2420 2791 Auburn Road Auburn Hills, MI 48326 | | | |
| Extension of contract ti | ime and funding increase for additional locations of | rear yard drainage systems. | | |
| The total change in cor extending the contract | ntract price is \$500,000 (increase) resulting in a fina completion time to June 30th 2025. | ll contract amount of \$719,600 and | | |
| The Contractor will be herein, including all itel mentioned. | held to furnish all materials and labor required for the mass incidental thereto or necessary to complete the mass incidental thereto or necessary to complete the mass incidental thereto. | ne completion of the work described work, even though not specifically | | |
| This document, includi and all provisions of the | ng the additional pay items described above shall be Contract will apply thereto. | ecome an amendment to the Contract, | | |
| The above shall be effe | ective upon approval of the Mayor and the City Cou | ncil. | | |
| Except as modified, all | other terms of the Contract remain in effect. for Superior Excavating, Inc. (Contractor) | Date: | | |
| Recommended by: | Tina G. Gapshes, P.E., City Engineer | Date: | | |
| Approved by: | Warren City Council | Date: | | |
| Approved by: | Lori M. Stone, Mayor | Date: | | |
| Approved by: | Sonja Buffa, City Clerk | Date: | | |
| | conje manan any aran | | | |

RESOLUTION APPROVING CONTRACT MODIFICATION NO. 2 TO CITY CONTRACT ST-22-765 2022 MISCELLANEOUS STORM SEWER REPAIRS SUPERIOR EXCAVATING, INC.

| At a re | At a regular meeting of the City Council of the City of Warren, County of Macomb, | | | | |
|---------------|---|--|--|--|--|
| Michigan, hel | d on | , 2024 at 7:00 p.m. EasternTime, in | | | |
| Council Chan | nbers located at Warı | en Community Center Auditorium, 5460 Arden Ave., Warren, | | | |
| Michigan. | | | | | |
| PRESENT: | Councilmembers | | | | |
| | | | | | |
| ABSENT: | Councilmembers | | | | |
| The fo | ollowing preamble an | d resolution were offered by Councilmember | | | |
| | | _, and supported by Councilmember | | | |
| Super | rior Excavating, Inc. a | and the City of Warren entered into a contract titled | | | |
| ST-22-765, 2 | 022 Misc. Storm Sew | ver Repairs. | | | |
| A 1 4*** | | and their are contained and he installed will be | | | |

Additional locations of rear yard drainage systems needing to be installed will be required over the next year.

The Engineering Division recommends approval of the attached Contract Modification No. 2, as submitted, thereby <u>increasing</u> the original contract amount by \$500,000, resulting in an amended contract amount of \$719,600 and extending the contract completion time to June 30th 2025.

Funding is available in the DPW Contractual Services Fund 101-1442-80100.

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled ST-22-765, 2022 Misc. Storm Sewer Repairs for the additional locations, increasing the original contract amount by \$500,000, resulting in an amended contract amount

of \$719,600, and extending the contract completion time to June 30th 2025 as presented in the attached Contract Modification No. 2.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 2 to City Contract ST-22-765, 2022 Misc. Storm Sewer Repairs in such form that meets with the approval of the City Attorney. AYES: Councilpersons NAYES: Councilpersons RESOLUTION DECLARED ADOPTED this ______ day of ______ 20_____. MINDY MOORE Secretary of the Council CERTIFICATION STATE OF MICHIGAN) SS. COUNTY OF MACOMB I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _______, 20_____. SONJA BUFFA City Clerk



PUBLIC SERVICE DEPARTMENT ENGINEERING DIVISION

One City Square, Suite 300 Warren, Michigan 48093-2390 P: (586) 759-9300 F: (586) 759-9318 www.cityofwarren.org

August 6, 2024

Mindy Moore City Council Secretary

CONSIDERATION AND ADOPTION OF A RESOLUTION for One (1) Year Extension of RE: Storm Water Education Services with Clinton River Watershed Council

On November 12, 2019, City Council approved a five year agreement with Clinton River Watershed Council (CRWC) for storm water education services that will end September 30, 2024. These services have been purchased by the City since 2004 to fulfill the public education requirement contained within the City's NPDES Permit NO. MI0053881.

The NPDES permit requires that "the permittee shall have a public education program to promote, publicize, and facilitate watershed education for the purpose of encouraging the public to reduce the discharge of pollutants in storm water." CRWC satisfactorily provides those services not only for Warren but also for over forty (40) other public entities in southeast Michigan.

The Engineering Division recommends that the City agree to a one (1) year extension of this current contract through September 30, 2025 at the cost of \$7,190.00. CRWC will provide an updated five (5) year contract to all its members in early 2025, which we will then present to City Council for approval.

The availability of funding for this extension, as stated in the attached City Council resolution, is budgeted annually in the Engineering Division's Contractual Services Account and has been confirmed and approved by the Budget Director. The form of the Agreement document and the proposed City Council resolution authorizing approval of the Agreement has been reviewed and approved by the City Attorney.

Please place this item on the next available City Council agenda for consideration. If you have any questions, please contact me at (586) 759-9300.

Sincerely,

Read and Concur:

Funding Approval:

Tina G. Gapshes.

City Engineer

David Muzzarelli

Public Service Director

Kristina Battle **Budget Director**

Contract Approved:

Recommended to Council:

Mary Michae Acting City Attorney

Mayor

Attachments

RESOLUTION TO APPROVE ONE (1) YEAR EXTENSION OF STORM WATER EDUCATION SERVICES WITH CLINTON RIVER WATERSHED COUNCIL

| Atar | egular meeting of the City Council of the City of Warren, County of Macomb, Michigan, |
|--------------|---|
| held on | , 2024 at p.m. Eastern Daylight Savings Time, in the |
| Council Char | mber at the Warren Community Center Auditorium. |
| PRESENT: | Councilpersons |
| ABSENT: | Councilpersons |
| The f | ollowing preamble and resolution were offered by Councilperson |
| | and supported by Councilperson |

The City of Warren is obligated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) under its NPDES Permit #MI 0053881 to educate its citizens about the hazards associated with illicit discharges and improper disposal of waste and encourage public reporting of the presence of illicit discharges or improper disposal of materials into the permittee's drainage system; educate the public on the availability, location, an requirements for collection and disposal of household hazardous waste, travel trailer sanitary waste, chemicals, grass clippings, leaf litter, animal wastes and motor vehicle fluids; educate the public regarding acceptable application and disposal of pesticides, herbicides, and fertilizers; educate the public concerning preferred car cleaning agents and procedures for non-commercial car washing; educate the public concerning the ultimate discharge point and potential impacts of pollutants from the drainage system serving their place of residence; educate the public concerning proper septic system maintenance; educate the public concerning management of riparian lands to protect water quality; educate the public about their responsibilities and stewardship in their watershed; and educate commercial, industrial and institutional entities likely to have significant storm water impacts.

The City of Warren does not have sufficient in-house staff to coordinate, promote, and track the activities required by permit and noted above. Since 2004, the Clinton River Watershed Council

(CRWC) has provided the services required to adhere to these public education requirements. The current agreement the City of Warren entered into in 2019 is set to expire on September 30, 2024.

The City Engineer recommends approval of a one (1) year extension of the current agreement with CRWC, extending the contract terms to September 30, 2025 at a cost of \$ 7,190.00. CRWC will provide an updated five (5) year contract to all of its members in early 2025 which will then be presented to Council for approval.

Funding for this extension is available in the Engineering Division's Contractual Services Account 101-1447-80119.

NOW THEREFORE BE IT RESOLVED; the City of Warren hereby approves execution of the attached Contract Extension Agreement between the City of Warren and the Clinton River Watershed Council pursuant to all conditions contained therein.

IT IS FURTHER RESOLVED; that the Mayor and Clerk are hereby authorized to execute the aforementioned Agreement and a payment be issued to Clinton River Watershed Council as invoiced for this extension.

| AYES: Councilpersons: | | |
|----------------------------------|---|---------|
| NAYS: Councilpersons: | | - |
| RESOLUTION DECLARED ADOPTED this | day of | , 2024. |
| | MINDY MOORE Secretary of the Council | |

CERTIFICATION

| STATE OF MICHIGAN)) SS. | |
|--|---|
| COUNTY OF MACOMB) | |
| I, SONJA BUFFA, duly elected City Cle | rk for the City of Warren, Macomb County, Michigan, |
| hereby certify that the foregoing is a true and co | prrect copy of the resolution adopted by the Council of the |
| City of Warren at its meeting held on | , 2024. |
| | |
| | SONJA BUFFA |
| | City Clerk |





July 15th, 2024

To our Stormwater Education program participants,

Thank you for your community's continued participation in the Clinton River Watershed Council's Stormwater Education Program. For over 20 years, CRWC's Stormwater Education Program has provided community programming focused on assisting local government members in meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater regulations.

As mentioned in our previous email message at the end of June, "Stormwater Education Contract Renewal", CRWC is gathering feedback from communities and stormwater representatives through the end of 2024 that will be utilized to refresh and update the program where needed. As part of this analysis, CRWC will also assess the costs associated with delivering these important services to inform the next contract cycle.

As a result of this analysis, CRWC will provide an updated contract and menu of services for review in the winter of 2025 with the new five (5) year contract period to start October 1, 2025.

The current contract term for the Stormwater Education Program expires September 30, 2024. CRWC is offering a one (1) year extension to the current contract which would span October 1, 2024 through September 30, 2025. In order to keep pace with inflation, we have increased our fees by 5% in the extension.

The program will continue to offer high quality educational services such as:

- Stormwater Education presentations and workshops
- Stream Leaders k-12 educational program
- Adopt-A-Stream citizen science and stewardship program
- RiverSafe LakeSafe homeowner education program
- Keeping It Clean Weekly Clean and Clinton Cleanup
- Placemaking and GI implementation through our WaterTowns™ initiative
- Fact sheets, articles, brochures, tip cards, dog waste bags, and more.

Thank you to all community representatives that have signed and sent their contract extensions thus far. Signed extensions must be returned to CRWC no later than Friday August 30th, 2024.

Extensions may be emailed to CRWC at contact@crwc.org or mailed to:

Clinton River Watershed Councill ATTN Kaleigh Snoddy 1115 West Avon Road Rochester Hills, MI 48309

CLINTON RIVER WATERSHED COUNCIL EIN# 38-3216864 1115 W AVON ROAD

Invoice

| Date | Invoice # |
|-----------|-----------|
| 7/15/2024 | 4918 |

| Bill To | |
|-----------------------------|--|
| CITY OF WARREN | |
| ONE CITY SQUARE | |
| SUITE 300 | |
| WARREN, MI 48093 | |
| TINA GAPSHES, CITY ENGINEER | |
| | |
| | |
| | |

| P.O. No. | Terms | Project |
|----------|-------|---------|
| | | |

| | · | | |
|----------|--------------------------------------|----------|-----------|
| Quantity | Description | Rate | Amount |
| | 2024 - 2025 STORMWATER EDUCATION FEE | 7,190.00 | 7,190.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | · | |
| | | | |
| | <u>-</u> " | Total | \$7,190.0 |

CONTRACT EXTENSION AGREEMENT BETWEEN CLINTON RIVER WATERSHED COUNCIL AND City of Warren

| | ······ | |
|--|--|--|
| THIS AGREEMENT, made and between CLINTON RIVER WA Warren (hereinafter "Client"). | and entered into on this day of, 2024, by TERSHED COUNCIL (hereinafter "Contractor") and City of | |
| WHEREAS, Contractor and which was set to expire by its terms | Client are parties to an Agreement for Services ("AFS"), on September 30, 2024; | |
| WHEREAS, under the AFS, relevant to stormwater and the Clinton | , the Contractor provides public education services to the Clien River watershed; and | |
| WHEREAS, the parties mut following modifications contained h | ually extended the AFS through September 30, 2025 with the nerein. | |
| NOW, THEREFORE, the pa | arties agree as follows: | |
| | \$7190 in conjunction with the previous Scope of Services and ed payment terms and conditions. | |
| 2. The AFS shall | Il be extended through September 30, 2025. | |
| IN WITNESS WHEREOF, the Cont date set forth in this Contract. | tractor and the Client execute this Contract Extension as of the | |
| CLIENT | CLINTON RIVER WATERSHED COUNCIL | |
| Name: | Jennifer Hill | |
| Title: Executive Director | | |

CITY OF WARREN Office of the Council Secretary

Item 10d

INTER-OFFICE COMMUNICATION

DATE:

November 12, 2019

TO:

James R. Fouts, Mayor

SUBJECT:

CONSIDERATION AND ADOPTION OF A RESOLUTION approving contract for Storm Water Education Services Agreement.

At a regular meeting of the City Council held Tuesday, November 12, 2019, Council by formal motion approved the above listed item.

Trusting this information to be of value.

Mindy Moore mose / mk

Council Secretary

cc:

Attorney Clerk

WARREN CITY COUNCIL RESOLUTION APPROVING AN AGREEMENT WITH THE CLINTON RIVER WATERSHED COUNCIL FOR STORMWATER PUBLIC EDUCATION SERVICES

| At a regular meeting of the Warren City Council, County of Macomb, State of |
|--|
| Michigan, held on <u>November 12</u> , 2019 Eastern <u>Standard</u> Time, |
| at 7 p.m. in the Council Chamber at the Warren Community Center Auditorium, located |
| at 5460 Arden, Warren, Michigan. |
| PRESENT: Councilmembers <u>Green, Kabacinski, Lafferty, Moore, Papandrea, Rogensues, W</u> att |
| ABSENT: Councilmembers None |
| The following resolution was offered by Councilmember Papandrea and |
| supported by Councilmember |
| The City of Warren is currently operating under a State of Michigan issued |
| National Pollution Elimination System (NPDES) permit for discharges from its Municipal |
| Separate Storm Sewer System (MS4). |

In order to comply with the State permit regulations, the Michigan Department of Environment, Great Lakes and Energy (EGLE) requires the City to educate its citizens about: (1) the hazards associated with illicit discharges and improper disposal of waste, and encourage public reporting of the presence of illicit discharges or improper disposal of materials into the City's drainage system; (2) the availability, location, and requirements for collection and disposal of household hazardous waste, travel trailer sanitary waste, chemicals, grass clippings, leaf litter, animal wastes, and motor vehicle

fluids; (3) acceptable application and disposal of pesticides, herbicides, and fertilizers; (4) preferred car cleaning agents and procedures for non-commercial car washing; (5) the ultimate discharge point and potential impacts of pollutants from the drainage system serving their place of residence; (5) proper septic system maintenance; (6) management of riparian lands to protect water quality; and (7) their responsibilities and stewardship in their watershed. Furthermore, the permit requires that the City educate commercial, industrial, and institutional entities likely to have significant storm water impacts.

The City wants to renew its contract with the Clinton River Watershed Council to fulfill these public education requirements. The Clinton River Watershed Council wishes to provide the required education services.

The Clinton River Watershed Council has successfully provided these educational services to the City since October 1, 2004. The Clinton River Watershed Council is a sole source provider of these services. See attached.

The length of the contract between the City and the Clinton River Watershed Council is five years from October 1, 2019 through September 30, 2024.

The annual cost to the City for these services is as follows:

\$6,300.00 for services provided from October 1, 2019 — September 30, 2020 \$6,430.00 for services provided from October 1, 2020 — September 30, 2021 \$6,560.00 for services provided from October 1, 2021 — September 30, 2022 \$6,700.00 for services provided from October 1, 2022 — September 30, 2023 \$6,840.00 for services provided from October 1, 2023 — September 30, 2024

Funds are available annually for this work in the Engineering Division's Contractual Services Account 1447-80119.

THEREFORE IT IS RESOLVED that the Warren City Council approves and authorizes the Mayor and City Clerk to execute the attached Agreement for Stormwater Education Services.

IT IS FURTHER RESOLVED that the City Controller is to issue payments to the Clinton River Watershed Council as provided for in the Agreement.

| AYES: | Councilmembers Pa | pandrea, Mo | ore, Green, Kaba | cinski, Lafferty, R | ogensues, Wa |
|----------|---|-----------------------------|--------------------------|---------------------|--------------|
| NAYES: | Councilmembers | None | | | |
| RESOLUTI | ON IS ADOPTED this | 12th | day of _ | November | 2019. |
| | | | MINDY MO Secretary of | | / mr.k |
| | | CERTIFIC | <u>ATION</u> | | |
| | MICHIGAN)) SS. DF MACOMB) | | | | |
| Macomb C | l,ounty, Michigan, certify adopted by the Council aber 12, 2019 | that the for of the City | egoing is a true | and correct cop | y of the |
| | | | SONIA BUP | | |

City Clerk

AGREEMENT FOR STORMWATER EDUCATION SERVICES

THIS STORMWATER EDUCATION AGREEMENT is between the **CITY OF WARREN**, (the Client,) and the **CLINTON RIVER WATERSHED COUNCIL**, (the Contractor), collectively (the Parties).

RECITALS

State and Federal laws and regulations requires the Client to obtain a permit before discharging stormwater collected in its municipal separate storm sewer system (MS4) to the waters of the United States (the Permit).

In order to comply with the Permit, the Client is required to provide certain stormwater education and outreach services to the public. The Client also has an obligation to regularly report the public education programs it has implemented to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The Contractor has experience and staff to provide the stormwater public education services required by the Permit.

At the November 12, 2019 Warren City Council meeting, the Client's City Council passed a resolution authorizing the Client to enter into this Agreement.

THEREFORE, the Parties agree as follows:

SECTION 1.0

EDUCATION SERVICES

The Contractor or its staff shall provide the Client with stormwater public education services that fulfill the Permit requirements as outlined in the Appendix titled "Scope of Services Clinton River Watershed Council MS4 Permit Services".

The Contractor or its staff shall submit all required public education program (PEP) documents to EGLE on the Client's behalf.

The Contractor or its staff shall attend audit meetings and provide documentation to State and Federal regulators to prove Client's compliance with its Permit as it relates to its public education and outreach efforts.

SECTION 2.0

PAYMENT FOR SERVICE

In addition to paying for the education services, the Client shall maintain its Clinton River Watershed Council membership for the length of this Agreement. If the annual membership dues increase more than 25 percent (25%) of the Client's 2019 membership cost, the Client may terminate this Agreement. The Client shall provide 10 days written notice of termination made under this Section. The Contractor shall bill the membership dues separately.

The Client shall pay the Contractor for the education services outlined in this Agreement as follows:

FY 2020 (Oct. 1, 2019 - Sept. 30, 2020) -\$ 6,300 FY 2021 (Oct. 1, 2020 - Sept. 30, 2021) -\$ 6,430 FY 2022 (Oct. 1, 2021 - Sept. 30, 2022) -\$ 6,560 FY 2023 (Oct. 1, 2022 - Sept. 30, 2023) -\$ 6,700 FY 2024 (Oct. 1, 2023 - Sept. 30, 2024) -\$ 6,840

If there are changes to the Permit requirements that significantly affect the level of services required by the Agreement, the Parties may renegotiate the contract prices or either Party may terminate the Agreement.

The Client shall pay the above described Contractor the yearly lump sum in advance of work performed under the Agreement.

SECTION 3.0

NOTICES AND INVOICES

A Party shall sent notices relating to the Agreement to the other Party at the following addresses:

The Contractor: Clinton River Watershed Council

Attn. Executive Director

1115 W. Avon Rd.

Rochester Hills, MI 48309

The Client: CITY OF WARREN

Attn: Donna Dordeski 32360 Warkop Avenue Warren, Michigan 48093

A Party may change its address by providing a new address to the other Party. A change of address is effective seven days after the Party changing its address sends notice of the new address. Termination notice shall be send certified mail return receipt requested.

SECTION 4.0

OWNERSHIP OF MATERIALS

The Client may use any materials prepared by the Contractor under this Agreement for providing public education services to the Client's residents. The Client may reproduce, distribute, and/or revise the materials without permission from the Contractor.

Except, as stated above, the Contractor retains ownership of the materials it creates under the Agreement. The Contractor may also reproduce, distribute, and/or revise these materials.

SECTION 5.0

LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Contractor shall indemnify the Client from and against any claim of liability or loss; penalties; damages; attorney fees; professional advisors fees; settlements; or other expenses arising from or related to the performance of services outlined in this Agreement. The Contractor is not responsible for indemnifying the Client for the Client's own negligence.

SECTION 6.0

TERMS OF AGREEMENT

The term of this Agreement is five years, beginning on October 1, 2019 and ending on September 30, 2024.

The Client and the Contractor may extend the Agreement for a one-year period, up to five times (total of five years). The contract price will annually increase 2 percent (2%) from the previous year's price (rounded to the nearest \$10) for each extension year.

Either Party may terminate the Agreement upon 90 days written notice to the other Party.

LAWS AND REGULATIONS. The Contractor shall comply with all applicable Federal, State, and Local laws and regulations.

MICHIGAN LAW. The Parties intend for this Agreement to be construed in accordance with Michigan law as it exists at the time of this Agreement.

DUE AUTHORIZATION. The Contractor represents and acknowledges that the person signing this Agreement on its behalf is duly authorized to do so.

EFFECTIVENESS. The Agreement is effective when all the parties have signed it. The date the Agreement is signed by the last party (as indicated by the date associated with the party's signature) will be the date of the Agreement. The Parties may execute this Agreement in multiple counterparts.

[The remainder of this page is intentionally left blank]

CITY OF WARREN

| | \bigcirc 2 \sim |
|--|--|
| | Duffer Dollar |
| James R. Fouts | By: Sonja Buffa |
| Its: Mayor | Its: City Clerk |
| | 1000 |
| Dated: 12.2-19 | Dated: 13-3-19 |
| STATE OF MICHIGAN) | • |
|) SS. COUNTY OF MACOMB) | |
| The foregoing instrument was acknowledged | d before me on this 2^{-1} day of |
| December, 2019 by James Fouts | , MAYOR, and <u>Sonia Buffa</u> , |
| CITY CLERK as authorized by the CITY OF WARI | REN. |
| 11 1- MA DASA | MIRANDA WESTPHAL |
| , Notary Public | NOTARY PUBLIC - STATE OF MICHIGAN |
| County of Macomb, State of Michigan | My Commission Expires July 03, 2025 Acting in the County of Macomb |
| My commission expires: <u> </u> | Welling at the county or the |
| Acting in the County of Macomb | |
| OF INTON DIVED MAT | EDOUED COUNCIL |
| CLINTON RIVER WAT | ERSHED COUNCIL |
| By: alousie | |
| ANNE BRASIE | |
| Its: Executive VIHECTU | C |
| Dated: 1/22/19 | · |
| STATE OF MICHIGAN) | |
|) SS. | |
| COUNTY OF <u>Oakland</u>) | |
| The foregoing instrument was acknowledged before | ore me on this <u>Dand</u> day of <u>Novem Jar</u> , |
| 2019 by Anne Brasie as authorized by Clinton Riv | |
| | |
| , Notary Public | |
| County of Macon , State of Michigan | DINA VIVIANO |
| My commission expires: <u> १/५/२७२३</u> | INCIARY PUBLIC - STATE OF MICHICAN |
| Acting in the County of Oakland | My Commission Explines Southern |
| | Acting in the County of Callar |

APPENDIX- SCOPE OF SERVICES CLINTON RIVER WATERSHED COUNCIL MS4 Permit SERVICES

Task 1. Community Consultation-The contractor will:

- A. Prepare for and attend consultations with the Client's staff relevant to public education, materials and programs, critical audiences, and available communication mechanisms. At least one staff member will serve as the Contractor's primary contact. Said individual(s) shall serve as a community liaison for public outreach and communication to promote the programming outlined below over the term of the agreement.
- B. Serve as a resource for general and specific concerns regarding public education services referenced within the terms of this contract.
- C. Continue to support Clients that are covered under the MS4 Stormwater permit by providing consultation when necessary and an annual PEP Report to the Client and a biennial report to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Task 2. Community Education-The contractor will:

- A. Provide a combination of workshop and presentations for a minimum of (12) (2 per subwatershed) throughout the watershed as requested.
 - a. <u>Stormwater Presentations</u> targeted at audiences within the Client's subwatershed. Topics shall include, but are not limited to, watershed stewardship, storm drainage systems and waterways, reporting of illicit discharges, animal waste disposal, common home and yard pollutants, waste disposal, lawn care and pesticide use, septic system maintenance, benefits of green infrastructure and low impact development, riparian land management, and watershed studies. Presentations for a wide variety of audiences will be used as an introduction to current issues related to stormwater pollution.
 - b. <u>Stormwater Workshops</u> are more specific in nature and will cover issues relevant to stormwater in depth. Workshops are designed to help residents and communities implement strategies that control stormwater pollution. Workshops will provide hands on opportunities to explore best management techniques such as how to design a rain garden or protect and enhance a riparian buffer. Target audience includes local citizens, municipal employees, elected and appointed officials and municipal contractors.
- B. Facilitate Riversafe Lakesafe Program This program is a public education campaign to raise awareness and recognize those who incorporate practices which help to keep our freshwater resources clean and healthy. The program educates on how they can adapt their regular household tasks indoors and outdoors in a way that protects water quality in the Clinton River watershed.
- C. Facilitate Watershed Friendly Fertilizer Sticker Program- This point of sale retail program will work with local retailers to label fertilizer to encourage citizens to choose watershed friendly products.

- D. Engage K-12 students through various in-classroom presentations, and watershed programs including: Michigan Green Schools, Stream Leaders, and the Clinton River and Lake St. Clair Water Festivals. Topics to include: watershed stewardship, storm drainage systems and waterways, human impact, healthy ecosystem biological, physical and chemical traits, and water conservation.
- E. Engage and collaborate with client and local government to promote and facilitate CRWC's WaterTowns™ place making initiative focused on connecting communities to their waterways through education, green stormwater infrastructure, history, art, and ecology.
- F. Facilitate (6) stream side training sessions each year (one per subwatershed) as well as 2) classroom-based bug identification courses. This introductory workshop will begin indoors and continue streamside to educate residents about procedures for physical stream inventory and macroinvertebrate sampling, with an emphasis on understanding and assessing the impacts of stormwater runoff on river ecosystems. In addition (2) classroom-based bug identification courses will be offered.
- 6. Assist training session participants in forming volunteer teams, identifying water quality monitoring sites within the subwatershed, coordinating monitoring days, and collecting results.
- H. Purchase and maintain stream monitoring equipment for volunteer use.

Task 3. Coordinate and facilitate the Keeping it Clean Program – This program engages volunteers in various cleanup events.

- A. Facilitate Weekly Clean 36 weeks a year.
- B. Facilitate Clinton Cleanup every September.

Task 4. Quarterly Stormwater Management Forums-The contractor will:

- A. Plan, promote, and host quarterly stormwater management forums.
- B. Recruit experts in stormwater management to present.
- C. Invite the client and other watershed stakeholders to share information and discuss relevant topics, techniques, and technology in stormwater management.

Task 5. Informational Resources-The contractor will:

- A. Maintain Web site pages related to stormwater education and watershed management, while providing basic information about stormwater pollution, subwatersheds, and events of interest. A link to the Client's own Web site will be granted upon request.
- B. Assist the Client in promoting other Contractor programs, such as Stream Leaders, River Day, Clinton Cleanup, and the Client's stewardship programs in general. Emphasis at such events is centered on public education and watershed awareness.
- C. Provide the Client with content for a minimum of four (4) newsletter articles per year on seasonal topics, through monthly Stormwater Monday newsletter. Assist the Client in locating and modifying additional print education materials as needed.

- D. Distribute educational materials that will help residents understand stormwater pollution and how to implement practices that protect water quality.
- E. Distribute pet waste bags to client for use in dog parks and community events upon request.
- F. Make available for local cable channels the opportunity to film and then broadcast CRWC workshops and presentations within the local communities.

Task 6. Watershed Planning-The contractor will provide:

- A. Assistance in conceptualizing potential storm water management projects.
- B. Landscape conceptual design and consultation for green Infrastructure and storm water management projects.
- C. Site development and/or construction oversight assistance for public landscape, green infrastructure implementation and paddling access for water trails.
- D. Site plan review and comment.

. .

Task 7. Evaluation and Reporting-The contractor will:

- A. Track and compile all information regarding PEP activities within the watershed facilitated by CRWC, and Macomb and Oakland Counties on a biannual basis.
- B. Evaluate CRWC PEP activities and citizen awareness and implementation of Best Management Practices using surveys.
- C. Submit on behalf of the Client a biennial PEP report to the Michigan Department of Environment, Great Lakes, and Energy and provide the Client with a copy of the report.
- D. Attend any audit meetings required by the Michigan Department of Environment, Great Lakes, and Energy and provide documentation to support Clients compliance with the permit requirements.



E CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 PHONE (586) 574-4600 FAX (586) 574-4614 www.cityofwarren.org

DATE:

AUGUST 19, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

AWARD RECOMMENDATION TO PURCHASE AXON AIR SOFTWARE; TRI-W-1252

The Purchasing Division concurs with the Fire Department and recommends that City Council award the Purchase of Axon Air Software, utilizing the existing Axon agreement with the Police Department, to Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, AZ 85255 for a five-year period in the annual amounts shown in the table below, at a total cost of \$96,967.00.

| YEAR | COVERAGE PERIOD | ANNUAL PRICE |
|------|-------------------------------------|--------------|
| 1. | September 1, 2024 – August 31, 2025 | \$19,393.40 |
| 2. | September 1, 2025 – August 31, 2026 | \$19.393,40 |
| 3. | September 1, 2026 – August 31, 2027 | \$19.393.40 |
| 4. | September 1, 2027 – August 31, 2028 | \$19,393.40 |
| 5. | September 1, 2028 – August 31, 2029 | \$19,393.40 |
| | 5-YEAR GRAND TOTAL: | \$96,967.00 |

The Federal Aviation Administration (FAA) requires the Fire Department to track all flights of drones, including the identification of the person flying the drone and the person acting as a spotter for the drone while it is in flight. To comply with FAA requirements, the department must also track all training hours of drone operators.

In addition, all video recordings taken by the drones must be tracked in order to comply with all FOIA requests from the public whose property and/or person may have been recorded during an incident or training event. This software will also provide secure and compliant storage of videos and photos taken by fire inspectors for criminal prosecution.

The City will be utilizing existing pricing through the Axon Agreement with the Police Department, but the Fire Department will be billed separately for this software.

If approve by your honorable body, this software will become effective on September 1, 2024.

Funds are available in the following Account: 101-1336-80100.

Respectfully Submitted,

Craig Treppa Purchasing Agent

| Approved By: | Signature | Date |
|------------------|------------|-----------|
| Budget Director: | the Market | 8/19/20 |
| Controller: | exist of | 8/19/20 |
| MAYOR: | Vom MAK | 8/20/2029 |

· 10 日本 · 11 日本 · 12 日本



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227 Domestic: (800) 978-2737 International: +1.809.978,2737

Q-544624-45518.8537H

| Issued: 08/14/2024 |
| Quois Expiration: 08/31/2024 |
| Estimated Contract Start Date: 13/01/2024 |
| Account Number: 541054

Payment Terms: N30 Delivery Method:

| ALE TO THE PROPERTY OF THE PRO | BIL 10 | |
|--|-------------------------------------|---------|
| Warren Fire Department (Warren, MI) | Warren Fire Department (Warren, MI) | |
| 23295 Schoenherr Rd | 23295 Schoepherr Rd | |
| Warren, | Warren | |
| 48089-4263 | WIII 48089-4263 | |
| WSD. | USA | ., |
| | Email: walter@warrenfiredept.org | |
| | | |
| · · | | |
| | | \ |
| | | |
| | | |

| PRIMARY CONTACT | Bill Atter Phone: (856) 755-2800 Emait: freadmin@warranfredept.org |
|----------------------|--|
| SALES REPRESENTATIVE | Shaun Ackley Phone: Email: sackley@axon.com Fax: |

Program Length 60 Months TOTAL COST \$96,967.00 ESTIMATED TOTAL W/ TAX \$96,967.00

Quote Summary

| | 97.20 | The second second and account an experimental comments of the second sec | VO VARANDA CITATO TO TOTAL A A A A A A A A A A A A A A A A A A | |
|--------|---------------|--|--|---|
| OU FGD | VINGS \$24,00 | 1 | | |
| | VINGS \$24.00 | | | |
| | = | | | 3 |

Discount Summary

| The second control of | Subtotal | Tex | Total |
|--|-------------|--------|-------------|
| 24. C. | \$19.383.40 | 20,00 | \$19,393.40 |
| The second control of | \$19,393.40 | \$0.00 | \$19,393.40 |
| AND ADDRESS OF THE PROPERTY OF | \$19,393.40 | \$0.00 | \$19,393.40 |
| A A A A A A A A A A A A A A A A A A A | \$19.393.40 | \$0.00 | \$19,393.40 |
| A STATE OF THE PARTY OF THE PAR | \$19.383.40 | 80,08 | \$19,393.40 |
| 7,420 | \$96.967.00 | \$6.00 | \$96,967.00 |

Q-544624-45518.853TM

Quote Unbundled Price: Quote List Price; Quote Subtotal:

\$120,968.20 \$120,968.20 \$96,967.00

Pricing

| All deliverables are of | All deliverables are detailed in Delivery Schedules section lower in propusa | oposei | | | | ************************************** | 1 | |
|-------------------------|--|---------|----------------------|------------|--|--|--------------------|-------------|
| frem | | Oty Tem | Umbundled | List Price | Net Price | Subtotal | * | Tata |
| Profita | A CONTRACTOR OF THE PROPERTY O | | | | | | | . : |
| C. ACC41160 | AYOM AID CLASS + UMS RUNDI F | 2 60 | \$183.34 | \$183.34 | \$116.67 | \$14,000,40 | 90:0 \$ | \$14,000.40 |
| CLASSZUAS | AXON AIR. CLASS 2 UAS BUNDLE | 89 | \$283.34 | \$283.34 | \$216,67 | \$52,000.80 | \$0.00 | \$52,000.80 |
| A la Carte Software | | | | | | | | |
| 49098 | AYON AIR - FUIDENCE COM I ICENSE - PRO ACCESS | 1 60 | | \$44,05 | 34.05 | \$2,643.00 | \$0.00 | \$2,643.00 |
| 42020 | AYON AIR - EVIDENCE COM LICENSE - RASIC ACCESS | 9 | | \$16.92 | \$16.92 | \$9,136,80 | \$0.00 | \$9,136.80 |
| 12025 | AYON AID - FAINENCE COM I ICENSE - DI OT DATA | 8 | | \$33.85 | \$33.85 | \$12,186.00 | \$0.00 | \$12,186.00 |
| A la Parte Camines | | | | | | | | |
| THE CARGOCIANCES | AVON BONV DEC MOTHAL STARTER | | | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$0.00 | \$2,000.00 |
| 401076 | AVON AID DTC ON OTHE CHROLADING (1.10 STINITS) | | | \$5,000,00 | \$5,000,00 | \$5,000.00 | \$0.00 | \$5,000,00 |
| 10100 | | | - Inhihus.in.amanina | | the desired and the second sec | \$96,967.00 | 8.3 | \$96,967.00 |
| | | | | | A444444 | | | |

Delivery Schedule

| Andla | | Description | ΔI | Estimated Start Date | Estimated End Date |
|---------------------------------|--------|--|----|----------------------|--------------------|
| AYON AIP O'S STILLS RINN'S F | | AXON AIR - UAS LICENSE - CLASS 1 | 2 | 10/01/2024 | 09/30/2029 |
| AYON AID CLASS 11169 BINDLE | 100584 | AXON AIR - ADVANCED STREAMING ADD-ON | 2 | 10/01/2024 | 09/30/2029 |
| AYON AID CLASS 1116S BINDI F | 100588 | AXON AIR - API INTEGRATIONS ADD-ON | 2 | 10/01/2024 | 09/30/2029 |
| AYOM AID OLASS A LIBRARIA | 100580 | AXON AIR - UAS LICENSE - CLASS 2 | 4 | 10/01/2024 | 09/30/2029 |
| AVON AID CLASS STANS E | 100584 | AXON AIR - ADVANCED STREAMING ADD-ON | 4 | 10/01/2024 | 09/30/2029 |
| AVON AID ON AGE 2 LIAS BIINDI E | 100588 | AXAM AIR - API INTEGRATIONS ADD-ON | 4 | 10/01/2024 | 09/30/2029 |
| A la Carte | 400112 | AXON ARE - EMPENCE COM LICENSE - PR OT DATA | 9 | 10/01/2024 | 09/30/2029 |
| | 130038 | AXON AIR - FVIDENCE COM LICENSE - PRO ACCESS | | 10/01/2024 | 09/30/2029 |
| A 10 Cotto | | AXON AIR - FVIDENCE COM LICENSE - BASIC ACCESS | 6 | 10/01/2024 | 03/30/2029 |

| Description | AXON AIR - RTC ON-SITE ONBOARDING (1-10 STDNTS) | AXON BODY - PSO - VIRTUAL STARTER |
|-------------|---|-----------------------------------|
| met) | 101076 | 80146 |
| Vices (tem | | Carte |

Shipping Locations

| Ip Country | LISA H | |
|------------------------|---------------------|---|
| 2 | 48089-4263 | |
| City State 2 | ¥ | |
| | Warren | |
| Location Number Street | 23295 Schoenherr Rd | |
| Locatio | | - |

Payment Details

| MANOR PLAN | Hear | Description | ð | Subtotal | X. | |
|--------------|---|---|--|-------------------------------|---|---|
| Linfant D&O | 401078 | AYON AIR - RIC ON-SITE ONBOARDING (1-10 STDNTS) | | \$5,000.00 | 8 0'0 4 | \$5,000.00 |
| Unfort PSO | 80146 | | - | \$2,000.00 | \$0.00 | \$2,000.00 |
| Vear 1 | 400442 | | 9 | \$1,678.68 | \$0.00 | \$1,678.68 |
| Year 1 | 12028 | | - | \$364.09 | \$0.00 | \$364.09 |
| Voce 4 | 12024 | AYON AIR - FUIDENCE DOM LICENSE - BASIC ACCESS | 4 | \$1,258.64 | \$0.00 | \$1,258.64 |
| Voor 4 | CI ASSAIIAS | AYON AIR CLASS 1 LIAS BLINDI F | 2 | \$1,928.62 | S0.08 | \$1,928.62 |
| Vasr 1 | CLASSAIAS | AXON AR CLASS 2 LIAS RENDE | ¥ | \$7,163.37 | \$0.00 | \$7,163.37 |
| Total | | | , in the second of the second | \$19,393.40 | 20,00 | \$19,393.40 |
| Sep 2025 | | | | | | |
| Invoice Plan | | Description | ŧ | Subtotal | Z | Total |
| Voce 3 | 100112 | AXON AIR - EVIDENCE COM LICENSE - PILOT DATA | 9 | \$2,626.83 | 00.0\$ | \$2,626.83 |
| Year 2 | 12028 | AYON AIR - EVIDENCE COM LICENSE - PRO ACCESS | - | \$569.73 | \$0.00 | \$569.73 |
| Veer 9 | 06064 | AXON AIR - EVIDENCE COM LICENSE - BASIC ACCESS | • | \$1,969.54 | \$0.00 | \$1,969.54 |
| Voor 3 | C1 405/11/45 | AYON AR CLASS 1 (AS BLNDLE | 2 | \$3,017.94 | \$0.00 | \$3,017.94 |
| Vest 2 | 74 ASSOLIAS | AYON AIR CLASS 2119S BINNI F | * | \$11,209.36 | \$0,00 | \$11,209.36 |
| Total | | | | \$19,393.40 | 00.03 | \$19,393.40 |
| Sep 2026 | *************************************** | | *** | | \$\$\text{\$\ | |
| Invoice Plan | Hen | Description | ð | Subfotal | Ţ | Total |
| Year 3 | 10012 | AXON AIR - EVIDENCE COM LICENSE - PILOT DATA | 9 | \$2,626.83 | 90°0\$ | \$2,626.83 |
| Vear 3 | 12028 | AXON AIR - EVIDENCE COM LICENSE - PRO ACCESS | • | \$569.73 | \$0.00 | \$569.73 |
| Year ? | 12029 | AXON AIR - EVIDENCE COM LICENSE - BASIC ACCESS | 5 | \$1,969,54 | \$0.00 | \$1,969.54 |
| Voer 2 | C 40941145 | AXON AIR CLASS 1 11AS BLINDLE | 2 | \$3,017.94 | \$0.00 | \$3,017.94 |
| Year 3 | S\$1055010 | AXON AIR CLASS 2 LIAS BUNDLE | # # # # # # # # # # # # # # # # # # # | \$11,209.36 | 90°00 | \$11,209.36 |
| Total | | | ************************************** | \$19,393.40 | \$0.00 | \$19,393.40 |
| Sep 2027 | | | ::::::::::::::::::::::::::::::::::: | Line 12 Louise Motor Adomicio | | 17:117:117:117:117:117:117:117:117:117: |
| Invoice Plan | | Description | ð | Subtotal | Ţāx. | 1012 |
| Voor | 101119 | AXON AIR - PUDENCE COM LICENSE - PILOT DATA | 9 | \$2,626.83 | 00° 0\$ | \$2,626.83 |
| Year A | 1202R | AXON AIR - EVIDENCE COM LICENSE - PRO ACCESS | | \$569.73 | \$0.00 | \$569.73 |
| Voor & | 12029 | AXON AIR - EVIDENCE COM LICENSE - BASIC ACCESS | 5 | \$1,969.54 | 90.0 2 | \$1,969.54 |
| Voor | CI 05541145 | | 4 | \$3,017.94 | 90°0\$ | \$3,017.94 |
| Voor | SALKSEN | | 4 | \$11,209.36 | \$0.00 | \$11,209.36 |
| + 1001 | | | The second secon | | | 41 000 014 |

| Sep 2028 | | | | | | |
|--------------|---|--|-----|-------------|----------------|-------------|
| Invoice Plan | Hem | Description | Š | Subtotal | , a | |
| Year 5 | 100112 | AXON AR - EVIDENCE COM LICENSE - PILOT DATA | 9 | \$2,626.83 | 20.00 | \$2,626.83 |
| Year 5 | 12028 | AXON AIR - EVIDENCE COM LICENSE - PRO ACCESS | *** | \$569.73 | 00'0 \$ | \$560.73 |
| Year 5 | 12028 | IDENCE COM | | \$1,969.54 | \$0.00 | \$1,969.54 |
| Year 5 | CLASSIUAS | ASS 1 UAS BU | 2 | \$3,017.94 | \$0.00 | \$3,017.94 |
| Year5 | CLASSZUAS | AXON AIR, CLASS 2 UAS BUNDLE | 4 | \$11,209.36 | \$0.00 | \$11,209.36 |
| Total | THE REPORT OF THE PARTY OF THE | | | \$19,393.40 | 8. \$ | \$19,393.40 |
| | | | | | | |

June 24, 2024



Craig Treppa Purchasing Agent

WARREN FIRE DEPARTMENT

23295 Schoenherr Warren, MI 48089 (586) 756-2800 www.cityofwarren.org

Subject: Axon Air Software

Craig

The fire department is requesting council approval to purchase software from Axon Air that will be used to track all flights of our aerial drones. The department is required by the Federal Aviation Administration (FAA) to track all flights of our drones including who is operating the drone and the person acting as the spotter for the drone while in flight. Additionally, the department must track all training hours of drone operators to ensure compliance with federal annual training requirements for drone operators as well as all video recording taken by our drones while airborne to comply with all FOIA requests from the public whose property and / or person may have been recorded during an actual incident or training event. The software will also provide the department with secure and compliant storage of for video and photos taken by fire inspectors for criminal prosecutions as well as any drone footage that may also be used in criminal prosecutions.

The police department already uses Axon software to store video and audio recording generated from body and car cameras used by their officers. The fire department will have a separate contract with Axon within the police departments master contract, using police pricing but billed separately to ensure that each department pays for the services rendered to each department. The total cost of this software purchase equals \$96,967.00 for the five (5) years of the contract with annual payments due on September 1, of each year as described below.

Year 1 -\$19,393.40

Year 2 -\$19,393.40

Year 3 -\$19,393.40

Year 4 -\$19,393.40

Year 5 - \$19,393.40

Funds are available in line item 101-1336-80100.

Illust Mc adams

Please direct questions to my attention at Ext. 3100.

Professionally.

Wilburt McAdams Fire Commissioner

RESOLUTION -

Document No: TRI-W-1252

Product or Service: Axon Air Software
Requesting Department: Fire Department

| At a Re | gular Meeting of the City Council of | or the City of Warren, County of Macomb, |
|--------------|--------------------------------------|--|
| M | ichigan, held on | , 2024, at 7 p.m. Local Time, in the Council |
| Chamber at t | he Warren Community Center Audi | itorium, 5460 Arden, Warren, Michigan. |
| PRESENT: | Councilmembers: | |
| ABSENT: | Councilmembers: | |
| | The following preamble and resoluti | on were offered by Councilmember |
| and | supported by Councilmember | |

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is necessary in the interests of the Fire Department, to purchase software from Axon Air that will be used to track all flights, photos, and video recording taken by of our aerial drones as well as the operators and spotters using the drones. Justification for this purchase include the fact that Axon Air is used by our police department to track all video and audio recording taken by police officers' body and car cameras. The department is also receiving identical pricing as our police department including all discounts associated with volume purchasing by both departments. The software is Federal Aviation Administration (FAA) compliant and will also be used by fire inspectors / investigators to securely store fire scene photos and videos taken on fire scenes. Finally, both departments will be billed separately ensuring that each department is only billed for services rendered to each department.

Therefore, Axon Enterprise, Inc., 17800 N. 85th St, Scottsdale, Arizona 85255, has been selected as the vendor for the purchase of software needed to track and store all photographs, video, and audio recording taken by our drones as well as tracking the drone operator and spotter along with photos and video taken by fire inspectors / investigators during fire investigations over the five (5) year period starting on September 1, 2024, and continuing for five years ending on August 31, 2029 at a total cost of \$96,967.00 (annual costs of \$19,393.40). The City will be utilizing the existing agreement between Axon and the Police Department with the Fire Dept. being billed separately for this software.

The Purchasing Agent has conducted a review and concurs with this purchase.

Funds are available in account number: 101-1336-80100

IT IS RESOLVED, that the sole source purchase though Axon Air is hereby accepted by City Council for the purchase of software that will be used to track and store all flight information including video and audio recording of emergency incidents, training activities of all drone operators and spotters as well as video recording and photos taken by fire inspectors / investigators on fire scenes at a total cost of \$96,967.00 payable in five (5) annual installments as described above.

IT IS FURTHER RESOLVED, that the Purchasing Agent and / or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☐ Bid Document X Contract X Resolution

| and in such form that meets with the satisfaction o | f the City Attorney if review is | required. |
|---|--------------------------------------|-----------|
| AYES: Councilmembers: | | |
| NAYS: Councilmembers: | | |
| RESOLUTION DECLARED ADOPTED this | day of | , 2024. |
| | Mindy Moore Secretary of the Council | |

| CERTIFICATION | | | |
|---|-------------------------------|----------------------------|--|
| STATE OF MICHIGAN |)) SS. | COUNTY OF MACOMB) | |
| I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb | | | |
| County, Michigan, hereby certifies that the foregoing is a true and correct copy of the | | | |
| resolution adopted by th | ne Council of the City of War | ren at its meeting held on | |
| | , 2024. | | |
| | | | |

Sonja Buffa City Clerk



INFORMATION SYSTEMS

ONE CITY SQUARE, SUITE 420 WARREN, MI 48093-6726 (586) 574-4612 www.cityofwarren.org

To:

Mindy Moore, City Council Secretary

From: Shumon Hakim Date: July 24, 2024

Re: UKG/Cincinnati-Time/Ascentis Contract Extension

The initial award to UKG - Ascentis formally Cincinnati-Time in 2014 covered a 3-year period with various elective extensions for a total service period of 10 years. Due to the fact that the City is in the process of having BS&A implement their payroll module, it would be unfair to all parties involved to try to have a new time & attendance system implemented prior to the Payroll module running smoothly. At this time, UKG/Ascentis has a working relationship with BS&A. To keep them on during the implementation and testing process would be a smooth transition. Once the payroll system is in place and functioning correctly, then the solicitation of proposals to furnish time and attendance services would be most appropriate. At that time, BS&A would be able to provide the proper data files for the new vendor so they are able to transition smoothly. I am requesting that we enter into a new 1-year agreement. This will allow the time for us to complete the BSA migration and look further into renewing or replacing the current time clock solution. A new agreement is the only logical course of action at this juncture. The Ascentis time and attendance software has worked well for the City of Warren. The vendor has proven reliable and responsive to any issues that have arisen. The software is recommended by BS&A and will work well with our BS&A Cloud platform. Based on the above, we respectfully request City Council's approval to move forward with the procurement of this software for a 1-year term.

Cost: \$16,260.00

Term: 9/1/2024 - 8/31/2025 Account: 101-1220-80100

Thank you for your assistance in the matter.

Shumon Hakim

Information Systems Manager

Read and Concur,

Jacqueline Damron Acting HR Director

Richard Fox City Controller Craig Treppa Purchasing Agent

Lori M. Stone

Mayor, City of Warren

Kris Battle **Budget Director**

Interim Agreement for Payroll and Time Attendance between Ascentis <u>Corporation and City of Warren</u>

This Interim Agreement ("Interim Agreement") is entered into on September _______, 2024 between the City of Warren, a Michigan municipal corporation, whose office is located at One City Square, Warren, Michigan 48093 ("the City"), and Ascentis Corporation, 11995 Singletree Ln., Ste. 400, Eden Prairie, MN 55344 ("Ascentis").

RECITALS

- 1. The City and Ascentis, as assignee of Cincinnati Time Systems (CTS) are parties to an agreement, effective August 28, 2014, for payroll services and time attendance pursuant to City of Warren RFP-W- 8489 and Contractor's proposal submitted in response to the RFP ("the Agreement").
- 2. Ascentis assumed the Agreement, an instrument dated September 13, 2022, entitled Assumption and Renewal Agreement, effective August 31, 2021.
- The Agreement expires on August 31, 2024, and the City is required to seek new proposals under its Request for Proposal process (RFP) for a new payroll and time attendance contract.
- 4. During the RFP process the City requires the continuity of services for payroll and time attendance services Ascentis is willing to enter into a one-year contract with the City to provide the services pending completion the RFP.

THEREFORE, in consideration for the mutual promises of the parties, as contained in this document, the parties agree as follows:

- 1. Agreement. Acentis shall provide to the City the payroll and time attendance services as described in the RFP-W-8489, the Novatime 4000 SaaS Program solution ("Services"). Such servies are subject to the terms of the Agreement dated August 28, 2014, all terms of RFP-W-8489, the CTS proposal submitted in response to RFP-W-8489, and the Novatime 4000 SaaS program solution summary dated January 14, 2014, the Amendment and Renewal of Agreement between Cincinnati Time Systems and City of Warren dated January 26, 2021, and the Assumption and Renewal Agreement between Ascentis and City of Warren dated September 13, 2022, all of which are collectively referred to as "the Agreement" and are incorporated by reference into this Interim Agreement.
- 2. Term. Ascentis shall provide services set forth in the Agreement for a one year term, up to August 31, 2025. During the interim term, the rates or pricing set forth in Exhibit A shall apply. The remaining terms of the Agreement and Assumption shall remain unchanged and be binding upon the parties.
- 3. **Assumption.** Acsentis affirms its agreement to assume and be bound by and perform, all of CTS' obligations, conditions, and warranties contained in the Agreement and Renewal Agreement, including the RFP, and all documents referenced or attached to such agreements, and agrees such terms and conditions for this Interim Agreement.
- 4. Insurance. Ascentis agrees to maintain and keep in effect the insurance in the types and limits stated in the Agreement, and will produce a certificate evidencing such insurance upon its execution of this Interim Agreement. Additional insured will include the City of Warren, City of Warren Downtown Development Authority, City of Warren Building Authority and their officers, employees, boards and commissions and agents.

5. Termination.

Mutual Right to Terminate for Cause. Either party may terminate the Interim Agreement, if, after 30 days' notice and opportunity to cure, the breaching party fails to perform a term of the Agreement or to cure its breach of the Agreement. Such notice to cure shall be given by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another vendor to perform the work; and Ascentis may be responsible for any costs the City incurs resulting from the breach. The City may withhold payment to offset any damages the City incurs as a result of Ascentis' breach. Any notice of a breach or notice to cure and a final termination notice may be furnished by the City's Human Resource Director. Ascentis will be compensated only for those services performed up to the termination date, provided those services were provided in accordance with the Agreement documents, less any amount offset for damages incurred by the City, and upon delivery to the Human Resources director all information, reports, and materials, including codes or keys, retained by Ascentis, its affiliates or subcontractors in the performance of services, whether in progress or completed.

<u>City's Right to Terminate for Convenience</u>. The City, through its Human Resources Director, reserves the right to terminate the Agreement for convenience upon 90 days written notice to Ascentis. In the event of termination as provided in this section, Ascentis will be compensated any outstanding amount for all services performed and reimbursable expenses incurred up to the termination date, provided such services and expenses were provided in accordance with the Agreement. Payment will be made upon Ascentis delivering to the Human Resources director all information, reports, and materials, including codes or keys, retained by Ascentis, its affiliates or subcontractors in the performance of services, whether in progress or completed.

The parties reserve the right to pursue any legal or equitable remedy available by law, provided neither party shall be allowed duplicate damages or relief.

6. Notices. The Agreement shall be amended to provide the following contact for the Ascentis:

Brandi Larson Sr. Manager, Accounting Ascentis 11995 Singleton Ln., Suite 400 Eden Prairie, MN 55344

The contact for the City will remain:

Jacqueline Damron
Acting Director of Human Resources
One City Square, Suite 410
Warren, Michigan 48093
E-Mail: idamron@cityofwarren.org

7. Confidentiality.

Ascentis, and its employees, agents, affiliates or subcontractors, shall keep confidential any the City's information, data, codes, studies, security information or other records or information which become known to Ascentis, or its subcontractors, agents, employees or affiliates during the course of services, and shall not disclose any of such information, records, data, codes, studies and security information to a third party, unless approved by the City's Human Resource Director.

8. **Indemnity**. Ascentis, for itself, its officers, employees, consultants, contractors, agents or entities affiliated or subsidiary to Ascentis, now existing or hereinafter created (collectively, "Associates"), affirms, accepts and agrees the indemnification and hold harmless requirements in the Agreement and further agrees that Ascentis, for itself and the Associates, shall indemnify and hold harmless the City, and its officers, employees, commissions and committees from or against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses, including without limitation, fees and expenses of attorneys, expert witnesses and other consultants which may

be imposed upon, incurred by or asserted against the City arising out of or related to the following occurring during the performance of this Interim Agreement:

- any negligent or tortuous act, error of omission of Ascentis or any of its Associates for whose acts any of them might be liable, including, but not limited to, any and all injury to the person or damage to the property of, or any loss or expense incurred by an employee or the City;
- b. any failure by Ascentis or any of its Associates to perform its obligations either implied (industry standards) or expressed under this Agreement; and
- c. any violation of any federal, state or local statute, regulation, ordinance, permit or license by Ascentis any of its Associates.
- No Limitation. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or other employee benefits. In addition, Ascentis, for itself and the Associates, agrees to hold the City harmless from the payment of any deductible on any insurance policy.
- 3. Survival of Indemnification. The indemnification obligations under the Interim Agreement and this Interim Agreement shall survive the termination or expiration of this Interim Agreement.
- Effective Date/ Expiration. For clarification, Ascentis understands that the Interim Agreement shall govern services and effective retroactive from September 1, 2014, and shall expire on August 31, 2025.

| WITNESS: | CITY OF WARREN, MICHIGAN |
|-------------|-----------------------------|
| Print Name: | By: Lori M. Stone |
| Print Name: | By: Sonja Buffa, City Clerk |
| WITNESS: | ASCENTIS: |
| Print Name: | By: Print Name: |
| | Its: |

ID 88493





Order Form

Effective Date: Date of Last Signature

Client Name: City of Warren Contact: Craig J. Treppa

Shipping Address: One City Square, Ste 425

Warren, MI 48093 Payment Terms: Net 45 Subscription Start Date: 09-01-2024 Subscription End Date: 08-31-2025

Products and Services Selected

Fees below are an estimate. Client will be billed monthly based on actual usage.

| Product | Quantity |
|---|-------------|
| NOVA5000 Standard Services: 372 EE x \$3.00 PIPM x 12 Months | \$13,392.00 |
| NOVA5000 Supervisor/Administrator: 63 x \$3.00 PUPM x 12 Months | \$2,268.00 |
| Cradle Point Data Plan: 2 x \$25.00 x 12 Months | \$600.00 |
| Total Annual Recurring SaaS Fees: | \$16,260.00 |
| Total One-Time Fees: | \$0.00 |
| Total Annual Clock Rental Fees (if applicable): | \$0.00 |
| Total Annual Maintenance Fee (if applicable): | \$0.00 |
| Yearly Total: | \$16,260.00 |

Agreement and Execution

LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO LIABILITIES ARISING OUT OF EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, OR AGENTS), BE LIABLE FOR ANY DIRECT INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR IN CONNECTION WITH CLIENT'S USE OF THE TEMPERATURE READING AND VOICE CONTROL FEATURES OF HARDWARE BOUGHT OR LEASED BY CLIENT, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

ORDER FORM JULY 25, 2024

^{*}The amount shown has been rounded for display purposes. As many as eight decimal places may be present in the actual amount. The totals for this order were calculated using the actual amount and are the true and binding totals for this Order.



A description of the Services and related use rights referenced in this Add-On Order Form (as well as other Ascentis Service offerings not purchased hereunder) is available at https://www.ascentis.com/service-descriptions (the "Services Description"). All purchases of Services, products or equipment hereunder are governed by the Agreement between Client and Ascentis, a UKG Company.

These Fees do not include applicable sales taxes or hardware delivery. Data Exports require payment in advance.

Upon signature by Client and submission to Ascentis, this Order Form shall become legally binding unless this Order Form is rejected by Ascentis or UKG for any of the following reasons: (1) Ascentis believes that the signatory below does not have the authority to bind Client to this Order Form, (2) changes have been made to this Order Form (other than completion of the signature block), or (3) the requested signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are not cancelable before the Subscription End Date. Client has accepted and caused this Order Form to be executed by its duly authorized representative as of the Effective Date set forth above.

| Client Legal Name: City of Warren |
|-----------------------------------|
| Signature: |
| Printed Name: |
| Title: |
| Date: |

ORDER FORM JULY 25, 2024

RESOLUTION

Document No: SOL-W-1245

Product or Service: Payroll Time & Attendance Management Services Requesting Department: Human Resources/Information Systems

At a Regular Meeting of the City Council of the City of Warren, County of

| | • | • | • | • |
|---------------|---------------------|-----------------------|-----------------------------|--------------------|
| Macomb, Mi | chigan, held on | . . | , 2024 at 7 p.m. Local | Time, in the |
| Council Cha | mber at the Warre | n Community Cent | ter Auditorium, 5460 Ard | en, Warren, |
| Michigan. | | | | |
| PRESENT: | Councilmembers | : | | |
| ABSENT: | Councilmembers | | | |
| The fo | ollowing preamble | and resolution wer | re offered by Councilmen | nber |
| | and su | ipported by Counc | ilmember | · |
| Upon | performing a dilige | ent inquiry, the Info | ormation Systems Manag | er and Human |
| Resources A | Acting Director has | determined that it | is necessary in the interes | ests of the City |
| to award a o | ne-year agreemen | t for Time & Attend | dance Management Serv | rices to |
| Ascentis, a l | JKG Company, 11 | 995 Singletree Ln | ., Suite 400, Eden Prairie | <u>∍, MN 55344</u> |
| | | | | |

The City of Warren is currently in the process of having BS&A implement their payroll module. It would not be in the best interest of the City to begin a Request For Proposal process until the new payroll module has been implemented and running correctly. Therefore, the City will continue its time and attendance management services through its current vendor, Ascentis, until BS&A has successfully implemented its payroll module. At that time, the City will begin its RFP process for selecting a vendor to furnish Time & Attendance Management Services with the City.

in the amount of \$16,260.00.

Page 1 of 3 Resolution: SOL-W-1245 The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available annually in the following account: 101-1220-80100.

All payments are to be mailed to <u>Ascentis Corporation</u>, <u>PO Box 7410949</u>. Chicago, IL 60674-0949.

THEREFORE, IT IS RESOLVED, that the bid process be waived and Ascentis be considered a sole source provider for furnishing Time & Attendance Management Services, for a one-year period commencing on September 1, 2024 in an amount of \$16,260.00.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

X Contract

| X Resolution | |
|---|--|
| and in such form that meets with the satisfaction of the City Attorney if review is | |
| required. | |
| AYES: Councilmembers: | |
| | |
| NAYS: Councilmembers: | |
| | |
| RESOLUTION DECLARED ADOPTED thisday of, 2024 | |
| | |

Page 2 of 3 Resolution: SQL-W-1245

Mindy Moore

Secretary of the Council

CERTIFICATION

| STATE OF MICHIGAN) |
|--|
|) SS. COUNTY OF MACOMB) |
| I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, |
| Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution |
| adopted by the Council of the City of Warren at its meeting held on |
| , 2024. |
| |
| Sonja Buffa |
| City Clerk |

Page 3 of 3 Resolution: SOL-W-1245



PUBLIC SERVICE DEPARTMENT ENGINEERING DIVISION

> One City Square, Suite 300 Warren, Michigan 48093-2390 P: (586) 759-9300 F: (586) 759-9318 www.cityofwarren.org

August 13, 2024

Mindy Moore City Council Secretary

RE:

Request of the Engineering Division to Award Bid and Approve Contract for City Project W-24-805, Curie Avenue Water Main Replacement (8 Mile Road to Toepfer Road) (ITB-W-0953) to D'Angelo Brothers, Inc. the qualified low bidder, in an amount not to exceed \$1,068,837.00 and authorizing the Mayor and Clerk to execute a Contract. CONSIDERATION AND ADOPTION OF A RESOLUTION

Electronics bids were received and publicly read via Zoom Video Conferencing on July 31, 2024 for City Project W-24-805, Curie Avenue Water Main Replacement (ITB-W-0953). This project was publicly advertised on the BidNet (MITN) system on July 18, 2024. The scope of the project includes water main replacement on Curie Avenue from 8 Mile Road to Toepfer Road.

As indicated in the attached tabulation of bids, D'Angelo Brothers, Inc. was the low qualified bidder. It is the Engineering Division's recommendation that the Warren City Council award the contract for City Project W-24-805, Curie Avenue Water Main Replacement (ITB-W-0953) to the low bidder, D'Angelo Brothers, Inc. in the total bid amount not to exceed \$1,068,837.00.

The form of the contract document and the proposed City Council resolution authorizing approval of the contract award has been reviewed and approved by the City Attorney. The availability of funding for this contract, as stated in the attached City Council Resolution, has been confirmed and approved by the Budget Director.

Please place this item on the next available City Council agenda for consideration. If you have any questions regarding this matter, I can be reached in my office at (586) 759-9306.

Sincerely,

Read and Concurred:

Funding Approval:

Tina Gapshes, P.

City Engineer

David Muzzarelli

Public Service Director

Kristina Battle '

Budget Director

Contract Form Approval:

Recommended to Council:

Mary Michaels

Acting City Attorney

Lori M. Stone

Mayor

TGG/cn

Attached: Tabulation of Bids and City Council Resolution

RESOLUTION TO AWARD BID AND APPROVE CONTRACT FOR CITY PROJECT W-24-805 CURIE AVENUE WATER MAIN REPLACEMENT (8 MILE ROAD TO TOEPFER ROAD) (ITB-W-0953)

| Atar | regular meeting of the City Council of the City of Warren, County of Macomb, Mich | igan, |
|--------------|--|-----------------|
| held on | , 2024 at 7:00 p.m. Eastern Time, in the | Council |
| Chamber at t | the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan. | |
| | Councilpersons | _ |
| | Councilpersons | |
| The f | following preamble and resolution were offered by Councilperson | |
| | and supported by Councilperson | _ - |
| On Ju | July 31, 2024, bids were received for City Project W-24-805, Curie Avenue Water M | 1ain |
| Replacemen | nt (ITB-W-0953), pursuant to the updated online electronic bid submittal process via | a BidNet |
| Direct (MITN | N). | |

The City Council has received and reviewed the bids as listed on the attached tabulation.

The City Engineer has recommended that the contract for City Project W-24-805, Curie Avenue Water Main Replacement (ITB-W-0953) be awarded to the lowest qualified bidder D'Angelo Brothers, Inc. in the total bid amount not to exceed \$1,068,837.00.

Funding for this work is available in the Fiscal 2024 Water and Sewer Capital Improvements Fund (\$1,068,837.00).

The Contract documents include the Project Drawings, the Advertisement, the Pricing Sheet,
Supplemental Specifications, the Appendix and the City of Warren form documents entitled Instructions
to Bidders, Required Acknowledgement, Contract, Performance Bond, Payment Bond for Labor, Material

and Equipment Rental, Maintenance and Guarantee Bond, Certificate of Worker's Compensation Insurance, General Conditions, Specifications for Concrete Pavement, Specifications for Concrete Sidewalks and Drive Approaches, and Specifications for Sanitary and Storm Sewer.

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the City Engineer, that the City Council by formal motion approves the award of City Project W-24-805, Curie Avenue Water Main Replacement (ITB-W-0953), to the low qualified bidder D'Angelo Brothers, Inc. in the total bid amount not to exceed \$1,068,837.00. Such award is subject to execution of written agreement by both parties.

IT IS FURTHER RESOLVED, that upon approval of the final contract in a form that meets with the approval of the City Attorney, together with all required insurance certificates, bonds, and required documents, the Mayor and City Clerk are authorized to execute the contract with D'Angelo Brothers, Inc., 30836 W 8 Mile Road, Farmington Hills, MI 48336 to complete City Project W-24-805, Curie Avenue Water Main Replacement, consistent with the terms of the bid for City Project W-24-805, Curie Avenue Water Main Replacement, and the City of Warren Engineering Contract Documents.

| AYES: | Councilpersons: | | | |
|-------|------------------------------|--------|-------------------------------|--|
| NAYS: | Councilpersons: | | | |
| RESOL | LUTION DECLARED ADOPTED this | day of | , 2024. | |
| | | | INDY MOORE ary of the Council | |

CERTIFICATION

| STATE OF MICHIGAN) | |
|--|---|
|) SS. COUNTY OF MACOMB) | |
| I, SONJA BUFFA, duly elected City Cle | ork for the City of Warren, Macomb County, Michigan, |
| hereby certify that the foregoing is a true and co | orrect copy of the resolution adopted by the Council of the |
| City of Warren at its meeting held on | , 2023. |
| | |
| | SONJA BUFFA |
| | City Clerk |



TABULATION OF BIDS

CURIE AVENUE WATER MAIN REPLACEMENT 8 MILE ROAD TO TOEPFER ROAD AEW PROJECT NO. 0140-0120 CITY OF WARREN

DATE:

7/31/2024 1:00 PM

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

BIDDER RANKING

| RANK | BIDDER'S NAME | | TOTAL BID |
|------|-----------------------------------|---------------|--------------|
| 7 | D'Angelo Bros., Inc. | ⇔ | 1,068,837.00 |
| 2 | Verdeterre Contracting, Inc. | \$ | 1,210,387.40 |
| 3 | Lawrence M. Clarke, Inc. | \$ | 1,262,127.00 |
| 4 | Aielli Construction Company, Inc. | ₩ | 1,263,351.33 |
| Сī | Pamar Enterprises, Inc. | \$ | 1,266,111.00 |
| 6 | Bidigare Contractors, Inc. | ⇔ | 1,335,339.00 |
| 7 | V.I.L. Construction, Inc. | ⇔ | 1,456,243.00 |



| | CURIE AVENUE WATER MAIN REPLACEMENT 8 MILE ROAD TO TOEPFER ROAD AEW PROJECT NO. 0140-0120 | 목 | | D'Angelo Bros., Inc. 30836 8 Mile Road Farmington Hills, MI 48336 | ,, Inc. Road MI 48336 | Verdeterre Contracting, Inc. 7994 Belleville Road Belleville, MI 48111 | acting, Inc. Road 48111 | Lawrence M. Clarke, Inc. 50850 Bemis Road Belleville, Ml 48111 | arke, Inc. Road 18111 |
|-------------|---|-----------------------|----------|---|-----------------------------|--|-------------------------------|--|-----------------------------|
| Item No. | Description | Estimated Quantity | Units | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| - | _Audio Visual Record of the Construction Area | 1 | હ | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 20,000.00 | 20,000.00 |
| 2 | Mobilization, Max. \$85,000.00 | _ | ឆ | 85,000,00 | 85,000.00 | 75,000.00 | 75,000.00 | 85,000.00 | 85,000.00 |
| ယ္ | Tree, Rem, 19 inch to 36 inch | 9 | <u>E</u> | 1,400.00 | 12,600.00 | 2,000.00 | 18,000.00 | 2,500.00 | 22,500.00 |
| 4 | Tree, Rem, 37 inch or Larger | _ | EΩ | 2,200.00 | 2,200.00 | 3,600.00 | 3,600.00 | 3,500.00 | 3,500.00 |
| Ċν | Tree, Rem, 6 inch to 18 inch | o | 5 | 600.00 | 6,000.00 | 500.00 | 5,000.00 | 2,000.00 | 20,000.00 |
| ٥ | Curb and Gutter, Rem | 44 | 立 | 25.00 | 1,100.00 | 33.75 | 1,485.00 | 10.00 | 440.00 |
| 7. | Pavt, Rem | 131 | Syd | 20.00 | 2,620.00 | 30.00 | 3,930.00 | 00.01 | 1,310.00 |
| Ćα | Sidewalk, Rem | 665 | Syd | 9,00 | 5,985.00 | 20.00 | 13,300.00 | 5.00 | 3,325.00 |
| ٥, | Exploratory Investigation, Vertical | ដ | 37 | 200.00 | 2,600.00 | 115.00 | 1,495.00 | 200.00 | 2,600.00 |
| 10. | Subgrade Undercutting, Type IV | 150 | cyd. | 12.00 | 1,800.00 | 104.50 | 15,675.00 | 50.00 | 7,500.00 |
| Ξ. | Erosion Control, Silt Fence | 250 | Ţ | 4.00 | 1,000.00 | 5,00 | 1,250.00 | 10.00 | 2,500.00 |
| 12. | _Erosion Control, Inlet Filter | 15 | 짱 | 105.00 | 1,575.00 | 160.00 | 2,400.00 | 150.00 | 2,250.00 |
| 13, | Aggregate Base, 4 Inch | 232 | Syd | 12.00 | 2,784.00 | 18.00 | 4,176.00 | 30.00 | 6,960.00 |
| 1 | Aggregate Base, 6 inch | 183 | Syd | 12.00 | 2,196.00 | 22.00 | 4,026.00 | 35,00 | 6,405.00 |
| 15. | Aggregate Base, 10 Inch | 20 | syd | 15.00 | 300.00 | 41.50 | 830.00 | 70.00 | 1,400.00 |
| 16. | Maintenance Gravel | 150 | Ton | 28.00 | 4,200.00 | 57.50 | 8,625.00 | 50.00 | 7,500.00 |
| 17. | _External Structure Wrap, 18 inch | 4 | 짱 | 90.00 | 3,600,00 | 595.00 | 2,380.00 | 1,000.00 | 4,000.00 |
| i 8. | _HDPE Structure Adjustment Ring | ∞ | 87 | 200.00 | 1,600.00 | 180.00 | 1,440.00 | 900.00 | 7,200,00 |
| 19. | HMA Surface, Rem | 20 | Syd | 18.00 | 360.00 | 35.00 | 700.00 | 10,00 | 200.00 |
| 20. | lane île, Epoxy Anchored | 120 | õ | 10.00 | 1,200.00 | 18,00 | 2,160.00 | 20.00 | 2,400.00 |
| 21. | Pavt Rept, Nonreint Conc. 8 inch | 83 | Syd | 88.00 | 16,104.00 | 114.00 | 20,862.00 | 105.00 | 19,215.00 |
| [2] | Pavt Rept, Rem | 203 | \$yd | 18,00 | 3,654.00 | 39,80 | 8,079.40 | 10.00 | 2,030.00 |

| | CURIE AVENUE WATER MAIN REPLACEMENT 8 MILE ROAD TO TOEPFER ROAD AEW PROJECT NO. 0140-0120 | 4 | | D'Angelo Bros., Inc. 30836 8 Mille Road Farmington Hills, MI 48336 | s., Inc. Road MI 48336 | Verdeterre Contracting, Inc. 7994 Belleville Road Belleville, MI 48111 | icting, Inc. Road 48111 | Lawrence M. Clarke, Inc. 50850 Bemis Road Belleville, MI 48111 | arke, Inc. |
|-------------|---|-----------------------|----------|--|------------------------------|--|-------------------------------|--|------------|
| Item | Description | Estimated Quantity | Units | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 23. | _Pavt Repr, Nonreinf Conc, 14 inch | 20 | Syd | 142,00 | 2,840.00 | 162.00 | 3,240.00 | 145.00 | 2,900.00 |
| 24. | Driveway, Nonreinf Conc., & inch | 222 | Syd | 85.00 | 18,870.00 | 72.00 | 15,984.00 | 70.00 | 15,540.00 |
| 25. | Curb and Gutter, Cana, Det C5 | 37 | 耳 | 53.00 | 1,961.00 | 50.40 | 1,864.80 | 52.00 | 1,924.00 |
| 26. | _Curb-Face Sidewalk, Conc | 33 | SĦ | 16.00 | 1,488.00 | 19:20 | 1,785.60 | 20.00 | 1,860.00 |
| 27. | Detectable Warning Surface | 51 | 7 | 70.00 | 3,570.00 | 96.00 | 4,896.00 | 90.00 | 4,590.00 |
| 28. | Curb Ramp Opening, Conc | 7 | Ţ | 53.00 | 371.00 | 50.40 | 352.80 | 52.00 | 364.00 |
| 29, | Sidewalk, Cone, 4 inch | 4,732 | SH | 8.00 | 37,856,00 | 6.90 | 32,650.80 | 9.00 | 42,588,00 |
| 36 | Sidewalk, Conc., 6 inch | 397 | Sff | 11.00 | 4,367.00 | 8.40 | 3,334.80 | 12.00 | 4,764.00 |
| 31. | Curb Ramp, Conc, 4 inch | 252 | Sff | 10.00 | 2,520.00 | 10.50 | 2,646.00 | 15.00 | 3,780.00 |
| 32. | Curb Ramp, Conc, 6 inch | 376 | Sff | 13.00 | 4,888.00 | 11.40 | 4,286.40 | 18.00 | 6,768.00 |
| 33. | _Curb Ramp, Conc, 8 Inch | 164 | SĦ | 17.00 | 2,788.00 | 13.20 | 2,164.80 | 21.00 | 3,444.00 |
| 34. | _Traffic Control and Maintenance | | ᅜ | 25,888.00 | 25,888.00 | 15,500.00 | 15,500.00 | 25,000.00 | 25,000.00 |
| 35. | Parrotia persica, 1 1/2 inch | ω | E | 1,200.00 | 3,600.00 | 840.00 | 2,520.00 | 1,000.00 | 3,000.00 |
| 36. | Quercus aiba, 1 1/2 înch | 4 | 8 | 1,200.00 | 4,800.00 | 840.00 | 3,360.00 | 00.000,1 | 4,000.00 |
| 37. | _Aesculus x camea, 1 1/2 inch | ω | 2 | 1,200.00 | 3,600.00 | 840.00 | 2,520.00 | 1,000.00 | 3,000.00 |
| 88 | "Tilia cordata 'Corzam', 1 1/2 inch | 4 | 5 | 1,200.00 | 4,800.00 | 840.00 | 3,360.00 | 1,000.00 | 4,000.00 |
| 39. | _Tilia tomentosa, 1 1/2 inch | ω | ĒΩ | 1,200.00 | 3,600.00 | 840.00 | 2,520.00 | 1,000.00 | 3,000.00 |
| 4 0. | _Ulmus x 'Frontier', 1 1/2 inch | ψ | ፚ | 1,200.00 | 3,600.00 | 840.00 | 2,520.00 | 1,000.00 | 3,000.00 |
| 41 . | _Surface Restoration, Seeding | 4,400 | Syd | 10.00 | 44,000.00 | 10.50 | 46,200.00 | 10.00 | 44,000.00 |
| 42 | _Water, Sodding/Seeding | 75 | Ľ H | 90.00 | 6,750.00 | 180.00 | 13,500.00 | 90.00 | 6,750,00 |
| \$ | Gate Valve, 8 inch | 4 | 2 | 7,000.00 | 28,000.00 | 3,470.00 | 13,880.00 | 4,200.00 | 16,800.00 |
| 44. | Hydrant, Rem | w | <u>m</u> | 900.00 | 2,700.00 | 470.00 | 1,410.00 | 900.00 | 2,700.00 |

Dana 2 af 10

| 140.00 320,320.00 200.00 3,000.00 9,500.00 57,000.00 2,500.00 10,000.00 800.00 3,200.00 20,00 100.00 10,000.00 10,000.00 8,000.00 8,000.00 25,000.00 25,000.00 200.00 20,000.00 | 73/00/00/ | | | | | | | |
|---|----------------|------------------------------|-------------|----------------------------|----------|-----------------------|---|-------------|
| <u>ب</u> | 20100000 | | | | | ٠ | | |
| | 35 000 00 | 250.00 | 1,000.00 | 10.00 | ⇉ | <u>1</u> 8 | _Sanilary Lead Repr, 6 inch, Tr Det 8 | δ1. |
| | 5,000.00 | 5,000.00 | 500.00 | 500.00 | ᅜ | _ | _Water Main, Abandon | 86 |
| . ω | 63,500.00 | 63,500.00 | 500.00 | 500.00 | ដ | _ | _Temporary Water Service | 59. |
| _ | 4,500.00 | 4,500.00 | 6,500.00 | 6,500.00 | 8 | _ | _Water Main Connection, 8 inch | Ş |
| | 6,000.00 | 6,000.00 | 8,500.00 | 8,500.00 | ₽ - | 1 | _Water Main Connection, 12 inch | 57. |
| | 600.00 | 120.00 | 250.00 | 50.00 | <u>E</u> | (n | _Sprinker Head, Adj | 56. |
| | 1,800.00 | 180.00 | 500.00 | 50.00 | 8 | 10 | _Sprinkler Head | દ્ધ |
| | 2,720,00 | 680.00 | 2,900.00 | 725.00 | 否 | 4 | _Gate Well Cover, Warren | 7 |
| 4- | 3,140.00 | 785.00 | 3,600.00 | 900.00 | <u>B</u> | 4 | _Gate Valve and Well, Rem | 53 |
| ω | 43,950.00 | 7,325,00 | 60,000.00 | 00.000,01 | 쯥 | ó | _Fire Hydrant Assembly | 52. |
| | 12,483.00 | 832.20 | 15.00 | 1.00 | ₹ | 15 | _Mismarked Water Services | 51. |
| | 388,960.00 | 170.00 | 398,112.00 | 174.00 | | 2,288 | _Water Main, Fusible C900 PVC, DR14, 8 inch, Pipe Burst | 50. |
| 20.00 2,000.00 | 3,000,00 | 30,00 | 100.00 | 1.00 | 苹 | 8 | _trigation Pipe, Fum and Install | 49. |
| 4,000.00 16,000.00 | 8,660,00 | 2,165.00 | 15,200.00 | 3,800.00 | 8 | 4 | Gate Well, 80 Inch dia | 4 8 |
| 5,000.00 185,000.00 | 146,335,00 | 3,955.00 | 106,375.00 | 2,875.00 | 8 | 37 | Water Serv, Long | 47. |
| 3,000.00 90,000.00 | 59,550,00 | 1,985.00 | 66,000.00 | 2,200.00 | 8 | 8 | WaterServ | 46. |
| 180.00 60,300.00 | 56,280.00 | 168.00 | 23,450.00 | 70.00 | ⊋ | 335 | Water Main, Dt, 8 inch, Tr Det G | 45. |
| Unit Price Amount | Amount | Unit Price | Amount | Unit Price | Units | Estimated Quantity | Description | ftem No. |
| belleville, fvii 48111 | 2 48 □ | Belleville, fvil 4811 | s, MI 48336 | Farmington Hills, Mt 48336 | | | AEW FROJECT NO. 01 40-0120 | |
| 50850 Bernis Road | lle Road | 7994 Belleville Road | e Road | 30836 8 Mile Road | | | 8 MILE ROAD TO TOEPFER ROAD | |
| Lawrence M. Clarke, Inc. | tracting, Inc. | Verdeterre Contracting, Inc. | os., Inc. | D'Angelo Bros., Inc. | | 5 | CURIE AVENUE WATER MAIN REPLACEMENT | |

CITY OF WARREN

| | OURIE AVENUE WATER MAIN REPLACEMENT 8 MILE ROAD TO TOEPFER ROAD AEW PROJECT NO. 0140-0120 | á | | Aielli Construction Company, tnc. 47742 Yan Dyke Avenue Shelby Township, MI 48317 | company, Inc. | Parmar Enterprises, inc. 31604 Parmar Court New Haven, MI 48048 | ses, Inc. Court (1.48048 | Bidigare Contractors, Inc. 939 S. Mill Street Plymouth, Mt 48170 | ctors, inc. reet 48170 |
|------------|---|------------------------|------------|---|---------------|---|--------------------------------|--|------------------------------|
| No. | Description | Estirnated Quantity | Units | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| | Audio Visual Record of the Construction Area | _ | য়ে | 1,817.38 | 1,817.38 | 1,500.00 | 00.005,1 | 2,500.00 | 2,500.00 |
| 5 | Mobilization, Max. \$85,000.00 | 1 | ış. | 56,000.00 | 56,000.00 | 85,000.00 | 85,000.00 | 75,000.00 | 75,000.00 |
| ယ | Tree, Rem, 19 inch to 36 Inch | 9 | 5 | 3,861.94 | 34,757.46 | 2,200.00 | 19,800.00 | 00.001 | 900.00 |
| 4. | Tree, Rem, 37 inch or Larger | _ | 87 | 4,316.29 | 4,316.29 | 3,200.00 | 3,200.00 | 200.00 | 200.00 |
| čν | Tree, Rem, 6 inch to 18 inch | 10 | Ö | 681.52 | 6,815.20 | 275.00 | 2,750.00 | 50.00 | 500.00 |
| ٥٠ | Curb and Gutter, Rem | 44 | 7 | 9.52 | 418.88 | 21.00 | 924.00 | 20.00 | 880.00 |
| 7. | Payt, Rem | 131 | Syd | 11.64 | 1,524.84 | 23.00 | 3,013.00 | 30.00 | 3,930.00 |
| ώ | Sidewalk, Rem | 665 | Syd | 6.86 | 4,561.90 | 1.00 | 665.00 | 15.00 | 9,975.00 |
| , 9 | Exploratory Investigation, Vertical | 13 | 7 | 291.63 | 3,791.19 | 90.00 | 780.00 | 150.00 | 1,950.00 |
| 10. | Subgrade Undercutting, Type IV | 150 | cyd Cyd | 62.59 | 9,388.50 | 30.00 | 4,500.00 | 10.00 | 1,500.00 |
| = | Erasion Control, Silt Fence | 250 | ₽ | 3.20 | 800.00 | 2.00 | 500.00 | 3.00 | 750.00 |
| 12. | _Erasion Control, Intel Filter | 5 | Ö | 169.46 | 2,541.90 | 65.00 | 975.00 | 150.00 | 2,250.00 |
| 13. | Aggregate Base, 4 inch | 232 | Syd | 11.12 | 2,579.84 | 16.00 | 3,712.00 | 17.00 | 3,944.00 |
| 4 . | Aggregate Base, 6 inch | <u>8</u> | Syd | 15.11 | 2,765.13 | 17.00 | 3,111.00 | 22,00 | 4,026.00 |
| 15. | Aggregate Base, 10 inch | 20 | Syd | 25.08 | 501.60 | 44.00 | 880.00 | 30.00 | 00.00 |
| 16. | Maintenance Gravel | 150 | Ton | 36.22 | 5,433.00 | 10.00 | 1,500.00 | 35.00 | 5,250.00 |
| 17. | _External Structure Wrap, 18 inch | 4 | Ö | 627.88 | 2,511.52 | 770.00 | 3,080.00 | 1,750.00 | 7,000.00 |
| 18. | _HDPE Structure Adjustment Ring | œ | 땁 | 150.01 | 1,200.08 | 25.00 | 200.00 | 325.00 | 2,600,00 |
| 79. | HMA Surface, Rem | 20 | Syd | 74.42 | 1,488.40 | 20.00 | 400.00 | 30.00 | 600.00 |
| 20. | Lane Te, Epoxy Anchored | 120 | Œ. | 19:28 | 2,313.60 | 15.00 | 1,800.00 | 15.00 | 1,800.00 |
| 21. | Favt Repr, Nonreinf Conc, 8 inch | 183 | Syd | 123.35 | 22,573.05 | 85.00 | 15,555.00 | 112,00 | 20,496.00 |
| 23 | Pavt Repr, Rem | 203 | Syd | 13.40 | 2,720.20 | 28.00 | 5,684.00 | 30,00 | 6,090.00 |

0-20 E of 10

CITY OF WARREN

| | CURIE AVENUE WATER MAIN REPLACEMENT 8 MILE ROAD TO TOEPFER ROAD AEW PROJECT NO. 0140-0120 | = | | Atelli Construction Company, Inc. 47742 Van Dyke Avenue Shelby Township, MI 48317 | ompany, Inc. Avenue , MI 48317 | Pamar Enterprises, inc 31:604 Pamar Court New Haven, MI 48048 | ses, Inc. Court II 48048 | Bidigare Contractors, Inc 939 S. Mill Street Plymouth, MI. 48170 | stors, Inc. reet 48170 |
|------------------|---|-----------------------|----------|---|--------------------------------------|---|--------------------------------|--|------------------------------|
| No. | Description | Estimated Quantity | Units | Unit Price | Amount | Unit Price | Amo∪nt | Unit Price | Amount |
| 23. | Pavi Repr, Nonreini Conc, 14 inch | 20 | Syd | 175.50 | 3,510.00 | 120.00 | 2,400.00 | 150.00 | 3,000.00 |
| 24. | Driveway, Nonreint Conc., 6 inch | 222 | Syd | 93.10 | 20,668.20 | 57.00 | 12,654.00 | 70.00 | 15,540.00 |
| 25. | Curb and Gutter, Conc., Det C5 | 37 | 7 | 58,00 | 2,146.00 | 40.00 | 1,480.00 | 50.00 | 1,850,00 |
| 26. | _Curb-Face Sidewalk, Conc | 93 | Sff | 22.72 | 2,112.96 | 35,00 | 3,255.00 | 25.00 | 2,325.00 |
| 27. | Detectable Warning Surface | 51 | I | 96.55 | 4,924.05 | 50.00 | 2,550.00 | 50.00 | 2,550.00 |
| 28. | Curb Ramp Opening, Conc | 7 | ∓ | 80.84 | 565.88 | 30.00 | 210.00 | 50.00 | 350.00 |
| 29. | Sidewalk, Conc., 4 Inch | 4,732 | SĦ | 10.34 | 48,928.88 | 6.00 | 28,392.00 | 7.00 | 33,124.00 |
| 30. | Sidewalk, Conc., & inch | 397 | ¥ | 13.30 | 5,280.10 | 7.00 | 2,779.00 | 8.00 | 3,176.00 |
| 31. | Curb Ramp, Conc., 4 inch | 252 | S₽ | 12.61 | 3,177.72 | 16.00 | 4,032.00 | 20.00 | 5,040.00 |
| 33 | Curb Ramp, Cone, 6 inch | 376 | Sff | 10.79 | 4,057.04 | 17.00 | 6,392,00 | 22.00 | 8,272.00 |
| 33. | _Curb Ramp, Conc, 8 Inch | 1 | SIT | 18.38 | 3,014.32 | 18.00 | 2,952.00 | 25.00 | 4,100.00 |
| 34. | _Traffic Control and Maintenance | 1 | ম | 10,790.72 | 10,790.72 | 25,490.00 | 25,490.00 | 25,000.00 | 25,000.00 |
| 35. | Parrotia persica, 1 1/2 inch | ω | Eo | 687.25 | 2,061.75 | 375.00 | 1,125.00 | 845.00 | 2,535.00 |
| 36. | Quercus alba, 1 1/2 inch | 4 | <u>m</u> | 687.25 | 2,749.00 | 375.00 | 1,500.00 | 845.00 | 3,380.00 |
| 37. | _Aesculus x camea, 1 1/2 Inch | ယ | Ē | 687.25 | 2,061.75 | 375.00 | 1,125.00 | 845.00 | 2,535.00 |
| 38 | _Tila cordata 'Corzam', 1 1/2 inch | 4 | ŭ | 687.25 | 2,749.00 | 375.00 | 1,500.00 | 795.00 | 3,180.00 |
| 39. | _Titia tomentosa, 1 1/2 inch | အ | 6 | 687.25 | 2,061.75 | 375.00 | 1,125,00 | 795.00 | 2,385.00 |
| \$ 0. | _Ulmus x 'Frontier', 1 1/2 inch | ω | 8 | 687.25 | 2,061.75 | 375.00 | 1,125.00 | 725.00 | 2,175.00 |
| 41. | _Surface Restoration, Seeding | 4,400 | Syd | 15.78 | 69,432.00 | 1.00 | 4,400.00 | 15.00 | 00.000,56 |
| 42 | _Water, Sodding/Seeding | 75 | Ŋ, | 85.19 | 6,389.25 | 0.12 | 9.00 | 150.00 | 11,250.00 |
| 43. | Gate Valve, 8 inch | 4 | m | 3,323.04 | 13,292.16 | 6,500.00 | 26,000.00 | 5,000.00 | 20,000.00 |
| 44 | Hydrant, Rem | ယ | 5 | 538.81 | 1,616.43 | 550.00 | 1,650.00 | 300.00 | 2,400.00 |

B-7- 6 ~ £ 10

CITY OF WARREN

| 1,335,339.00 | \$ | 1,266,111.00 | \$ 1,266,111.00 | 1,263,351.33 | w | UNT BID | TOTAL AMOUNT BID \$ | | |
|--------------|----------------------------|--------------|------------------------|---------------|-----------------------------------|----------|-----------------------|--|-------------|
| | | | | | | | | THE PARTY OF THE P | |
| 18,500.00 | 185.00 | 5,500,00 | 55.00 | 12,464.00 | 124.64 | 고 | ī | _Sanîtary Lead Repr, 6 inch, Tr Det B | 61. |
| 1,000.00 | 1,000.00 | 1,500.00 | 1,500.00 | 15,173.27 | 15,173.27 | ដ | - | _Water Main, Abandon | <u>\$</u> |
| 1.00 | 1.00 | 45,000.00 | 45,000.00 | 54,000.00 | 54,000.00 | દ | - | _Temporary Water Service | 59. |
| 5,000.00 | 5,000.00 | 8,000.00 | 8,000.00 | 8,844.11 | 8,844.11 | EG | _ | _Water Main Connection, 8 inch | 58. |
| 11,000.00 | 11,000.00 | 12,000.00 | 12,000.00 | 9,811.26 | 9,811.26 | E | 1 | _Water Main Connection, 12 inch | 57. |
| 350.00 | 70.00 | 5.00 | 1.00 | 369.15 | 73.83 | <u>~</u> | 55 | _Sprinkler Head, Adj | 56. |
| 750.00 | 75.00 | 20.00 | 2.00 | 851.90 | 85.19 | 6 | 10 | _Sprinkter Head | 85 |
| 3,680.00 | 920.00 | 2,200.00 | 550.00 | 3,487,48 | 871.87 | Ε̈́α | 4 | _Gate Well Cover, Warren | 54. |
| 6,000.00 | 1,500.00 | 2,200.00 | 550.00 | 1,628.28 | 407.07 | m | 4 | _Gate Valve and Well, Rem | 53. |
| 63,000.00 | 10,500.00 | 70,200.00 | 11,700.00 | 46,955.16 | 7,825.86 | <u>m</u> | ó | _Fire Hydrant Assembly | 52. |
| 6,750.00 | 450.00 | 825.00 | 55.00 | 8,709.30 | 580.62 | ₹ | 15 | _Mismarked Water Services | 51. |
| 457,600.00 | 200.00 | 569,712.00 | 249.00 | 410,947.68 | 179.61 | | 2,288 | _Water Main, Fusible C900 PVC, DR14, 8 inch, Pipe Burst | 50. |
| 700.00 | 7.00 | 100.00 | 1.00 | 682.00 | 6.82 | | 100 | _inigation Pipe, Fun and Install | 49. |
| 26,000.00 | 6,500.00 | 14,000.00 | 3,500.00 | 18,545.24 | 4,636.31 | m | 4 | Gate Well, 60 Inch dia | 48. |
| 159,100.00 | 4,300.00 | 110,260.00 | 2,980.00 | 166,749.38 | 4,506.74 | ក្ត | 37 | Water Serv, Long | 47. |
| 69,000.00 | 2,300.00 | 49,500.00 | 1,650.00 | 58,501.50 | 1,950.05 | Ē | 30 | Water Serv | 46. |
| 134,000.00 | 400,00 | 83,415.00 | 249.00 | 61,160.95 | 182.57 | 7 | 335 | Water Main, DI, 8 inch, Tr Det G | 45. |
| Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Units | Estimated Quantity | Description | ltem No. |
| Al 481/0 | Plymouth, Mi 48170 | MI 48048 | New Haven, MI 48048 | p, (vii 48317 | Shelby Township, MI 48317 | | | AEW PROJECT NO. 0140-0120 | |
| Street | 939 S. Mill Street | ar Court | 31604 Pamar Court | te Avenue | 47742 Van Dyke Avenue | | | 8 MILE ROAD TO TOEPFER ROAD | |
| actors, Inc. | Bidigare Confractors, Inc. | rises, inc. | Pamar Enterprises, inc | Company, Inc. | Ajelli Construction Company, Inc. | | = | CURIE AVENUE WATER MAIN REPLACEMENT | |

TABULATION OF BIDS

| | | CITY OF WARREN CURIE AVENUE WATER MAIN REPLACEMENT 8 MILE ROAD TO TOEPFER ROAD AEW PROJECT NO. 01 40-0120 | | | V.I.L. Construction, Inc. 6670 Sims Road Sterling Heights, MI 48313 | ion, Inc. oad MI 48313 |
|--------------|-------------------------------------|--|-----------------------|----------|---|------------------------------|
| ltern No. | | Description | Estimated Quantity | Units | Unit Price | Amount |
| - | Audio Visual Reco | Audio Visual Record of the Construction Area | 1 | ខ | 1,500.00 | 1,500.00 |
| 2 | Mobilization, Max \$85,000.00 | \$85,000.00 | 4 | ឌ | 85,000.00 | 85,000.00 |
| μ | Tree, Rem, 19 inch to 36 inch | to 36 Inch | 9 | ፚ | 1,050.00 | 9,450.00 |
| 4. | Tree, Rem, 37 inch or Larger | or Larger | 1 | ፎ | 00.00%1 | 1,600.00 |
| 55 | Tree, Rem, 6 inch 10 18 inch | o 18 inch | 10 | 8 | 150.00 | 1,500.00 |
| ٥ | Curb and Gutter, Rem | em | 4 | ₽ | 14.00 | 616.00 |
| 7. | Paví, Rem | | : 31 | Syd | 27.00 | 3,537.00 |
| ço | Sidewalk, Rem | | 665 | Syd. | 18.00 | 11,970.00 |
| % | Exploratory Investigation, Vertical | gation, Vertical | 13 | ₽ | 00'051 | 1,950.00 |
| Ö | Subgrade Undercutting, Type IV | #ting, Type IV | 150 | Ş | 25.00 | 3,750.00 |
| Ħ. | Erosion Control, 31t Fence | Fence | 250 | 7 | 1.00 | 250.00 |
| 12. | _Erosion Control, inlet Filter | let Filter | 15 | 否 | 120.00 | 1,800.00 |
| 13, | Aggregate Base, 4 inch | Inch | 232 | Syd | 36.00 | 8,352.00 |
| 14. | Aggregate Base, 6 inch | inch | <u>8</u> 8 | \$yd | 40.00 | 7,320.00 |
| 15. | Aggregate Base, 10 Inch | 0 inch | 20 | Syd | 46.00 | 920.00 |
| 16. | Maintenance Gravel | vel | 150 | <u></u> | 41.50 | 6,225.00 |
| 17. | _External Structure Wrap, 18 inch | Wrap, 18 inch | 4 | 8 | 400.00 | 1,600,00 |
| , | _HDPE Structure Adjustment Ring | djustment Ring | œ | ន | 100.00 | 800.00 |
| 19. | HMA Surface, Rem | | 20 | Syd | 27.00 | 540.00 |
| 20. | tane lie, Epoxy Anchored | chored | 120 | <u>т</u> | 3.00 | 360.00 |
| 21. | Pavt Repr, Nonreinf Conc, 8 Inch | f Conc, 8 Inch | ig 83 | Syd | 85.00 | 15,555.00 |
| 22. | Pavl Repr. Rem | | 203 | Syd | 27.00 | 5,481.00 |



| | | CURIE AVENUE WATER MAIN REPLACEMENT 8 MILE ROAD TO TOEPFER ROAD AEW PROJECT NO. 0140-0120 | 7 | | V.I.L. Construction, Inc. 6670 Sims Road Sterling Heights, MI 48313 | ion, Inc. ioad MI 48313 |
|-------------|------------------------------------|---|-----------------------|---------|---|-------------------------------|
| ltem No. | | Description | Estimated Quantity | Units | Unit Price | Amount |
| 23. | _Pavt Repr, Nonreint Conc, 14 inch | nf Conc, 14 inch | 20 | Syd | 120.00 | 2,400.00 |
| 24. | Driveway, Nonreinf Conc., 6 inch | f Conc, 6 inch | 222 | Syd | 57.00 | 12,654.00 |
| 25. | Curb and Gutter, Conc, Det C5 | Conc, Det C5 | 37 | | 40.00 | 1,480.00 |
| 26. | _Curb-Face Sidewalk, Conc | ralk, Conc | 33 | S# | 15.00 | 1,395,00 |
| 27. | Detectable Warning Surface | ng Surface | 5] | Ţ | 50.00 | 2,550,00 |
| 28, | Curb Ramp Opening, Conc | ing, Conc | 7 | II. | 30.00 | 210.00 |
| 29. | Sidewalk, Conc., 4 inch | inch | 4,732 | S# | 6.00 | 28,392.00 |
| 38 | Sidewalk, Conc., 6 inch | inch | 397 | Sff | 7.00 | 2,779.00 |
| 31. | Curb Ramp, Conc, 4 inch | , 4 inch | 252 | ¥ | 6.00 | 1,512.00 |
| 32. | Curb Ramp, Conc, 6 inch | , 6 inch | 376 | S# | 7.00 | 2,632.00 |
| ឩ | _Curb Ramp, Conc, 8 Inch | c,8Inch | 164 | SĦ | 8,00 | 1,312.00 |
| <u>ω</u> | _Traffic Control and Maintenance | id Maintenance | - | เร | 189,100.00 | 189,100.00 |
| દ્ધ | Parroita persica, 1 1/2 inch | 1/2 inch | ω | 5 | 375.00 | 1,125.00 |
| 36. | Quercus alba, 1 1/2 inch | /2 inch | 4 | 87 | 375.00 | 1,500.00 |
| 37. | _Aesculus x camea, 1 1/2 inch | a, 1 1/2 inch | ω | ፎ | 375.00 | 1,125.00 |
| 38 | _Tilla cordata 'Cozam', 1 1/2 inch | zam', i 1/2 inch | 4 | ជួ | 375.00 | 1,500.00 |
| 39. | _Tīlia tomentosa, 1 1/2 inch | 1.1/2 inch | ω | Ē | 375.00 | 1,125.00 |
| . | _Umus x 'Frontier', 1 1/2 inch | 1 1/2 inch | ω | 87 | 375.00 | 1,125.00 |
| 4 I, | _Surface Restoration, Seeding | ion, Seeding | 4,400 | Syd | 5.00 | 22,000.00 |
| 42. | _Water, Sodding/Seeding | seding | 75 | | 15.00 | 1,125.00 |
| ₽ | Gate Valve, 8 Inch | 5 | 4 | 四 | 8,700.00 | 34,800.00 |
| 44. | Hydrant, Rem | | ω | 四 | 1,200.00 | 3,600.00 |

about:blank

TABULATION OF BIDS CITY OF WARREN

| 1,456,243.00 | € | | TOTAL AMOUNT BID | | |
|------------------------------|---|----------|-----------------------|---|--------------|
| 7,000.00 | 70.00 | 꾸 | 100 | _Sanitary Lead Repr, & inch, Tr Det 8 | 61. |
| 500.00 | 500.00 | ខ | _ | _Water Main, Abandon | 6 0. |
| 4,100.00 | 4,100,00 | 23 | _ | _Temporary Water Service | 59. |
| 6,400.00 | 6,400.00 | Ω. | → | _Water Main Connection, 8 inch | 58. |
| 7,400.00 | 7,400.00 | ፎ | | _Water Main Connection, 12 inch | 57. |
| 600,00 | 120.00 | 87 | 5 | _Sprinkler Head, Adj | 56. |
| 1,600.00 | 160.00 | g | 10 | _Sprinder Head | ģ |
| 2,400.00 | 00.00 | g | 4 | _Gate Well Cover, Warren | 54. |
| 3,600.00 | 00.00 | m Ω | 4 | "Gate Valve and Well, Rem | 53. |
| 58,800.00 | 00.008,6 | 77 | ٥ | _Fire Hydrant Assembly | 52. |
| 3,000.00 | 200.00 | 폭 | 15 | _Mismarked Water Services | 51. |
| 599,456.00 | 262.00 | 立 | 2,288 | _Water Main, Fusible C900 PVC, DR14, 8 inch, Pipe Burst | 50. |
| 600,00 | 6.00 | | 100 | _Irrigation Pipe, Furn and Install | 49. |
| 10,600.00 | 2,650.00 | 87 | 4 | Gate Well, 60 inch dia | & |
| 118,400.00 | 3,200.00 | ក្ន | 37 | Water Serv, Long | 47. |
| 58,500.00 | 1,950.00 | T | 30 | Water Serv | 46. |
| 87,770.00 | 262.00 | 3 | 335 | Water Main, DI, 8 Inch, Tr Det G | 45, |
| Amount | Unit Price | Units | Estimated Quantity | Description | ltem No. |
| ion, Inc. oad MI 48313 | V.I.L. Construction, Inc. 6670 Sims Road Sterling Heights, MI 48313 | WW 100 | 7 | CURIE AVENUE WAIER MAIN REPLACEMENT 8 MILE ROAD TO TOEPFER ROAD AEW PROJECT NO. 0140-0120 | |
| | | | | CITY OF WARREN | • |



August 21, 2024

CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400 WARREN, MI 48093-5285 (586) 574-4671 FAX (586) 574-4530 www.cityofwarren.org

Ms. Mindy Moore Council Secretary City of Warren

Proposed Ordinance to Amend Chapter 2, Article V, Division 2.5 of the Code of Re: Ordinances of the City of Warren, entitled "Downtown Development Authority"

Dear Council Secretary Moore:

Attached please find the proposed ordinance amendment to update the downtown development authority ordinance consistent with the enabling legislation, Public Act 57 of 2018, the Recodified Tax Increment Financing Act, MCLA 125.4201 et. seq. ("Act 57").

The ordinance amendment will update the composition of the board consistent with Act 57. specifically, MCLA 125,4204, which requires the majority to be composed of persons having an interest in the downtown district or officers or employees of a legal entity having a property interest, and a resident member when there are at least 100 persons residing in the district. The ordinance will no longer require a representative member of the Warren Consolidated Schools. The elimination of the school district seat is consistent with the position of the school district on this matter, as relayed by Superintendent Dr. Robert Livernois to Mayor Lori Stone, in correspondence dated January 30, 2024, a copy of which is attached. School District attorney Donald DeNault followed up in support of this matter.

A school board representative was not, and is not currently, a statutory requirement. Following the reasoning of the Michigan Attorney General in 1999 Mich. OAG no. 7037, 1999 WL 958530, the ordinance should be consistent with Act 57, to be legally authorized. The applicable statutory section is also attached.

A secondary purpose for the amendment is to update the references to repealed statutes with the replacement statutory sections. The former legislation known as the Downtown Development Authority Act, No. 197 of 1975 has been re-codified as Part 2 of Act 57, MCL 125,4201 to MCL 125,4230.

Respectfully,

Acting City Attorney

Enclosures

cc: Dr. Robert Livermois, Superintendent, Warren Consolidated Schools Donald DeNault, Esq. Tom Bommarito, DDA Director

Approved:

M. Stone, Mayor

| | ORDINANCE | NO. | 80- | |
|--|------------------|-----|-----|--|
|--|------------------|-----|-----|--|

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE V, DIVISION 2.5, OF THE CODE OF ORDINANCES ENTITLED DOWNTOWN DEVELOPMENT AUTHORITY.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Sections 2-109 through 2-111 of Chapter 2, Article V, Division 2.5 of the Ordinances of the City of Warren, Michigan,

WHICH PRESENTLY READ AS FOLLOWS:

Sec. 2-109. - Determination of necessity; purpose.

The city council hereby finds that the downtown district as described in Section 2-112 is comprised of the principal business district within the City of Warren. The city council further determines that it is in the best interests of the public to adopt the 2005 Downtown District Plan and Tax Increment Financing Plan and to create and authorize a public body corporate named the downtown development authority to implement the plan within the downtown district. The authority shall operate to halt property value deterioration, eliminate the causes of deterioration, promote development in accordance with the amended plan, increase property tax valuation and promote economic growth where possible in the downtown district of the city, pursuant to Michigan Public Act 197 of 1975, as amended, MCLA 125.1651.

Sec. 2-110. - Definitions.

The terms used in this division shall have the same meaning as given to them in Public Act 197 of 1975 as amended, MCLA 125.1651, or as hereinafter in this section provided unless the context clearly indicates to the contrary. As used in this division:

Authority means the downtown development authority created by this division.

Act 197 means Act No. 197 of the Public Acts of Michigan of 1975, as amended, entitled the Downtown Development Authority Act, found at MCLA 125.1651.

Board or board of directors means the board of directors of the downtown development authority.

Chief executive officer means the mayor of the city.

City means the City of Warren, Michigan.

Council or city council means the City Council of the City of Warren.

Development plan means the plan prepared in compliance with section 17 of Public Act 197 of 1975; MCLA 125.1667 designating the boundaries of the downtown district development area and proposed development, construction, renovation, rehabilitation, land acquisition and improvement.

Downtown district or district means the business district designated by this division in section 2-112, as now existing or hereafter amended, and within which the authority shall exercise its powers.

Downtown district development plan means the tax increment financing plan together with the development plan approved by the downtown development authority and adopted by the city council. Such plan may be amended as provided by Public Act 197 of 1975; MCLA 125.1651.

Tax increment financing plan means the financing plan for the activities of the downtown development authority prepared in compliance with sections 14 to 16 of Public Act 197 of 1975; MCLA 125.1664 to 125.1666, submitted to and approved by the city council.

Sec. 2-111. - Creation of authority; powers.

There is hereby created pursuant to Public Act 197 of 1975, as amended, MCLA 125.1651, the downtown development authority for the City of Warren. The authority shall be a public body corporate and shall be known and exercise its powers under title of the "Downtown Development Authority of the City of Warren". The authority may adopt a seal, may sue and be sued in any court of this state and shall possess all of the powers necessary to carry out the purposes of its incorporation as provided by this division and Public Act 197 of 1975, MCLA 125.1651. The enumeration of a power in this or in Public Act 197 of 1975 shall not be construed as a limitation upon the general powers of the authority.

SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 2-109. - Determination of necessity; purpose.

The city council hereby finds that the downtown district as described in Section 2-112 is comprised of the principal business district within the City of Warren. The city council further determines that it is in the best interests of the public to adopt the **Amended** 2005 Downtown District Plan and Tax Increment Financing Plan and to create and authorize a public body corporate named the downtown development authority to implement the plan within the downtown district. The authority shall operate to halt property value deterioration, eliminate the causes of deterioration, promote development in accordance with the amended plan,

increase property tax valuation and promote economic growth where possible in the downtown district of the city, pursuant to **Michigan Public Act No. 57 of 2018, as amended, MCLA 125.4101, et. seq.** Michigan Public Act 197 of 1975, as amended, MCLA 125.1651.

Sec. 2-110. - Definitions.

The terms used in this division shall have the same meaning as given to them in Michigan Public Act No. 57 of 2018, as amended, Part 2, specifically, MCLA 125.4201. Public Act 197 of 1975 as amended, MCLA 125.1651, or as hereinafter in this section provided unless the context clearly indicates to the contrary. As used in this division:

Authority means the downtown development authority created by this division.

Act 57 means Part 2 of No 57 of the Public Acts of 2018, as amended, the Recodified Tax Increment Financing Act, specifically captioned, "Downtown Development Authorities", at MCLA 125.4201 to 125.4230. 197 means Act No. 197 of the Public Acts of Michigan of 1975, as amended, entitled the Downtown Development Authority Act, found at MCLA 125.1651.

Board or board of directors means the board of directors of the downtown development authority.

Chief executive officer means the mayor of the city.

City means the City of Warren, Michigan.

Council or city council means the City Council of the City of Warren.

Development plan means the plan prepared in compliance with section 217 of Public Act 57 of 2018, MCLA 125.4217, 17 of Public Act 197 of 1975; MCLA 125.1667 designating boundaries of the downtown district development area and proposed development, construction, renovation, rehabilitation, land acquisition and improvement.

Downtown district or district means the business district designated by this division in section 2-112, as now existing or hereafter amended and within which the authority shall exercise its powers.

Downtown district development plan means the tax increment financing plan together with the development plan approved by the downtown development authority and adopted by the city council. Such plan may be amended as provided by **Public Act 57** of 2018, MCLA 125.4201 to MCLA 125.4230. Public Act 197 of 1975; MCLA 125.1651.

Tax increment financing plan means the financing plan for the activities of the downtown development authority prepared in compliance with sections 211, 4214, 4215 and 4216 of Act 57 of 2018, formerly, sections 14 to 16 of Public Act 197 of 1975; MCLA 125.1664 to 125.1666, submitted to and approved by the city council.

Sec. 2-111. - Creation of authority; powers.

The downtown development authority exists pursuant to section 202 of Act 57, and was established hereby created pursuant Public Act 57 of 2018, MCLA 135.4201 to MCL 125.4230, formerly Public Act 197 of 1975, as amended, MCLA 125.1651, as the downtown development authority for the City of Warren. The authority shall be a public body corporate and shall be known and exercise its powers under title of the "Downtown Development Authority of the City of Warren". The authority may adopt a seal, may sue and be sued in any court of this state and shall possess all of the powers necessary to carry out the purposes of its incorporation as provided by this division and Act 57, generally, MCLA 125.4205 to MCLA 125.4207. Public Act 197 of 1975, MCLA 125.1651. The enumeration of a power in this or in Public Act 197 of 1975 shall not be construed as a limitation upon the general powers of the authority.

SECTION 2. That Section 2-114 of Chapter 2, Article V, Division 2.5 of the Ordinances of the City of Warren, Michigan,

WHICH PRESENTLY READS AS FOLLOWS:

Sec. 2-114 - Board of directors.

The authority shall be under the supervision and control of the board. The board shall consist of the chief executive officer plus eight (8) members. Members shall be appointed by the chief executive officer, subject to approval by the council. Not less than a majority of the members shall be persons having an interest in property located in the district. (Not less than one (1) of the members shall be the representative of the Warren Consolidated Schools.) If the district has one hundred (100) or more persons residing within it, not less than one (1) of the members shall be a resident of the district. Members shall be appointed to serve for a term of four (4) years, except that of the members first appointed, two (2) shall be appointed for terms of one (1) year, two (2) shall be appointed for terms of two (2) years, two (2) shall be appointed for terms of three (3) years, and two (2) shall be appointed for terms of four (4) years. A member shall hold office until the member's successor is appointed and qualified. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office. An appointment to fill a vacancy shall be made by the chief executive officer for the unexpired term only. Members of the board shall serve without compensation, but may be reimbursed for actual and necessary expenses. The chairperson of the board shall be elected by the board. The board shall adopt bylaws governing its procedures subject to the approval of the council. The board may employ and fix the compensation of a director, subject to the approval of the city council. Such director shall furnish a bond in the penal sum of fifty thousand dollars (\$50,000.00) payable to the authority for use and benefit of the Authority and shall file the same with the city clerk of the city.

SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 2-114 - Board of directors.

The authority shall be under the supervision and control of the board. The board shall consist of the chief executive officer plus eight (8) members. Members shall be appointed by the chief executive officer, subject to approval by the council. Not less than a majority of the members shall be persons having an interest in property located in the downtown district, or officers, members, trustees, principals, or employees of a legal entity having an interest in property, located in the downtown district. (Not less than one (1) of the members shall be the representative of the Warren Consolidated Schools.) If the district has one hundred (100) or more persons residing within it, not less than one (1) of the members shall be a resident of the district. Members shall be appointed to serve for a term of four (4) years. except that of the members first appointed, two (2) shall be appointed for terms of one (1) year, two (2) shall be appointed for terms of two (2) years, two (2) shall be appointed for terms of three (3) years, and two (2) shall be appointed for terms of four (4) years. A member shall hold office until the member's successor is appointed and qualified. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office. An appointment to fill a vacancy shall be made by the chief executive officer for the unexpired term only. Members of the board shall serve without compensation, but may be reimbursed for actual and necessary expenses. The chairperson of the board shall be elected by the board. The board shall adopt bylaws governing its procedures subject to the approval of the council. The board may employ and fix the compensation of a director, subject to the approval of the city council. Such director shall furnish a bond in the penal sum of fifty thousand dollars (\$50,000.00) payable to the authority for use and benefit of the Authority and shall file the same with the city clerk of the city.

SECTION 3. That Chapter 2, Article V, Division 2.5 shall be amended to correct references to **the former** statute "Act 197" with "Act 57" in any place where "Act 197" appears.

| SECTION 4. Except as amended all other par | rts or provisions of the division shall |
|---|---|
| remain unchanged and in effect. | |
| SECTION 5. This Ordinance shall take effect | on, 2024. |
| | |
| | |
| I HEREBY CERTIFY that the foregoin | g Ordinance No. 80 was adopted |
| to the Occupation the Other of Marray of its most | |
| by the Council of the City of Warren at its mee | eting held on, 2024. |
| by the Council of the City of Warren at its mee | eting held on, 2024. |
| by the Council of the City of Warren at its mee | eting held on, 2024. |
| by the Council of the City of Warren at its mee | SONJA BUFFA City Clerk |
| Published:, 2024 | SONJA BUFFA |



Warren Consolidated Schools

Creating Dynamic Futures through Student Achievement, High Expectations, and Strong Relationships

ADMINISTRATION BUILDING 31300 Anita Warren, Mi 48093 586.825,2400 1.888.4WCS.KIDS www.wcskids.net

Buard of Education
Susan G, Trombley, President
Casi Wackerly, Vice President
Leah A, Berdy, Scoretary
I, Susan Katula, Tresburge
Megan E, Papasian Strondwall, Ed.D., Trustee
Brien White, Trustee
Brien White, Trustee

Robert D. Livernois, Ph.D. Superintendent

January 30, 2024

The Honorable Lori M. Stone Mayor of Warren, Michigan One City Square Warren, MI 48093

Re: Downtown Development Authority Membership

Dear Mayor Stone,

Per our recent telephone conversation, I am writing to summarize the history of Warren Consolidated Schools' involvement with the City of Warren Downtown Development Authority ("DDA"), or more specifically, the lack thereof during the past 30-plus years.

In August of 1993, the City of Warren ("City") and Warren Consolidated Schools ("District") entered into an intergovernmental agreement that allowed for one seat on the City's DDA to be held by a member of the District's Board of Education. We have not been able to locate a copy of that agreement, but it does appear to exist based on minutes of the Board of Education meetings, a reference in Board policies, and the reference in the City's Code of Ordinances. The agreement appears to have been a direct outcome of two tax appeals that had been filed by the General Motors Technical Center ("Tech Center") around that time. The District was a party to the tax appeals, and approved its settlement on September 7, 1993. Directly after doing so, the Board of Education then approved the intergovernmental agreement (referred to as an "Interlocal Agreement") relating to a seat on the City's DDA.

At that moment in history, the Tech Center's tax appeals likely impacted the District's funding significantly. The Tech Center was possibly the largest City taxpayer, and the tax revenues therefrom were pivotal to ensuring the perpetuation of many City and District operations. However, shortly thereafter in March of 1994, Proposal A was adopted in Michigan. School funding was significantly revamped, thereby rendering the original intent behind having a school district "voice" in DDA proposals and initiatives largely irrelevant.

Evidence of the irrelevance of the position is apparent through the lens of recent history. No one who is still part of the District can remember a time when either the City or the District has honored or enforced the agreement. I have been the Superintendent for 16 years, and our legal counsel has been part of the District for more than 25 years. During that span, and predating my arrival, our counsel could only locate an inquiry from my predecessor about participating with a member on the DDA, which suggests that no participation was occurring, even at that time (2003). Our best supposition, which is admittedly just an educated guess, is that the District no longer felt a need to have a representative serve on the DDA after the enactment of Proposal A. We could likely validate this supposition if you locate any City records that offer a more complete picture of the DDA's history. However, for purposes of moving forward, the history clearly demonstrates that no need for District involvement with the DDA has existed for a very long time. In fact, neither the City





WESTLAW CLASSIC

NOTES OF DECISIONS (4)

Appointment of members
Compatibility of offices
Construction and application

Michigan Compiled Laws Annotated
Chapter 125. Planning, Housing, and Zoning (Refs & Annos)

125.4204. Board membership and meetings

MI ST 125,4204

Michigan Compiled Laws Annotated | Chapter 125. Planning, Housing, and Zoning | Effective: June 25, 2019 (Approx. 2 pages)

Effective: June 25, 2019

M.C.L.A. 125.4204 Formerly cited as MI ST 125.1654 v

125.4204. Board membership and meetings

Currentness

Sec. 204. (1) Except as provided in subsections (7), (8), and (9), an authority shall be under the supervision and control of a board consisting of the chief executive officer of the municipality or his or her designee from the governing body of the municipality and not less than 8 or more than 12 members as determined by the governing body of the municipality. Members shall be appointed by the chief executive officer of the municipality, subject to approval by the governing body of the municipality. Not less than a majority of the members shall be persons having an interest in property located in the downtown district or officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the downtown district. Not less than 1 of the members shall be a resident of the downtown district, if the downtown district has 100 or more persons residing within it. Of the members first appointed, an equal number of the members, as near as is practicable, shall be appointed for 1 year, 2 years, 3 years, and 4 years. A member shall hold office until the member's successor is appointed. Thereafter, each member shall serve for a term of 4 years. An appointment to fill a vacancy shall be made by the chief executive officer of the municipality for the unexpired term only. Members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses. The chairperson of the board shall be elected by the board. The rules of procedure or the bylaws of the authority may provide that a person be appointed to the board in his or her capacity as a public official, whether appointed or elected. The rules of procedure or bylaws may also provide that the public official's term shall expire upon expiration of his or her service as a public official. In addition, the public official's membership on the board expires on his or her resignation from office as a public official.

- (2) Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional path of office.
- (3) The business which the board may perform shall be conducted at a public meeting of the board held in compliance with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. Public notice of the time, date, and place of the meeting shall be given in the manner required by the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. The board shall adopt rules consistent with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275, governing its procedure and the holding of regular meetings, subject to the approval of the governing body. Special meetings may be held if called in the manner provided in the rules of the board.
- (4) Pursuant to notice and after having been given an opportunity to be heard, a member of the board may be removed for cause by the governing body. Removal of a member is subject to review by the circuit court.
- (5) All expense items of the authority shall be publicized monthly and the financial records

shall always be open to the public.

- (6) In addition to the items and records prescribed in subsection (5), a writing prepared, owned, used, in the possession of, or retained by the board in the performance of an official function shall be made available to the public in compliance with the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.
- (7) By resolution of its governing body, a municipality having more than 1 authority may establish a single board to govern all authorities in the municipality. The governing body may designate the board of an existing authority as the board for all authorities or may establish by resolution a new board in the same manner as provided in subsection (1). A member of a board governing more than 1 authority may be a resident of or have an interest in property in any of the downtown districts controlled by the board in order to meet the requirements of this section.
- (8) By ordinance, the governing body of a municipality that has a population of less than 5,000 may have the municipality's planning commission created pursuant to former 1931 PA 285 ¹ or the Michigan planning enabling act, 2008 PA 33, MCL 125.3801 to 125.3885, serve as the board provided for in subsection (1).
- (9) If a municipality enters into an agreement with a qualified township under section 203(7), ² the membership of the board may be modified by the interlocal agreement described in section 203(7).

Credits

P.A.2018, No. 57, § 204, Eff. Jan. 1, 2019. Amended by P.A.2019, No. 29, Imd. Eff. June 25, 2019.

Notes of Decisions (4)

Footnotes

- 1 M.C.L.A. § 125.31 et seq.
- 2 M.C.L.A. § 125.4203.

M. C. L. A. 125,4204, MI ST 125,4204

The statutes are current through P.A.2024, No. 80, of the 2024 Regular Session, 102nd Legislature.

End of

© 2024 Thomson Reuters, No claim to original U.S. Government Works,

Document

Westlaw, © 2024 Thomson Reuters : Privacy Statement Accessibility i Supplier Terms | Contact Us | 1-800-REF-ATTY (1-800-733-2889) · Improve Westlaw/Report an error

