

CITY ATTORNEY'S OFFICE

One City Square, Suite 400 WARREN, MI 48093 (586) 574-4671 Fax (586) 574-4530 www.cityofwarren.org

February 3, 2025

Ms. Mindy Moore Council Secretary City of Warren

Re:

Request to Schedule Public Hearing Pursuant to PA 381 of 1996: Consideration and Approval of Second Amendment to the Brownfield Redevelopment Plan Warren Transmission Redevelopment Project; 23500 Mound Rd.; NP Mound Road Industrial, LLC

Dear Council Secretary Moore:

Please schedule a public hearing on **Tuesday, March 25, 2025** to consider and approve a second amended to the Brownfield Redevelopment Plan for the Warren Transmission Redevelopment Project at 23500 Mound Rd.

Pursuant to Act 381, 10 days' notice to the taxing jurisdictions is required. Council will receive an advance copy of the proposed resolution, plan and supporting materials.

Thank you for your attention to this matter.

Respectfully,

Mary Michaels / Acting City Attorney

ID 110389

CC:

Johnny Sweeney, NP Mound Road Industrial (via e-mail)
Jared Belka, Esq., Warner, Norcross and Judd, LLP (via e-mail)
Tom Bommarito, Economic Development Director
Sonja Buffa, City Clerk
Lisa Diolordi, Deputy Clerk

Approved:

Lori M. Stone

Mayor



PUBLIC SERVICE DEPARTMENT ENGINEERING DIVISION

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:

January 9, 2025

RE: CONSIDERATION AND ADOPTION OF RESOLUTION to approve Contract Modification No. 1 and FINAL to City Contract P-24-811, Miller & Denton Pavement Reconstruct, increasing the current contract amount by \$69,499.65 resulting in a Final contract amount of \$1,539,222.40; and to issue Payment No. 2 and Final in the amount of \$974,754.51 to Zuniga Cement.

Attached hereto is a copy of the proposed Contract Modification No. 1 and Final to the City Contract P-24-811, Miller & Denton 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 \$69,499.65 resulting in a final contract amount of \$1,539,222.40.

The Engineering Division recommends that the Warren City Council approve the Contract Modification No. 1 and Final to the City Contract P-24-811, Miller & Denton Pavement Reconstruct 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:

Read and Concurred:

Tina G. Gapshes, P.E.

City Engineer

David Muzzarelli

Public Service Director

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 #2 and Final

RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 AND FINAL AND PAYMENT NUMBER 2 AND FINAL

FOR

TO CITY CONTRACT P-24-811 MILLER & DENTON PAVEMENT RECONSTRUCT (ZUNIGA CEMENT)

	At a regular meeting	or the City Council of the City of Warren, Coun	ty of iviacomb,
Michigan, he	ld on	, 2025, at 7:00 p.m. Eastern	Time, in the
Council Char	mber at the Warren C	ommunity Center Auditorium, 5460 Arden, War	ren, Michigan.
PRESENT:	Councilmembers		
ABSENT:	Councilmembers		
The f	ollowing preamble and	resolution were offered by Councilmember	
		_, and supported by Councilmember	

Zuniga Cement and the City of Warren entered into a contract titled P-24-811 Miller & Denton Pavement Reconstruct.

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, Zuniga 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-24-811 Miller & Denton Pavement Reconstruct with the Zuniga Cement as submitted, increasing the current contract amount by \$69,499.65 resulting in a final contract amount of \$1,539,222.40.

The City Engineer also recommends that Payment No. 2 and Final to Zuniga Cement in the amount of \$974,754.51 be issued three (3) days after the approval of Contract Modification No. 1 and Final.

The Engineering Division further recommends Payment No. 2 and Final in the amount of \$974,754.51 for the work completed under the contract P-24-811 Miller & Denton Pavement Reconstruct 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-24-811 Miller & Denton Pavement Reconstruct, awarded to Zuniga Cement, increasing the amended contract amount by \$69,499.65, 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 Project P-24-811 Miller & Denton Pavement Reconstruct in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 2 and Final in the amount of \$974,754.51 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: Cou	uncilpersons		
NAYES:	Councilpersons		
RESOLUT	ION DECLARED ADOPTED this	day of	2025.
		MINDY MOORE Secretary of the Council	

CERTIFICATION

STATE OF MICHIGAN				
COUNTY OF MACOMB) SS.)			
I, SONJA	BUFFA, duly electe	ed City Clerk for the	City of Warren,	Macomb
County, Michigan, certify	\prime that the foregoing is	a true and correct co	py of the resolutior	າ adopted
by the Council of the City	y of Warren at its me	eting held on		, 2025.
		SONJA BUFFA		
		City Clerk		

P-24-811 Miller & Denton Pavement Reconstruct Contract Modification 1 & Final Zuniga Cement



ENGINEERING DIVISION

PAYMENT REQUEST

Date: January 9, 2025

To: Sara Karpuk, Budget Cost Analyst, Controller's Office

NOTE: CITY COUNCIL APPROVAL REQUIRED

From: Engineering Division Re: Payment No. 2 & Final Payee: Zuniga Cement Const. Contract: P-24-811 22500 Ryan Location: Miller & Denton Warren, MI 48091 Improvement: Pavement Reconstruction Council Approval: Original Contract Amount 7/3/2024 \$1,469,722.75 Prop. Contract Modification \$69,499.65 Current Contract Amount \$1,539,222.40 Total Work performed as of: 10/28/2024 \$1,539,222.40 0.0% \$0.00 Less Retainage Net Amount Earned to Date \$1,539,222.40 Amount of Previous Payment Requests \$564,467.90 Amount Due This Estimate \$974,754.51 Retainage Previously Withheld \$62,718.66 Retainage Change this Pay Estimate (\$62,718.66) \$945,511.87 Chargeable to: 2023 Michigan Transportation Construction Fund Line Item (438-9438-97450) Chargeable to: 2024 MTOF Majorl Roads, Routine Maintenance \$29,242.64

The total revenue generated should be transferred from the construction account to the Water Division Shared Services budget and be credited as revenue generated by the Division of Engineering.

Payement Repairs Line Item (202-2463-80206)

Prepared by:

Approved for Payment:

Olivia Girimonte Civil Engineer Tina G. Gapshes, P.E.

City Engineer



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:

January 9, 2025

CONTRACT:

P-24-811 Miller & Denton Pavement Reconstruct

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 \$69,499.65 resulting in a final contract amount of \$1,539,222,40.

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 \$69,499.65 is hereby added to the current contract amount of \$1,469,722.75, resulting in a final contract amount of \$1,539,222.40.

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

Accepted by:	Zuniga Cement (Contractor)	Date: 01/10/25
Recommended by:	Tina 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:

P-24-811 Miller & Denton Pavement Reconstruct Contract Modification No. 1 and Final Page 1



Cley Contract P-24-811 Miller & Denton Pavement Reconstruction

Engineering Division FINAL ADJUSTMENT OF QUANTITIES

Contractor: Zardge Cernen! Address: 22500 Ryan Road City: Warren, MI 4809 I

								444.114.0	- an Mar
	DESCRIPTION	ORIGINAL BID	units	CONTRACT	ORIGINAL DID	FINAL CONTRACT	FINAL CONTRACT	CHANGE CONTRACT	CHANGE
MATE NO.	Notice Lion	TITTALU	UNIZ	PRICE	AMQUNT	YTITIKAUD	AMOUNT	QUANTITY	AMOUNT
1	remove sidewalk, a.o.a. ramp on drive approach	7,645	SF	\$ 2.00	\$16,290.00	11918.70	\$23,037.40	4,273.7	8,647.40
2	REMOVE EXISTING PAVEAGNT INCLUDING INTEGRAL CURB AND GUETER (SEE GEOTECHMOUL REPORT)	70,791	17	\$ 9.00	\$97,119.00	11013.00	\$99,117.00	222.0	1,998,00
3	INSTALL 10" THICK CONCRETE PAYMMENT WITH INTEGRAL CURB AND GUTTER, USING SUP FORM PAVER, M.D.O.T. PI (6 SACK	10,791	n	\$ 64.00	\$733,788.00	10743.00	\$730,524.00	(48.0)	(3,264.00)
-	CEMENT CONTENT) INSTALL 8" THICK CONCRETE SIDEWALK, A.O.A. RAMP ON CARVE APPROACH, M. D.O.T. GRADE P-HC (7 SACK CEMENT CONTENT)	5,483	SF	\$ 9.75	363,189.75	9582.20	\$93,426.45	3,101.2	30,236,70
	INSTALL 4" THICK CONCRETE SUDEWALK, M.D.O.T. GRADE PL [6 SACK CEMENT CONTENT]	628	5F	\$ 6.00	\$5,024.00	692.50	\$7,140.00	264.5	2,116.00
. #	INSTALL 4" SHICK CONCRETE SHOEWALK, A.O.A. RAMP OR DRIVE APPROACH, M.D.O.T. GRADE P-HC (7 SACK CEMENT CONTENT)	3.041	5F	5 1.00	\$9,369.00	696.30	\$6,284.70	(342.7)	(3,084.30)
_	INSTALL NLD.O.T. CLASS ZLAA LINNESTONE SUB-BASE, (NINL 10" THICK CLP.) UNDER CONCRETE PAVEMENT	13,342	SY	\$ 12,00	\$136,104.00	0.00	50.00	(11,342.0)	(135,104.00)
-	Subgrade umdercut. Encavate unsultable subgrade material and backfill instablike, type by - crushed uniestone	296	, a	\$ 20.00	\$5,960.00	194.13	13,882.60	(03,9)	(2,077.40)
	(CLP.) FOR FIRLING UNDERCUT INCLUDED THE UNDERCUT AREA BY 1200 ON EQUIVALENT GEOGRAP TO STABILIZE THE UNDERCUT AREA (S)	900	sy	\$ 1.00	\$900.00	0.00	\$0.00	(900.0)	(900.00)
10	STATION GRADING	24	STA	\$ 5,500.00	\$133,650.00	34,30	\$168,650.00	10.0	55,000.00
11	MISTALL A.O.A. COMPLIANT DETECTABLE WARNING DEVICE	20	LE	\$ 50,00	\$1,000,00	0,00	\$0.00	(20.0)	(1,000,00)
12	VARIADIE HEIGHT FORWALK CURB (AS-NEEDED)	100	ue .	\$ 10.00	\$1,000.00	0.00	\$0,00	(100.0)	(1,600.00)
13	PAVENGENT MARKETON COMP (MATTER) PAVENGENT MARKETON, SPRAYABLE THERANDPLASTIC, 4" YES CIV	5,160		\$ 0.75	\$3,870.00	0.00	\$0.00	(5,160.0)	(3,870.00)
14		16	FT	\$ 15.00	\$240.00	0.00	\$0.00	(18.0)	(240.00)
	PAVENNENT MARKING (1 STOP BAN), OVERLAY COLD PLASTIC, 18*STOP SAA	725	. f	\$ 5.00	\$1,080.00	0,00	\$0.00	(216.0)	(1,080.00)
15	PAVEARINT MARKING (\$ CROSSWALKS), OVERLAY COLD PLASTIC, 6* CROSSWALK	725	FT	\$ 5.00	51,080.00	0,00	\$0.00	(216.0)	(1,090,10)
16	PAVENT MANIENG (3 CROSSWALKS), OVERLAY COLD PLASTIC, 12° CROSS MATCHING, WHITE	36	п	\$ 10.00	\$360.00	0.00	\$0.00	(36.0)	(360.00)
17	COLD WEATHER PROTECTION [AS-NEEDED]	5,396	231	\$ 5.00	\$26,960.00	0.00	\$0.00	(5,396.0)	(26,980,00)
18	REDUKO 2' DM. MANHOLE, CATCH BASIN, INLET OR GATE WELL, COMPLETE (MICLUDING EXTERNAL STRUCTURE WIRAP)	1	VF	\$ 150.00	\$350.00	0.00	\$9,00	(1,0)	(350,00)
19	REGUND A" DAA, MANHOLE, CATCH BASIN, SINET OR GATE WELL, COMPLETE (INCLUDING EXTERNAL STAUCTUM WAAP)	ı	٧f	\$ 400.00	\$3,200.00	2.00	\$800.00	(6.0)	(2,400.00)
20	ADJUST 2" DIA. UTILETY STRUCTURE, COMPLETE. (INCLUDING HOPE/CONCRETE OR EQUIVALENT ADJUSTMENT AING)	s	EA	\$ \$00.00	\$2,500.00	9.00	\$4,500.00	4,0	2,000,00
21	ADJUST 4"DIA, UTILITY STRUCTURE, COMPLETE (MICLURANO HDPE/CONCRETE OR EQUIVALENT ADJUSTALENT AND	10	EA	\$ 500.00	\$5,000.00	6.00	\$3,000,00	(4.0)	(2,000.00)
22	MISTALL OF DIA. COMMUNICATED PLASTIC EDGE GRAIN WITH GEOTEXTILE WAAP, COMMUNICATE	4,974	LF.	\$ 14,00	\$69,636,00	1650,00	\$25,900.00	(3,124.0)	(43,736,00)
23	INSTALLA D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIM, IMLET OR GATE WELL	15	€A.	\$ 550.00	\$8,250:00	16.80	\$8,800,00	1,0	550.00
24	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	L5	EA	\$ 950.00	\$5,250.00	1.00	\$350.00	(14.0)	(4,900.00)
25	MAINTERNANCE GRAVEL, BISTALL AND MAINTAIN (COMPLEYE)	300	TON	\$ 20.00	\$6,000,00	690.50	\$13,610.00	390.\$	7,810.00
26	TRASSIC CONTROL DEVICES, COMPLETÉ	1	کا	\$ 6,950.00	\$6,950.00	1.87	\$13,000,00	0.9	6,050.00
27	TRAMORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS	300	SF	\$ 6.00	\$1,000.00	0,00	\$0.00	(300.0)	(1,600,00)
28	ENSTAIL SEED AND MUICH	1	ខ	\$ 25,000.00	\$25,000,00	0.00	\$0.00	{1.0}	(25,000.00)
29	INISTAIL TREE (AS-NEEDED)	_ ·	EA	\$ 450.00	\$3,600.00	0.00	\$0,00	(6.0)	(3,600.00)
30	SAMINGUER LINE (AS-MEEDED)	300	LF.	\$ 3.00	5900.00	620,00	\$1,660.00	320.0	960,00
31	SPRIMINGER MEAD, REPLACE (AS-INEEDED)	10	!A	\$ 45.00	\$450.00	24.00	\$1,080.00	14.0	630.60
32	SPRINKALEN MEND, RELOCATE (AS-MEEDED)	10	EA	5 60.00	\$600.00	0.00	\$0.00	(0.01)	(600.00)
33	PREFAMBLEATED PORTABLE SANITARY FACILITY	1	EA	\$ 1,200.00	\$1,200.00	0.00	\$0.00	(1.0)	(1,200.00)
34	PROJECT CLEARUP	. 1	Ľ	\$ 3,000,00	13,000,00	0,00	\$0.00	(1.0)	(3,000.00)
35	CREW/ DOWNTIME FOR LOCATING MIS-MARKED / UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	8	HI.	\$ 1.00	\$8,00	0.00	\$0.00	(B.D)	(6.00)
35	REPAIR MIS-MARKED OR UNIMARKED WATER SERVICE	5	EA	\$ 1.00	\$5.00	0.00	\$0.00	(5,0)	(5.00)
37	CONTINGENCY FOR WORK OUTSIDE OF THE ORIGINAL PAY THEMS	1	LS	\$ 40,000.00	\$40,000.00	0,00	\$0.00	(1.0)	(40,000,00)
38	AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA	1	<u>ک</u> ا	\$ 1,100.00	\$1,100,00	1.00	\$1,100.00	0.0	0.00
39	SOIL ERGRADN AND SEDIMENTATION CONTROL IMEASURES INCLUDING BACKING SOIL ERGRAD PERMIT FEE ALLOWANCE	1	LS	\$ 2,000,00	\$2,000.00	1.00	\$2,000.00	0.0	0,00
40	PERMIT AND INSPECTION FEE ALLOWANCE - AS NEEDED MEINARUMSEARINT (Macorab County, SESC, EGLE)	,	15	\$ 3,000.00	\$3,000,00	1,00	\$3,000.00	0,0	0.00
41	BOHOS, INSURANCE, MODRITATION AND INITIAL SET-UP EXPENSE (Not to exceed 7% of construction cost)	1	LS	\$ 45,000,00	\$45,000.00	1.50	\$67,500,00	0.5	22,500.00
42	INSTAUL ALO.O.T. CLASS ZIAA CRUSHEO COMCRETE SUB-BASE, (AMN. 20' THICK C.I.P.) UNDER CONCRETE PAVEMENT		39	\$ 10.00	\$0.00	10043.30	\$100,433.00	10,043.3	100,433.00
43	METALL CLASS FAY SOD		51	\$ 10.00	\$0.00	0.00	\$0,00	0.0	0.00
44	BISTALL O' THICK CONCRETE PAVEMENT WITH BRIEGRAL CURB AND GUTTER, USING SUP FORM PAVER, MAD.O.T. P.1 (6 SACK CEMENT CONTENT)		51	\$ 83.00	\$0,00	1029.00	\$89,407.00	1,029.0	85,407.00
45	DISTALL M.D.O. T. CLASS 21AA CHUSHED CONCNETE SUB-BASE, (MIN. 4".6" THICK CLP.) UNDER CONCRETE PAVEMENT		54	5 5,25	\$0.00	1029.00	\$5,402.25	1,029.0	5,402.25
46	STORM WORK AT 6881 CHICASO RD.		LS	\$ 48,418.00	\$0.00	1,00	\$48,418.00	1.0	48,418.00

Original Contract Amount

\$1,469,722.75

\$1,539,222.40

\$60,409.85

Contract Madification No. 1 and Final

69,499.65

Final Contract Amount

\$1,839,222.40

Percent Change from the Amended Contract Amount

4.73%



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	DEMOUS 22M (TEMS								, .
3	Arenové sidenyalk, a.d.4. Aran da bané anyacach	¥	7.463	5 2.00	\$ 15,790,00	1747878	\$ 19,000.40°	7,866.7	5 33,713,40
2	ACLYON: 1 WELLING PRAYEMENT HIS MONEY INTERNAL COLOR AND GUTTLE (SEE SECTECHBIAN MONEY)	, ×	10,771	\$ 3.00	\$ \$1,139,00	מויה	\$ 59,110.00	53174	5 50,713.40
	PANNAS HONS						1"		
,	INSTANCE TO, SINKER CONCRETE LANGUEDIL MOTH MULGERY COND. WAS UND COLLING AND CONFERMENT OF THE OWNER CONTRACT OF THE COLLINE COLLINE	77	187,08	\$ 1400		10,143.0	5 739,524,00	5,312.8	S HILDEN
	CHISTAGE B' THICK CONCRETE SIGNANDE. ALD A. RAMP OR DIRVE APPROACH, M.D.C.I., GRADE MHC (? SACE CONCRETE SIGNAL)	, <u>, , , , , , , , , , , , , , , , , , </u>	5.6E3	5 9.75	\$ 63.10E75	9.5855	\$ 93.026.05	6317.2	4 67,03 2
3	HISTALL A' TIJKY (CHICÚCTE SIDEWALL, M.D.O.T. GINGE PJ (E SACK CEMBAT COMILIA)]	. 	121	5 603	5 5,024.00	8928	3 7,44800	Jú é. J	\$ 3,151.00
	HISTAGE OTTHICK CONCRETE SECRETALE, A D. R. BAMP ON DINYE APPROADE, M. N.D. E. GRADE N.H. E. F. SACK CENTENT COMING IT		1,011	\$ 9.60	4 9,349,00	6313	6 6234.74	SHLI	S 5,704 to
7	UNSTAIL BLOOD. T. CLASS ZEARLEMESTONE SUMMALE, RAME TO THICK C.D. (UNDER COMMETTE PAYEMONT SOURCEMENT UNDER COMMETTE THE THICK COMMETTE RATE LEVEL TO THE THICK STORE (C.C.) TO A PRINTING.	59	11,342	5 1205	\$ 126,104,60	#4		1061.7	\$ (94,252.40)
<u>.</u>	INDER OF THE PROPERTY OF THE P	C/	218	5 2603	\$ 5,140,00	194,1	1 3.60° (c)		3 4500
<u>, , , , , , , , , , , , , , , , , , , </u>	INSTANCE TRAINED ON EQUIVALENT GEORGIE TO ETABLIZETHE UNICACUS ARCADS	<u> </u>	500	\$ 3,500,00	\$ 909.00 \$ 153,450.07	34.3	5 (10.650.00	0.9 743	\$ 199,650,00
	STATION QUANTING	KTR			5 153,452.07		5 191.636.76	743	\$ 199,653,63
11	UNSTALL A.D.A. CONUN IANT DESCRIABLE WASHING REVICE	ur .	10	\$ 50.00	·	P.0		0.6	· · · ·
22	ANYMATE HEIGHT SIDUANIE CHAT (ATHICOSO)	<u> </u>	100	\$ 1960	\$ 1,000,00	- DG	5 .	***	\$
- 12	panthery marking, servable thereographic is revious	<u> </u>	3,190		5 3,670.00	. 60		0.0	• •
14	MAYERMENT MAINSUMO (1 STOM MARY COVERNATIONS PLASTIC, 18 ⁴ STOP WAR.		24	\$ 11.00	\$ 240,00	90	\$ -	0.0	l :
15	NAMERICAL STRUCTURE (3 CHORSTANANCE) GALLATA CONTRACTOR OF CONTRACTOR (4 CHORSTANA)	FT II	216	\$ 100	1 1,547 00	90		0.0	5
	payething albring is chossin/2231, overlay cosd places, 13° choss harefilled, 11982			* ***	7 *****	- 00	5 .		
17	CONDITION (A PROTECTION (AT ASCARD)	37	5.724	\$ 500	5 26,932.00			0.0	٠
11	UTAMY REMS					-	T.		3 -
**	REQUID 3 ON MANNOT, CARCHERING, MILET DE CATE WHIL CONDIENT INCOMING ENTERNAL STRUCTURE WIND	VF	_	5 10000	1 104.00	0	5 .	2.0	5 60000
30	results at the manager carcheases, will tak date well complete prejudence extended threctury what		-	·		9			
	rdats to the productions, compared production hope/controls or equipalent adjustation cares	ē4.	\$	* ****	\$ 7,500 pa	_	- ,	**	\$ 3,600.00
31	ADMIST IF DIA, UNIUTY SIMUCTARIC, COLMERTE UNCCURBINI HOPELCOXCRIVE OR ECONOMICIAL ADJUSTIALITY AND	žķ.	10	9 20000	\$ 3,600,00	6	\$ 8,000.00	4.0	\$ 2,009,00
22	distant of oils. Combus also plastic food other wash geoff built when constructe	Lr	4374	5 1400	5 64,636.00	1,410	\$ 25,000,00		* .
2)	INSTAGLADA. COMPLANT DE STANOMO PRANIE ETR NIANHOLE, CATON DADRI, MILET DA GATE WELL	24	15	\$ 550.00	1 1,164.00		3 8,809.00	16.0	S BAMAR
34	THETAME A DIA COMMENSATION STANDARD CONTRIBONAL CARDINAL ASSISTEMANT ON GASE WILL	E4.	ಚ	\$ 1900	1 5.37400	1	5 590.03	1.0	\$ 150,00
15	MAINTENANCE GRAVEL INSTALL AND MAINTAIN (COMMETT)	FOR	342	५ स्टब्स	2 Eleuno co	621	\$ 13,610,60	690.L	\$ 134,610 00
	TRAFFIE CONTROL TENES	T 4		N - 1 - 11 - 11			1	- 	
26	BARNOCENTRO, DEVICES COMPARTS	<u> </u>		5 6,950 00	\$ 6,750,60	3.9	5 19,000 00	- 69	\$ 1000,000
77	SERVICULARY THANKS CONTACT OF GROOMWITCHER SIGNS	9	300	7 400	\$ 1,400 00	D D	\$ -1	2.0	1
76	AERTORATION (TEVE								
70	PRISTAN SEED AND LANCE	T	т .			 :	7.		
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City of Warren Division of Engineering P-24-811 Payment No. 2 and Final



CONTRACTOR NAME: Zuniga Cement Const.

ADDRESS: 22500 Ryan CITY, STATE, ZIP: Warren, MI 48091

DESCRIPTION		ORIGINAL CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
		\$1,469,722.75		
Total Work Performed as of:	10/28/2024		\$1,539,222.40	\$912,035.85
Less Retainage	0.00%		\$0.00	(\$62,718.66)
Net Amount Earned			\$1,539,222.40	\$974,754.51
Less Previous Payments			\$564,467.90	\$0.00
Total Amount Due this Estimate			\$974,754.51	\$974,754.51
	" - " - " - " - " - " - " - " - " - " -	\$1,424,421.84		
Total 2023 Michigan Transportaion Fund - Work Performed as of:	10/28/2024		\$1,493,045.73	\$884,674.77
Less Retainage	0.00%		\$0.00	(\$60,837.10)
Net Amount Earned			\$1,493,045.73	\$945,511.87
Less Previous Payments			\$547,533.86	\$0.00
Total2023 Michigan Transportaion Fund - Work Due this Estimate			\$945,511.87	\$945,511.87
		\$ 45,300.91		
Total 2024 MTOF Major Roads Fund - Work Performed as of:	10/28/2024	\$ 45,500.91	\$46,176.67	\$27,361.08
Less Retainage	0.00%		\$0,00	(\$1,881.56)
Net Amount Earned			\$46,176.67	\$29,242.64
Less Previous Payments			\$16,934.04	\$0.00
Total 2024 MTOF Major Roads Fund Fund - Work Due this Estimate			\$29,242.64	\$29,242.64

I certify that I have checked this periodic estimate; that to the best of my knowledge and belief it is true and correct statement of work performed by the contractor; that all work included 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 G. Gapshes, P.E.

City Engineer



PUBLIC SERVICE DEPARTMENT ENGINEERING DIVISION

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

January 16, 2025

Mindy Moore City Council Secretary

RE:

CONSIDERATION AND ADOPTION OF A RESOLUTION to approve Contract Modification No. 3 and Final to City Contract SW-21-744, 2021 SAD Sidewalk Repairs (Luigi Ferdinandi and Son), decreasing the amended contract amount by \$965,726.35 resulting in a final contract amount of \$2,167,024.15 and to Approve Payment No. 9 and Final to Luigi Ferdinandi and Son in the Amount of \$85,153.10.

Attached hereto is a copy of the proposed Contract Modification No. 3 and Final to the City Contract SW-21-744, 2021 SAD Sidewalk Repairs.

The contract modification is for the final adjustment of quantities and balancing the pay items to asconstructed quantities, resulting in a decrease from the amended contract amount by \$965,726.35 resulting in a final contract amount of \$2,167,024.15.

The Engineering Division recommends that the Warren City Council approve the Contract Modification No. 3 and Final to the City Contract SW-21-744, 2021 SAD Sidewalk Repairs as presented in the attached documents. Availability of funding has been reviewed by the Budget Director as indicated in the attached resolution.

Additionally, it is recommended that Payment No. 9 and Final for the work completed under the contract SW-21-744, 2021 SAD Sidewalk Repairs, in the amount of \$85,153.10 be issued to Luigi Ferdinandi and Son three (3) days after approval of the attached Contract Modification No. 3 and Final.

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.

Kristina Battle

Budget Director

Sincerely,

Tina G. Gapshes, P.E.

City Engineer

Approved as to Form:

Mary Michaels Acting City Attorney Read and Concurred:

David Muzzarelli

Public Service Director

Recommended to Council:

Lori M. Stone

Mayor

TGG/ocg

Attachment: Contract Modification No. 3 and Final, Proposed Resolution and Payment No. 9 and Final



PUBLIC SERVICE DEPARTMENT ENGINEERING DIVISION

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

Date: _____

Date:

CONTRACT MODIFICATION

DATE: January 16, 2025 CONTRACT: SW-21-744 2021 SAD Sidewalk Repairs 3 and Final CONTRACT MODIFICATION NO.: Luigi Ferdinandi and Son TO: 16481 Common Road Roseville, MI 48066 **NECESSITY FOR REVISION:** The contract modification is for the final adjustment of quantities and balancing the pay items to asconstructed quantities, resulting in a decrease from the amended contract amount by \$965,726.35 resulting in a final contract amount of \$2,167,024.15. 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 \$965,726.35 is hereby subtracted from the current amended contract amount of \$3.132,750.50, resulting in a final contract amount of \$2,167,024.15. The above shall be effective upon approval of the Mayor and City. Date: 1-16-2025 Date: 1-21-25 Recommended by: Tina G. Gapshes, P.E., City Engineer Warren City Council Date: _____ Approved by:

Lori M. Stone, Mayor

Sonja Buffa, City Clerk

Approved by: _____

Approved by: _____

RESOLUTION APPROVING CONTRACT MODIFICATION NO. 3 AND FINAL TO CITY CONTRACT SW-21-744, 2021 SAD SIDEWALK REPAIRS. LUIGI FERDINANDI AND SON.

At a	regular meeting of the	e City Council of the City of Warren, County o	f Macomb,
Michigan, held on		, 2025 at 7:00 p.m. Eastern	Time, in the
Council Cha	mber at the Warren C	Community Center Auditorium, 5460 Arden, V	Varren, Michigan.
PRESENT:	Councilmembers		
ABSENT:	Councilmembers		
The	following preamble ar	nd resolution were offered by Councilmember	
		, and supported by Councilmember	
Luigi	Ferdinandi and Son,	Inc. and the City of Warren entered into a co	ntract titled
SW-21-744	2021 SAD Sidewalk	Renairs	

Certain changes to the scope of work were deemed necessary by the City Engineer due to additional work outside the scope of original contract.

In compliance with Section 200, Subsections 236, 238 and 239, Luigi Ferdinandi and Son, Inc. and the City Engineer have determined mutually acceptable prices for the additional work.

The Engineering Division recommends approval of the attached Contract Modification No. 3 and Final, as submitted, thereby <u>decreasing</u> the amended contract amount by \$965,726.35 resulting in a final contract amount of \$2,167,024.15.

The Engineering Division further recommends that Payment No. 9 and Final in the amount of \$85,153.10 for the work completed under the contract SW-21-744, 2021 SAD Sidewalk Repairs be issued to Luigi Ferdinandi and Son, Inc. after three (3) days of the City Council approval of the attached Contract Modification No. 3 and Final

The City Engineer also recommends that project funding be modified as follows, to account for the balancing of the original pay items to as-constructed quantities:

Subtraction of \$539,612.43 from 802-9802-80182, Sidewalk Replacement Account Subtraction of \$82,528.05 from 202-2451-97400 MTF Major Roads Subtraction of \$343,585.87 from 203-3451-97400 MTF Local Roads

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled SW-21-744, 2021 SAD Sidewalk Repairs, decreasing the contract amount by \$965,726.35 resulting in a final contract amount of \$2,167,024.15 as presented in the attached Contract Modification No. 3 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 3 and Final to SW-21-744, 2021 SAD Sidewalk Repairs in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 9 and Final in the amount of \$85,153.10 payable to Luigi Ferdinandi and Son, Inc. be issued after three (3) days of the City Council's approval of the Contract Modification No. 3 and Final including releasing any interest on retainage.

AYES:	Councilpersons			
NAYES: RESOLUTIO	Councilpersons	TED this	day of	20
			MINDY MOORE Secretary of the Cou	uncil

CERTIFICATION

STATE OF MICHIGAN)) SS.		
COUNTY OF MACOMB)		
I, SONJA BUF	FFA, duly elected City Cl	erk for the City of Warrer	n, Macomb County
Michigan, certify that the for	regoing is a true and co	rrect copy of the resoluti	on adopted by the
Council of the City of Warren	n at its meeting held on _	· <u></u> -	, 20 <i>.</i>
		SONJA BUFFA	
		City Clerk	



Engineering Division Payment Request

Date: January 7, 2025

To: Sara Karpuk, Budget Analyst, Controller's Office

From: Engineering Division

Payment No.	9 and Final	Payee: Luigi Ferdinandi and Son Cement Co.
Contract:	SW-21-744	16481 Common Road
Location:	Various	Roseville, MI 48066
Improvement:	2021 SAD Sidewalk Repairs	
Original Contract	Amount (City Council Approval 4/13/21)	\$827,700.00
Contract Modificat	ion 1 (City Council Approved 3/29/22)	\$923,591.81
Contract Modificat	ion 2 (City Council Approved 3/29/22)	\$1,381,458.69
Prop. Contract Mo		-\$965,726.35
1	Current Contract Amount	\$2,167,024.15
Total Work perform	ned as of: 12/19/24	\$2,167,024.15
Less Retainage	0.00%	\$0.00
Net Amount Earne	d to Date	\$2,167,024.15
Amount of Previou	s Payment Requests	\$ 2,081,871.05
	Amount Due This Estimate	\$85,153.10
Retainage Previous	sly Withheld	\$5,000.00
Retainage Change	-	(\$5,000.00)
Chargeable to:	Sidewalk & Tree Special Revenue Fund	802-9802-80182 \$ 5,000.00
Chargeable to:	Sidewaik & Tree Special Revenue Fulld	3,000.00
Chargeable to:	MTOF, Major, Routine Maintenance Account	202-2463-80206 \$ 40,244.10

The total revenue generated should be transferred from the construction account to the City General Fund and be credited as revenue generated by the Division of Engineering.

MTOF, Local, Routine Maintenance Account

Prepared by:

Chargeable to:

Olivia Girimonte Civil Engineer Approved for Payment:

203-3463-80206

39,909.00

\$

Tina G. Gapshes, P.E. City Engineer

Payee

Citv of Warren Division of Engineering SW-21-744 PAY ESTIMATE #9 and Final

DATE: December 19, 2024

IMPROVEMENT: 2021 SIDEWALK REPAIRS

LOCATION: VARIOUS

CONTRACTOR NAME:	Luigi Ferdinandi and Son Cement Co.	Divisio
ADDRESS:	16481 Common Road	nive

CITY, STATE, ZIP;

Rosaville, MI 48066

TEM NO.	DESCRIPTION	UNITS	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	ORIGINAL CONTRACT AMOUNT	TOTAL QUANTITY PAID TO DATE	TOTAL AMOUNT PAID TO DATE	TOTAL QUANTITY THIS PAYMENT	TOTAL AMOUNT THIS PAYMENT
1	REMOVE AND REPLACE 4" THICK CONCRETE SIDEWALK, COMPLETE	SF	\$10.00	42,000.00	\$420,000,00	154,447.67	\$1,544,476,70	6,530.60	\$65,306,00
2	REMOVE AND REPLACE 6" THICK CONCRETE SIDEWALK, COMPLETE	SF	\$11.00	12,000.00	\$132,000.00	33,518.70	\$368,683.70	1,060.60	\$11,666.60
3	REMOVE AND REPLACE 8" THICK CONCRETE SIDEWALK, COMPLETE	SF	\$12.00	3,000.00	\$36,000.00	5,940.84	\$71,290.08	0,00	\$0.00
4	REMOVE AND REPLACE CONCRETE CURB & GUTTER, 6"-8" HIGH	LF	\$40,00	500,00	\$20,000.00	1,244,30	\$49,772,00	32.00	\$1,280,00
5	REMOVE ONLY 4"-8" THICK CONCRETE SIDEWALK, A.D.A. RAMP OR DRIVE APPROACH	SF	\$2.00	500.00	\$1,000.00	2,699,15	\$5,398.30	154.25	5308.50
6	INSTALL VARIABLE HEIGHT SIDEWALK CURB	LF	\$15.00	150.00	\$2,250.00	719.30	\$10,789.50	0,00	\$0,00
7	INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE	LF	\$40.00	200.00	\$8,000.00	434,50	\$17,380.00	0,00	\$0.00
8	REMOVE AND REPLACE CONCRETE CURB & GUTTER, 0"-8" HIGH	LF	\$40.00	500.00	\$20,000.00	0.00	\$0.00	0.00	\$0.00
9	REMOVE AND REPLACE 6" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER	SYD	\$81,00	1,000,00	\$81,000,00	0,00	\$0.00	0,00	\$0.00
10	REMOVE AND REPLACE 8" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER	SYD	\$99.00	50.00	\$4,950.00	20.13	\$1,992.87	0.00	\$0.00
11	REMOVE AND REPLACE 9"-12" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER	SYD	\$108.00	100.00	\$10,800.00	; 0,00	50,00	0,00	\$0.00
12	UNDERCUT-EXCAVATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL	CY	\$10.00	500.00	\$5,000.00	0,00	\$0.00	0.00	\$0.00
13	REMOVE CATCH BASIN OR MANHOLE, COMPLETE	ĘΑ	\$150.00	5.00	\$750.00	0,00	\$0.00	0,00	\$0.00
14	REMOVE EXISTING SEWER, COMPLETE	uf	\$25,00	50.00	\$1,250.00	0.00	\$0.00	D,00	\$0.00
15	INSTALL 2' DIAMETER CATCH BASIN, COMPLETE	EA	\$1,000.00	5,00	\$5,000.00	0.00	\$0.00	0.00	\$0.00
15	INSTALL 4' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00
17	INSTALL 5' DIAMETER GATEWELL OR MANHOLE, COMPLETE	EA	\$2,500.00	1.00	\$2,500.00	0.00	50.00	0.00	\$0.00
18	ADJUST MANHOLE, CATCH BASIN OR INLET, COMPLETE	EΑ	\$450,00	30,00	\$13,500.00	35.00	\$15,750,00	1,00	\$450.00
19	REBUILD MANHOLE, CATCH BASIN OR INLET, COMPLETE	VF	\$150.00	25.00	\$3,750.00	6.80	\$1,020.00	0.00	\$0.00
20	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATEWELL	EA	\$300.00	50.00	\$15,000.00	j 0.00	\$0.00	0,00	\$0.00
21	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATEWELL	EA	\$200.00	50,00	\$10,000,00	0.00	\$0.00	0.00	\$0.00
22	INSTALL 5"-10" DIA. SCH. 60 P.V.C. PIPE (A.S.T.M. D 1785)	LF	\$50.00	50.00	\$2,500.00	0.00	\$0.00	0.00	\$0,00
23	INSTALL 12" DIA. SCH. 80 P.V.C. (A.S.T.M. D 1785) OR 12" R.C.P. C76-IV PIPE	LF	\$60.00	50,00	\$3,000,00	0.00	\$0,00	0.00	\$0.00

City of Warren Division of Engineering

SW-21-744 PAY ESTIMATE #9 and Final

IMPROVEMENT: 2021 SIDEWALK REPAIRS

DATE: December 19, 2024

\$85,153,10

LOCATION: VARIOUS

\$85,153.10

NO.	DESCRIPTION	UNITS	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	ORIGINAL CONTRACT AMOUNT	TOTAL QUANTITY PAID TO DATE	TOTAL AMOUNT PAID TO DATE	TOTAL QUANTITY THIS PAYMENT	TOTAL AMOUNT THIS PAYMENT
24	M.D.O.T. DRUM, FURNISHED AND OPERATED	EA	\$5.00	1,750.00	S8,750.00	5,550.00	\$27,750.00	163.00	\$815,90
25	M.D.O.T. TYPE B ILLUMINATED FLASHING ARROW BOARD, FURNISHED AND OPERATED	EA	\$150.00	10.00	\$1,500.00	21.00	\$3,150.00	0.00	\$0,00
26	TEMPORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS, FURNISHED AND OPERATED	SF	\$5.00	200,00	\$1,000.00	- 1,953.00	\$9,765.00	0.00	\$0.00
27	INSTALL CLASS "A" SOD	SY	\$20.00	200.00	\$4,000.00	0.00	\$0,00	0.00	\$0,00
28	INSTALL SEED AND MULCH	SY	\$10,00	200,00	\$2,000,00	130.60	\$1,306.00	32.70	\$327.00
29	RE-MOBILIZATION	EΑ	\$500.00	10.00	\$5,000.00	43.00	\$21,500.00	0.00	\$0,00
30	CREW DOWNTIME FOR LOCATING MIS-MARKED / UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HR	\$100.00	5.00	. \$500.00	20.00	\$2,000.00	0.00	\$0,00
31	REPAIR MIS-MARKED OR UNMARKED WATER SERVICE	EA	\$100.00	2.00	\$200.00	0.00	50.00	0.00	\$0.00
32	BONDS, INSURANCE AND INITIAL SET-UP EXPENSE (Not to exceed 3% of construction cost)	LSUM	\$5,000,00	1,00	\$5,000.00	3,00	\$15,000.00	0.00	\$0.00
	TOTAL WORK PERFORMED AS OF	12/19/2024			\$827,700.00	:	\$2,167,024.15		\$80,153.1
	LESS RETAINAGE	0.00%				.,,	\$0.03	, — — — — — · · · · · · · · · · · · · ·	-\$5,000.0
	NET AMOUNT EARNED						\$2,167,024.15		\$85,153.1
	LESS PREVIOUS PAYMENTS						\$2,081,871,05		\$0.0

I certify that I have checked the periodic estimate that to the best of my knowledge and belief it is a true and correct statement of work performed by the contractor; that all work included in the periodic estimate has been inspected by me or my duty authorized representative or assistants and it has been performed in full accordance with the requirements of the contract.

BALANCE DUE THIS ESTIMATE

City of Warren Tine G. Gapshes, P.E. City Engineer

CONTRACTOR NAME:

ADDRESS:

CITY, STATE, ZIP:

Luigi Ferdinandi and Son Cement Co.

16481 Common Road

Roseville, MI 48066

According to the best of my knowledge and belief, I cartify that all items and amounts shown on this periodic estimate has been performed in full accordance with the requirements of the Confract, that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this periodic estimate; that no part of the "balance due this estimate" has been received. That payment of same is due herewith, is without collusion and fraud in any respect.

Luigi Vi Ferdinandi 12/20/2024

SW-21-744 2021 SAD Sidewalk Repairs Various Locations City Wide Pay Estimate No. 9 and Final



Contractor: Luigi Ferdinandi and Son Coment Co.
Address: 16481 Common Road
City: Roseville, MI 48066

DESCRIPTION			(ONTRACT AMOUNT		AMENDED CONTRACT AMOUNT		AMOUNT PAID TO DATE	_	AMOUNT THIS PAYMENT
			s	827,700,00	s	3,132,750.50				
Total Work Performed as of:		12/19/24	Ì				3	2,167,024,15	\$	80,153.10
Less Retainage		0.00%	İ				\$	-	\$	(5,000,00
Net Amount Earned			ļ				5	2,167,024.15	5	85,153.10
Less Previous Payments							s	2,081,871.05	5	-
Total Amount Due this Estimate							S	85,153.10	5	85,153.10
		<u> النا عليا عال السلسم النات الن</u>	s	827,700.00	s	2.548,384.66			_	
Total Work Performed Sidewalk Replacement Account	802-9802-80182	12/19/24			l					
Less Retainage		0.00%					s	-	2	5,000.00
Net Amount Earned			1				3	-		
Less Pravious Payments			1						2	
Total Amount Due this Estimate	802-9802-80182						\$	_	s	5,000.00
			2	-	5	175,309,75				
Total Work Performed MTOF, Major, Routine Moint. Account	202-2463-80206	12/19/24					\$		5	40,244.10
Less Retainage		0.00%					5			
Net Amount Earned							2	•	s	40,244,10
Less Previous Payments					1		\$	-	\$	-
Total Amount Due this Estimate	202-2463-80206				L		\$	-	s	40,244.10
			5	-	3	409,056.09				
Total Work Performed MTOF, Local, Routine Maint. Account	Z03-3463-80206	12/19/24					5		3	39.909.00
Less Retainage		0.00%					\$		s	
Net Amount Earned			}				\$	-	\$	39,909,00
Less Previous Payments			-				s	•	s	•
Total Amount Due this Estimate	203-3463-80206						s		5	39,909.00

It certify that I have checked this periodic estimate; that to the best of my knowledge and belief it is true and correct statement of work performed by the contractor; that all work included 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 G. Gapshes, P.E. City Engineer



MEMORANDUM

DATE: February 4, 2025

TO: Mindy Moore, Council Secretary

RE: Civil Service Reappointment

City Council:

Pursuant to the provision of Section 25-37 of the Warren Code of Ordinances and the authority vested in me, I hereby notify you of the following reappointment:

Name	Appointment	Date of Expiration
Terry Wisniewski	Reappointment	June 30, 2028

While City Council approval is not required, per City Charter Section 7.6, the Council, at such meeting or at its next meeting, may disapprove such an appointment by a resolution which shall state the reasons for such disapproval.

Respectfully submitted,

Lori M. Stone

Mayor

Cc: Clerk

Human Resources

00000065



James R. Fouts, Mayor One City Square, Suite 215 Warren, MI 48093-6726

City Commission / Board Application

Commission / Board applied for: CIVIL SERVICE
Name: TERRY WISNIEWSKI
Address: Zip:
Phone: Home: () Work: () Cell:
Email Address:
Driver's License Number (for internal use ONLY):
Number of Years a Warren Resident: 65 Warren Business Owner?
□ New Appointment Request
Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.
Have you ever been convicted of a felony? YES NO
Do you have any felony charges pending against you at this present time? YES NO
If so, please complete the following:
Date of offense: Offense Description:
Where:Disposition:
Work Experience: AUTO MOTIVE ENGINEERING 38 YEARS

Education: A 55 OCIATE'S DEGREE
Affiliations (Clubs, Fraternal, Military, Church, etc.): POLISH AMERICAN CENTURY
Political Offices held, if any (Please include dates of service): 6 y RARS FITZGERACD
BOARD OF EDUCATION
Please feel free to add any additional information:

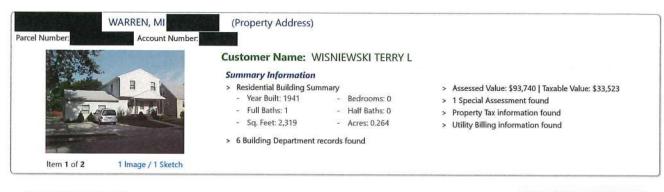
*NOTE: All potential appointments:

- Prior to appointment, a background investigation will be conducted; and
- Applicant must be current on all outstanding taxes, water bills, permit fees or special assessments that are past due prior to date of appointment

Please return this application to the Mayor's Office

City of Warren
One City Square – Suite 215
Warren, MI 48093-6726
Phone: (586) 574-4520
Fax: (586) 574-4524

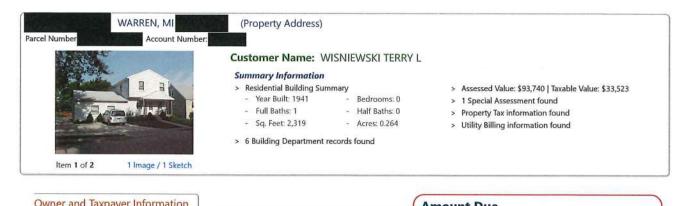
Email: mayor@cityofwarren.org



Owner Inforn	nation					Amount Du	e
WISNIEWSKI TE	RRY L					Property Total	\$0.00
WARREN, MI							
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	
Building	PB102268		Expired	4/9/1996		\$0.00	View
Building	PB13-000769		Finaled	6/3/2013	6/26/2013	\$0.00	View
Building	PB-145482		Finaled	7/18/2002	11/5/2003	\$0.00	View
Building	PB20-001849		Finaled	12/10/2020	1/12/2021	\$0.00	View
Electrical	PE2003-196463		Finaled	11/21/2003	1/6/2004	\$0.00	View
Apply for a P					†	Displaying item	s 1 - 5 of 5
Date Created			Title		Record		
No records to	display.						

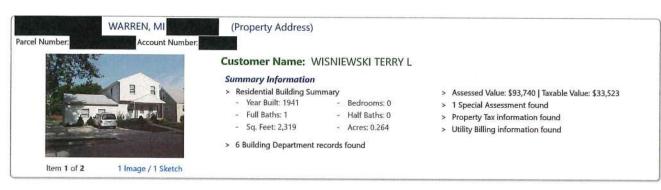
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Displaying items 0 - 0 of 0



Owner and	laxpayer Information		A	Amount Du	ie	
			S	ipecial Assessme	nt Total Payoff Ar	mount: \$0
Owner	WISNIEWSKI TERRY Tax ı L WARREN, MI	payer SEE OWNER INFORMATION				
	otion not on file.					
special Ass	sessment Information					
Code	Name	Special Assessment District Status	APR Interest Rate	Start Year	Number of Years	Payment Status
S0349	ROLL S0349	Inactive	3.0000	2011	5	
S0261	ROLL S0261	Inactive	3.0000	2007	5	** Paid In Full

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Owner and Taxpayer Information Owner WISNIEWSKI TERRY L Taxpayer SEE OWNER INFORMATION Legal Description SUPERVISORS PLAT NO 5 LOT 26 EXC S 18 FT FOR HWY L17 P41 Other Information 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 1/15/2025 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Winter	\$50.98	\$50.98	12/11/2024	\$0.00	
2024	Summer	\$1,845.71	\$1,845.71	12/11/2024	\$0.00	
2023	Winter	\$51.43	\$51.43	12/11/2023	\$0.00	
2023	Summer	\$1,745.57	\$1,745.57	12/11/2023	\$0.00	
2022	Winter	\$46.41	\$46.41	12/09/2022	\$0.00	
2022	Summer	\$1,601.97	\$1,601.97	12/09/2022	\$0.00	
2021	Winter	\$105.49	\$105.49	12/14/2021	\$0.00	
2021	Summer	\$1,607.49	\$1,607.49	08/09/2021	\$0.00	
2020	Winter	\$48.29	\$48.29	12/11/2020	\$0.00	
2020	Summer	\$1,637.80	\$1,637.80	08/18/2020	\$0.00	

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(Property Address)

Customer Name: WISNIEWSKI TERRY L

Summary Information

- > Residential Building Summary
- Year Built: 1941 - Full Baths: 1
- Sq. Feet: 2,319
- Bedrooms: 0 - Half Baths: 0 - Acres: 0.264
- > 6 Building Department records found
- **UB Customer Name:**
- OCCUPANT
- > Assessed Value: \$93,740 | Taxable Value: \$33,523
- > 1 Special Assessment found
- > Property Tax information found
- > Utility Billing information found

Customer Information

Item 1 of 2

Amount Due

Total Amount Due

(\$10.45) Pay Now

Name Address OCCUPANT WARREN, MI

1 Image / 1 Sketch

Account Number

Relation to the second

Current Bill

Click here for a printer friendly version

Amount Due	(\$10.45)	Bill From	11/30/2024		
Due Date	01/31/2025	Bill To	12/30/2024		
Billing Item		Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER		(\$6.29)	\$0.00	\$0.00	(\$6.29)
SEWER SERVICE CHARG	E	(\$0.54)	\$0.00	\$0.00	(\$0.54)
STATE MANDATED FEE		(\$1.52)	\$0.00	\$0.00	(\$1.52)
WATER		(\$1.88)	\$0.00	\$0.00	(\$1.88)
WATER SERVICE CHARG	E	(\$0.22)	\$0.00	\$0.00	(\$0.22)
		(\$10.45)	\$0.00	\$0.00	(\$10.45)

History (453 Items Found)

Starting Date

Ending Date

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
1/30/2025	Meter Read	Water		1058.00	3.00	\$0.00	(\$10.45)
1/23/2025	Payment Posted	0005409797		0.00	0.00	(\$50.00)	(\$10.45)
1/14/2025	Credit Transfer			0.00	0.00	\$0.00	\$39.55
1/14/2025	Bill Calculated	11/30/24-01/03/25		0.00	0.00	\$59.46	\$39.55
1/3/2025	Meter Read	Water		1055.00	6.00	\$0.00	(\$19.91)
12/26/2024	Payment Posted	0005363354		0.00	0.00	(\$20.00)	(\$19.91)
12/13/2024	Credit Transfer			0.00	0.00	\$0.00	\$0.09
12/13/2024	Bill Calculated	10/30/24-11/30/24		0.00	0.00	\$31.16	\$0.09
11/30/2024	Meter Read	Water		1049.00	3.00	\$0.00	(\$31.07)
11/19/2024	Payment Posted	0005308483		0.00	0.00	(\$50.00)	(\$31.07)
11/8/2024	Credit Transfer			0.00	0.00	\$0.00	\$18.93
11/8/2024	Bill Calculated	09/30/24-10/30/24		0.00	0.00	\$40.60	\$18.93
10/30/2024	Meter Read	Water		1046.00	4.00	\$0.00	(\$21.67)

Usage History Chart



MEMORANDUM

DATE: February 4, 2025

TO: Mindy Moore, Council Secretary

RE: New Appointment to Commission on Disabilities

City Council:

Pursuant to the provision of Section 2-265 of the Warren Code of Ordinances and by the authority vested in me, I hereby notify you of the following appointment:

Name John Couture Appointment
New Appointment

Date of Expiration February 28, 2026

City Council approval is not required, however per City Charter Section 7.6, Council, at such meeting or at its next meeting, shall disapprove such an appointment by a resolution which shall state the reasons for such disapproval.

Respectfully submitted,

Lori M. Stone

Mayor

Cc: Clerk

Commission on Disabilities

New submission from City Commission / Board Application

Web Master < webmaster@cityofwarren.org> Fri 9/13/2024 4:55 PM To:Web Master < webmaster@cityofwarren.org> Commission / Board applied for Commission on Disabilities Name John Couture Address Warren, MI Map It Home Phone **Email** Driver's License Number (for internal use ONLY) Number of Years a Warren Resident 12 Warren Business Owner No

Appointment Request

· New Appointment Request

Work Experience

Clerk for Premier insurance in Center Line, Mi. since 2013, Prep for Penn Station East Coast Subs in Warren 2018, Intern at USPBL Jimmy John's Field in Utica summer 2024

Education

Attended Cass Tech High School in Detroit Mi 1991-1995, currently enrolled at Macomb Community College taking Mass Media and Public Relations, finished high school diploma from Asher High School South Gate Michigan summer 2024

Affiliations (Clubs, Fraternal, Military, Church, etc.)

Usher at St Faustina Catholic church in Warren Michigan USA.

Political Offices held, if any (Please include dates of service)

I was a Precinct Delegate in the 2020 General Election in the Democratic party here in Warren, Mi.

Please feel free to add any additional information

I enjoy being a resident here in Warren and I have a rare illness called DiGeorge Syndrome and I was referred to this organization by the Warren Mayors office I can't Drive so I walk and ride the public transportation everywhere so I think that this would be something good to be a part of. I enjoy being a student here in Warren at Macomb Community College.

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

• No



MEMORANDUM

DATE: February 4, 2025

TO: Mindy Moore, Council Secretary

RE: New Appointment to Cultural Commission

City Council:

Pursuant to Code of Ordinances, Chapter 2, Section 2-162, and by the authority vested in me, I hereby notify you of the following re-appointment.

Name

Carl Weckerle

Date of Expiration

June 30, 2028

While City Council approval is not required, per City Charter Section 7.6, the Council, at such meeting or at its next meeting, shall disapprove such an appointment by a resolution which shall state the reasons for such disapproval.

Respectfully submitted,

Lori M. Stone

Mayor

Cc:

Clerk

Cultural Commission

Legal



James R. Fouts, Mayor One City Square, Suite 215 Warren, MI 48093-6726

City Commission / Board Application

Commission / Board applied for: Cultural Commission
Name: Carl Weckerle
Address: Zip:
Phone: Home: () Work: () Cell: ()
Email Address:
Driver's License Number (for internal use ONLY):
Number of Years a Warren Resident: 18 Warren Business Owner?
(Name of Business) ☑ New Appointment Request □ Re-Appointment Request
≥ New Appointment Request
Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.
Have you ever been convicted of a felony? YES NO X
Do you have any felony charges pending against you at this present time? YES NO X
If so, please complete the following:
Date of offense: Offense Description:
Where:Disposition:
Work Experience: Director of Educational Technology + Innovation at College for Creative Studies,
Director of Training and the LMS at Universal Logisitics, Director at the Michigan Community College Assoc.,
Director of Instructional Technology and Online Learning at Macomb Community College, along with
several other positions at the college and other positions in the service and fishing industries.

(Continued on reverse side)

Education: Bachelor of Science in Education and Master of Education from Wayne State University,
PhD complete coursework from Michigan State University, Trainings and Certifications in Talent
Pipeline Management from the US Chamber of Commerce, Certified Board Member, Award of Merit
and Award of Distinction from the Michigan Association of School Boards, and Leadership Macomb Graduate.
Affiliations (Clubs, Fraternal, Military, Church, etc.):
Volunteered at Habitat for Humanity of Michigan, The Salvation Army, Windemere Park Senior
Community, Science Olympiad, various PTO and Booster clubs; also held leadership roles in
various professional associations.
Political Offices held, if any (Please include dates of service):
Warren Consolidated Board of Education (May 2017 - present) currently serve as Vice President and
previously as Secretary, Treasurer, and Trustee.
Please feel free to add any additional information: As an administrator at the College for Creative Studies with a strong
appreciation for visual art and design, and with my family's active engagement in music and performing arts in Warren,
I am dedicated to promoting cultural engagement. My goal is to help develop city-wide cultural programs that align with the
commission's mission to broaden cultural opportunities for all citizens, reflecting our shared commitment to the arts.

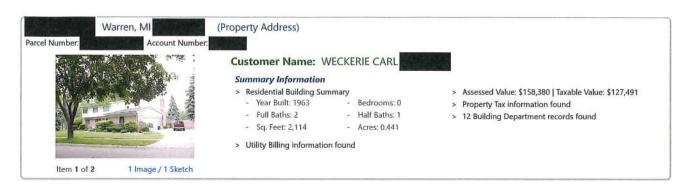
*NOTE: All potential appointments:

- · Prior to appointment, a background investigation will be conducted; and
- Applicant must be current on all outstanding taxes, water bills, permit fees or special assessments that are past due prior to date of appointment

Please return this application to the Mayor's Office

City of Warren
One City Square – Suite 215
Warren, MI 48093-6726
Phone: (586) 574-4520
Fax: (586) 574-4524

Email: mayor@cityofwarren.org



Owner and Taxpayer Information

Owner WECKERIE CARL Taxpayer SEE OWNER INFORMATION

Legal Description

"ELLY JEAN SUBDIVISION" LOT 50 L.50 P.31

Other Information

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

1/15/2025

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Winter	\$193.93	\$193.93	01/07/2025	\$0.00	
2024	Summer	\$6,650.71	\$6,650.71	09/24/2024	\$0.00	
2023	Winter	\$195.69	\$195.69	12/28/2023	\$0.00	
2023	Summer	\$6,304.19	\$6,304.19	08/25/2023	\$0.00	
2022	Winter	\$176.58	\$176.58	12/13/2022	\$0.00	
2022	Summer	\$5,914.81	\$5,914.81	08/12/2022	\$0.00	
2021	Winter	\$401.29	\$401.29	12/10/2021	\$0.00	
2021	Summer	\$5,796.60	\$5,796.60	07/15/2021	\$0.00	
2020	Winter	\$183.77	\$183.77	12/15/2020	\$0.00	
2020	Summer	\$6,132.99	\$6,132.99	07/31/2020	\$0.00	

^{**}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.



Owner Information						Amount Due	2
WECKERIE CARL						Property Total	\$0.00
Warren, MI							
Permits							
To request an inspection or p	oay on a record, click \	/iew					
Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Building	PB101422		Closed	10/5/1995		\$0.00	View
Building	PB101592		Closed	10/24/1995		\$0.00	View
Building	PB11-165361		Finaled	2/11/2011	4/4/2011	\$0.00	View
RES - ALTERATION-REPAIR	PB21-001601	JRES21-0161	Finaled	9/28/2021	4/21/2022	\$0.00	View
CEMENT	PC05-51792		Finaled	10/11/2005		\$0.00	View
Electrical	PE07-201293		Finaled	3/7/2007	3/14/2007	\$0.00	View
RES - ELECTRICAL	PE21-002124		Finaled	11/16/2021	4/8/2022	\$0.00	View
RES - MECHANICAL	PM21-002326		Finaled	12/8/2021	2/2/2022	\$0.00	View
Plumbing	PP07-095270		Finaled	3/7/2007	4/5/2007	\$0.00	View
RES - PLUMBING	PP21-001084		Finaled	12/7/2021	3/16/2022	\$0.00	View
1 2						Displaying items 1	- 10 of 12
Apply for a Permit							
Attachments							
Date Created		Tit	le	Re	cord		
No records to display.							1

Displaying items 0 - 0 of 0

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Lustomer Information		Amount Due
Name	OCCUPANT	Total Amount Due \$0.00 Pay Now
Address	Account Number Warren, MI	** Enrolled in ACH Payments
Current Bill		

Click here for a printer friendly version

Amount Due Due Date	\$0.00 01/31/2025	Bill From Bill To	11/30/2024 12/30/2024		
Billing Item		Previous Amount	Current Amount	Penalties & Interest	Balance
DELINQ NOTICE FEE		\$0.00	\$0.00	\$0.00	\$0.00
FINAL BILL CHARGE		\$0.00	\$0.00	\$0.00	\$0.00
SEWER		\$0.00	\$0.00	\$0.00	\$0.00
SEWER SERVICE CHARGE		\$0.00	\$0.00	\$0.00	\$0.00
STATE MANDATED FEE		\$0.00	\$0.00	\$0.00	\$0.00
WATER		\$0.00	\$0.00	\$0.00	\$0.00
WATER SERVICE CHARGE		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	£0.00	to 00

tarting Date		Ending Date			Cli	ck here for a printe	r friendly versio
Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
1/31/2025	Payment Posted	0005432439		0.00	0.00	(\$68.07)	\$0.00
1/30/2025	Meter Read	Water		1620.00	3.00	\$0.00	\$68.07
1/14/2025	Bill Calculated	11/30/24-01/03/25		0.00	0.00	\$68.07	\$68.07
1/11/2025	Payment Posted	0005398110		0,00	0.00	(\$338.87)	\$0.00
1/10/2025	Penalty			0.00	0.00	\$9.90	\$338.87
1/10/2025	Penalty Reversal	DUPLICATE PENALTY		0.00	0.00	(\$10.20)	\$328.97
1/10/2025	Penalty Reversal	DUPLICATE PENALTY		0.00	0.00	(\$9.90)	\$339.17
1/10/2025	Penalty			0.00	0.00	\$10.20	\$349.07
1/10/2025	Penalty			0.00	0.00	\$9.90	\$338.87
1/3/2025	Meter Read	Water		1617.00	6.00	\$0.00	\$328.97
12/13/2024	Bill Calculated	10/30/24-11/30/24		0.00	0.00	\$58.65	\$328.97
12/9/2024	Penalty			0.00	0.00	\$7.89	\$270.32
11/30/2024	Meter Read	Water		1611.00	5.00	\$0.00	\$262.43

Usage History Chart



CITY ATTORNEY'S OFFICE

One City Square, Suite 400 WARREN, MI 48093 (586) 574-4671 Fax (586) 574-4530 www.cityofwarren.org

February 4, 2025

Mindy Moore Council Secretary

Re: Proposed Resolution Approving Funding Agreement with County of Macomb for Shared Upgrades to the Police Back-up Dispatch Centers

Dear Council Secretary Moore:

Attached please find the above-noted resolution and corresponding agreement relating to the City's inter-local emergency back-up dispatch center.

In 2015, the City and County of Macomb entered into an agreement to upgrade the 800 MHz radio system to expand interoperability radio capabilities among law enforcement agencies, serve as a back-up dispatch center for the City of Warren. The County and City would like to upgrade the 9-1-1 software, equipment at their respective dispatch centers. The upgrades are expected to improve interoperability between the agencies and to expand interface capabilities to include multi-media data such as text messages and photos.

Under the project plan, Macomb County will contract for the upgrades and advance the contract payments. The City would be responsible for its share of the Project cost, which entails the installation cost at \$210,384.00, and an annual maintenance cost of \$205,460.00 through 2029.

Budget Director Kristina Battle has submitted a complementary budget amendment request. If acceptable, please submit the Resolution to Council for its consideration at the meeting on Tuesday, February 11, 2025.

Respectfully,

Mary Michaels

Acting City Attorney

May Michal

Attachment

cc: Eric Hawkins, Police Commissioner Richard Fox, Controller Captain James Wolfe Sgt. Brandon Roy

Approved for funding:

Kristina Battle, Budget Director

Approved:

Lori M. Stone

Lori M.25tone, Mayor

RESOLUTION APPROVING INTERLOCAL FUNDING AGREEMENT WITH COUNTY OF MACOMB FOR 9-1-1 DISPATCH CENTER UPGRADES

	At a regular meeting of the City Council of the City of Warren, County of
Macomb, Mic	higan, held on February 11, 2025 at 7 p.m. Eastern
Time, in the	Council Chamber at the Warren Community Center Auditorium, 5460
Arden, Warre	n, Michigan.
PRESENT:	Councilpersons
ABSENT:	Councilpersons
	The following preamble and resolution were offered by Councilperson
	and supported by Councilperson
On De	cember 22, 2015, the City and County of Macomb entered into an inter-

On December 22, 2015, the City and County of Macomb entered into an interlocal agreement for a County-wide police communication system to improve interoperability among public safety departments within the County.

The County has engaged Atos to upgrade the software and equipment at the Macomb and City dispatch centers to improve 9-1-1 operability function and expand the interface capabilities of each network.

The City would be responsible for the half the installation cost of \$210,384.00 and an annual maintenance cost of \$205,460 through 2029.

The Police Commissioner is recommending approval of the cost-sharing agreement to improve emergency dispatch back-up capabilities.

THEREFORE, IT IS RESOLVED, that the Mayor and Clerk are authorized to execute the funding agreement with the County of Macomb for the inter-local police back-up dispatch center, in such form that meets with the satisfaction of the City Attorney.

IT IS FURTHER RESOLVED, that funding is available in Account No. 101-1301-
98414.
AYES: Councilpersons:
NAYS: Councilpersons:
RESOLUTION DECLARED ADOPTED this 11th day of February, 2025.
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 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
February 11, 2025.
SONJA BUFFA City Clerk

Resolutions/

INTERGOVERNMENTAL AGREEMENT FOR SHARED NEXT GENERATION E911 CALL HANDLING SYSTEM

This agreement is entered on this ____ day of ____, 2025 between the Charter County of Macomb ("the County") and the City of Warren, a Michigan Municipal Corporation ("the City").

WHEREAS the County and the City are desirous of establishing an interlocal agreement for the purchase and implementation of a new E911 call handling system (the "Project") at both dispatch centers;

WHEREAS, the Project involves the decommissioning of the legacy-based 911 call handling equipment and the installation of an i3-compliant Next Generation Call Handling Solution (the Solution) at both locations;

WHEREAS, the Project improves the infrastructure and dispatch communications by providing increased interoperability between the City and the County, by providing the City interoperability with the Solution, and by the Solution's ability to interface with multiple networks to receive and process emergency and non-emergency calls;

WHEREAS such upgrades and installation of the 9-1-1 call center telephone equipment and software for the City, has a one-time cost of Two Hundred Ten Thousand, Three Hundred and Eighty Four Dollars (\$210,384.00) and a cost of Two Hundred and Five Thousand, Four Hundred and Sixty Dollars (\$205,460.00) on an annual basis through 2029; and

WHEREAS, the City and County wish to share the cost of implementing such upgrades and maintenance;

NOW, THEREFORE, in consideration of the mutual interest, obligations, and promises herein contained, the City and County agree as follows:

ARTICLE I DEFINITIONS

The following words and expressions in this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, will be defined, read, and interpreted as follows:

- A. County means the Michigan municipal corporation known as the Home Rule Charter County of Macomb, Michigan.
- B. The City means the Michigan municipal corporation that has approved this Agreement and whose officials have executed this Agreement as depicted on the signature page below.
- C. The **Project** means the purchase and implementation of a new i3-compliant Next Generation Call Handling Solution at both the County and City dispatch centers.
- D. The Solution means the ATOS i3-compliant Next Generation Call Handling System capable of receiving and processing both traditional voice calls and multimedia data, such as text messages, photos and videos.

ARTICLE II PURPOSE

The Purpose of this Agreement is to set forth the terms for the City's support for the implementation of the Solution and to allocate the costs of installation and annual maintenance between the County and the City.

ARTICLE III COUNTY RESPONSBILITIES

- A. The County will engage its ordinary contracting procedures and retain the services of ATOS for the purpose of effecting reasonable and necessary system updating and maintenance. The County will provide the City with an a copy of the contract, and any records as may be reasonably required by the City or its auditors, relating to the Project, Atos services or financial records. The contract will provide for performance standards to ensure function and operability of the City's network.
- B. The County will administer and enforce the terms and conditions of such contract. Each contractor, while on City premises or providing services for the City, shall agree to hold harmless and indemnify the City of Warren, and to maintain and keep in effect, general commercial, automotive, umbrella and owners protective liability insurance in amounts that meet with satisfaction of the City's Risk Manager, which includes waiver of subrogation and names as Additional Insured;
 - a. The City of Warren, the City of Warren Downtown Development Authority, the City of Warren Municipal Building Authority, Judicial District Court and their officers, employees, boards and commissions and volunteers.
- C. The County will be solely responsible for its share of the Project Cost, and make the full payment to for the installation and maintenance costs, subject to reimbursement by the City for its share as specified below. The City's share of the installation cost is in the amount of Two Hundred Ten Thousand, Three Hundred and Eighty Four Dollars (\$210,384.00), and its share of the maintenance cost is in the sum of Two Hundred and Five Thousand, Four Hundred and Sixty Dollars (\$205,460.00) on an annual basis through 2029.
- D. The County shall be solely responsible for obtaining and maintaining all licenses, permits, certificates, and authorizations, necessary to carry out its duties and meet its obligations for its dispatch center under the terms of this agreement.

ARTICLE IV LOCAL UNIT RESPONSIBILITIES

- A. The City will reimburse the County for the one time cost of installation in the sum Two Hundred Ten Thousand, Three Hundred and Eighty Four Dollars (\$210,384.00). The City will reimburse the County in the sum of on Two Hundred and Five Thousand, Four Hundred and Sixty Dollars (\$205,460.00) an annual basis following installation through 2029.
- B. The City shall be solely responsible for obtaining and maintaining all licenses, permits, certificates, and authorizations, necessary to carry out its duties and meet its obligations under the terms of this agreement.

OTHER PROVISIONS

A. Duration of Interlocal Agreement

This agreement and any amendments will be effective when executed by both the City and the County, as authorized by the governing bodies of each. This agreement will remain in effect beginning and shall continue until terminated as provided in paragraph C. below.

B. Governmental Immunity Maintained

Nothing contained in this Agreement shall constitute or be construed as a waiver or any governmental immunity, as provided by statue or common law, on the part of the City or the County, or their officers or employees.

C. Termination

This Agreement shall terminate without affirmative action by either party on December 31, 2029, unless otherwise extended for an additional term or terms, upon mutual agreement of the parties. This Agreement is subject to extension without limitation as to the number of such extensions, each for a period of one (1) year, affirmatively agreed to by the parties, in writing, executed by the parties' duly authorized representatives, and approved by resolution entered into the minutes of the parties' respective legislative bodies.

D. No Third Party Beneficiaries

This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

E. Compliance with Laws

Each party will comply with all federal, state, and local statutes, ordinances, administrative regulations, rules, and requirements applicable to its activities performed under this Agreement.

F. Reservation of Rights

This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal rights, privilege, power, obligation, duty, or immunity of the parties.

G. Delegation/Subcontract/Assignment

A party shall not delegate, subcontract, or assign any obligations or rights under this Agreement without the express written consent of the other party, and any attempt to do so without written consent will have no force or effect.

H. No Implied Waiver

A waver of breach of or failure to enforce any provision of this Agreement shall not be considered (1) a waiver of a further breach of the same term, or (2) a waiver of a breach of any other term, or

(3) a waiver of the rights of the non-breaching party to declare a default.

I. Severability

Each provision of this Agreement shall be interpreted under applicable law. If any provision is held invalid or held unenforceable, the rest of the Agreement will remain in full force and effect.

J. Captions

The section and subsection numbers and captions contained in this Agreement are intended for convenience only and are not intended to have any substantive meaning.

K. Notices

All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by first-class mail, addressed as follows:

- 1. If notice is sent to the County, it will be addressed and sent to the Macomb County Sheriff.
- 2. If notice is sent to the City, it will be addressed to the City's Chief of Police or other official as designated in writing by the City.
- 3. A party may change the individual to whom notice is sent by notifying the other party in writing of the change.

L. Liability.

The City and County shall be responsible for any liability, claim, loss or damages, demands, costs, or judgments (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of or related to the acts or omissions of such party's respective agency, employees, contractors or agents. Each party shall be responsible for any liability, claim, loss or damages, demands, costs, or judgments (including attorney fees) for bodily injury, including death, or property damage to any person or legal entity arising out of or related to the acts or omissions of itself or its employees, contractors or agents.

M. Governing Law

This Agreement will be governed and interpreted pursuant to Michigan Law.

N. Entire Agreement; Revisions

This Agreement and its Attachments contain the entire understanding among the signors of this Agreement. This Agreement is a template that may be used by the County with other Cities, and therefore its template terms may not be amended without approval by the governing legislative bodies of all parties. The Attachments, however, are unique to each City and may be modified or revised, without the need to restate the entire Agreement, by execution of a written Addendum that has been approved by the governing legislative bodies of the County and the City.

O. Authorization

The parties have taken all actions and have secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have the legal authority to sign it and bind the parties to the terms of this Agreement.

P. Relationship Between the Parties

No portion or provision of this agreement shall be construed or interpreted as creating an agency or respondent superior relationship between the parties hereto which instead solely as independent contractors as to each other.

INTERGOVERNMENTAL AGREEMENT SIGNATURE PAGE

Macomb County	
Office of County Executive	Date
Anthony M. Wickersham, County Sheriff	Date
City of Warren	
Lori M. Stone Mayor	Date
Sonja Buffa	
City Clerk	Date



CITY CONTROLLER
ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-6726
(586) 574-4600
www.cityofwarren.org

January 22, 2025

Melinda Moore Council Secretary

RE: Amendment of FY2025 DDA Capital Purchases to Repair & Improvements to Warren Police Department Exterior Plaza

Dear Council Secretary Moore:

Attached please find a design and construction administrative proposal dated December 12, 2024, for the subject project prepared by Hubbell, Roth & Clark, Inc. Based on the information contained therein, the high end of their estimate is \$966,960, including \$900,000 for construction cost, \$39,960 for engineering design fees and \$27,000 for construction administration.

The project was originally funded in the General Fund, with an estimate of \$500,000, in the Fiscal Year 2024 Budget. On November 12, 2024, City Council approved the reallocation of the project to the Fiscal Year 2025 Downtown Development Authority Budget at an estimated cost of \$676,000.

The current funding is \$290,960 short of the HRC estimate. In order for the DDA Board to approve moving forward with the project an additional allocation to the DDA capital outlay budget is required.

The appropriate budget amendment is included for your consideration.

Sincerely,

Mark Knapp

Assistant City Controller

Concurred:

Lori Stone

Mayor

RESOLUTION AMENDING GENERAL APPROPRIATIONS FOR FISCAL 2025 DDA BUDGET

Α	Meeting of the City Council of the City of W	/arren, County of
Macomb, Michigan held	, 2025, at 7:00 o'clock p.m. Eastern	Standard Time in
the Council Chambers at the V	Varren Community Center.	
ABSENT: Council Members		
The following pream	ble and resolution were offered by Council Member	, and
supported by Council Member	s	
WHEREAS, the Contr	oller's Office has indicated a need to this Council for an additi	onal appropriation
of funds in the amount of \$290,9	960 in the Capital Outlay line item of Downtown Developmen	t Authority's Fiscal
2025 Budget in order for Warren	Police Department plaza repairs and improvements project to	o proceed.
NOW, THEREFORE,	BE IT RESOLVED, that the City Council by amending the	original Genera
Appropriation Resolution for Fi	scal 2025, approves the following additional appropriation	n of funds in the
Downtown Development Author	ity Fund Budget:	
Account Number	Account Title	<u>Amount</u>
Transfer to:		
494-9494-97400	Capital Outlay (Police Station Atrium Concrete)	<u>\$ 290,960</u>
Transfer from:		
494-0000-39000	Fund Balance	<u>\$ 290,960</u>
AYES: Council Members		
NAYS: Council Members		
RESOLUTION DECLARED ADOP	TED this day of, 2025.	
	MINDY MOORE	

Secretary of the Council

RESOLUTION AMENDING GENERAL APPROPRIATIONS FOR FISCAL 2025 DDA BUDGET

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 resolution adopted by the Council at
its meeting held on	
	• · · · · · · · · · · · · · · · · · · ·
	SONJA BUFFA
	City Clerk



December 12, 2024

City of Warren Engineering Division One City Square Suite 300 Warren, Michigan 48093

Attn:

Tina Gapshes, P.E., City Engineer

Re:

Police HQ Plaza Repairs

HRC Job No. 20190454

Design and Construction Administration Proposal

{Revision of Proposal Dated May 7, 2024 to Omit Reference to 2nd Study Portion of Work}

Dear Ms. Gapshes:

We are pleased to submit this proposal pursuant to providing design and construction administration services for the desired improvements to the Warren Police Headquarters Exterior Plaza Repairs project located at 29900 South Civic Center Boulevard. Our proposal is based on discussions with Police staff, as well as a site visit on March 22, 2024.

It is our understanding that the Police Department would like to undertake the repairs referenced in our Structural Assessment report dated January 21, 2020. HRC prepared a follow-up assessment to update the findings, dated September 30, 2024.

Our services will consist of the following tasks:

Design Phase:

- Provide plans and specifications for the project improvements including:
 - Plaza Repairs
 - Remove and Replace Concrete Topping at North, South & West sides of building.
 - Remove and Replace Drain Castings.
 - South Wall & Metal Cap Rehab.
 - North, East, West and South Wall Repairs.
 - East Yard Drainage Improvements.
 - Stair Rehab at East and West Entrances.
- Hold Review Meeting at 75% levels of design completion.
- Provide Engineer's Opinion of Probable Construction Cost for the proposed work scope to determine budgetary requirements for project, concurrent with Review Meeting.
- Prepare Contract Documents for competitive bidding through Bidnetdirect.com
 - Front End Documents
 - Plans and Details
 - Material Specifications
 - Proposal Form

Bidding Phase:

- Attend bid walk-thru
- Respond to bidding questions
- Review bidder proposals, provide bid tabulation and recommendation of award letter.

Bloomfield Hills Delhi Township Detroit Grand Rapids Howell Jackson Kalamazoo Traverse City Troy



Construction Administration Phase:

- Attend Pre-Construction Meeting
- Perform site visits to review construction conditions.
- Attend construction progress meetings.
- Review and respond to RFI's and Change Orders
- Pay Application Reviews
- Perform Final Inspection Walkthrough and Punch List

Fee

Based on the above described scope of work & HRC's Follow Up Structural Assessment Report, we anticipate that the budgetary construction cost for the project is in the range of \$650,000 to \$900,000.

In accordance with our Engineering Services Agreement, our estimated Design Fee for the project is in the range of \$31,850 to \$39,960, and the Construction Administration Fee is in the range of \$20,800.00 to \$27,000.00. Our percentage fee will be based on the Final Construction Cost. Shop drawing reviews will be billed as an hourly service outside of this fee. Invoices for these services will be provided monthly as the work is completed.

Clarifications:

HRC includes this section so as to clarify the expectations both for the Owner and HRC.

- In HRC's 2020 estimate of construction cost, an alternative for a sedum mat "green roof" was provided. At that
 time, the City concluded the green roof option was cost prohibitive. HRC presumes that the City's decision in
 favor of concrete instead of the green roof still stands.
- Existing drawings of the building provided by the City will be utilized as backgrounds for the project, along with
 photographs taken during our site visits to convey work scope.
- It is presumed that all work on this project will be completed in the 2025 calendar year.
- Project Construction Observation services have not been included in this scope but can be provided as an additional service.
- Given the age of the building, the presence of lead-based paint and asbestos is possible. Provisions for hazardous
 material testing and/or abatement have not been included in this work scope.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Michael C. MacDonald, P.E.

Vice President

Adrianna M. Melchior, AIA, LEED AP

Associate

MCM/amm

pc:

HRC; File





Your approval, as indicated by your signature below, will constitute an agreement between us for the above services.

Accepted By: CITY OF WARREN
Signature: Mu Gyphes
Written Name: Two Gepshes
Title: City Engineer
Dated:

GENERAL FUND CAPITAL OUTLAYS FISCAL YEAR 2024

		۾ '	Departmental	ental	æ	Recommended	papua		Adopted	þe	New or
Department/Item	O _I	Qty T	Request Amount	t vunt	Qty	By Mayor	Mayor <u>Amount</u>	Oth B	By Council	ouncil Amount	Replacement Item
Police											
Cell Block Control Panel	97400		8	000,09		€9	000'09		ક	000'09	Replacement
Building Interior Door - Rekey	97400		4,	20,000			20,000			20,000	Replacement
Ceiling Repair - Admin/DB Hallway	97400		~	80,000			80,000			80,000	Replacement
Atrium Concrete	97400		2(200,000		2	200,000			200,000	Replacement
Dell & HP Laser Printers	98000			20,300			20,300			20,300	Replacement
Zebra Printers			•	20,750			20,750			20,750	Replacement
Vehicles	98500	12	1.7	720,000	12	7	720,000	II.		ı	New
Upfitting - New Vehicles	00586	12	~	190,000	12	_	190,000	1		3E	New
Body Worn Camera Equipment	98402		3.	370,354		3	370,354			370,354	New
Axon Tasers	98402		7	144,958		_	144,958			144,958	New
MDC Computers	98402	7	•	22,150	7		22,150	7		22,150	Replacement
MDC Docking Stations	98402	7	8.80	20,900	7		20,900	7		20,900	Replacement
Cradlepoint Modem	98402 (29	÷	113,361	29	_	113,361	29		113,361	Replacement
Nighthawk Stop Sticks	98402		4,	50,000			50,000			50,000	New
UTV's	98402			75,000			75,000			75,000	New
Drones	98402		4,	50,000			50,000			50,000	New
911 Equipment	98414			5,000			5,000			2,000	Replacement
			\$ 2,4	2,492,773		\$ 2,4	2,492,773		\$ 1,	1,582,773	
DPW - 1442											
Roof - DPW Garage	97400		\$ 40	400,000		\$	400,000		8	400,000	Replacement
Windows	97400		7	200,000		2	200,000			200,000	Replacement
Post Lifts	98103		7	100,000		_	100,000			100,000	Replacement
Zone/Plow Truck	98103		2	225,000		2	225,000			225,000	Replacement
Plow/Dump/Salt Truck	98103	2	ŏ	000,000	7	6	000,000	7		900,000	Replacement
Hot Boxes - Cold Patch	98103			70,000			70,000			70,000	Replacement
Fuel Pedestals - Upgrade all sites	98103		••	85,000			85,000			85,000	Replacement
Cube Van	98103		~	80,000			80,000			80,000	Replacement
Claw Truck	98103		2	275,000		7	275,000			275,000	Replacement
Dump Truck	98103		72	250,000		7	250,000			250,000	Replacement
Pelican Sweeper	98103		22	250,000		2	250,000			250,000	Replacement
		85 (A)	\$ 2,8	2,835,000		\$ 2,8	2,835,000		\$ 2,	2,835,000	
Total Capital Outlay (General Fund)			\$ 12,36	12,361,718		\$ 12,3	\$ 12,361,718		\$	8,892,325	
			259								

Melinda Moore, Council Secretary

RE Amendment of FY2025 DDA Capital Purchases for projects committed to in FY2024 but not completed by June 30, 2024.

October 28, 2024

Page 2 of 3

- \$80,000 Atrium Decorations
- \$50,000 Door/Door Access Point Upgrade
- \$45,000 City Hall Heating & Cooling
- \$35,000 Brick Paver Leveling & Sealing
- \$25,000 Window Washing City Hall
- \$7,643,666
 Total

The amendment also includes an allocation of funds for 2 Fire Engine Pumpers (\$1,708,253) and Police Station Atrium Concrete (\$676,000). Both were originally General Fund capital items in the 2024 Fiscal Year but are eligible for purchase as DDA expenditures.

The total requested amendment, including re-appropriations and additional projects is \$10,027,919.

Also included is a detail of the Fiscal 2025 DDA Capital Improvement expenditures and encumbrances to date. The requested amendment is reflected in the shaded columns. The individual items on the attached schedule are combined in the DDA budget line item of Capital Improvements. If the actual expenditure for a specific item is less than its estimate, the savings can be used to fund an actual expenditure that exceeds its estimate. On the attached schedule, there is savings of \$154,168 for this year's city hall carpeting installation. That is more than adequate to fund the additional costs of \$64,166, related to providing suitable furnishings for the atrium.



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

DATE:

JANUARY 28, 2025

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

RECOMMENDATION TO EXTEND AWARD OF BID ITB-W-0574 ASH, GRIT AND FILTER

PRESS CAKE HAULING

The Purchasing Division concurs with the Waste Water Treatment Plant and recommends that the award of bid ITB-W-0574; for the Hauling of Ash, Grit, and Filter Press Cake, be extended for the second of a potential three years, to DHT Transport, LLC, 2695 W Vassar Road, Reese, MI, 48757, in an annual amount not to exceed \$93,617.39 (when factoring in the 2% discount being offered by DHT).

On February 8, 2022, City Council approved an award to DHT Transport, LLC to Haul Ash, Grit and Filter Press Cake for the Waste Water Treatment Plant, with options to renew for three (3) additional one (1) year periods.

On February 13, 2024, City Council approved the first optional one-year extension to DHT Transport, LLC, in an annual amount not to exceed \$91,313.87.

This recommendation before your honorable body today, is for the second of a possible three one-year extensions, for the period of March 12, 2025 through March 11, 2026, in an annual amount not to exceed \$93,617.39 (when factoring in the 2% discount being offered by DHT).

Grit is dewatered from a classifier and mixed with the incinerator ash. Ash produced in the incinerator by the combustion of filter cake is the main product to be hauled from the treatment plant, to the Pine Tree Acres Landfill that is located in Lenox, MI. The City estimates an average of 3,860 tons of ash and grit will be hauled and disposed of each year.

The WWTP incinerator is taken out of service approximately once a year for inspection and maintenance. At this time, the incinerator is out of service while emergency repairs are being completed. During these times when the incinerator is out of service, the WWTP does not burn the filter cake to make ash. Thus, the filter cake will need to be hauled and disposed of on a daily basis, until such time as the incinerator is returned to service. The WWTP estimates that 2,167 tons of filter press cake will be hauled and disposed of while the incinerator is out of service this year.

The ash, grit, and filter cake will be disposed of at the Pine Tree Acres Landfill, located at 36600 29 Mile Road, Lenox, MI 48048.

DHT Transport, LLC, approached the City to request a price increase of 2.5%, which is in their right, per the bid form and specifications.

The City has been consistent in its approach in considering rate increases for its vendors. The City calculated the Consumer Price Index change using the "Over-the-year percentage change" method, as detailed from the U.S. Bureau of Labor Statistics. This method determines the percent change over an entire year. The City has calculated this CPI change to be 2.88%, which is greater than the requested increase from DHT Transport, LLC. Thus, the City is requesting that City Council approve the 2.5% increase for fourth year of the agreement (March 12, 2025 through March 11, 2026), in an annual amount not to exceed \$63,617.39, when factoring in the 2% discount being offered by DHT Transport, LLC.

Funds are allocated in Waste Water Treatment Plant Ash Removal Account: 592-1580-81800.

Respectfully Submitted,

Read and Concur,

Shanah Turner Assistant Buyer Craig Treppa Purchasing Agent

Approved By:	, Signature	Date
Budget Director:	Shalle	2/3/20
Controller:	eletty	2/3/202
MAYOR:	hi M to	2/4/2025



32360 Warkop Warren, Michigan 48093 (586) 264-2530

MEMO TO:

Mr. Craig Treppa, Purchasing Agent

Office of the Controller

FROM:

Donna Dordeski, P.E., WWTP Division Head

SUBJECT:

Recommendation for an one (1) year extension of ITB-W-0574, Hauling of Ash,

Grit & Filter Cake, to DHT Transport, LLC, for a term commencing on 3/12/25 thru 3/11/26, including a 2.5% increase to the current unit prices,

in the total award amount not to exceed \$93,617.39.

DATE:

1/28/2025

The existing 1-year agreement term with DHT Transport LLC (ITB-W-0574) for hauling of ash, grit and filter cake that are being generated at the WWTP in wastewater treatment operations, is expiring on March 11, 2025.

The WWTP desires to continue utilizing services from DHT Transport LLC., for hauling of ash, grit and filter cake from the Warren WWTP facility, for an additional one 1-year term.

DHT Transport LLC has agreed to another 1-year extension under the terms of ITB-W-0574, with a 2.5% increase from the pricing currently in effect, resulting in new unit pricing being \$15.85 per ton for hauling of ash and Grit and \$15.85 per ton for hauling of Filter Cake. DHT Transport LLC also agrees to offer a 2% discount to the aforementioned unit pricing if award for hauling of ash/grit and for hauling of filter cake is approved concurrently. The 2% discount would result in unit prices of \$15.53 for the ash/grit hauling and for the filter cake hauling.

It is being respectfully requested that the existing agreement for ITB-W-0574, Hauling of Ash, Grit & Filter Cake, to DHT Transport LLC of 2695 W Vassar Road, Reese, MI 48757, be extended for one (1) additional 1-year term (3/12/25 thru 3/11/26), including a 2.5% increase to the pricing currently in effect, resulting in new pricing for the 1-year extension being \$15.85 per ton for hauling of Ash and Grit, and Filter Cake and acceptance of the 2% discount offered by DHT Transport LLC, resulting in an after-discount unit price of \$15.53 per ton for hauling Ash, Grit, and Filter Cake. The total award amount should not exceed \$93,617.39 (based on estimated tons of product to be hauled out).

Please take the steps necessary to seek authorization to approve extension of the agreement ITB-W-0574, Hauling of Ash, Grit & Filter Cake, to DHT Transport LLC, 2695 W Vassar Road, Reese, MI 48757 for an additional one (1) 1-year term (3/12/25 thru 3/11/26), including a 2.5% increase from the pricing currently in effect, resulting in the total award amount for the additional 1-year term not to exceed \$93,617.39.

DHT Transport, ITB-W-0574, Ash/Grit/Filter Cake Hauling, 1-year Extension Page 2 1/28/2025

Funds for the requested one (1) 1-year term extension (3/12/25 thru 3/11/26) in the amount not to exceed \$93,617.39 will be are made available from the FY25 and the FY26 Budget, WWTP Account 592-1580-81800.

Should you have any questions regarding this request, please do not hesitate to contact me.

Respectfully,

Donna Dordeski, P.I

WWTP Division Head

DD

ce: David Muzzarelli, Public Service Director

RESOLUTION

Document No: ITB-W-0574 Extension 2 of 3 Product or Service: Hauling of Ash, Grit, and Filter Cake Requesting Department: Waste Water Treatment Plant

City of Warren, County of
_, 2025, at 7 p.m. Local Time, in
er Auditorium, 5460 Arden,
fered by Councilperson
person
n award to <u>DHT Transport, LLC, 2695</u>
, and filter cake for the Waste Wate
vo (2) year period with options to renew
ual consent of both parties.
he first optional one (1) year extension
equest a price increase of 2.5%,

which is in their right, per the bid form and specifications.

Based on the "Over-the-year percentage change" method, as detailed from the U.S.

Bureau of Labor Statistics that is used by the City's Purchasing Division to determine the

change in CPI, it has been determined that an increase in the amount of 2.5% is less than

the change in CPI over the last year.

The Acting WWTP Division Head agrees to the price increase of 2.5% for the period

March 12, 2025 through March 11, 2026, which equates to \$15.85 per ton and \$15.53 per

ton when factoring in 2% discount being offered by DHT Transport, LLC.

THEREFORE, IT IS RESOLVED, that a one year extension of bid of ITB-W-0574

to DHT Transport, LLC., is accepted by City Council, with a price increase in the amount

of 2.5%, in an annual amount not to exceed \$93,617.39, commencing on March 12, 2025.

IT IS FURTHER RESOLVED, that the City may apply price increases for the

remaining one-year option (March 15, 2026 through March 11, 2027) consistent with the

"Over-the-year percentage change" method that was applied to the first and second

extension period. Extensions shall require the mutual consent of both parties.

Funds are available in the WWTP Ash Removal Account; 592-1580-81800.

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

□ Contract

X Resolution

and in s	such form that meets with the satisfaction of the City Attorney if review is required
AYES:	Councilpersons:
NAYS:	Councilpersons:
RESOL	.UTION DECLARED ADOPTED this
	Mindy Moore Council Secretary
	CERTIFICATION
	OF MICHIGAN)) SS. TY OF MACOMB)
	I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,
Michiga	an, hereby certify that the foregoing is a true and correct copy of the resolution
adopte	d by the Council of the City of Warren at its meeting held on
	, 2025.
	Sonja Buffa City Clerk



32360 Warkop Warren, Michigan 48093 (586) 264-2530

January 31, 2025

Council Secretary City of Warren

RE: CONSIDERATION AND ADOPTION OF RESOLUTION to Approve Contract Modification No. 1 to City Contract WWTP-23-003, Main Pump Station Drywell Column Repair (ITB-W-1329), increasing the original contract amount by \$26,650.00, resulting in an amended contract amount of \$2,099,460.00.

Attached hereto is a copy of the proposed Contract Modification No. 1 to the City Contract WWTP-23-003, Main Pump Station Drywell Column Repair (ITB-W-1329).

The contract modification is for changes to the contract work due to field modifications and additional work outside the scope of the original project. The total change to the original contract amount is \$26,650.00 (1.286% increase), resulting in an amended contract amount of \$2,099,460.00.

It is the Waste Water Treatment Division's recommendation that the Warren City Council approve the Contract Modification No. 1 to the City Contract WWTP-23-003, Main Pump Station Drywell Column Repair (ITB-W-1329), as presented in the attached Contract Modification No. 1. Funding for this work is available in the 2025 FY Budget, Capital Outlays, Account 592-9047-98080.

Please place this item on the next available City Council agenda for approval consideration. Should you have any questions regarding this matter, I can be reached in my office at (586) 264-2530 ext. 8103.

Sincerely,

Read and Concurred:

Read, and Concurred:

Donna Dordeski, P.E.

WWTP Division Head

Public Service Director

David Muzzarelli

Kristina Battle **Budget Director**

Approved as to Form:

Recommended to Council:

Mary Michaels

Acting City Attorney

Lori Stone

Mayor

DD/agc

Attach: Contract Modification No. 1, Proposed Resolution



CONTRACT MODIFICATION

DATE:

January 29, 2025

CONTRACT:

WWTP-23-003, Main Pump Station Drywell Column Repair

(ITB-W-1329)

MODIFCATION NO.:

1

TO:

Z Contractors, Inc. 50500 Design Lane

Shelby Twp, MI 48315

NECESSITY FOR REVISION: Modifications to the contract work after project award due to unforeseen site conditions resulting in field changes and additional work outside the scope of the original project.

The following work items are hereby **DELETED** as part of the original contract:

Alternate Item No. 2a

Pipe Repairs near column Line E2.5, Scaffolding

1.0 EA @ (\$150,000.00) = (\$150,000.00)

Work item has been removed from the scope of the project.

Alternate Item No. 2b

Pipe Repairs near column Line E2.5, Pressure Injection of weeping

cracks repair type 2B

55 LFT @ (\$150.00) = (\$8,250.00)

Work item has been removed from the scope of the project.

The following items are hereby **ADDED** as part of the original contract:

Alternate Item No. 3a

Pipe Repairs near column Line D2, Scaffolding

1.0 LS @ \$150,000.00 = \$150,000.00

Work item as detailed in bid ITB-W-1329 has been added to the scope

of the project.

Alternate Item No. 3b

Pipe Repairs near column Line D2, Pressure Injection of weeping cracks

repair type 2B

55 LFT @ \$150.00 = \$8,250.00

Work item as detailed in bid ITB-W-1329 has been added to the scope

of the project.

Reason:

The weeping cracks located near column D2 have become more significant in recent months from when the project scope was first established. These cracks are on the common wall that separates the dry from the wet side of the concrete caisson; Therefore, it was determined this was a more critical location for sealing active weeping

cracks and also to seal cracks that have yet to become weeping.

New Item No. 5

Additional As-Needed Pressure Injection of weeping cracks repair

type 2B

245 LFT @ \$150.00 = \$36,750.00

Reason:

The weeping cracks located near column D2 have become more significant in recent months from when the project scope was first established. This is to allow for repair of additional lineal footage of weeping cracks that have been identified after project work commenced.

New Item No. 6

Credit for scaffolding modifications for work included in the Alternate

Item No. 3a

1.0 LS @ (\$10,100.00) = (\$10,100.00)

Reason:

The scaffolding height needed to perform repairs for Alternate No. 3b

was reduced, resulting in credit to the Owner.

Contract Time:

The work proposed with Contract Modification No. 1 does not result in changes to the Contract Time, and remains as is, per the original contract award.

The total change in contract price resulting from deletion of Alternate Items 2a and 2b, and the addition of Alternate Items 3a, 3b, as well as addition of new Line Items No. 5 and No. 6 is \$26,650.00 (1.286% increase) resulting in an amended contract amount of \$2,099,460.00.

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, including the additional pay items described above shall become an amendment to the Contract, and all provisions of the Contract will apply thereto.

The sum of \$26,650.00 is hereby <u>added</u> to the original contract amount of \$2,072,810.00, resulting in an amended contract amount of \$2,099,460.00.

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

Except as modified, all other items of the Contract remain in effect.

Recommended by:	Donna Dordeski WWTP Division Head	_	Date:	1/30/25
Accepted by:	for Z Contractors, Inc. (Contractor)		Date:	1
Approved by:	Warren City Council	on	Date:	
Approved by:	Lori Stone, Mayor	. 3	Date:	
Approved by:	Sonia Buffa City Clerk	-	Date:	

RESOLUTION TO APPROVE CONTRACT MODIFICATION NO. 1 TO CITY CONTRACT WWTP-23-003, MAIN PUMP STATION DRYWELL COLUMN REPAIR Z CONTRACTORS, INC.

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michiga	n,
neld on, 20, at 7 p.m. Eastern Time, in the Counc	il
Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.	
PRESENT: Councilpersons	
ABSENT: Councilpersons	
The following preamble and resolution were offered by Councilperson	
and supported by Councilperson	

Z Contractors, Inc. and the City of Warren entered into a contract titled WWTP-23-003, Main Pump Station Drywell Column Repair (ITB-W-1329).

In compliance with Section 200, Subsections 236, 238 and 239, Z Contractors, Inc. and the Senior Facility Engineer have determined mutually acceptable prices for the additional work and the modifications to the original contract work.

The WWTP Division Head recommends approval of the attached Contractor Modification No. 1, as submitted, increasing the original contract amount by \$26,650.00, resulting in an amended contract amount of \$2,099,460.00.

Funding for this work is available in the 2025 FY Budget, Capital Outlays, Account 592-9047-98080.

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the Waste Water

Treatment Division Head, that the City of Warren approves modifications to the Contract WWTP-23
003, Main Pump Station Drywell Column Repair (ITB-W-1329), for modifications to the project work

after original contract award, increasing the original contract award by \$26,650.00, resulting in an amended contract amount of \$2,099,460.00 as presented in the attached Contract Modification No. 1. IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 1 to the City Contract WWTP-23-003, Main Pump Station Drywell Column Repair (ITB-W-1329) in such form that meets with the approval of the City Attorney. AYES: Councilpersons: Councilpersons: NAYES: MINDY MOORE Secretary of the Council **CERTIFICATION** STATE OF MICHIGAN) SS. COUNTY OF MACOMB) 1, 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 resolution adopted by the Council of the City of Warren at its meeting held on ______, 20_____.

> SONJA BUFFA City Clerk

Resolution, Contract Modification No. 1 WWTP-23-003, Main Pump Station Drywell Column Repair (ITB-W-1329) Z Contractors, Inc.



FAX (586) 574-4614 www.cityofwarren.org

DATE:

JANUARY 31, 2025

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

RECOMMENDATION TO AWARD BID ITB-W-1390; TO FURNISH AND INSTALL AUDIO

AND VIDEO EQUIPMENT IN THE COMMUNITY CENTER AUDITORIUM

The Purchasing Division concurs with the Communication Director and recommends that ITB-W-1390, for Furnishing and Installing Audio and Video Equipment in the Community Center Auditorium, be awarded to the sole bidder, Key Code Media, Inc., 26075 Woodward Ave., Suite 100, Huntington Woods, MI, 48070 in a total amount not to exceed \$141,004.30.

On Wednesday, January 10, 2025, electronic bids were publicly opened for ITB-W-1390; To Furnish and Install Audio and Video Equipment in the Community Center Auditorium. The bid was advertised on the BidNet® (MITN) system. Key Code Media, Inc. was the sole bid, which is summarized on the attached bid tabulation form submitted for your review.

There is a \$5,000.00 contingency included in the \$141,004.30 amount that will only be used to cover unforeseen items that were not included in the original bid specification. Use of these funds will be with pre-approval from the City.

Funds for this purchase are available in Account: 250-9250-98412.

Respectfully Submitted,

Read and Concur,

Shanah Turner Assistant Buyer

Craig Treppa

Purchasing Agent

Approved By: Signature Date **Budget Director:** Controller: MAYOR:

AS-READ BID SUMMARY

City of Warren BID #: ITB-W-1390

29500 Van Dyke Avenue BID DUE DATE: 1/29/2025

Warren MI 48093 DEPT: COMMUNICATIONS

Product or Service: FURNISH & INSTALL VIDEO & AUDIO EQUIPMENT

BIDDER	GRAND TOTAL	
KEYCODE MEDIA	\$ 141,004.30	

ITEM #	DESCRIPTION	MANUFACTURER/ MODEL	QTY/EACH	PRICE/UNIT	TOTAL	
1	Frame	Ross Carbonite Ultra	1	\$ 17,732.00	\$	17,732.00
2	Panel	Ross td2	1	\$ 11,780.00	\$	11,780.00
3	PTZ Camera	Panasonic AW-ue 160	2	\$ 13,216.00	\$	26,432.00
4	NDI to SDI	BidDog 4k Quad BD4KQUAD	2	\$ 1,711.00	\$	3,422.00
5	for PTZ Camera	Panasonic NDIIHX	4	\$ 260.00	\$	1,040.00
6	AV Switch	Netgear GSM4230P-100NAS	1	\$ 1,004,00	\$	1,004.00
7	TV	LG 65EP5G-B	2	\$ 6,959.00	\$	13,918,00
8	Wall Mount	Gabor TMP-X	2	\$ 80.00	\$	160,00
9	Breakout	Ross GRAPHITE-1RU-ABU-12G	1	\$ 3,234.00	\$	3,234.00
10	Active Wireless Antenna	Riedel BL-ant-1010-US-G2	2	\$ 3,253.00	\$	6,506.00
11	License	Reidel BL-ANT-APP-STAND	1	\$ 3,913.00	\$	3,913.00
12	Beltpacks	Riedel BL-BPK-1006-19US	5	\$ 2,666.00	\$	13,330.00
13	Headset	Riedel PRO-D1	5	\$ 416.00	\$	2,080.00
14	Battery Charger	Riedel BL-CHG-1005-R	1	\$ 1,899.00	\$	1,899.00
15	Bolero Analog 4 Wire Interface	Riedel NSA-002A	1	\$ 3,913.00	\$	3,913.00
16	2 Wire to 4 Wire Interface	RTS DSI-2008	1	\$ 1,381.00	\$	1,381.00
17	lu Rack	Penn R2510-1U	1	\$ 37.00	\$	37.00
18	TD-Touchscreen	Ross	1	\$ 779.00	\$	779.00
19	PSU 12 V DC	Ross CUF-PSU	2	\$ 456.00	\$	912.00
20	Monitor Wall for 2 Large Screens	Martin & Ziegler	1	\$ 1,970.00	\$	1,970.00
21	21 Installation of all Equipment and Cabling			\$	20,562.30	
22	22 Contingency			\$	5,000.00	
GRAND TOTAL:				\$	141,004.30	



COMMUNICATIONS DEPARTMENT

5460 ARDEN WARREN, MI 48092-1190 (586) 258-2000 www.cityofwarren.org

January 29, 2024

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

RE: ITB-W-1390 - Video & Audio Equipment

Dear Craig & Kristina:

KEYCODE MEDIA, has been selected as the supplier to furnish and install our video and audio equipment for our auditorium's Master Control Room. Their office is located at 26075 Woodward Ave., Suite 100, Huntington Woods, MI 48070. Their bid of \$141,004.30 met the specifications of ITB-W-1390 and was the only bidder.

Please see the attached bid summary for more details. The purchase will be funded from account No. 9250-98412.

lappreciate your attention to this matter and your approval to proceed with this order.

Respectfully,

Clarissa Cayton
Clarissa Cayton

Communications Director

City of Warren

RESOLUTION

Document No: ITB-W-1390

Product or Service: Furnish and Install Audio & Video Equipment Requesting Department: Communications

Atal	Regular Meeting of the City Council of t	the City of Warren, County of
Macomb, Mi	chigan, held on	, 2025 at 7 p.m. Local Time, in the
Council Cha	mber at the Warren Community Cente	r Auditorium, 5460 Arden, Warren,
Michigan.		
PRESENT:	Councilmembers:	
ABSENT:	Councilmembers:	
The fo	ollowing preamble and resolution were	offered by Councilmember
	and supported by Coun	cilmember
Electr	onic bids were accepted, publicly oper	ned and read on <u>January 10, 2025</u> .
The fo	ollowing bids have been received by C	ity Council:
	BIDDER:	AMOUNT:

Please see attached bid tabulation

The bid of Key Code Media, Inc., 26075 Woodward Ave., Suite 100, Huntington Woods, MI, 48070, has been determined to be the sole bid for award, in an amount not to exceed \$141,004.30.

Funds are available in Account: 250-9250-98412.

IT IS RESOLVED, that the bid of <u>Key Code Media, Inc.</u> is hereby accepted by City Council, in an amount not to exceed \$141,004.30.

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 Bid docume ☐ Contract X Resolution	nt	
and in such form that meets with the satisfacti	on of the City Attorney if review is	
required.		
AYES: Councilmembers:		_
NAYS: Councilmembers:		_
RESOLUTION DECLARED ADOPTED this	day of	_, 2025
	Mindy Moore Secretary of the Council	

CERTIFICATION

TATE OF MICHIGAN)) SS.
OUNTY OF MACOMB)
I, Sonja Buffa, duly appointed City Clerk for the City of Warren, Macomb County
lichigan, 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
, 2025.
Sonja Buffa
City Clerk



MEMORANDUM

DATE: February 5, 2025

TO: Mindy Moore, Council Secretary

RE: New Appointments to Library Commission

City Council:

Pursuant to the provision of the Library Commission and the authority vested in me, I hereby notify you of the following new appointments:

Name

Date of Expiration

Emma Howard

June 30, 2026

Natalie Piernak

June 30, 2026

While City Council approval is not required, per City Charter Section 7.6, Council, at such meeting or at its next meeting, shall disapprove such an appointment by a resolution which shall state the reasons for such disapproval.

o c 65

Respectfully submitted,

Lori M. Stone

Mayor

Cc: Clerk

Library Commission



New submission from City Commission / Board Application

From Web Master < webmaster@cityofwarren.org>

Date Fri 12/20/2024 11:31 PM

To Web Master < webmaster@cityofwarren.org>

Commission / Board applied for

Library Commission

Name

Emma Howard

Address



Home Phone



Driver's License Number (for internal use ONLY)



Number of Years a Warren Resident

8

Warren Business Owner

No

Appointment Request

· New Appointment Request

Work Experience

Substitute Teacher at Edustaff LLC in Center Line Public Schools (2023-Present)

Special Needs Tutor/Homeschool Educator at Care.com, Bloomfield Hills, MI (2017-2018)

Special Needs Paraprofessional at Southwest Counseling Solutions, Detroit, MI (2016)

Homeschool Educator | 8 Years Homeschooling & Tutoring Experience

Education

Western Governor's University (April 2024-Present) Salt Lake City, UT-remote; 29 competency units; Currently pursuing a Bachelor's Degree in Elementary Education; Expected graduation date; June 2026.

Cincinnati Christian University (2015-2016) Cincinnati, OH; 36 credit hours

Indiana Wesleyan University (2014-2015) Marion, IN; 27 credit hours

Bond County Community Unit #2 High School (2010-2014) Greenville, IL; High School Diploma, Summa Cum Laude, National Honor Society, John Philips Sousa Award Winner

Affiliations (Clubs, Fraternal, Military, Church, etc.)

N/A

Political Offices held, if any (Please include dates of service)

N/A

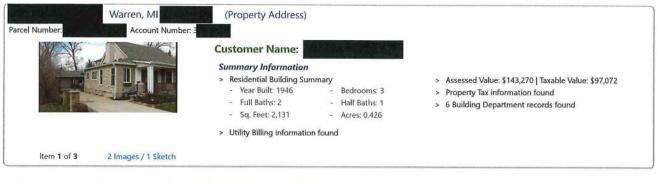
Please feel free to add any additional information

I am a teacher mom of three kids that are under the age of 8 and a passionate advocate for literacy. My kids and I frequent all of the Warren library branch locations at least once per week. I have some new and creative solutions to some of the issues Warren Public Library is facing at this current time, and I would be willing to do my part to spearhead the beginning steps toward practical and equitable change.

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

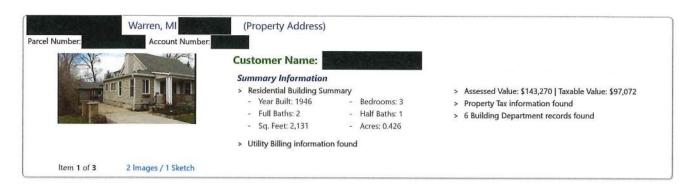
No



3 Associated Properties Found for This Parcel Currently viewing Click here to select a different property. Owner Information **Amount Due** Property Total \$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 Building PB2004-150580 Finaled 6/22/2004 8/30/2007 \$0.00 View Electrical PE2004-197612 Finaled 8/30/2004 8/1/2007 \$0.00 View Mechanical PM2004-088949 Finaled 9/8/2004 \$0.00 View Mechanical PM21-000340 Finaled 3/9/2021 4/13/2021 \$0.00 View [1] Displaying items 1 - 4 of 4 Apply for a Permit Attachments Date Created Title Record 2/13/2012 **ZBA RESULTS 4 23 1969** View (1) Displaying items 1 - 1 of 1

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Owner and Taxpayer Information Taxpayer SEE OWNER INFORMATION Warren, MI Legal Description SUPERVISORS PLAT OF BEIERMAN FARMS LOT 25 L21 P27

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

Other Information

2/3/2025

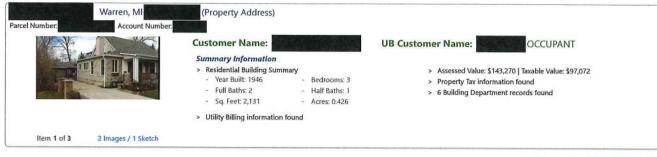
Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Winter	\$147.65	\$147.65	01/07/2025	\$0.00	
2024	Summer	\$5,344.84	\$5,344.84	01/07/2025	\$0.00	
2023	Winter	\$148.99	\$148.99	01/03/2024	\$0.00	
2023	Summer	\$5,054.78	\$5,054.78	01/03/2024	\$0.00	
2022	Winter	\$134.47	\$134.47	12/27/2022	\$0.00	
2022	Summer	\$4,638.91	\$4,638.91	12/28/2022	\$0.00	
2021	Winter	\$305.53	\$305.53	12/28/2021	\$0.00	
2021	Summer	\$4,654.84	\$4,654.84	12/31/2021	\$0.00	
2020	Winter	\$139.92	\$139.92	12/23/2020	\$0.00	
2020	Summer	\$4,742.61	\$4,742.61	12/29/2020	\$0.00	

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Customer Information		Amount Due
Name Address	OCCUPANT Account Number Warren, MI	Total Amount Due \$0.00 Pay Now
Current Bill		

Click here for a printer friendly version

Amount Due \$0.00 Bill From 11/30/2024 Bill To **Due Date** 01/31/2025 12/30/2024 Billing Item Previous Amount Current Amount Penalties & Interest Balance DELINQ NOTICE FEE \$0.00 \$0.00 \$0.00 \$0.00 FINAL BILL CHARGE \$0.00 \$0.00 \$0.00 \$0.00 Labor \$0.00 \$0.00 \$0.00 \$0.00 NSF Fee \$0.00 \$0.00 \$0.00 \$0.00 Register \$0.00 \$0.00 \$0.00 \$0.00 SEWER \$0.00 \$0.00 \$0.00 \$0.00

	\$0.00	\$0.00	\$0.00	\$0.00
WATER SERVICE CHARGE	\$0.00	\$0.00	\$0.00	\$0.00
WATER	\$0.00	\$0.00	\$0.00	\$0.00
STATE MANDATED FEE	\$0.00	\$0.00	\$0.00	\$0.00
SEWER SERVICE CHARGE	\$0.00	\$0.00	\$0.00	\$0.00

listory (743 li	tems Found)						
itarting Date		Ending Date			Cli	ck here for a printe	r friendly version
Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
2/3/2025	Payment Posted	0005440135		0.00	0.00	(\$159.01)	\$0.00
1/31/2025	Meter Read	Water		340.00	9.00	\$0.00	\$159.01
1/14/2025	Bill Calculated	11/30/24-01/03/25		0.00	0.00	\$78.33	\$159.01
1/10/2025	Penalty			0.00	0.00	\$2.35	\$80.68
1/10/2025	Penalty Reversal	DUPLICATE PENALTY		0.00	0.00	(\$2.42)	\$78.33
1/10/2025	Penalty Reversal	DUPLICATE PENALTY		0.00	0.00	(\$2.35)	\$80.75
1/10/2025	Penalty			0.00	0.00	\$2.42	\$83.10
1/10/2025	Penalty			0.00	0.00	\$2.35	\$80.68
1/3/2025	Meter Read	Water		331.00	8.00	\$0.00	\$78.33
12/13/2024	Bill Calculated	10/30/24-11/30/24		0.00	0.00	\$78.33	\$78.33
12/2/2024	Payment Posted	0005337589		0.00	0.00	(\$136.97)	\$0.00
11/30/2024	Meter Read	Water		323.00	8.00	\$0.00	\$136.97

				5925			
11/30/2024	Meter Read	Water	323.00	8.00	\$0.00	\$136.97	
11/8/2024	Bill Calculated	09/30/24-10/30/24	0.00	0.00	\$68.90	\$136.97	Ψ
	Uni Continued	U.H.MIPA-IOL.MIPA	0.00	OSA	700.90	N1.50.97	
Jsage History	Chart						



New submission from City Commission / Board Application

From Web Master < webmaster@cityofwarren.org>

Date Mon 12/23/2024 3:19 PM

To Web Master < webmaster@cityofwarren.org>

Commission / Board applied for

Library Commission

Name

Natalie Piernak

Address

Warren, Michigan

Map It

Cell Phone



Email

Driver's License Number (for internal use ONLY)

防护原式化处理

Number of Years a Warren Resident

2

Warren Business Owner

No

Appointment Request

· New Appointment Request

Work Experience

Digital Services Librarian

Full-time

Jul 2021 - Present

Troy Public Library

Troy, Michigan

Adult Reference Librarian and Programming Coordinator

Part-time

Apr 2021 - Jul 2021

White Lake Township Library

White Lake, Michigan

Technology Librarian

Part-time

Mar 2019 - Jul 2021

Troy Public Library

Troy, Michigan

Adult Services Intern

Part-time

Nov 2017 - Mar 2019

Troy Public Library

Troy, Michigan

Archival Intern

Part-time

May 2017 - Aug 2017

Carhartt

Dearborn, MI

Library Assistant

Part-time

Aug 2015 - Nov 2017

Troy Public Library

Troy, Michigan

Education

Wayne State University- Detroit, MI
Master of Library and Information Science- 2018
Archival Certificate

Wayne State University- Detroit, MI

Bachelor of Arts-2012

Major: Fashion Design and Merchandising

Affiliations (Clubs, Fraternal, Military, Church, etc.)

Michigan Library Association

Please feel free to add any additional information

Michigan Library Association Leadership Academy graduate- 2024

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

• No

WARREN, MI Parcel Number:

(Property Address)

Customer Name:

Summary Information

- > Commercial/Industrial Building Summary
 - Yr Built: 1964 # of Buildings: 26
 - Total Sq.Ft.: 4,900
- > Property Tax information found
- > Assessed Value: \$4,078,760 | Taxable Value: \$1,977,545
- > 316 Building Department records found

Item 1 of 1

1 Image / 0 Sketches

Owner and Taxpayer Information

Owner



Тахрауег

SEE OWNER INFORMATION

General Information for Tax Year 2024

201 COMMERCIAL-IMPROVED	Unit	12 CITY OF WARREN
CENTER LINE PUBLIC SCHOOLS	Assessed Value	\$4,078,760
No Data to Display	Taxable Value	\$1,977,545
0	The state of the s	\$4,078,760
Not Available	The state of the s	05/24/2018
Not Available	트 [10] [10] [10] [10] [10] [10] [10] [10]	Not Available
Not Available		Not Available
Not Available	Exemption	No Data to Display
	CENTER LINE PUBLIC SCHOOLS No Data to Display Not Available Not Available Not Available	CENTER LINE PUBLIC SCHOOLS Assessed Value No Data to Display Taxable Value State Equalized Value Not Available Date of Last Name Change Not Available Notes Not Available Census Block Group

Principal Residence Exemption Information

Homestead Date

03/01/1994

Principal Residence Exemption	June 1st	Final
2024	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2023	\$3,117,730	\$3,117,730	\$1,883,377
2022	\$2,813,690	\$2,813,690	\$1,793,693
2021	\$2,556,290	\$2,556,290	\$1,736,393

Land Information

Zoning Code	R-3	Total Acres	6.887
Land Value	\$675,000	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	
ECF Neighborhood	CMCOP MULTI FAM CO-OP	Mortgage Code	No Data to Display
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No Sala to Sisplay
		Zone	

Lot(s) Frontage
No lots found.

Total Frontage: 0.00 ft

Average Depth: 0.00 ft

Depth

Legal Description



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

February 4, 2025

Ms. Mindy Moore Council Secretary City of Warren

Re: First Reading of Proposed Ordinance Amendment to Chapter 9, Section 9-17.12, Parking Lot Maintenance Permit Requirement

Dear Council Secretary Moore:

Attached please find an ordinance to amend Section 9-17.12 of the Warren Code of Ordinances and add this to the agenda for a first reading at the next Council meeting.

As published in August of 2023, the ordinance requires the Engineering Department to issue the permit, collect the permit fee, and inspect the work completed.

After reconsidering the ordinance as written, it is our opinion that it be amended to more accurately reflect the process to be used. Specifically, the Building Division issues the permit, determines whether it is feasible to require the work to be done in greater conformity with the State Construction Code and the Warren Code of Ordinances, and inspects the work after completion.

If you need any further information, please call me at (586) 574-4671.

Respectfully,

Yaura Sullivan

Assistant City Attorney

LS/vlt Ltr to M Moore Council re Ordinance Amd to Ch 9, Sec 9-17.12 - Parking Lot Maintenance Permit ID 110401

Attachment

Read and concur:

Mehel

Approved:

Signed by:

Lori M. Stone

Lori M. Stone

Mayor

Mary Michaels City Attorney

ORDINANCE NO. 80-___

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF WARREN, CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS, ARTICLE II, BUILDING CODE, DIVISION 1, ADOPTION OF STATE CONSTRUCTION CODE, SUBDIVISION 2, ACCESSIBILITY STANDARDS, BY ADDING SECTION 9-17.12, PARKING LOT MAINTENANCE PERMIT REQUIRED.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Chapter 9, Section 9-17.12 of the Code of Ordinances of the City of Warren, Michigan,

WHICH CURRENTLY READS AS FOLLOWS:

Sec. 9-17.12. - Parking lot maintenance permit required.

- (a) No parking lot shall be paved, seal coated, or striped (including expansion or reconstruction) unless a parking lot maintenance permit is first issued by the Engineering Division.
- (b) Definitions. For the purpose of this section, the following definitions shall apply:

Accessibility Requirements means the requirements set forth in Public Act 1 of 1966, MCL 125.1351, 125.1356; the 2015 Michigan Building Code, including the International Code Council (ICC)/American National Standards Institute (ANSI) A117.1-2009 (ICC/ANSI), in addition to all other applicable Michigan barrier-free design standards.

Curb means the placement of concrete material to form a curb or other protection against damage to adjoining properties, streets, sidewalks, or greenbelts.

Expansion means the extension of the existing boundaries of the pavement, sealcoating, or striping on a property.

Grade is the incline and level of the pavement for the proper drainage of water.

Pave means the placement of materials on the ground for the purposes of providing vehicular access or parking, including, but not limited to, gravel, concrete, bituminous material, crushed stone, tile, or brick pavers.

Parking lot means any part of any yard or premises for the purposes of providing vehicular access or parking.

Reconstruct means to rebuild, repair, or restore pavement, sealcoating, or striping layout, which legally exists at the time of adoption of this provision.

Seal coat means a protective coating on the pavement to provide a layer of protection from UV rays, vehicle fluids, oil, and water.

Stripe means bright blue painted durable lines on the pavement to provide clearly marked areas for organized traffic flow, such as arrows for entrances, exits, and directional flow; for fire lanes; and for parking spaces, accessible parking spaces, van accessible parking spaces, passenger loading zones, and other spaces as required by the most recently adopted Michigan Building Code, the Accessibility Standards of §§ 9-17.2 – 9-17.11; and the Parking District standards of Article XVI of Appendix A.

- (c) Site plan review. All work that expands the configuration of a parking lot or curb, or changes the parking lot grade or striping (including the addition or elimination of parking spaces), or alters the existing storm sewer, shall be reviewed pursuant to the site plan review process set forth in §22.16, and shall conform to the accessibility requirements as defined in this subsection.
- (d) Permit application. An application for a parking lot maintenance permit shall include an accurate plot plan of the parcel for which the parking lot maintenance permit is sought showing:
 - (1) The dimension of the parcel.
 - (2) The location and dimensions of any building, sign, or other structure on the parcel.
 - (3) The description of the scope of work and the location of the parking lot on the parcel.
 - (4) If milling and resurfacing, the existing grade and any proposed regrade.
 - (5) The nature of the materials for the proposed pavement, reconstruction, sealcoating, or striping.
- (e) A restriping plan shall be submitted with all applications for a parking lot maintenance permit.
- (f) Permit issuance. The parking lot maintenance permit shall:
 - Identify the parcel of property upon which the proposed work is to be done.
 - (2) Specifically describe the area of the parking lot and the area upon which the proposed work is to be done.
 - (3) Specifically describe the work to be done.
 - (4) Be posted in a conspicuous place on the parking lot during the work.
 - (5) Not be issued, unless all parking, access facilities, and signs on the property meet the most recently adopted Michigan Building Code, the Accessibility Standards of §§ 9-17.2 – 9-17.11; and the Parking District standards of Article XVI of Appendix A.

- (g) Non-conforming paving. A parking lot maintenance permit may be issued to reconstruct a curb, pavement, or striping layout, which legally exists at the time of adoption of this provision. When such work can feasibly be done in greater conformity with the most recently adopted Michigan Building Code, the Accessibility Standards of §§ 9-17.2 – 9-17.11; and the Parking District standards of Article XVI of Appendix A., the Engineering Division shall so require in the parking lot maintenance permit. In determining such feasibility, the following provisions shall apply:
 - (1) The reconstruction shall not increase or extend any existing non-conformity;
 - (2) The reconstruction shall not cause or permit a change in the occupancy or use of the property; and
 - (3) The reconstruction shall not increase the number of parking spaces provided on the property.
- (h) Parking lot inspection. Before any parking lot maintenance permit shall be issued under this Ordinance, and after the work described in the parking lot maintenance permit is completed, an inspection shall be made by the Engineering Division.
- (i) Parking lot maintenance permit inspection fees. Before any parking lot maintenance permit shall be issued under this Ordinance, and after the work described in the parking lot maintenance permit is completed, an inspection fee shall be paid in an amount fixed by a schedule established by resolution of the City Council.

IS HEREBY AMENDED TO READ AS FOLLOWS:

THE CITY OF WARREN ORDAINS:

Sec. 9-17.12. - Parking lot maintenance permit required.

- (a) No parking lot shall be paved, seal coated, or striped (including expansion or reconstruction) unless a parking lot maintenance permit is first issued by the Engineering Building Division.
- (b) Definitions. For the purpose of this section, the following definitions shall apply:

Accessibility Requirements means the requirements set forth in Public Act 1 of 1966, MCL 125.1351, 125.1356; the 2015 Michigan Building Code, including the International Code Council (ICC)/American National Standards Institute (ANSI) A117.1-2009 (ICC/ANSI), in addition to all other applicable Michigan barrier-free design standards.

Curb means the placement of concrete material to form a curb or other protection against damage to adjoining properties, streets, sidewalks, or greenbelts.

Expansion means the extension of the existing boundaries of the pavement, sealcoating, or striping on a property.

Grade is the incline and level of the pavement for the proper drainage of water.

Pave means the placement of materials on the ground for the purposes of providing vehicular access or parking, including, but not limited to, gravel, concrete, bituminous material, crushed stone, tile, or brick pavers.

Parking lot means any part of any yard or premises for the purposes of providing vehicular access or parking.

Reconstruct means to rebuild, repair, or restore pavement, sealcoating, or striping layout, which legally exists at the time of adoption of this provision.

Resurfacing means the process of removing and replacing the top layer of asphalt.

Seal coat means a protective coating on the pavement to provide a layer of protection from UV rays, vehicle fluids, oil, and water.

Stripe means bright blue painted durable lines on the pavement to provide clearly marked areas for organized traffic flow, such as arrows for entrances, exits, and directional flow; for fire lanes; and for parking spaces, accessible parking spaces, van accessible parking spaces, passenger loading zones, and other spaces as required by the most recently adopted Michigan Building Code, the Accessibility Standards of §§ 9-17.2 – 9-17.11; and the Parking District standards of Article XVI of Appendix A.

- (c) Site plan review. All work that expands the configuration of a parking lot or curb, or changes the parking lot grade or striping (including the addition or elimination of parking spaces), or alters the existing storm sewer, shall be reviewed pursuant to the site plan review process set forth in §22.16, and shall conform to the accessibility requirements as defined in this subsection.
- (d) Permit application. An application for a parking lot maintenance permit shall include an accurate plot plan of the parcel for which the parking lot maintenance permit is sought showing:
 - (1) The dimension of the parcel.
 - (2) The location and dimensions of any building, sign, or other structure on the parcel.
 - (3) The description of the scope of work and the location of the parking lot on the parcel.
 - (4) If milling and resurfacing, the existing grade and any proposed regrade.
 - (5) The nature of the materials for the proposed pavement, reconstruction, sealcoating, or striping.

- (e) A restriping plan shall be submitted with all applications for a parking lot maintenance permit.
- (f) Permit issuance. The parking lot maintenance permit shall:
 - (1) Identify the parcel of property upon which the proposed work is to be done.
 - (2) Specifically describe the area of the parking lot and the area upon on which the proposed work is to be done.
 - (3) Specifically describe the work to be done.
 - (4) Be posted in a conspicuous place on the parking lot during the work.
 - (5) Not be issued, unless all parking, access accessibility facilities, including parking and signs on the property, meet the most recently adopted Michigan Building Code, the Accessibility Standards of §§ 9-17.2 9-17.11; and the Parking District standards of Article XVI of Appendix A.
- (g) Non-conforming paving. A parking lot maintenance permit may be issued to reconstruct a curb, pavement, or striping layout, which legally exists at the time of adoption of this provision. When such work can feasibly be done in greater conformity with the most recently adopted Michigan Building Code, the Accessibility Standards of §§ 9-17.2 9-17.11; and the Parking District standards of Article XVI of Appendix A., the Engineering Building Division shall so require in the parking lot maintenance permit. In determining such feasibility, the following provisions shall apply:
 - (1) The reconstruction shall not increase or extend any existing non-conformity;
 - (2) The reconstruction shall not cause or permit a change in the occupancy or use of the property; and
 - (3) The reconstruction shall not increase change the number of parking spaces provided on the property.
- (h) Parking lot inspection. Before any parking lot maintenance permit shall be issued under this Ordinance, and after the work described in the parking lot maintenance permit is completed, an <u>City</u> inspections shall be made, by the <u>Engineering Division</u>.
- (i) Parking lot maintenance permit inspection fees. Before any parking lot maintenance permit shall be issued under this Ordinance, and after the work described in the parking lot maintenance permit is completed, an inspection fee shall be paid in an amount fixed by a schedule established by resolution of the City Council.

SECTION 2. This Ordinance shall take	effect on	, 2025.
I HEREBY CERTIFY that the foregoing Ordin	ance No. 80	was adopted by the Council of
the City of Warren at its meeting held on	-	, 2025.
	SONJA BUF	FA
	City Clerk	
Published:, 2025		
ID 110234		



WARREN POLICE DEPARTMENT 29900 CIVIC CENTER BLVD. WARREN, MI 48093 (586) 574-4700 FAX (586) 574-4862 www.cityofwarren.org

February 5, 2025

Kris Battle Warren City Hall **Budget Director** One City Square Warren, Michigan 48093

RE: Request for Budget Amendment for Operating GL Account #101-1301-98414

Dear Mrs. Battle,

The Warren Police Department requests a budget amendment increasing the budget for ATOS 911 call handling equipment from \$218,051 to \$415,844 from Operating GL account #101-1301-98414 for one-time installation, and recurring service costs to upgrade our 911 call handling equipment. This project will increase our 911 capabilities, and maintain interoperability with Macomb County PSAP's and equip our Dispatch back-up site. The cost for any future years will remain the same at \$205,461 dollars.

Respectfully,

Brandon Roy, Sergeant Warren Police Department Eric Hawkins, Police Commissioner

Warren Police Department

RESOLUTION AMENDING GENERAL APPROPRIATIONS FOR FISCAL 2025 BUDGET

•	A	_Meeting of the City Council of the City of Warren,
County of	Macomb, Michigan held	, 2025, at 7:00 o'clock p.m.
Eastern St	andard Time in the Council Chamb	ers at the Warren Community Center.
PRESENT:	Council Members	
ABSENT:	Council Members	
	The following preamble and resolution	were offered by Council Member,
and suppor	ted by Council Member	

WHEREAS, the Police Commissioner has indicated a need to this Council for an increase in appropriations in the amount of \$197,793 to cover the City's portion of installation costs associated with Macomb County's upgrades to the ATOS 9-1-1 call handling equipment which serves as a back-up dispatch center for the City of Warren previously not budgeted,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2025 Budget, approves the additional appropriation of funds to the following budget line items in the General Fund Budget for fiscal 2025 in the amount of \$197,793.00.

Account Number	Account Title	<u>Amount</u>
<u>Transfer to:</u> 101-1301-98414	Contractual Services	\$ 197,793
<u>Transfer from:</u> 101-0000-39601	General Contingency	\$ 197,793

\$197,793.00		
AYES: Council Members		
NAYS: Council Members		
RESOLUTION DECLARED ADOP		
	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 certify that the fo	pregoing is a true and correct copy	of the resolution adopted
by the Council at its meeting held	on	
	SONJA BUFFA City Clerk	

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated

revenues and appropriations for the General Fund Budget for fiscal 2025 in the amount of



DATE: February 4, 2025

Lori M. Stone, Mayor City of Warren

RE: Request for Proposals: Administration of a Home Buyer Counseling/Purchase Program

Recommendation of Review Panel

Dear Mayor Stone:

I am forwarding for your approval and appointment, my recommendation of the review panel for the above referenced Request for Proposal:

Mary Michaels, Acting City Attorney or her designee Richard Fox, City Controller or his designee David Muzzarelli, Public Service Director, or his designee Jacqueline Damron, Acting Human Resource Director or her designee Craig Treppa, Purchasing Agent

We also need a representative from the City Council. Please forward a request to our City Council so that they may appoint a representative at the next scheduled council meeting.

Respectfully Submitted,

Richard Fox City Controller READ AND CONCUR:

Lori M. Stone, Mayor



CITY CONTROLLER'S OFFICE

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

February 5, 2025

Ms. Mindy Moore Council Secretary City of Warren, Michigan

Re: Request for Increase in Budgeted Appropriations - Police

Dear Council Secretary Moore:

In correspondence dated February 5, 2025, the Police Commissioner has indicated a need to this Council for an increase in appropriations in the amount of \$197,793 to cover the City's portion of installation costs associated with Macomb County's upgrades to the ATOS 9-1-1 call handling equipment which serves as a back-up dispatch center for the City of Warren previously not budgeted.

A copy of the amending budget resolution is attached for Council action.

Respectfully.

Kristina K Battle Budget Director

Approved:

Lori M. Stone, Mayor

CC:

Rick Fox

E. Hawkins

J. Wolfe



CITY ATTORNEY'S OFFICE

One City Square, Suite 400 WARREN, MI 48093 (586) 574-4671 FAX (586) 574-4530 www.cityofwarren.org

February 5, 2025

Ms. Mindy Moore Council Secretary City of Warren

Re: Proposed Resolution Accepting Grant and Dedication of Sanitary Sewer

Easement and Authorizing Sanitary Main Easement Agreement

7177 and 7243 Miller Rd., Warren, Michigan Parcel Nos. 13-04-427-008 and 13-04-427-009

Dear Council Secretary Moore:

Please find the noted resolution to authorize a sanitary sewer easement for JV Capital, LLC d/b/a Jomar Valve.

In order to build an addition at 7177 Miller Rd., the property owner needs to relocate the easement to the west side of the property. Council previously vacated the existing easement on July 25, 2024.

JV Capital will construct the sanitary sewer facilities and connection to the main, and dedicate the facilities to the City for acceptance into the public sewer system. The connecting pipes and sewer taps will remain the responsibility of JV Capital.

As part of the consideration, the agreement also includes a commitment from the developer to allow the City temporary access to the Property as may be needed for staging or grading associated with future public road or other public improvement projects.

If acceptable, please submit to Council for consideration at its next meeting on Tuesday, February 11, 2025.

Respectfully,

Mary Michaels

Acting City Attorney

ID 110441

CC:

Robert W. Kirk, Kirk Huth, Lange and Badalamenti, PLC

Ron Wuerth, Planning Director

Approved:

Approved:

-Signed by:

Lori M. Stone

ZőFABFWIE3Stone

Mayor

Tina Gapshes City Engineer

RESOLUTION ACCEPTING GRANT AND DEDICATION OF SANITARY SEWER EASEMENT

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on February 11, 2025, at 7:00 p.m. Eastern Standard Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT:	Councilmembers
ABSENT:	Councilmembers
The following	preamble and resolution were offered by Councilmember
	and supported by Councilmember
JV Capital, L	LC d/b/a Jomar Valve (JV Capital) is the owner of real property at 7177 and
7243 Miller Rd, War	ren, Michigan, legally described in Exhibit A ("the Property").
JV Capital is	expanding one of its buildings, and wishes to relocate the sanitary sewer
easement to the we	st side of the property.

The original easement was vacated by Council on July 25, 2024. JV Capital will construct the relocated sanitary sewer, related equipment and connection to the City's main sewer (Sanitary Sewer Facilities), and grant to the City an easement to the Sanitary Sewer Facilities, as depicted on the Sanitary Easement drawings collectively attached as Exhibit B ("Easement Area").

The City Engineer is recommending the City accept the Sanitary Sewer Facilities easement. This easement will burden Developer's property for the benefit of Developer, the City and the general public.

As part of the consideration, JV Capital grants the City, and the City accepts an on-going temporary construction easement along, upon, to or from its Property for access on as-needed

basis for the staging, performance, grading or operation of roadway and other public improvement projects, adjacent to or upon the Property, for the term of Sanitary Sewer Easement.

THEREFORE, IT IS RESOLVED, that the City of Warren accepts the grant of easement and dedication of the Sanitary Sewer Facilities, and accepts the facilities into the public sanitary sewer system, within the Easement Areas described and shown in Exhibit B, and accept the grant of temporary construction access upon the Property.

IT IS FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute an easement agreement on terms consistent with the attached Sanitary Sewer Easement Agreement, and which otherwise meets with the satisfaction of the City Engineer and City Attorney.

AYES: Co	uncilmembers:		
NAYS:	Councilmembers:		
RESOLUT	TON DECLARED ADOPTED	O this 11 th day of February 2025.	
		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, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at is meeting held on February 11, 2025.

SONJA BUFFA	
City Clerk	
City Clerk	

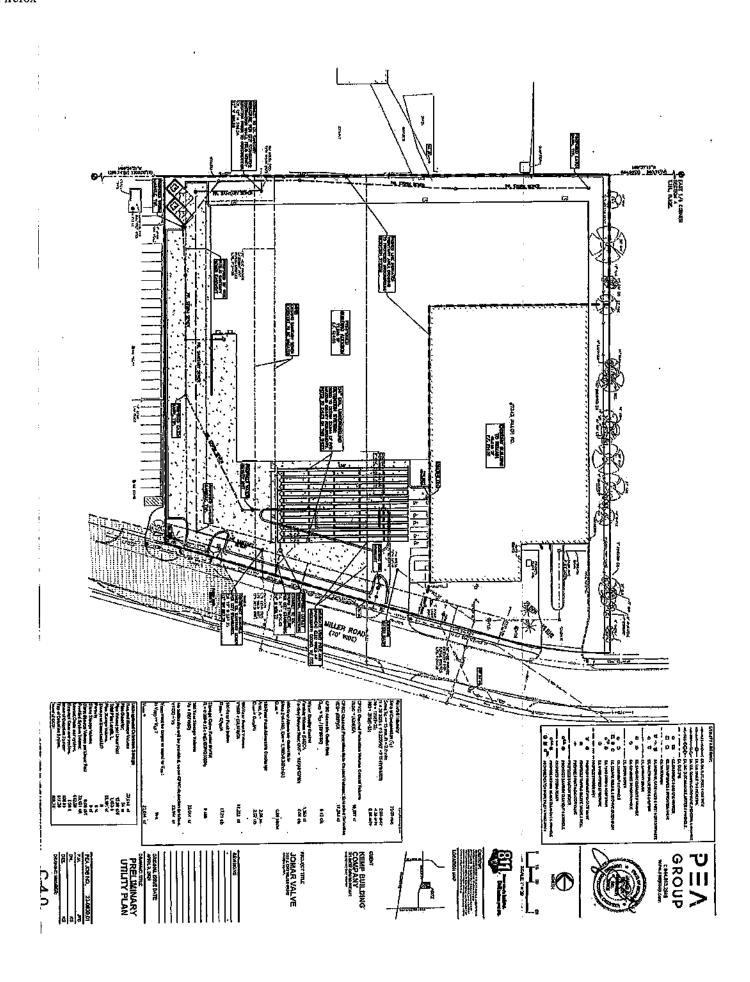
EXHIBIT A

7243 Miller Road, Parcel ID 13-04-427-008, land in the City of Warren, Macomb County, Michigan described as follows:

DENTON INDUSTRIAL SUBDIVISION LOTS 22 & 23 L.78 P.24-26

7177 Miller Road, Parcel ID 13-04-427-009, land in the City of Warren, Macomb County, Michigan described as follows:

DENTON INDUSTRIAL SUBDIVISION LOTS 22 & 23 L.78 P.24-26



RESOLUTION TO VACATE UTILITY EASEMENT 7177 MILLER DRIVE

A special meeting of the City Council of the City of Warren, Macomb County, Michigan

held on July 25, 2024, at 7 p.m. Eastern Daylight Savings Time in at the
Warren Community Center, Warren, Michigan.
PRESENT: Boike, Dwyer, Lafferty, Magee, Moore, Newnan, Rogensues
ABSENT: None
The following preamble and resolution was offered by Councilmember
Moore and supported by CouncilmemberLafferty:
On May 20, 2024, the Planning Commission adopted the attached resolution,
recommending to the Council of the City of Warren approval of the vacation of the existing
north/south twenty (20) ft. wide utility easement located on Lots 20 & 21 of Denton Industrial
Subdivision, located on the north side of Miller Dr., Section 4, in accordance with Article II,
Chapter 34 of the Code of Ordinances of the City of Warren subject to the petitioner complying
with the conditions imposed as follows:

- 1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.
- A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department.

SANITARY MAIN EASEMENT AGREEMENT

THIS SANITARY MAIN EASEMENT AGREEMENT (this "Agreement") is entered into on 2025, between JV Capital, LLC, a Michigan limited liability company (the "Owner"), located at 7177 and 7243 Miller Road, City of Warren, Michigan 48092, and the City of Warren, a Municipal Corporation of Macomb County, Michigan, (the "City").

RECITALS:

1. Owner is the fee simple owner of real property at 7177 and 7243 Miller Road, Warren, Michigan, legally described in Exhibit A ("the Property").

2. Owner is developing an approximately 72,000 sq. ft. building addition upon such Property.

3. Owner requires sanitary service from the City to serve the buildings from a sanitary main in an easement to be established across the Property, and shall extend from and connect to the existing sanitary sewers located near the North and South ends of the Property.

4. Owner agrees to grant to the City an easement for the sum of \$1.00, payable in the form of a check issued by the Treasurer of the City of Warren. This consideration stated above shall be

the full and total monetary payment to Owner.

5. Owner as used in this document, refers to and includes JV Capital, LLC d/b/a Jomar Valve and its members, officers, managers, directors, successors, assignees, transferees, and tenants.

THEREFORE, in consideration of the mutual covenants hereinafter set forth and other valuable considerations, the Owner and City of Warren agree and covenant as follows:

- 1. The Owner grants and conveys to the City, an easement which is variable in width but which is approximately thirty-five (35) feet wide for the purpose of maintaining, operating, inspecting, replacing and/or repairing sanitary main upon the property, as described in attached Exhibit A, which is incorporated by reference and referred to in this document as the "Easement Area".
- 2. The Owner agrees to construct a twelve (12) inch sanitary main and appurtenances in the Easement Area (the "Sanitary Main"), and will connect such Sanitary Main to the existing twelve (12) inch sanitary mains located adjacent to the North and South ends of the Property which are located in existing twenty (20) foot wide easements in accordance with the drawings collectively attached and included with Exhibit B.
- 3. The Owner grants and dedicates to the City the Sanitary Main, and all other underground equipment and material for sanitary sewage conveyance, together with all manholes now installed or which may be installed in the Easement Area in connection with the Sanitary Main and up the twelve (12) inch main connected to the public sewer (the "Sanitary Sewer Facilities"). The City will maintain the Sanitary Main and other underground equipment, and should this Agreement be terminated, the Owner shall have no claim of reversionary rights in or to the sanitary mains installed, or which may hereafter be installed.
- 4. Except for the existing fencing, dumpster enclosure, and storm sewer structures and pipes within the Easement Area, which does not encroach access, the Owner agrees that no building, structure, fence, wall, tree or other improvement shall be erected, constructed or permitted within the limits of Easement Area, and the Easement Area will be kept free at all times from any and all obstructions or obstacles which would impede access by the City and its necessary equipment to the Sanitary Main and Sanitary Sewer Facilities. If any building, structure, fence or other

encroachment, including the existing fencing in the Easement Area, is erected within the Easement Area, the City or its contractors or agents are authorized to enter upon the said limits and dismantle and tear down and remove any and all parts of any building, structure or encroachment as erected or constructed, at the Owner's sole cost and expense if such removal is reasonably necessary for the City to access the Sanitary Main and Sanitary Sewer Facilities, and Owner further agrees to waive all claims for damages against the City or any agent of the City due to trespass or damage resulting from such dismantling, tearing down or removal. In order to complete any removal of obstructions to City access within the Easement Area, the City shall coordinate such removal with the Owner.

- 5. The Owner grants to the City, or its employees, agents, contractors or subcontractors the right to enter upon, over, under the Property, attached, with all rights of ingress and egress, for purposes of operating, maintaining, installing, repairing, testing, inspecting or replacing the Sanitary Main at any and all times for the purpose of installing, maintaining, operating, inspecting, replacing and/or repairing the Sanitary Main and Sanitary Sewer Facilities and further agrees that if any such activity by the City or its contractors or agents disturbs, damages or destroys any pavement upon said easement, the Owner will pay the cost of any repair to the pavement of easement.
- 6. All piping and other equipment for the furnishing of sanitary within the Property shall be furnished and installed and maintained by the Owner, and the Owner agrees that in furnishing and installing such sanitary and other equipment, Owner will conform to all standards of material and work required by the City.
- 7. The Owner further agrees that the City shall have the right to inspect all pipes, fittings and other appurtenances to be installed and that all pipes, fittings and appurtenances shall be installed under the inspection of said City. The Owner agrees to pay such inspection fees and connection charges as may be established by the City.
- 8. The Owner further agrees to pay for the sanitary service as furnished to the various buildings and/or units within the Property at the rates established by the City for like services, and that any sum due or owing for said sanitary service as sold or delivered to any buildings and/or units within the development shall be and become a lien against the entire Property, or so much thereof as is owned by Owner, or its successors, assigns or transferees, including the property delinquent in service payments.
 - 9. The Owner agrees to defend, hold harmless and indemnify the City, or its officers, employees, contractors or agents from any claims of loss, damage, personal injury, costs and expenses or liability or actions arising out of or related to a) any breach by the Owner, its agents, successors, assigns or transferees of any of term of this Agreement; b) failure of the Sanitary Main or Sanitary Sewer Facilities, including its taps, pipes, sanitary sewer connections, pipes and laterals; c) negligent acts of omissions of the City, or its employees, contractors or agents in maintaining, operating, inspecting, replacing and/or repairing of the Sanitary Main; d) or any acts of the Owner, or its agents, successors or assigns or of the City or its employees, officer, contractors or agents which cause or contribute to damage ensuing from the existence of or failure of the Sanitary Main and Sanitary Sewer Facilities or Owner's sanitary sewer pipes or taps.
- 10. It is understood and agreed by and between the parties hereto that any obligations to furnish sanitary sewer service to the Property by and through the mains to be constructed, or presently existing in the Easement Area shall be conditioned upon the existence of a valid agreement on the part of the Owner containing all of the obligations contained in this Agreement, and that the duty to

supply the service shall cease unless the transferees, successors or assigns of the Owner agree to assume all of the obligations contained in this Agreement and imposed upon the Owner.

- 11. It is understood and agreed that the Owner represents to the City that it is the owner of the Property, subject to standard restrictions, easements or encumbrances of record. The Owner represents and warrants that it shall take all necessary action so that the easement contemplated by this Agreement shall be released from all liens, including but not limited to the lien of all mortgages, mechanics lien claims, security agreements, assignments of rents and leases and shall execute all such documents as may be reasonable necessary ensure no lien or encumbrance interferes with the City's exercise of rights or obligations hereunder. Should any lien or encumbrance interfere with the City, the due assumed by the City to furnish a service of sanitary to said Property through the mains described therein shall cease, and the City may at its election divest itself of interest to the easement, or any part thereof, and any and all mains and appurtenances located therein.
 - 12. The easement is perpetual and nonexclusive.
- Dedication. The Owner dedicates and grants to the City all the manholes, pipes, mains and other underground equipment and material in connection with the Sanitary Main, now installed or which may subsequently be installed in the Easement Area, and the Owner shall have no reversionary rights in or to the pipes, manholes, mains, appurtenances and related equipment within the Easement Area.
 - a. Owner Facilities. The sewer taps or other facilities on Owner's property that lead to the main are not Sanitary Sewer facilities that are granted to, accepted by the City hereunder, nor are they the responsibility of, the City. Owner shall maintain such facilities in proper condition, and such facilities shall be used, operated and maintained according to the standards of the City, and shall not be used for deposit or discharge of illegal or harmful substances.
- 14. Temporary Construction Easements. As part of the consideration for from Owner, Owner grants to the City, and the City accepts, for \$1.00, an ongoing construction easement upon, to or about the Property, with rights of access, ingress, egress or reasonable use, for staging, grading, or other reasonable purposes on an as-needed basis, for public road or sidewalk improvements or other public improvement projects as may arise during the course of this Easement. Any such easement will be temporary, limited to the duration of the project, coordinated in advance with Grantor, and exercised to minimize disruption to the Owner.
- 15. Easement Maintenance.
- (a) Maintenance. The Owner is otherwise responsible for routine maintenance of the Easement Area, including cleanliness, grass mowing, weeding. The Owner shall repair or replace any damage to or destruction of the Easement Area caused by the Owner or its contractors, subcontractors, employees or invitees. The Owner is responsible for installing, maintaining, replacing or repairing the sewer taps. (b) Obstruction. Owner shall not construct or permit an obstruction or obstacle that impedes the City, contractors, or agents' access to and use of the Sanitary Sewer or Easement Area, including any trees, fences, or improvement. The City, or its agent, may remove the obstruction or obstacle and charge the

16. Termination or modification.

Owner for all costs associated with the removal.

Unless Owner and the City agree in a written amendment that refers to this Agreement, this Agreement is not terminable or modifiable, except as required for operation of the public sanitary sewer system is in operation or upon the Owner's abandonment of the Property or the public sanitary sewer system for a period of more than one year.

17. Liability/Additional Rights

- (a) Each party agrees to assume liability for its own acts or negligence, except as provided in section 9 above.
- (b) This easement and dedication does not include the Owner's sanitary sewer pipes, connections, or other facilities servicing the property up to the main, including the sewer taps. Such facilities, maintenance, inspection, repair or replacement are the Owner's responsibility.
- (c) Any subsequent sale, lease or other conveyance of the Property by the Owner shall be subject to the rights of the City and obligations of Owner. The Grantor shall take all action necessary to ensure that the Sanitary Main is free from all securities, liens or encumbrances that would impede the City's exercise of rights or obligations under this Agreement; if such impediments exist, the City's delivery of services may cease, at its sole elections, and City may at its election divest itself of title to this easement and the sanitary sewer located therein.
- (d) The Owner agrees to pay for sanitary sewer services furnished to the premises at the rates established by the City, and that any sum due and owing for sanitary sewer services to the Property shall be and become a lien against the Property. This Agreement does not preempt, affect or impair any obligation of the Property owner or occupants for payments of sewer or water charges which are attendant to provision of services from the City, or the City's remedies which may be available for nonpayment of such charges, including imposing a lien on the Property for unpaid charges or assessments.
- (e). The Easement Area reserved under this Agreement is in addition to any other pre-easement granted, dedicated or reserved to or for the benefit of the City, including any sanitary sewer easement, on, about or in the Property. This Agreement shall supplement and not supersede any prior easement.
- (f) In the event either party requires changes to the Easement Area, the parties agree to cooperate with all reasonable requests that will not require undue burden, expense or inconvenience.

18. Miscellaneous.

- (a) Permissions. If there are any property interests that may affect this Agreement, Owner shall obtain all permissions necessary to grant the easement and comply with the terms of this Agreement.
- (b) Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (b) Compliance with laws. Nothing in this Agreement prohibits the City from enforcing all applicable ordinances and laws with respect to the subject property. This includes requiring Owner to pay for service at the rates established by the City.
- (c) Michigan law to control. The parties intend for this Agreement to be construed in accordance with Michigan law as it exists at the time of execution of this Agreement, and any dispute may only be brought in a court or tribunal whose jurisdiction includes Macomb County, Michigan.
- (d) Due authorization. Each party certifies that person signing this Agreement on its behalf of each respective party is duly authorized to do so.
- (e) Recording. After the parties sign this Agreement, Owner shall record the signed Agreement with the Macomb County Register of Deeds. Owner shall return a copy of the recorded Agreement to the City's Engineering Division.
- (f) Runs with land. This Agreement shall be a covenant running with the land, binding upon successors, assigns, transferees and successors. All rights, title and privileges granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their executors, administrators, grantees, successors, assigns and legal representatives. This Agreement is binding on and enforceable by the parties; their successors, lessees, assigns; or any party with an interest in or responsibility for the Property. The Agreement shall not be terminated in whole or in part or otherwise modified or changed, except by and with the approval of the City.

(g) Notices. A party shall send any notices relating to this Agreement to the other party at the addresses indicated in the initial paragraph of this Agreement. Notices of a non-legal nature may be delivered to the e-mail address provided by each party upon its execution of this Agreement.

IN WITNESS, the parties hereto have set their hand and affixed their seals on the date above.

	OWNER: JV (Capital, LLC
	By: Name: Title:	
STATE OF)		
COUNTY OF)		
On this da JV Capital, LLC d/b/a Jomar Valv company, authorized by and ack	ay of February, 2025, re personally appeared before nowledged said instrument to b	me, on behalf of the limited liability be the free act and deed.
	Notary Po My comm	ublic County, Mich. nission expires:
		RREN, a Michigan pal Corporation
	Ву:	Lori M. Stone, Mayor
	Ву:	Sonja Buffa, City Clerk
STATE OF MICHIGAN)		Sonja Buffa, City Clerk
)ss		
COUNTY OF MACOMB)		
Michigan, appeared Lori M. Stor	ne and Sonja Buffa, to me per	a Notary Public for Macomb County, sonally known, who being by me duly City of Warren, Michigan, a municipal
	•	ublic Macomb County, Mich. nission expires:
County Treasurer's Certificate		City Treasurer's Certificate
When Recorded Return To: City Attorney's Office One City Square, Suite 400 Warren, MI 48093-5285		Drafted By: City Attorney's Office One City Square, Suite 400 Warren, MI 48093-5285
Tax Parcel	Recording Fee	Revenue Stamps

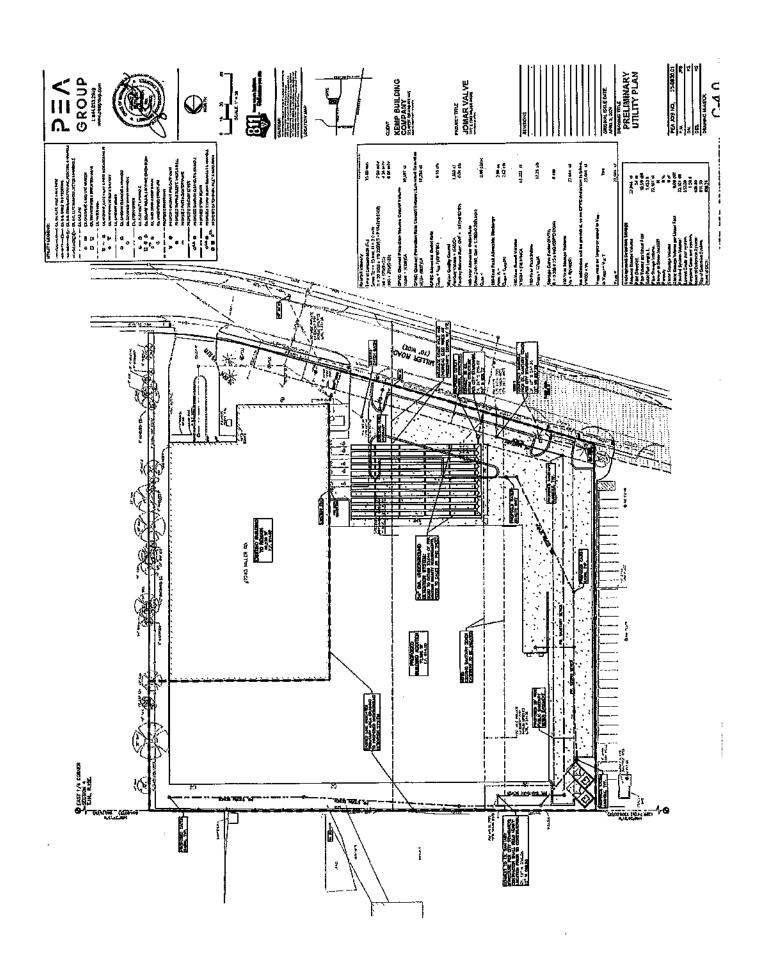
EXHIBIT A

7243 Miller Road, Parcel ID 13-04-427-008, land in the City of Warren, Macomb County, Michigan described as follows:

DENTON INDUSTRIAL SUBDIVISION LOTS 22 & 23 L.78 P.24-26

7177 Miller Road, Parcel ID 13-04-427-009, land in the City of Warren, Macomb County, Michigan described as follows:

DENTON INDUSTRIAL SUBDIVISION LOTS 22 & 23 L.78 P.24-26





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

DATE:

JANUARY 28, 2025

TO:

MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT:

SOL-W-1439; EMS LEGAL EDUCATION TRAINING

The Purchasing Division concurs with the Fire Department and recommends that City Council waive the bid process and consider Orlando L. Blanco, 4420 Marquis Lane, Bloomfield Hills, MI 48301 a sole source provider for furnishing EMS Training Services for the Fire Department in an amount of \$33,750.00.

The Fire Department is seeking to obtain department-wide in-person delivery of didactic med/legal training lectures covering the following subject matters:

- EMS Documentation Pitfalls and Recommendations
- Patient Care Refusals and Destination
- Emergency Vehicle Operations/Legal Right of Way
- Incident Management from Start to Finish
- Legal Basics of EMS & Changing Legal Landscape in Michigan

The training shall consist of three (3) training session each day for a total of nine (9) days. Each training session shall accommodate twelve (12) to sixteen (16) personnel. In addition, the City may record sessions to be included for future training of department personnel.

The Fire Department is requesting that City Council consider Orlando L. Blanco as a sole source provider for furnishing this type of training due to the fact that he has been representing EMS providers over forty-two (42) years and has defended and tried more cases on behalf of EMS providers in the State of Michigan, than any other attorney. Additional qualifications of Orlando L. Blanco are provided in the attached document.

Funds are available in the following Account: 101-1336-82401.

Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By:	Signature	Date
Budget Director:	All Malle	2/3/205
Controller:	figled 14	2/3/2025
MAYOR:	Don M. Was	2/4/2025

Orlando L. Blanco, Esq. Blanco Wilczynski, PLLC 2095 E. Big Beaver Rd. Suite 400 Troy, MI 48083 (248) 519-9000 Fax: (248) 519-9001

E-mail: olb@blancopc.com Website: www.blancopc.com

CITY OF WARREN FIRE DEPARTMENT EMS MED/LEGAL PRESENTATIONS

January 10, 2025

SCOPE OF WORK

The scope of the work (hereinafter the "Work") will involve nine (9) days of inperson delivery of didactic med/legal training lectures covering the specific subject matters identified in the Training Topics list below. Each of the training lectures will last approximately two (2) hours, including a question and answer period at the end of each session. All in person lectures shall be delivered by Orlando L. Blanco (hereinafter "Vendor").

Recording of one session of each topic will be permitted for training of absent members, but the recording of each session shall not be shared outside of the Warren Fire Department without prior written approval of the presenter. Presenter shall be entitled to a copy of each recording upon request. The City of Warren Fire Department shall be responsible for recording the sessions.

Each session will include fire suppression/medical personnel, ranging from station officers to newly hired firefighter/paramedics. Each session will have approximately 12-16 personnel.

The dates and times for each lecture shall be mutually agreed upon and coordinated with speaker and City of Warren representatives.

The City of Warren Fire Department shall provide the appropriate venue and all necessary AV equipment for each of the lectures.

TRAINING TOPICS

The training topics will include the following:

- I. Training Topic One
 - o EMS Documentation Pitfalls and Recommendations
 - Patient Care Refusals and Destination
- II. Training Topic Two
 - a. Emergency Vehicle Operations / Legal Right of Way
 - b. Incident Management from Start to Finish

OPTIONAL TRAINING TOPICS (Time permitting)

TOTAL CHARGES FOR SERVICES: \$33,750.00 Please make checks payable to: Orlando L. Blanco

III. The Legal Basics of EMS & Changing Legal Landscape in Michigan

QUOTE FOR WORK

The quote for the work (hereinafter the "Quote") described is Three-Thousand Seven Hundred and Fifty Dollars (\$3,750.00) per day (6 hours per day), for a total of \$33.750.00 for nine (9) days.

PAYMENT FOR WORK

Tax ID: 382-60-1229

Upon delivery and completion of the Work, Vendor shall submit an invoice purchase order to the appropriate official designated by the City of Warren. The City of Warren shall make payment in the amount of the Quote in accordance with the City of Warren's required vendor payment ordinance after delivery and completion of the Work.

Authorized-signature below shall indicate agreement with the terms of the Quote for Work

Orlando LyBlanco

City of Warren Authorized Rep.

Date: _______

Orlando L. Blanco, Esq. Blanco Wilczynski, PLLC 1607 E. Big Beaver Rd. Suite 201 Troy, MI 48083 (248) 519-9000 Fax: (248) 519-9001

E-mail: <u>olb@blancopc.com</u> Website: <u>www.blancopc.com</u>

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January 4, 2025

Via Email Only

Joe Schehr, Chief of Training City Of Warren Fire Department 8321 E 9 Mile Rd Warren, MI 48089 trainingchief@warrenfiredept.org

> Re: City of Warren Fire Dept. EMS Med Legal Training Sole Source Letter

Dear Chief Schehr:

Per your request, please accept this correspondence as the "**sole source**" letter, indicating why I believe I am uniquely qualified to provide the EMS Med/Legal Training that I have proposed for the City of Warren Fire/EMS Department.

PROFESSIONAL BACKGROUND

Enclosed is my Professional Biography and Curriculum Vitae. For purposes of his **sole source** letter, I would highlight the following information from my Biography that is specific to my unique EMS experience and background:

Joe Schehr, Chief of Training City of Warren Fire Dept. Jan. 4, 2025, Sole Source Letter

- Representation of EMS providers in civil litigation and legal matters in various states.
- Legal representative and consultant to several Michigan Medical Control Authorities.
- Legal representative to several Michigan-based Hospice Groups.

PROFESSIONAL EXPERIENCE

There are things that make Mr. Blanco uniquely qualified in the space of EMS education and why he is the **sole source** for the training proposed.

First, Mr. Blanco has been representing EMS providers for my entire legal career of over 42 + years. During this time, he has successfully handled every type of EMS case imaginable in several different states. Specifically, he has tried to verdict cases involving professional negligence, emergency vehicle collisions, patient handling cases, combative patient cases, mass gathering cases and even EMS employment cases. In short, there is no other attorney who has defended and tried more cases on behalf of EMS providers in the State of Michigan that Mr. Blanco.

Although it is difficult to know whether there are attorneys in States *outside* of Michigan who have handled and tried as many ambulance cases as I have in my home State of Michigan, I believe you would be hard pressed to find attorneys in other States who have handled as many ambulance cases as I have in other States. I have defended cases outside of Michigan involving practically every type of risk, including intersectional lights and sirens collisions, professional negligence, patient handling case and many others. I have personally defended ambulance providers in several different states, including Ohio, Indiana, Illinois, New York and Florida.

I have tried and obtained defense verdicts in practically every type of EMS ambulance liability exposure case, including just to name a few:

- Defense Verdict in emergency vehicle lights and siren collision in Oakland County Circuit Court;
- Defense verdict in professional negligence mass gathering case involving severely brain damaged patient who sued Life EMS & requested over \$12M from jury after a 30-day trial in Barry County Circuit Court;
- Obtained a favorable verdict in patient handling wheelchair van lift malfunction
 case filed against Life EMS involving admitted liability in which plaintiff claimed
 wrongful death of patient in Kent County Circuit Court;
- Defense verdict in combative patient assault case in Washtenaw Circuit Court;
- Defense verdict in ambulance pedestrian fatality case in Macomb County Circuit Court.

Joe Schehr, Chief of Training City of Warren Fire Dept. Jan. 4, 2025, Sole Source Letter

One recent appeal to the Michigan Supreme Court is worth highlighting here. In the matter of *Griffin v. Swartz Ambulance*, our firm was retained to submit the *Amicus Curiae* (Friend off the Court) Brief on behalf of the Michigan Association of Ambulance Services ("MAAS") Our firm, along with other parties, prevailed on the Michigan Supreme Court to deny an Application for Leave, effectively leaving in place the decision of the Court of Appeals affirming the dismissal of the case below. (See *Griffin v Swartz Ambulance Serv*, 506 Mich 894; 947 NW2d 826 (2020)

On a related note, I was also retained by MAAS to testify before the Michigan State Legislature Public Policy Committee considering recommended changes to the Emergency Medical Services Act (EMSA) immunity provision (MCL 333.20965(1)) to include transportation of patients. A copy of the Memorandum that I prepared laying out the proposed changes to the statutory immunity provision is attached.

Between 2000 and 2009, I served as Regional Counsel for the largest ambulance company in America, American Medical Response (AMR). In that role, I was one of three Regional Counsel in the country responsible for overseeing all ambulance litigation in the country for AMR. I specifically oversaw all AMR cases in the East Region; consisting of approximately 17 States where AMR had operations, including, Florida, Louisiana, Pennsylvania, New York, Massachusetts, Connecticut, Alabama and Georgia, among others. In my role as Regional Counsel, I worked closely with local defense counsel and the TPA (Sedgwick CMS), to defend ambulance cases in each of these States, including devising strategies for the defense of cases filed against AMR.

Fourth, in addition to defending ambulance providers and their personnel in civil litigation, I also provide a significant amount of risk management consulting and presentations for the EMS industry. I have consulted and provided presentations to the American Ambulance Association (AAA), the Michigan Association of Ambulance Services (MAAS), Mobile Health Resources (MHR), the Michigan Municipal Risk Management Association (MMRMA) and the Society of EMS Instructor and Coordinators (SEMSIC). I have presented over 100 times almost exclusively on EMS topics at both a National and State level, including presentations hosted by the American Ambulance Association, the Michigan EMS Expo hosted by MAAS and others. In addition, I have done literally hundreds of inhouse presentations on various risk management subjects applicable to EMS providers. (A list of my Presentations on EMS topics is provided on pages 4-14 of my CV.)

https://house.mi.gov/VideoArchivePlayer?video=HEAL-021022.mp4

¹ Here is a link to the full hearing: Our testimony starts at 1:01:29. The questions begin at 1:10:00.

Joe Schehr, Chief of Training City of Warren Fire Dept. Jan. 4, 2025, Sole Source Letter

Over the years, I have represented many EMS providers in litigation involving allegedly delayed responses to cardiac arrest calls. I have read and consulted with every major expert in the United States who has written and consulted on response time standards for EMS providers in the country. Every EMS system in the United States is based on the identical tiered response of EMS resources available in the geographical area where the emergency response is taking place. This involves dispatching of first responders, basic life support followed by advanced life support. I know why Kings County in Seattle Washington has a 4-minute response time standard for first responders, because this was the first system in America to put automated external defibrillators in the hands of its fire department personnel, who are the first on scene of such an emergency. I also know why most urban EMS systems employ an 8-12-minute response time standard for the follow-up care by advanced life support (ALS) agencies responding to such emergencies.

Finally, I will also tell you that I have always been very personally committed to the EMS industry and to the fine and extremely dedicated people involved in that industry. After I had been an attorney for 15+ years, I attended a EMT Basic course on my "spare time," so I could learn the practical aspects of pre-hospital care that I could not get from reading a book or watching a video.

Thank you for your attention to this matter and please feel free to contact me if you should need anything else in this regard.

) n(d)

OLB/olb Enclosures



WARREN FIRE DEPARTMENT

INTER-DEPARTMENT COMMUNICATION

TRAINING DIVISION

MEMO TO: Purchasing Agent Craig Treppa

FROM:

Training Chief Joe Schehr

DATE:

January 14, 2025

SUBJECT:

Legal Education Training

Craig,

I am requesting to hire Orlando L. Blanco, Esq. to deliver department-wide training on EMS documentation, patient care refusals, emergency vehicle operations, and the changing legal landscape as it pertains to EMS. This training will be delivered over multiple days. Additionally, we are recording the sessions for further department use.

Due to the legal nature of this training and Mr. Blanco's extensive background, along with our department's need to educate our members in these legal aspects of job-related duties, the fire department requests the approval of the purchase of Mr. Blanco's services. The cost of these training courses is \$33,750.00.

Orlando Blanco is the sole source provider of this training. The appropriate documentation is attached.

Funds are available in the instruction account 101-1336-82401 for this training.

If you have any questions or concerns, please let me know

Respectfully submitted,

Íoe Schehr Training Chief

Wilburt McAdams Fire Commissioner Read and Concur

Willburt Mcadams

RESOLUTION

Document No: SOL-W-1439

Product or Service: Legal Education Training
Requesting Department: Fire Department

At a Regular Meeting of the City Council of the City of Warren, County of
Macomb, Michigan, held on, 2025 at 7 p.m. Eastern Standard
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 Fire Commissioner has determined that it
is necessary in the interests of the Fire Department and the City, to acquire supplies,
materials, equipment and/or goods from a sole source. Justification for a sole source
provider include the materials being taught are the intellectual property of Orlando L.
Blanco.

The Orlando L. Blanco, 4420 Marquis Lane, Bloomfield Hills, MI 48301, has been selected as the sole source provider for EMS Medical / Legal Presentations.

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 Orlando L. Blanco is hereby accepted by City Council in an amount of \$33,750.00. Orlando L. Blanco will provide the department with 9 days (3 days per each unit / shift) of in person education / training in subject areas of didactic medical/legal training to include Topic I – EMS Documentation and Patient care Refusals, Topic – II Emergency Vehicle Operations and Incident Management, Topic –III The legal basics of EMS & Changing legal landscape in Michigan.

Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)) SS.	
) 33 .	COUNTY OF MACOMB)
I, Sonja Buffa, duly elected City Clerk fo	r the City of Warren, Macomb
County, Michigan, hereby certifies that the foreg	oing is a true and correct copy of the
resolution adopted by the Council of the City of	Warren at its meeting held on
, 2025.	
	Sonja Buffa
	City Clerk



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:

JANUARY 23, 2025

TO:

SECRETARY OF WARREN CITY COUNCIL

SUBJECT:

STA-W-1438; RECOMMENDATION TO AWARD THE PURCHASE OF A TWO-WAY

HARD WIRED COMMUNICATION SYSTEM

The Purchasing Division concurs with the Fire Department and recommends that City Council waive the bid process and award the purchase of one Two-Way Hard Wired Communication System from Safeware, Inc., 4403 Forbes Road, Lanham, MD 20706-4328, utilizing the State of Michigan Contract #MA180000001151 in the total amount of \$27,381.90.

If approved by your honorable body, the Fire Department will be purchasing a Savox USAR Task Force Hardline Kit that will be used to communicate with victims who are trapped due to a building collapse or trench collapse. This communication system allows firefighters to provide instructions and reassurance and the victim to provide information to the firefighters involved in the rescue attempt.

In addition, the system includes an air supply for the victims, as well as a safety rope to assist the firefighters with rescue operations. This system will replace a seventeen (17) year old system that does not have all the capabilities of the Savox USAR Task Force Hardline Kit.

This system is currently being used by USAR teams throughout the country and by Michigan Task Force 1, which includes members of the Warren Fire Department.

Funds for these expenditures are available in the following Account: 101-1336-98401.

Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By:	Signature	Date
Budget Director:	Alstra Staffle	213/2005
Controller:	Light Arp	2/3/2025
MAYOR:	You M. flat	2/4/2025



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget 320 S. Walnut Street 2nd Floor Lansing, MI 48933 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 9 to
Contract Number MA18000001151

	SAFEWARE INC
CC	4403 Forbes Blvd
TNC	Lanham MD 20706
ONTRACTOR	Kurt Wilhelm
TOR	847-505-9089
,,	kwilhelm@safewareinc.com
	CV0058894

	2 7	Various	Various	
	Program Manager			
STAT				
TE.	Adi	Nichole Harrell	DТMВ	
	Contract Administrator	517-449-9245		
	x ator	harrefln@michigan.gov		

			CONTRACT	SUMMARY		
Public Safety ar	nd Emergenc	y Preparednes	s Equipment			
INITIAL EFFEC	-		RATION DATE	I INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1	, 2018	Septemb	er 30, 2023	5 - 12 Months		September 30, 2024
	PAYME	NT TERMS		12.34	DELIVERY TIME	FRAME
				Refer to Sect	tion 2.1. Timeframes	5,
	ALTER	NATE PAYMEN	T OPTIONS		EXTENDE	ED PURCHASING
⊠ P-Ca				☐ Other	⊠ Ye	s 🔲 No
MINIMUM DELIVERY REQUIREMENTS						
There is no Min	imum Delive	y Requirement	<u>.</u>			
		D	ESCRIPTION OF	CHANGE NOTI	CE	
OPTION	LENGTH	OF OPTION	EXTENSION	LENGTH	OF EXTENSION	REVISED EXP. DATE
\boxtimes	12 M	/lonths				September 30, 2025
CURRENT	VALUE	VALUE OF CI	HANGE NOTICE	ESTIMA	TED AGGREGATE	CONTRACT VALUE
\$102,000,	00,000	\$5,000	0,000.00	00 \$107,000,000.00		0.00
			DESCR	IPTION		

Effective October 1, 2024, the parties agree to exercise the second available one-year option and increase the Contract value by \$5,000,000.00. The revised Contract expiration date is September 30, 2025. All other terms, conditions, specifications, and pricing remain the same. Per Contractor, agency and DTMB Central Procurement approval, and State Administrative Board approval on July 30, 2024.



QUOTATION

Safeware, Inc. 4403 Forbes Blvd. Lanham, MD 20706-4328 USA 301-683-1234 www.safewareinc.com

Order Num	ber	
10168796		
Order Date	Page	
10/24/2024 11:15:01	l of l	

Quote Expires On: 11/23/2024 Contract No: St of MI #171 180000001151

Ship To:

City of Warren Fire Administration

ATTN: Chief Sean Miller 23295 Schoenherr Rd Warren, MI 48089

Bill To:

Customer ID:

81092

City of Warren

One City Square, Ste 425

Attn Purchasing Warren, MI 48093

586 574 4639

Remested By: Sean Miller

	Requested by, acr	III IVIINCI
PO Number	Taker	Email
QUOTE: Savox TASK Force Kit M, REV. 1	Alicia Ledbetter	aledbetter@safewareinc.com
Freight Terms	Phone	Fax
Freight Paid	,	
Sales Representative	······································	
Kurt Wilhelm		

	~	ntities		Item ID	Pricing UOM	Unit	Extended
Ordered	Allocated	Remaining	UOM Stre	Item Description	Uult Size	Price	Price
1,00	0.00	1.00	1.0	SAV 0113-01-011M Con-Space US&R Task Force Kit M 0113-01-011M	EA 1.0	24,139.80	24,139.80
1.00	0.00	1.00	EA 1.0	SAV 1812-05-300 Savox Cable/Air Hose - 300' Wheels	BA 1.0	3,242.10	3,242.10
1,00	0.00	1.00	EA 1.0	OPC MIDEAL State of Michigan #171 180000001151 Public Safety & Emergency Preparedness Contract Master Agreement #4400008468 Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed.	BA 1.6	0.00	0,00

Total Lines: 3

SUB-TOTAL:

27,381.90

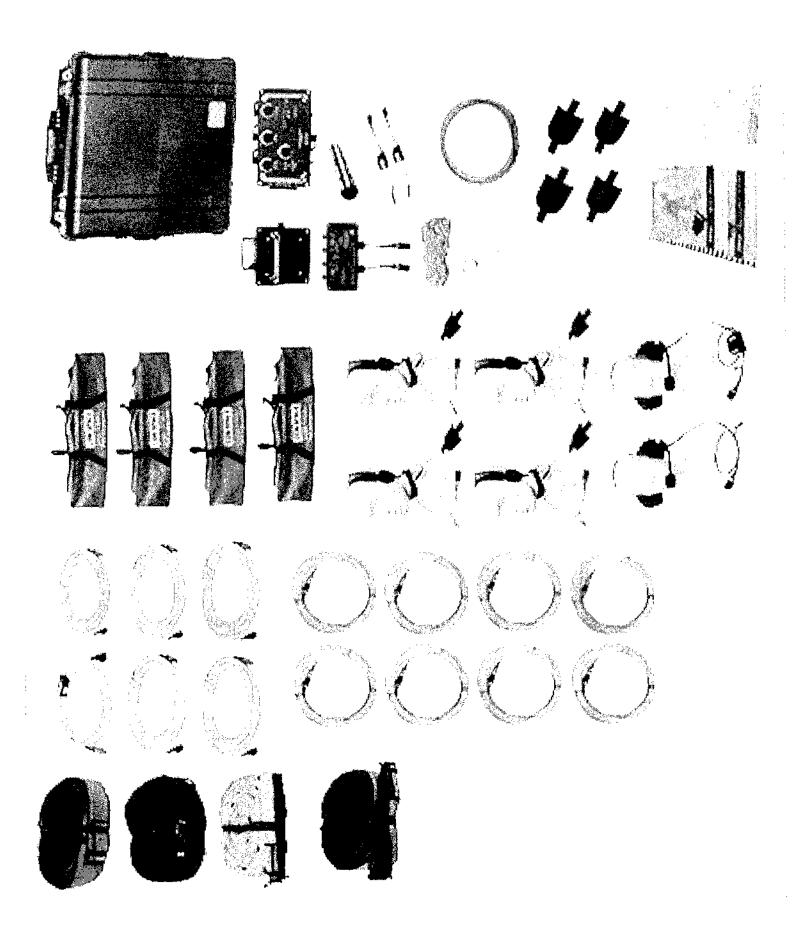
TAX:

0.00

AMOUNT DUE:

27,381.90

Actual freight added per freight terms





January 21, 2025

WARREN FIRE DEPARTMENT

23295 Schoenberr Warren, Wl 48089 (586) 756-2800 www.cityofwarren.org

Craig Treppa Purchasing Agent

Subject: Cooperative Purchase - Communication System

Craig

The Fire Department desires to purchase a two-way hard wired communication system that will be used by our department to communicate with victims that are trapped in building collapse and trench rescue scenarios. The communication system allows firefighters to communicate directly with victims to provide instructions and reassurance while also allowing victims to communicate information to firefighters who are attempting to rescue these victims from confined spaces such as building collapse and or trench rescue.

The Savox USAR Task Force Hardline Kit is currently in use by USAR teams across the nation and is the same communication system used by Michigan Task Force 1, which Warren Fire Department has members on this team. The communication system also includes an air supply for the victims as well as a safety rope to facilitate rescue. The combination communication system, air supply and safety rope will enhance our ability to make rescues and will replace a communication system that is approximately 17 years old and does not have the same capabilities as the system we desire to purchase today.

Funds are available in Line Item 101-1336-98401.

Please direct questions to my attention at Ext. 3100.

Professionally,

Wilburt McAdams Fire Commissioner



WARREN FIRE DEPARTMENT

INTER-DEPARTMENT COMMUNICATION

SPECIAL OPERATIONS DIVISION

To:

Commissioner McAdams

From:

Special Operations Chief Sean Miller

Date:

12/17/2024

Subject:

Recommendation letter to purchase a new confined space comms system.

I am writing to recommend the Savox USAR Task Force Hardline Kit M for our department's search and rescue operations from Safeware Inc. at a cost of \$27,381.90. Safeware already has a State Contract in place, #171 180000001151. This advanced communication system is designed to enhance efficiency and safety during critical missions.

The USAR Task Force Kit M is a multi-purpose, multi-user Hardline communication system utilized by FEMA, UKSAR, SUSAR, and teams throughout North America. It provides handsfree, full-duplex (simultaneous two-way) private communication between victims and rescuers, facilitating effective coordination in various rescue scenarios, including confined space, structural collapse, trench rescue, mine rescue, high-angle rescue, shoring, tunneling, and victim location.

Key features of the system include:

- Intrinsically Safe Design: Certified for use in hazardous environments, ensuring it does not become an ignition source.
- Rugged and Reliable Construction: Built to withstand challenging conditions, the system is water and dustproof, making it suitable for various rescue operations.
- Private Network Communication: Offers a secure and private communication channel, essential for coordinating rescue efforts without interference.
- Comprehensive Kit Components: The kit includes a command module, power talk box, headsets, extension cables, rescue probe, and other accessories, allowing for flexible configurations tailored to specific rescue missions.

Implementing the Savox USAR Task Force Hardline Kit M in our department would significantly enhance our operational capabilities, improve responder safety, and increase the likelihood of successful rescue outcomes.

The quote also includes a reel that will hold 300 feet of airline, safety rope, and communication line all wrapped up in an umbilical cover.

I recommend that we consider acquiring this system to bolster our department's effectiveness in emergency response situations.

Thank you for considering this recommendation. I am available to discuss this further and provide any additional information as needed.

Sean Miller

Special Operations Chief

Warren Fire Department

RESOLUTION

Document No: STA-W-1438

Product or Service: Confined Space Comms System
Requesting Department: Fire Department

At a Regular Meeting of the City Council of the City of Warren, County of
Macomb, Michigan, held on, 2025, at 7 p.m. Eastern Standard
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 Fire Commissioner has determined that is it necessary in the interests of the Fire Department and the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The department desires to purchase the Savox USAR Task Force Hardline Kit M (Hard wired communication system) using state of Michigan cooperative purchasing contract #171180000001151 in the amount of \$27,381.90 from Safeware Inc., 4403 Forbes Road, Lanham, MD 20706-4328.

Safeware Inc. has been selected for the cooperative purchase of this two-way hard wired communication system.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in account number: 101-1336-98401

IT IS RESOLVED, that the cooperative purchase though Safeware, Inc., 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	Bid Document	
(check where applicable)	☐ Contract		
	X Resolution		
and in such form that	meets with the satisfaction	on of the City Attorney if r	eview is
required.			
AYES: Councilmemb	ers:		
- HIJE-WILLEMANN AND AND AND AND AND AND AND AND AND		**************************************	
NAYS: Councilmemb	ers:		
RESOLUTION DECLA	ARED ADOPTED this	day of	, 2025.
		Mindy Moore Secretary of the Counc	cil

CERTIFICATION

STATE OF MICHIGAN)) SS.			
		COUNTY OF MACOMB)		
I, Sonja Buffa, du	lly elected City Clerk fo	r the City of Warren, Macomb		
County, Michigan, hereb	y certifies that the foreg	oing is a true and correct copy of the		
resolution adopted by th	e Council of the City of	Warren at its meeting held on		
	, 2025.			
		Conic Putto		
		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:

JANUARY 29, 2025

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

TRI-W-1383; FURNISH AND INSTALL LED LIGHTS AT THE POLICE HEADQUARTERS

The Purchasing Division concurs with the Building Maintenance Superintendent and recommends that City Council approve an award for furnishing and installing LED Lights at the Christopher M. Wouters Police Headquarters to Great Lakes Power & Lighting, Inc., 9646 Marine City Hwy, Casco, MI 48064, utilizing labor and material rates established in the current extendable City of Warren agreement with Great Lakes Power & Lighting, Inc. (RFP-W-0322) in the total amount of \$49,998.00.

In an effort to become more energy efficient, the Police Department is seeking to replace existing lighting with LED lights in the following areas:

- First Floor Watch Command
- Second Floor Administration Area
- Locker Rooms
- Training Areas
- Off-Duty Report Writing
- Break Rooms

On January 28, 2025, City Council approved an extension of award (RFP-W-0322) to Great Lakes Power & Lighting, Inc., for the period February 9, 2025 through February 8, 2027. The Police department is seeking to utilize the agreement's labor and material rates for this project. It is being requested that the cost of this project be approved outside of the amount recently awarded to Great Lakes Power & Lighting on January 28, 2025.

Great Lakes Power & Lighting, Inc has done work for various departments in the past and the City has been very pleased with their work. The Police Division is confident that Great Lakes Power & Lighting, Inc. will perform to the City's specifications.

The Police Department will be seeking additional funds in the upcoming budget to cover the costs of installing LED lights throughout other areas of the Police facility.

Funds for this service are available in the following Account: 101-1301-97400.

Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By:

Budget Director:

Controller:

MAYOR:

Signature,

Date

2/3/2025

TRI-W-1383 Award.doc Last printed 1/30/2025 12:30:00 PM



Quotation

Date November 19, 2024

To: City of Warren

Attn: Zack

Project: replace lighting at the police department per below

In accordance with your request we are pleased to quote the electrical installation required for the above referenced project as follows:

Admin area:

Replace 72 2x4 lights to LED Replace 5 1x4 lights to LED

Install dimmers in 12 rooms

Rework ceiling in 1 room. (material by owner)

1st floor watch

7 LED A lamps and new dimmer in 1 office

Replace 16 1x4 lights to LED

Replace 21 2x4 lights to LED

Replace 20 4' lamps to LED

Install 5 dimmers between 3 rooms

Training Rooms

Replace 35 2x4 lights to LED

Replace 20 2x4 lights to locker room to LED

Install dimmers in 2 rooms

Total: \$49,998.00

Thank you for the opportunity. If you require additional information please do not hesitate to contact me.

Sincerely, Alan Thueme Purchasing agent

Great Lakes Power & Lighting, Inc.

E-mail: athueme@greatlakespwr.com

GREAT LAKES POWER & LIGHTING PROPOSAL COSTS

DESCRIPTION	HOURLY RATE		ESTIMATED HOURS	TOTAL EST. LABO COST (RATE x HRS)	
Regular Business Hours (7:00 am – 5:00 pm Mondav - Friday)	\$	69.00	200	\$	13,800.00
Evening Hours (after 5:00 pm – 7:00 am Mondav – Fridav)	\$	69.00	20	\$	1,380.00
Weekend Hours (after 5:00 pm Friday – 7:00 am Monday)	\$	99.00	10	\$	990.00
Holiday Hours	\$	130,00	5	\$	650.00
	J		OTAL ANNUAL COST:	\$	16,820.00
TOTAL 2 -YEAR COST:					33,640.00

DESCRIPTION	HOU	RLY RATE	ESTIMATED HOURS	TOTAL EST, LABOR COST (RATE x HRS)		
Regular Business Hours (8:30 am – 5:00 pm Monday - Frlday)	\$	49.00	100	\$ 4,900,00		
Evening Hours (after 5:00 pm – 8:30 am Monday - Eriday)	\$	49.00	20	\$ 980,00		
Weekend Hours (after 5:00 pm Friday – 8:30 am Mondavl	\$	67.00	10	\$ 670,00		
Holiday Hours	\$	67.00	5	\$ 335.00		
		 TC	OTAL ANNUAL COST:	\$ 6,885.00		
		T	OTAL 2 - YEAR COST:	\$ 13,770.00		

ITEM 3 - TWO YEAR COST ESTIMATED ANNUAL MATERIAL COST FOR ELECTRICAL REPAIR SERVICES						
DESCRIPTION DESCR						
Please enter the markup on your material cost needed for Electrical Repair work	\$20,000,00	10%	MARKUP			

GREAT LAKES POWER & LIGHTING PROPOSAL COSTS

ESTIMATED ANNU			O YEAR COST COST FOR ELECTRICAL I	REPAIR	SERVICES
TRUCK CHARGE COST (EACH) TRUCK CHARGES TRUCK CHARGES COST				CK CHARGE	
ĩruck Charge	\$	65.00	100	\$	6,500,00
 -		τ	OTAL ANNUAL COST:	\$	6,500.00
TOTAL 2 -YEAR COST (TOTAL ANNUAL COST X 2):				\$	13,000.00

ITEM 5 – PRICING PAGES FOR YEARS 3-5 (ASSUME SAME QUANTITIES AS YEARS 1-2) ENTER RATES AS AN HOURLY RATE ENTER MARKUP AS A PERCENTAGE MARKUP ABOVE COST ENTER TRUCK CHARGE AS A COST PER TRUCK CHARGE							
DESCRIPTIO			YEAR 3		YEAR 4		YEAR 5
Licensed Electrician	Regular Business Hours Rate	\$	71,00	\$	73.00	\$	75.00
Licensed Electrician	Evening Hours Rate	\$	71,00	\$	73.00	\$	75.00
Licensed Electrician	Weekend Hours Rate	\$	102,00	\$	104.00	\$	106.00
Licensed Electrician	Holiday Hours Rate	\$	137.00	\$	139.00	\$	141.00
Electrical Technician	Regular Business Hours Rate	\$	50.00	\$	52.00	\$	52.00
Electrical Technician	Evening Hours Rate	\$	50.00	\$	52.00	\$	52.00
Electrical Technician	Weekend Hours Rate	\$	70.00	\$	72.00	\$	72.00
Electrical Technician	Holiday Hours Rate	\$	95,00	\$	97,00	\$	97,00
Markup/Discount as a percentage	Enter positive # as Markup Enter negative # as Discount		10%		10%		10%
Truck Charge (Each)		\$	70.00	\$	75.00	\$	75.00



VARREN FOLIOE DEPARTIMENT 2058 - Julio Center Elvo. Warren, MI 46033 (383) 574-4766 Par (686) 674-4860 www.cityofwarren.org

November 20, 2024

Craig Treppa
Warren City Hall
Purchasing
One City Square
Warren, Michigan 48093

RE: Purchase request for LED Lighting Replacement

Dear Mr. Treppa,

The Warren Police Department is requesting to utilize \$49,998.00 from the Capital Improvements budget (GL #101-1301-97400) to have a large section of the station's lighting replaced with LED lights. The goal of this project is to have the Warren Police Department continue its progress towards creating a more energy efficient station.

In the Capital Improvements budget, \$50,000 has been allocated for LED lighting replacement in the station. Great Lakes Power & Lighting has agreed to utilize their City of Warren contract pricing for this project (RFP-W-0322). Per their quote, Great Lakes Power & Lighting will be replacing the LED lights in the second-floor Administration area as well as the first-floor Watch Command, Locker Rooms, Training areas and Off-Duty Report Writing/Break rooms.

Great Lakes Power & Lighting, Inc. 9646 Marine City Hwy. Casco, MI 48064 PH. 586-716-4770

If you have any questions please contact me at 586-574-4768.

Zachery Lemond, Staff Sergeant Administrative Services Bureau

RESOLUTION

Document No: TRI-W-1383

Product or Service: Furnish & Install Lights at Police Dept. Headquarters

Requesting Department: Police

At a Regular Meeting of the City Council of the City of Warren, County of
Macomb, Michigan, held on, 2025 at 7:00 p.m. Local Time, in
the Council Chambers 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

Upon performing a diligent inquiry, the Police Captain has determined that it is necessary in the interests of the Police Department to have existing LED lights replaced utilizing the existing labor and material rates from the current extendable contract (RFP-W-0322) with <u>Great Lakes Power & Lighting, Inc., 9646 Marine City Hwy., Casco, MI 48064</u>, that was approved by City Council on January 28, 2025, in the amount of \$49,998.00.

Lights will be replaced in the following areas:

- First Floor Watch Command
- Second Floor Administration Area
- Locker Rooms

public procurement units.

- Training Areas
- · Off-Duty Report Writing
- Break Rooms

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in the following Account dependent upon concurrent resolution of budget amendment: 101-1301-97400.

IT IS RESOLVED, that <u>Great Lakes Power & Lighting, Inc.</u> is hereby accepted by City Council to furnish and install LED Lights in the Police Headquarters Building.

IT IS FURTHER RESOLVED, that the cost of this project is not to be included in the recently awarded amount to Great Lakes Power & Lighting on January 28, 2025.

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 Document

X Contract

X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES:	Councilmembers:	<u>.</u>	
MAYS:	Councilmembers:		
RESOL	UTION DECLARED ADOPTED this	day of	, 2025.

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
, 2025.
Sonja Buffa
City Clerk



CITY ATTORNEY'S OFFICE

One City Square, Suite 400 Warren, MI 48093-5285 (586) 574-4671 FAX (586) 574-4530 www.cityofwarren.org

January 22, 2025

Ms. Mindy Moore Council Secretary City of Warren

Re: Proposed Resolution Approving Wastewater Bypass Agreement with the

City of Center Line

Dear Council Secretary Moore:

Attached please find a proposed resolution approving an agreement that authorizes the City of Centerline to use the City of Warren's wastewater system on a temporary basis while it completes its own wastewater system repairs.

The flow diversion is anticipated to be limited to two ten-to-twelve-hour days. The Wastewater Treatment Plant may reject proposed dates and times and limit flow rates to ensure that the City of Warren's wastewater system has the capacity to accept the additional flow. The Center Line City Council has approved the agreement.

If acceptable, please forward the proposed resolution and corresponding agreement to Council for consideration at its meeting on Tuesday, January 28, 2025.

Respectfully

Caitlin Murphy

Assistant City Attorne

CM/s/ltr to m moore re wastewater bypass agreement/id110208

Read and Concur:

Approved:

Mary Michaels

Acting City Attorney

Lori M. Stone

Mayor

RESOLUTION TO AUTHORIZE EXECUTION OF THE TEMPORARY WASTEWATER DISPOSAL SERVICES CONTRACT BETWEEN THE CITY OF WARREN AND THE CITY OF CENTER LINE

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on February 11, 2025 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 supported by Councilmember: The City of Center Line is performing some necessary repairs to its wastewater system. In order to perform the repairs, it must divert some of its wastewater for several days. Pursuant to the agreement, Center Line will divert its wastewater flow to the City of Warren's wastewater system for only as long as necessary to complete the repairs. The City of Warren may reject proposed dates and times and limit flow rates to ensure that its wastewater system has the capacity to accept the additional flow. Center Line will compensate the City of Warren for providing this service. LET IT BE RESOLVED that the Mayor and Clerk are authorized to execute the attached Temporary Wastewater Disposal Services Contract between City of Warren and City of Center Line. Ayes: Councilpersons Nays: Councilpersons RESOLUTION DECLARED ADOPTED this _____ day _____ 2025. MINDY MOORE

Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)		
) ss COUNTY OF MACOMB)		
I, Sonja Buffa, duly elected City Clerk for the C	City of Warren, Macomb Co	ounty, Michigan,
hereby certify that the foregoing is a true and o	correct copy of the Resolut	ion adopted by
the City Council of the City of Warren at its me	eting held on	_ 2025.
	SONJA BUFFA	<u> </u>
	City Clerk	

TEMPORARY WASTEWATER DISPOSAL SERVICES CONTRACT BETWEEN CITY OF WARREN AND CITY OF CENTER LINE

This Temporary Wastewater Disposal Services Contract ("Contract") is made as of the Effective Date as defined herein, by and between the City of Warren, a municipal corporation ("City") and the City of Center Line, a municipal corporation ("Customer").

Whereas, the City of Warren owns and operates a wastewater disposal system; and

Whereas, the Customer desires to obtain temporary wastewater Disposal Services from the City of Warren wastewater disposal system; and

Whereas, the Customer desires to obtain such temporary wastewater Disposal Services to facilitate the construction of the Project; and

Whereas, the Project is expected to have several days requiring wastewater bypass to the System. The wastewater bypass will occur during dry weather, when the System has excess capacity, and will not disrupt the System's functionality; and

Whereas, the Customer's current average daily wastewater volume for a twenty-four hour day is 170 MCF. The estimated actual daily Flow period is expected to be between ten (10) and twelve (12) hours per day.

Now Therefore, in consideration of the promises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

Article 1. Definitions

- 1.01 The following words and expressions, or pronouns used in their stead, shall be construed as follows:
 - "Accumulated Historical Flow Data" is 112.3 to 146.9 MCF per day.
 - "City" shall mean the City of Warren, a municipal corporation.
 - "CFS" shall mean cubic feet per second.
 - "Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed and approved by the Customer's City Council and the Warren City Council.
 - "Customer" shall mean the City of Center Line that is designated herein as a party to this wastewater Disposal Services contract.

"Warren City Council" shall mean the legislative body of the City of Warren.

"Disposal Services" shall mean the collection, transportation, and treatment of wastewater by the City of Warren Waste Water Treatment Plant.

"Exhibit A" shall be a description of the location of the temporary connection(s), data acquisition equipment and/or other metering facility serving the Customer.

"Exhibit B" shall be a description of the Customer's Service Area from which wastewater may be delivered to the wastewater disposal system of the City of Warren. It shall include the corporate limits of the Customer, specific location of the points of metered and/or non-metered connection, and the Customer's Maximum Allowable Flow Limit at the points of metered and/or non-metered connection.

"Exhibit C" shall be a description of the terms of the Industrial Waste Control Program that has been adopted by the Warren Water and Sewerage Department and the Customer.

"Flow" shall mean wastewater delivered by the Customer to the City of Warren's wastewater disposal system. It shall include sanitary flow and dry weather infiltration and inflow however no wet weather flow component. It shall also include wastewater from industrial and/or commercial facilities in compliance with the City of Warren's Industrial Pretreatment Ordinance, under the Warren City Code, as amended.

"Maximum Allowable Flow Limit" shall mean the maximum allowable wastewater Flow that the Customer may deliver to the City of Warren's wastewater disposal system. This limit shall be expressed in units of cubic feet per second and shall be determined by calculating an average of meter readings over a rolling one (1) hour time frame or calculation based on previously collected historical data during periods that actual meter readings are unavailable.

"Meter" shall mean a wastewater billing meter.

"MGD" shall mean million gallons per day.

"MCF" shall mean thousand cubic feet.

"Notices" shall mean all notices, consents, approvals, requests and other communications required to be given under the terms of this Contract.

"Overflow Volumes" shall mean that volume of wastewater generated during a wet weather event that exceeds the pipe capacity of the Customer owned sanitary sewer or a combined sewer that is discharged, treated or untreated, to a receiving stream.

"Project" shall mean the construction to convert the City of Center Line's 24" outfall sewer into a force main under the "Stephens Pump Station and CL-S-1 Meter Pit Improvements".

"Service Area" shall mean the service area of the Customer designated in Exhibit B to this Contract.

"System" shall mean the wastewater disposal system owned, operated and maintained by the City of Warren.

"WWTP" shall mean the Warren Waste Water Treatment Plant.

Article 2. Delivery of Flow; Maximum Allowable Flow Limit; Enforcement

- 2.01 <u>Maximum Allowable Flow Limit</u>. The Maximum Allowable Flow Limit is 3.0 CFS for dry weather flow with the average daily flow rate being 1.8 CFS.
- 2.02 <u>Delivery of All Flow.</u> The City agrees to accept, and the Customer agrees to deliver, only the Flow (1) originating within the Customer's Service Area, (2) required for the completion of the Project, (3) up to its Maximum Allowable Flow Limit. Flow, (4) in dry weather conditions (as determined by the City), and (5) in accordance with the permit. The Customer shall provide the City with the date(s) and times of Flow delivery in writing at least three (3) business days in advance of the anticipated start of transferring Flow. The City's written approval is required before commencement of the Flow delivery. The City, in its sole discretion, may reschedule the Customer's requested date, to a date that is mutually agreeable to the Parties.
- 2.03 <u>Calculation of Charges</u>. The Customer shall pay the City for wastewater Disposal Services for Flow delivered into the System at such rates as the City may establish during its cost allocation and rate design processes. The initial rate shall be \$39.67 per MCF.
- 2.04 Enforcement of Maximum Allowable Flow Limit. The City and the Customer acknowledge and agree that the Customer deviations over its Maximum Allowable Flow Limit may occur. If the Customer has multiple incidents of its Flow exceeding its Maximum Allowable Flow Limit which amount to a pattern of overages, as determined in the sole and reasonable discretion of the City, the City shall give written notice of such overages to the Customer. Thereafter, the City and the Customer shall meet and attempt to develop a plan for reducing or eliminating the overages. If, in the opinion of the City, the parties are unable to agree on a plan, the City shall have the right to assert any available remedies for breach of contract.

Article 3. Meter Ownership, Maintenance, and Accuracy; Data Collection

3.01 Ownership and Maintenance Responsibility. The Customer shall own and maintain all Meters, data acquisition equipment, and meter facilities used for billing purposes. A list

- of the Meters, data acquisition equipment and temporary service connection located in the Customer's Service Area is attached hereto as Exhibit A.
- 3.02 <u>Meter Maintenance</u>. The Customer shall maintain its Meters and associated data acquisition equipment in accordance with good metering practice. The Customer shall collect data from its Meters in accordance with good metering practice and the Customer may contract for any such services.
- 3.03 Meter Accuracy. The Customer will ensure the accuracy of its Meters. City shall have the right to inspect the Meters and check for proper operation, including inspection of records. The City and the Customer shall review the accuracy of the Meters on a regular basis and compare the findings to the then-best available technology.

Article 4. Service Area; Acceptance of Flow

- 4.01 Service Area. The area within the Customer's Service Area for which the City agrees to provide wastewater Disposal Services shall be as shown in Exhibit B, attached hereto and made a part of this Contract. The Customer shall not deliver to the City any Flow originating in any area outside of the specified Service Area.
- 4.02 Acceptance of Flow. The City will accept Flow from the Customer, as limited by the terms of this Contract, at the points of metered connection evidenced on Exhibit B. The points of connection between the wastewater collection system owned, operated and maintained by the Customer and the System shall also be shown on Exhibit B. The City shall have no responsibility for operating and maintaining any portions of the wastewater collection system upstream of the points of connection shown on Exhibit B. The City owns and is responsible for operating and maintaining all parts of its System downstream from the Customer's wastewater collection system.
- 4.03 <u>Change in Service Area</u>. The boundaries of the Service Area may be changed only by the express written agreement of the City and the Customer and shall be embodied in an amendment to this Contract.

Article 5. Flow Measurement/ Estimation

- 5.01 The Customer shall make all reasonable efforts to use the best available information to establish the Customer's estimated (1) sanitary flows, and (2) dry weather infiltration and inflow that reaches the WWTP.
- 5.02 The Customer shall use the existing discharge meters at the Stephens Lift Station and the recorded data when the temporary pumping operations make use of the existing pumps and will provide a report of the data for the use of the City for billing purposes.
- 5.03 In the event that actual metered Flow data is unavailable for the billing period, the Customer shall use the Accumulated Historical Flow Data to estimate the Flow to the

System. For any Flow periods that are unmetered the Customer will record the start and stop times for those flow periods and make the Flow start and stop time records available to the City within twenty four (24) hours for their use. Additionally, for any Flow periods that are metered or unmetered, the Customer shall provide immediate start/stop time notification(s) to the WWTP via a call to WWTP Operator (24-hr) at 586-264-2530 ext. 8129 and via e-mail to WWTP Facilities Engineer.

Article 6. Renewal and Termination

- 6.01 Effective Date. The effective date of this Contract shall be January 31, 2025.
- 6.02 Termination. The Contract automatically terminates upon completion of the Project. The City may terminate or suspend the Contract by providing the Customer at least thirty days' Notice.

Article 7. Construction Standards

7.01 The Customer agrees to abide by the design specifications and construction standards as adopted by the City as relating to the temporary wastewater service connection. The Customer agrees that plans and specifications for the new temporary wastewater service connection shall be submitted for review and approval to City of Warren Engineering Division prior to the installation of such facilities. The Engineering Division will review the plans and specifications and provide the Customer with a determination as to its approval or disapproval of the plans and specifications and any City of Warren permits that may be required for the proposed Project work.. The Customer shall obtain any necessary permits or permissions

Article 8. Timely Payment

8.01 Bills for wastewater disposal service shall be rendered to the Customer on a monthly basis. All such bills shall be due and payable not more than forty-five calendar days from the date shown on the bill. Any portion of the charges that is not paid by the due date shall be subject to a finance charge at a rate of 1.5% per month for each month that they remain unpaid. Any portion of the total bill, plus any finance charges applied to the bill which are not paid by the next billing date, shall be shown on the next bill as arrears. If the accuracy of a bill is in dispute, the Customer shall place the disputed amount in an escrow account in a bank located in Michigan pending resolution of the dispute. Accrued interest on the escrow account shall belong to the party that prevails in the resolution of the dispute.

Article 9. Emergency Situations

9.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event, including but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party.

Article 10. Default Provisions

10.01 In the event either party commits a material breach of this Contract, the party alleging the breach shall give written notice of the breach to the other party within a reasonable time of discovering the breach. The party in breach shall be given thirty (30) days to cure the breach. If the party in breach fails to cure the breach, the non-breaching party may declare this Contract in default and pursue all available legal remedies, including termination of this Contract for cause. Should the City detect any violation of its IWC requirements in flow monitoring of the Customer's discharge, the Customer failure to provide timely payment of bills, or other operational concern which could cause an upset in the City's system, the City reserves the right to discontinue acceptance of the Customer discharges until the violation has been terminated or the situation is mutually resolved.

Article 11. Assignment

11.01 Neither this Contract nor any part of it shall be assigned by either party without the prior written consent of the other party. Consent to an assignment by either party shall not be unreasonably withheld.

Article 12. Amendment

- 12.01 The parties may from time to time consider it in their best interests to change, modify or extend a term, condition or covenant of this Contract. Any such change, addition, deletion, extension or modification, which is mutually agreed upon by the City and the Customer shall be incorporated in written amendments to this Contract. Such amendments shall not invalidate this Contract nor relieve or release either party of any of its respective obligations under this Contract unless so stated in the amendment.
- 12.02 No amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the Customer's City Council, and is approved by the Warren City Council.

Article 13. Notices

13.01 Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively, "Notices") required or permitted under this Contract shall be given in writing and mailed by first class mail to the representatives noted below and addressed as follows:

If to the City:

Sanitary Engineer City of Warren Waste Water Treatment Plant 32360 Warkop Warren, Michigan 48093

If to the Customer:

City Manager City of Center Line 7070 East Ten Mile Road Center Line, Michigan 48015-1478

- 13.02 All Notices shall be deemed given on the day of post-marked mailing. Any Notice given by a party hereunder must be signed by the representative of each party.
- 13.03 Notwithstanding the requirement above as to the use of first-class mail, change of address notices, termination notices, notices of breach, and other Notices of a legal nature, shall be sent by certified first-class mail, postage prepaid, return receipt requested.

Article 14. Industrial Waste Control Program

14.01 The Customer agrees to abide by the requirements of the Industrial Waste Control Program as set forth in Exhibit C to this Contract. The Customer is governed by a prior IWC program administered by the Detroit Water and Sewerage Department (DWSD) and has adopted required ordinance to implement that program. To the maximum extent possible, IWC Program implementation shall remain with the City of Detroit. Should the City detect any violation of its IWC requirements in flow monitoring of the Customer's discharge, the City reserves the right to discontinue acceptance of the Customer discharges until the violation has been terminated.

Article 15. Rights-of-Way

15.01 The Customer shall obtain permission to use streets, highways, alleys, and/or easements for the purpose of constructing, maintaining, and operating wastewater disposal facilities to adequately service the Customer's jurisdiction. In the event of such construction, the Customer shall execute such separate instruments granting rights-of-way in its streets, highways, and alleys as may be reasonably required by the City. The Customer shall restore all existing structures and/or improvements laying in the right-of-way of construction to as good a condition as before the construction took place.

Article 16. Miscellaneous

- 16.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 16.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract.
- 16.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 16.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 16.05 The Parties intend for the Contract to be construed in accordance with Michigan law as it exists at the time of the Contract. Disputes arising out of the Contract shall be litigated in the State court having jurisdiction over Macomb County, Michigan.
- 16.06 The Customer covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City.
- 16.07 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. A facsimile or electronic version shall be treated as an original. Promptly after the execution of this Contract, the City shall provide a copy to the Customer.
- 16.08 The rights and benefits under this Contract shall inure to the benefit of and be binding upon the respective parties hereto, their agents, successors, and assigns.
- 16.09 Any and all documents, memoranda, reports, exhibits or other written material referred to in this Contract are and shall be incorporated by reference herein.
- 16.10 The relationship between the signatories is limited to performance of the Contract.
- 16.11 To the extent permitted by law, the Customer shall indemnify the City and its officers, employees, and agents against any claim of liability or loss caused by the Customer's negligence and/or willful acts that arise from the Contract. The Customer shall provide the Warren City Attorney's Office with all documents filed in any proceeding related to the Contract in which any of the above-listed people or entities are named.
- 16.12To the extent permitted by law, the City shall indemnify the Customer and its officers, employees, and agents against any claim of liability or loss caused by the City's negligence and/or willful acts that arise from the Contract. The City shall provide the Center Line City

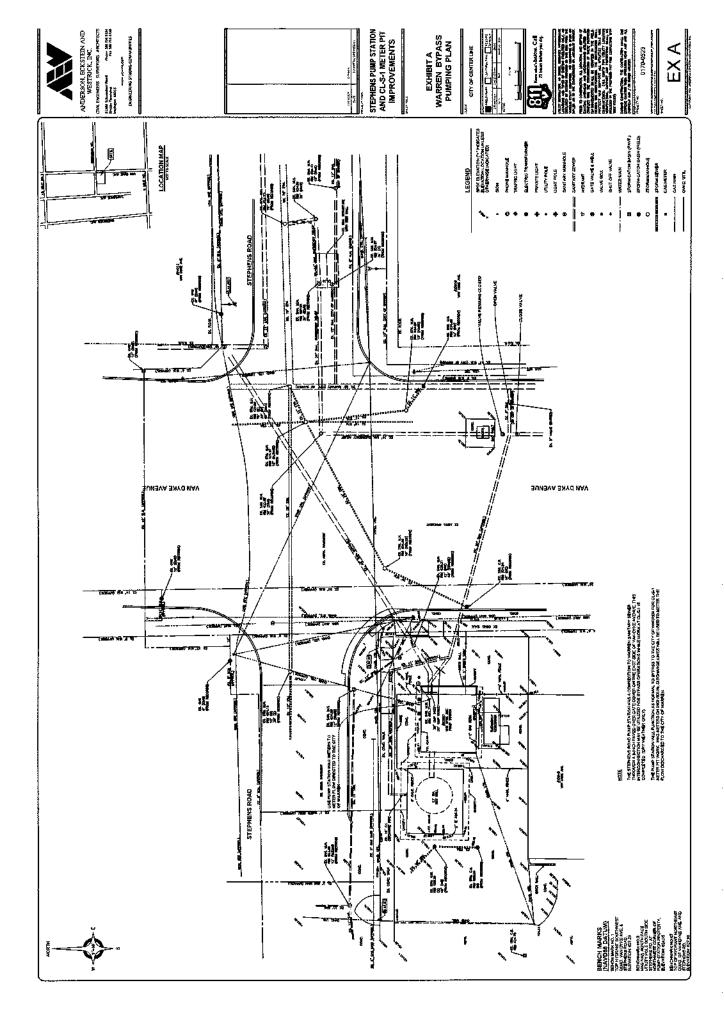
- Attorney with all documents filed in any proceeding related to the Contract in which any of the above-listed people or entities are named.
- 16.13This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of any Party, including governmental immunity. The Parties agree that they are is acting pursuant to a governmental function and are entitled to the full immunity afforded by Michigan law for all actions undertaken pursuant to this Contract.
- 16.14 The parties expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Customer.

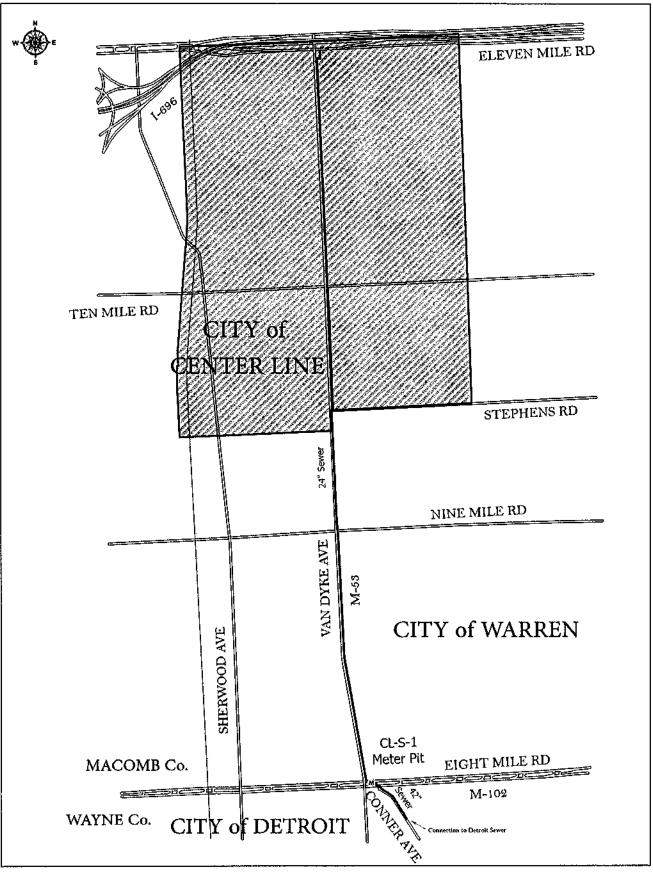
(Signatures appear on next page)

In Witness Whereof, the City and the Customer, by and through their duly authorized officers and representatives, have executed this Contract.

Witnesses:	City of Center Line:
1.	Ву:
(signature)	Dennis E. Champine, City Manager
2. (signature)	
(signature)	
<u>CITY OF WARREN</u>	
By:	By:
LORI M. STONE, MAYOR	SONJA BUFFA, CITY CLERK
Date:	Date:
STATE OF MICHIGAN) SS. COUNTY OF MACOMB) The foregoing instrument was acknowledged day of, 2025 by LORI N CITY CLERK as authorized by the CITY C	M. STONE, MAYOR, and SONJA BUFFA,
	Notary Public County of Macomb, State of Michigan My commission expires: Acting in the County of Macomb
WARREN LEGAL DEPARTMENT APPROVED AS TO FORM	
Ву:	
Print:	
Date:	

CENTER LINE CITY COUNCIL ON:	
Date	
APPROVED BY WARREN CITY COUNCIL ON:	
Date	









City of Center Line Sanitary Sewer Service Area EXHIBIT - B

M.	MeterPR		Major Rowls							
7.3	Service Area		Rattroad							
Servers										
	CAU	TION								

I (TEI IDEO FOR PEFERENCE PURPOSES (

HEDERSON, ECASIBEL & WESTRECK, HIC. AND THE CITY OF CENTOR LIBE DO HOT GUARANTEE HE ACCURACY OF HIGH BEOPHATION AND DISCLAIMS ALL UARILITY FORM ALL CLARKS, SMIS, DELWARDS AND AND EXPORTER AND AND EXPORTER FROM AN OF THE HEROTER PROPRIES FROM THE COMMISSION OF THE HEROTERATION.

EXHIBIT C Industrial Waste Control Program

- Į, The Customer agrees that it shall adopt and enforce, and shall cause each of the local governmental units within its jurisdiction for sewage treatment and disposal service as provided by the City to adopt and enforce, rules and regulations to implement and maintain a revenue system whereby, as a minimum, the operation, maintenance and replacement portion of the City's rates are distributed proportionately to each user or user class that is tributary to the City's treatment works. In particular, these rules and regulations shall provide that surcharges established by the City for the recovery of incremental operation, maintenance and replacement costs of treating extraordinary concentrations of sewage. shall be billed to and collected from individual firms as identified by the City in its billings. These rules and regulations shall conform to Section 204 (b) (1) (A) of Public Law 92-500, as amended, and regulations of the United States Environmental Protection Agency (hereinafter referred to as the U.S. EPA), being 40 CFR 35.929 through 35.929-3, and shall achieve a proportionate User Charge System which is effective throughout the City's service area. The rules and regulations shall provide for monitoring of commercial, governmental and industrial users and shall be consistent with the monitoring rules and regulations of the City of Warren. The City shall have the right under said rules and regulations to audit all monitoring activities including the right to perform monitoring tests itself to verify the accuracy of monitoring results.
- II. The Customer agrees that it shall adopt and enforce, and shall cause each of the local governmental units within its jurisdiction for sewage treatment and disposal service as provided by the City to adopt and enforce, rules and regulations pertaining to the use, design and construction of sewers, and the discharge of industrial or commercial wastes into sewers, where such sewers are tributary to the City's treatment works. Such rules and regulations shall be consistent with and at least as stringent as all applicable provisions of the pertinent ordinances adopted by the City of Warren, these being the Chapter 41, Article III, Division 3, "Industrial Pretreatment Program" Sections 41-71 through 41-134 and Chapter 41, Article III, Division 5, "Enforcement" Sections 41-161 through 41-170 of the Municipal Code of the City of Warren as they may be adopted and amended from time to time. In the event any municipality or other governmental unit shall fail to adopt an ordinance as required herein, or shall fail to diligently enforce the same, the City shall take appropriate action which may include suit in an appropriate court of general jurisdiction alleging such municipality's failure to adopt or enforce an ordinance, and following a hearing on the merits, should the court find that the allegations in the City's petition are true, it is agreed that such court may, in such instance, grant appropriate injunctive relief against said municipality or any individual discharger there; terminate the municipality's contractual right to discharge waste waters into the City's system and/or to grant the City such other relief as may be appropriate under the circumstances. These actions shall enable the City to:

- A. Deny or condition new or increased contributions of pollutants or changes in the nature of pollutants, to the waste collection system by Industrial and Commercial Users. The terms "Industrial and Commercial" user shall mean those users defined in Chapter 41, Article III, Division 1, Section 41-57, "Definitions" of the Warren City Code and as may be amended from time to time.
- B. Require compliance with applicable current and future national Pretreatment Standards and other more restrictive requirements as may be imposed by the City promulgated by the U.S. EPA under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.
- C. Control, through permit, contract order, or similar means, the contribution to the waste collection system by Industrial and Commercial Users to ensure compliance with paragraph B above.
- D. Require the development of compliance schedules by Industrial and Commercial Users for the installation and facilities required to meet applicable National Pretreatment Standards and other more restrictive requirements as may be imposed by the City.
- E. Require the submission of notices and self-monitoring reports from Industrial and Commercial Users to assess and assure compliance with National Pretreatment Standards and other more restrictive requirements as may be imposed by the City.
- F. Carry out all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by Industrial and Commercial Users, compliance or noncompliance with applicable National Pretreatment Standards and other more restrictive requirements as may be imposed by the City. It being further understood that the City may contract with qualified parties to carry out the inspection, surveillance and monitoring procedures of this paragraph.
- G. Seek injunctive relief for noncompliance with National Pretreatment Standards and other more restrictive requirements as may be imposed by the City.
- H. Require Industrial and Commercial Users to install containment facilities to protect the treatment works from accidental spills of critical or hazardous materials.

* * * *



ONE CITY SQUARE, SUITE 425 WARREN, MI 48093-5289 (586) 574-4600 FAX (58) 574-4614 www.cityofwarren.org

DATE:

JANUARY 31, 2025

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

REQUEST TO AWARD THE PURCHASE OF OFFICE FURNITURE FOR THE POLICE DEPARTMENT:

TRI-W-1436

The Purchasing Department concurs with the Police Department and recommends that City Council approve an award for furnishing office furniture, for the Police Department, to Office Products Outlet, Inc., 2033 N. Dort Highway, Flint, MI 48506-2998 in the total amount of \$20,403.34.

The Police Department is planning to create two (2) new spaces within the department. The first space will be a Wellness/Nursing Room. The State has mandated that there be a Nursing room within the department. This room's first priority will be to serve nursing mothers and will also serve as a break room for Dispatch personnel.

The second space will be made into an office for a new Captain's position. This room was previously occupied by the department's Special Operations team, which has been moved to another office, along with the desks and other furniture, leaving the new Captain's office needed furniture.

In addition, the department is seeking to purchase five (5) office chairs to be used by the Police Dispatchers to assist them in maintaining their focus while sitting or hours on end, in most instances.

The furniture for the first two (2) spaces will be purchased from Office Products Outlet, Inc., utilizing the Omnia Partners Contract #R191811 with Kimball International. Office Products Outlet, Inc. is an authorized dealer of the Kimball line of furniture, which allows the City to utilize OPO for this purchase. The purchase for the five (5) office chairs are being purchased from OPO separately, outside of the Omnia Partners Agreement.

Funds are available in the following Accounts:

Wellness Room Furniture

\$ 5,333.12 101-1301-98414

Captains Office Furniture

\$11,157.47 101-1301-72700

Dispatch Room

\$ 3,912.75 101-1301-98414

Grand Total:

\$20,403.34

Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By:	Signature	Date
Budget Director:	With JOHN	13/2005
Controller:	Tuled top	2/3/2025
MAYOR:	You M. Ax	2/4/2025



October 26, 2023

Ms. Kelli Jenkins Trade Manager, Strategic Contract kelli.jenkins@kimballinternational.com Kimball International Brands, Inc. 1600 Royal Street Jasper, IN 47546

Re: Renewal Award of Contract #R191811

Dear Ms. Jenkins:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that Kimball International Brands, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on December 11, 2019, and subsequent performance thereafter:

Contract

Furniture, Installation and Related Services

The contract will expire on April 30, 2025, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Christine Dorantes, at (615) 431-8182 or christine.dorantes@omniapartners.com.

The partnership between Kimball International Brands, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

-Doc#Signed by:

Robert Eingelmann Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

Authorized Dealer Name	City	State	Phone	Classification
	COLUMBUS		614-430 - 0020	SMALLBUSINESS: SMALLWOMEN OWNED
KING BUSINESS INTERIORS	COLUMBUS	ОП	614-430-0020	OWINED MALE TO PRESENT A PROPERTY OF
INC	MARIA STEIN	ОН	419-925-5433	SMALL BUSINESS:
GATEWAYPRINTING&OFFICE SUPPLY IN	HOUSTON	TX .	281-277-6500	OTHER THAN SMALL/LARGE BUSINESS:
OFFICE REVOLUTION II LLC	COLUMBUS	он	614-584-2357	SMALL BUSINESS: NA - NONE OF THESE CATEGORIES APPLYTO OUR BUSINESS
JTYLER OFFICE FURNITURE& SERVICES	HOUSTON	TX	713-468-2166	SMALLBUSINESS: SMALLWOMEN OWNED
FACILITYINTERIORS INC-HOUSTON	HOUSTON	TX	713-963-0678	SMALL BUSINESS: SMALL WOMEN. OWNED
INDECO SALES INC HOUSTON	HOUSTON	TX	254-939-5742	SMALLBUSINESS NA-NONE OF THESE CATEGORIES APPLY TO OUR BUSINESS
CONTINENTAL OFFICE - CLEVELAND	COLUMBUS	ОН	440-477-3642	OTHER THAN SMAL♦LARGE BUSINESS:
CONTINENTAL OFFICE FURNITURE	MASON	ОН	513-754-0848	OTHERTHAN SMALWLARGE BUSINESS:
WORKSPACE INTERIORS COLUMBUS	COLUMBUS	ОН	877-543-0944	OTHER THAN SMALWLARGE BUSINESS:
STAPLES COLUMBUS	COLUMBUS	ОН	614-472-2014	OTHERTHANSMALWLARGE BUSINESS:
PURE WORKPLACE SOLUTIONS	KANSAS CITY	МО	913-709-4550	SMALL BUSINESS: SMALL DISADVANTAGED BUSINESS
PEOPLESPACE	PORTLAND	OR	503-205-2200	SMALL BUSINESS: SMALL DISADVANTAGED BUSINESS SMALL WOMEN-OWNED
PEOPLESPACE	SEATTLE	WA	206-435-7700	SMALL BUSINESS: SMALL DISADVANTAGED BUSINESS ,SMALL WOMEN-OWNED
PEABODY OFFICE - BOSTON	BOSTON	MA	617-780-0208	SMALL BUSINESS: NA - NONE OF THESE CATEGORIES APPLY TO OUR BUSINESS
OFFICE PRODUCTS OUTLET	FLINT	MI	810-232-4447	OTHER THAN SMALL/LARGE BUSINESS:
SHEEHANS OFFICE INTERIORS	PORTSMOUTH	RI	401-683-3150	OTHERTHAN SMALWLARGE BUSINESS:
OFFICE COORDINATORS INC	CHATTANOOGA	TN	423-756-4531	SMALL BUSINESS: SMALL WOMEN OWNED
DOANE KEYES ASSOCIATES INC	PERU	IN	765-473-5594	OTHERTHAN SMALL/LARGE BUSINESS:
T&0 ASSOCIATES LTD	WESTBURY	NY	516-333-4400	SMALL BUSINESS: NA- NONE OF THESE CATEGORIES APPLYTO OUR BUSINESS

QUOTATION - DISPATCH



Ext. Sell 52,588.60	\$479.95	\$619.20 \$3,687.75
List: Sell % 10.5 Sell % 10.5 Sell % 10.00 S7 % \$1,294.30 \$2,588.60	\$479.95	\$309.60 \$
Sell %.	% 09~	57 % ~57.42 %
63 ,010:00	\$1,200.00	\$720.00 57 % Total ORDER ~57.42 %
GUS 2 2424-18 CONCORDE EXECUTIVE, Heavy \$3.010:00 57 % \$1,294.30 \$2,588.60 and height Midth Adjustable Arms, Std Midth Adjustable Arms, Std Midth Adjustable 2" Integrated Dual Wheel Carpet 2" Integrated Dual Wheel Carpet Casters, 244 Applications, Weight Rated Up To 350 lbs, GLOBAL Set No. 1 integrated Dual Wheel Carpet Casters, 244 Applications, Weight Rated Up To 350 lbs, GLOBAL SEADE 1 integrated Dual Wheel Carpet Casters, 244 Eliston Carrotter GRADE	BLACK MESH BACK TASK CHAIR WITH BLACK FABRIC SEAT, ADJUSTABLE ARMS, CHROME BASE	Black Mesh Back & Black Woven \$720.00 57 % \$309.60 \$619.20 Fabric Seat, Heavy Duty Synchro Titler, Height Adjustable Arms, Seat Slider, Dual Carpet Casters (OTG MESH Total ORDER ~57.42 % \$3,687.75
mber Descri	1	703B Black Fabric Tilter, Seat (
Oty Part Num 2 2424-18	996620	7 0161
Catalogue: Qty Part Number	à	OTG 2 OTG10703B
7 Peview		
R. Wain Product		
ORDER	ORDER	B
# Comment ORDER CONTRACT CONTRACT	; (3 OPEN MARKET

Components \$3,687.75 SALES TAX (0 %) \$0.00 DELIVERY \$225.00 Total \$3,912.75

1/22/2025



Revision Date: 1-17-2025

Drawn by: WK

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CACETIDRY SIMACITY OF WARRENIZOZSPOLICEWARREN POLICE ADD-ONS 1-3-2025.cmdrw



Drawn by: WK Revision Date: 1-17-2025

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QUOTATION - WELLNESS ROOM



# TAGL AND CALIDAGUE ON Part Number ANDESCRIPTION OF A STATE OF THE PROPERTY OF THE PROPERTY OF THE PARTY OF	Sell Sell	Ext. Sell
WELLNESS ROOM GCU 10 GCUP1821 Recessed Base - 18D x 18W x 21H, LAMINATE OCCASIONAL TABLES \$726.00 57 %	\$312.18	\$312.18
Laminate Table Finish (20)	:	
1-Asian Night ASN		
nch w/ Both Arms, With Back, Lower Drawer \$6,215.00 ront Legs w/ Rear Casters, GLOBALcare	57 % : \$2,672.45 \$2,	\$2,672.45
Grade 02 Allente Free (Global)		
The second secon		
Steep Surface Textile (21)		
Front Panel Material - Power (18)		
M-Storage Compartment w/o Line		
Leg Finish and Caster Type (45)	:	
	: }	
M-(STD) Moisture Barner not Required		
Sealed Seam (80)	÷ :	
Commercial or GSA Offering		
Non-GSA (Commercial Furniture Chemogy) PRIMACARE, 34.5"d x 29.5"w x 45.5"h, Recliner Chair, Fully Uphostered w/ Solid \$3,436.00	57 % \$1,477.48 \$1,	\$1,477,48
:		
(b)		
Company of the control of the contro		
	. :	
The second secon		
Meliack, Urethane Armicaps BLK. Moisture Barrier (70)		
M-(STD) Moisture Barrier not Required		
M-(STD) Sealed Seam not Required		

QUOTATION - WELLNESS ROOM



Ext. Sell	\$88.58		\$106.21	\$197.80		\$83.42	\$4,938.12 \$0.00 \$0.00 \$395.00 \$5,333.12
PARIST Sell % Sell Sell Sell Sell	\$88.55		\$106.21	\$230.00 57 % \$98.90	e	\$83.42	
Sell %	27 %		% 22	57 %		57 %	COM EMBER 9 SALES 1 IOVAL OF
E List	\$206.00 57%		\$247.00	\$230.00		\$194.00 57 % \$ ROOM 57 %	/IZIENT M AND REM
						\$194.00 Total WELLNESS ROOM	Components CONTRACTS: KIMBALL OMNIA#R191811/GLOBAL VIZIENT CE3374/VIZIENT MEMBER #2464184 SALES TAX (0 %) DESIGN, DELIVERY, INSTALLATION, AND REMOVAL OF DEBRIS Total
				hion, GLO	N }		OBAL VIZ ELIVERY,
	LOBALcare	. :	OBALcare	Loose Cus			91811/GL XESIGN, DE
名で無理形) w Pillow, Gl		w Pillow, GI) Cushion, 1	ering)	SSORIES	OMNIA #R1
	ure Offering x 6"h, Thro	ire Offering	x 6"h, Thro	ure Offering "'h, Bolster	ure Offering	OTG ACCE	KIMBALL
	A Offering ercial Furnit 15°d x 15°w	le {10 04} A Offering ercial Furnith	20"d x 20"w le {10 04}	:A Offering ercial Furnith !'w.x,5"d.x?	04} :A Offering ercial Furnit	white Only, C	ONTRACTS
Description	Commercial or GSA Offering Non-GSA (Commercial Furniture Offering) ACCESSORIES, 15'd x 15'w x 6"h, Throw Pillow, GLOBALcare	Throw Pillow Textile {10 04} Skipped Option Commercial or GSA Offering Non-GSA (Commercial Furniture Offering)	ACCESSORIES, 20'4 x 20'w x 6'h, Throw Pillow, GLOBALcare Throw Pillow Textile (10]04) Skipped Option	Commercial or GSA Offering Non-GSA (Commercial Furniture Offering) WIND LINEAR, 16"w x 5"d x 7"h, Bolster Cus hion, 1 Loose Cushion, GLOBAL SEATING USA	Boister Textile (10)04) Skipped Option Commercial or GSA Offering Non-GSA (Commercial Furniture Offering)	LED Desk Light, White Only, OTG ACCESSORIES	8
Descri	Comm Non-G ACCE	Skippe Comm	ACCE Throw Skippe	COMIN NOT-G WIND SEATI	Bolste Skippe Comm Non-G	i	
f Number			TP2020	9		OTGLEDLAMP	
Orty Par	C		: 1 GCTP2020	38		:	
ataloque	219	*. :	၁ <u>၂</u> ၅	Sno		отв	
- TAG1の第二部	4 WELLNESS ROOM GLC 1 GCTP1615	The state of the s	5 WELLNESS ROOM GLC 1 GCTP2020	6 WELLNESS ROOM GUS 2 3885		7 WELLNESS ROOM O'G 1	
# TAG1	4 WELL		5 WELL	6 WELL		7 WELL	

WARREN POLICE DEPARTMENT NEW CAPTAIN'S OFFICE



Drawn by: WK Revision Date: 1-17-2025

excendra issumenty of warrengozspolicewarren Police add-ons 1-3-2025.cmd/w



rage 47 o	Ľ		WARKENIZOZONPOLICENWA KREN POLICE ADD-ONG 1-3-ZUZO, CHIDW	Dai? 1/22/2025 C:(CE1/UKAWINGS/W(Ci1/1 UF WARKEN
\$278.60	\$278.60	65 %	MYKEL ABALONE TRAXX, 144W, EXTRUSION, SET OF TWO \$796.00	- 7
\$25,55	\$25.55	% 5 9	SHADOW TRAXX, 19-1/2H, VERTICAL CABLE MANAGER, FABRIC \$73.00	SE CAPTAIN'S OFFICE KL7 1 TTVCM20N TR
\$44.10	\$22.05	% <u>99</u>	MYKELABALONE MYKELABALONE TRAXX, 2H, SINGLE END TRIM STANDARD GROUP 1, NON-WETALLIC	CAPTAIN'S OFFICE KLZ 2 TTETO2 TR
\$457.10	\$228.55		Commercial or uses Crienting Non-GSA (Commercial Furniture Offering) TRAXX, 48wx37H, TILE, ACQUISTICAL Undefined	CAPTAIN'S OFFICE KL7 2 FIT4837A TF
			Abrasion Resistant Polyester Back (20) M-Standard Chair Back Design Packing Type (75) M-(STD) RTA Code in Pricebook per Model	
		¥ 1	Frame Finish (45) F-Black Frame TBL Glide Type (65) M-(STD) Black Glide	★ To
			Fusion (Global) (FR) Grade 01 Fusion (Global) 1-Graphite	
\$467.84	\$233.92	61.9	F-Black BL Caster Type or Leg Type (60) C-(STD) Black, 2" Integrated Dual Wheel Caster SIDERO, Amchair, Wall Saver, Std 4. Legged Base; Black Polypropylene, Foot, \$544.00 Stacks 5 high on Floor, Stacks 8 High on Dolly, GLOBAL SEATING USA	CAPTAIN'S OFFICE GUS 2 6900 SI
	: : ::::::::::::::::::::::::::::::::::	;. ;.	Skipped Option Am. Type (45) Fair Clais (20) Frame Fra	
\$4,347.30	\$724.55	20	SAXON: Heavy Duty, High Back, Mutti-Triter, Fold Up/ Std Adj. Height T-arms, \$1,685.00 Varl-Width Arm Extensions are Std 'Std Molted Black Base, Std 2' Integrated Dutal Wheel Carpers Casters, 24/7 Applications, Std Abrasion Resistant Outter Back (Bik Only), Weight Rated Up 10.350 lbs.; GLQBAL SEATING USA TEXTILE; GRADE 1 FUSION GRAPHITE Grade 02 Textile (GR)	CAPTAIN'S OFFICE GUS 6 2512-3 SA Va CAPTAIN'S OFFICE GUS 6 2512-3 TE DE DE CAPTAIN'S OFFICE GUS 6 2512-3 CF CE CAPTAIN'S OFFICE CONTRACTOR



#	# TAG TURN TO THE TAG	Selector	Calelogue Oty Part Number	Description	- % II a	Selles	Ext Sell
j	·		(0) (%) (1)	STANDARD GROUP 1,NON-METALLIC SHADOW			
7	71 CAPTAIN'S OFFICE OF KLB 121830LF	KL8	A 1 - 12S1830LFU2M	IDERSURF, FLOOR, LATERAL FILE \$1,200.00	% 59	\$420.00	\$420.00
				RANDOM COREINCL, NOT INSTALLED STANDARD GROUP 1, NON-METALLIC			
ထ	CAPTAIN'S OFFICE	KL8	KL8 1 12S241SPUFFM	ETAL, 24DX15WX27H, UNDERSURF, FLOOR, FILE/FILE \$836.00	65 %	\$292.60	\$292.60
٠				RANDOM CORE INCL, NOT INSTALLED STANDARD GROUP 1, NON-METALLIC SANDSTONE			
o	9 CAPTAIN'S OFFICE KIS 1 12S3015PU	KLB	1 12S3015PUBBFM		2 %	\$328.30	\$328.30
	:			EXTENDED RANDOM CORE INCL, NOT INSTALLED STANDARD, GROUP 1, NON-METALLIC SANDSTONE			
는 돈	CAPTAIN'S OFFICE CAPTAIN'S OFFICE	K 818	KL8 4 IBF1 KL8 1 F2427F	XT BRACKET \$24,00 SX27H, SUPPORT, FULL END PANEL, METAL \$411,00	65 % 65 %	\$8.40 \$143.85	\$33.60 \$143.85
		A P		STANDARD GROUP 1, NON-METALLIC SANDSTONE	:		
5	CAPTAIN'S OFFICE WINDER TO FESSE	KLB	1 F3027F	ODX27H, SUPPORT, FULL END PANEL, METAL ROUP 1,NON-METALLIC	% 59	\$175.70	\$175.70
6	13 CAPTAIN'S OFFICE KL8 1 IF5623M	KLB	8 1 1 F5623M	6VXZ23H, MODESTY PANEL, METAL ROUP 1, NON-METALLIC	65 %	\$103.60	\$103.60
4	14 CAPTAIN'S OFFICE	KLB	1 IS147216RP	SANDSTONE *** FOOTBRINT METAL, 14DX72WX16H, OVHD STOR, RECEDING DOOR, \$1,527.00 65 BEVEL	65 %	\$534.45	\$534.45
	·		新 医骨髓 (1) 10 10 10 10 10 10 10 10 10 10 10 10 10	RDM CORE INCL,NOT INST, BLACK STANDARD GROUP 1,NON-METALLIC		;	
5	15 CAPTAIN'S OFFICE	KLB	1 ISBRKTSO	TRAXX SPACER, BEVEL/FLAT, WALL MNT/FRSTD, SET \$112.00	65 %	\$39.20	\$39.20
				STANDARD GROUP 1, NON-METALLIC SANDSTONE		:	
10	16 CAPTAIN'S OFFICE OF KLR CONTRACTOR ISBRKT RES	KIL8	1 SBRKT # 20 Feets	FOOTPRINT, OVERHEAD BRACKET, FLAT/BEVEL PROFILE, TRAXX STANDARD GROUP 1, NON-METALLIC SANDSTONE	65 %	\$19.60	\$19.60



17 CAPTAIN'S OFFICE	KL8	17 CAPTAIN'S OFFICE KL8 1 SS244BWSSL3	FOOTPRINT, 24DX48W, WORKSURFACE, 1 3/16T, STRAIGHT, HPL, WIRE	E, 1 3/16T, STRA	NGHT, HPL, WIRE	\$603,60	65 %	\$211,26	\$211.26
	4. 4. 4.	电子放射性 计计算机 化氯	MGR 1/8" MOLDEDVIN						
			SPECIAL WILSONART WST BRONZE LEGACY				•	:	
			SHADOW	÷.					
21	·				: •				
					į				
18 CAPTAIN'S OFFICE KLB 1 SS2496WS	KLB	-1 S\$2496WS\$L3	POOTPRINT, 24DX96W, WORKSURFACE, 13/16T, STRAIGHT, HP	E, 13/16T, STRA	, WIRE	\$1,232,40 65%	65 %	\$431.34	\$431.34
	Ý	ia. N	1/8"MOLDED VIN SPECIAL WILSONART		-				
			WST BRONZE LEGACY SHADOW		:				
	:		SHADOW	:	: :				
	3 2 3 4			i,		÷	:		
	Ä								
19 CAPTAIN'S OFFICE	KL8	KL8 1 SS3072WSS12	FOOTPRINT 30DX72W, SURFACE, 1 3/16T, STRAIGHT, HPL, DOUBLE RIM	ИБТ, STRAIGHT,	HPL DOUBLE RIM	\$1,264.80	65 %	\$442.68	\$442.68
	7	Section with the way	SPECIAL WILSONART WST BRONZE LEGACY	: :					
		音をを を留いぬい	SHADOW						
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	*			v		· :			
20 CAPTAIN'S OFFICE KLB 15 TTXT721	XL8	: \	FOOTPRINT, 721, TRAXX, OVERHEAD WALL MOUNTING BRACKET	WALL MOUNTING	G BRACKET	\$252.00	65 %	\$88.20	\$88.20
21 CAPTAIN'S OFFICE KLT 2 74K1828R	KLT	2 74K1828RLL	Undefined E, CORDACCES	S, TFL	\$967,00	25 %	\$435.15	\$870.30	
22 CAPTAIN'S OFFICE KLT 1 74K3572B	KLT	1 74K3672BTL	SANUS IONE DOCK 36DX72W, MEETING TABLE TOP, BOAT, HPL, P RIM 1/8" MOLDED VIN	P, BOAT, HPL, P I	RIM	\$1,650.00	25 %	\$742.50	\$742.50
			-						

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				\$72.00 55% \$32.40 \$64.80	\$10,552,47			(0.%) \$0,00 BRIS \$595.00	<u>+</u>
				\$ 22 %	0,22 %	Components	MBER #246	SALES TAX (0 %) OVAL OF DEBRIS	• •
				\$72.00	FFICE ~6		IZIENT ME	S AND REMO	
	1. 1. 1.		: .		Total CAPTAIN'S OFFICE ~60,22 %		CONTRACTS: KIMBALL OMNIA #R191811 / GLOBAL VIZIENT CE3374 / VIZIENT MEMBER #2464184	SALES TAX (0 %) DESIGN DELIVERY INSTALLATION AND REMOVAL OF DEBRIS	
	# 	: : :)),),		Total (OBAL VIZIEN	ELIVERY INS	
	5. S			3AIL	 		X191811 / GL	DESIGN DE	
	\$ %		ARD)	ARD) ESUPPORT?			LL OMNIA#		
	ART GACY		PTH (STAND	OTH (STAND ERSURFACE	110 E		CTS: KIMBA		
WITH THE PARTY OF THE PROPERTY OF THE PROPERTY OF THE PARTY OF THE PAR	SPECIAL WILSONART WST BRONZE LEGACY	SHADOW MODIFIED DEPTH	NO MODIFIED DEPTH (STANDARD) MODIFIED WIDTH	NO MODIFIED WIOTH (STANDARD) 2 75K42WSSR DOCK, 42W UNDERSURFACE SUPPORT RAIL			CONTRA		
ON.	SPE	SH'S MOM	S S	N					
A CONTRACTOR			NAME OF STREET	75K42WSSI	j 1				
		N.	100 20 30 40 40 40 40 40 40 40 40 40 40 40 40 40	KLT 2	; ; !				
-					1				
75	s			23 CAPTAIN'S OFFICE	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -				
				В В	!				



WARREN POLICE DEPARTMENT
29900 CIVIC CENTER BLVD.
WARREN, MI 48093
(586) 574-4700
FAX (586) 574-4862
www.cityofwarren.org

January 29, 2025

Craig Treppa Warren City Hall Purchasing One City Square Warren, Michigan 48093

RE: Purchase request for Warren Police Department Furniture

Dear Mr. Treppa,

The Warren Police Department is requesting to utilize \$20,403.34 split between two separate accounts, Office Supplies (GL #101-1301-72700) and 911 Equipment Expense (GL #101-1301-98414), to replace old furniture, improve employee comfort and create two new spaces within our department. We are requesting to make these purchases through Office Products Outlet Inc. who will be utilizing the Kimball International Omnia Partners Contract #R191811. Please see the list below for further information regarding the projects.

911 Equipment Expense (GL #101-1301-98414):

Dispatch 24/7 Chairs (\$3,912.75)

Our Dispatchers are required to sit for hours on end, sometimes without a break due to
emergencies. An imperative tool for our Dispatchers is a quality chair, which makes
them comfortable, improves focus and reduces the risk of posture related issues. Our
Dispatchers also come in many shapes and sizes and therefore there are numerous
different preferences when it comes to what is comfortable. These chairs were
adamantly requested and after the sampling of numerous chairs these five were picked
to supplement our Dispatch choices.

Wellness/Nursing Room (\$5,333.12)

The Department's state mandated Nursing room, previously containing only an old rolling chair and table, will be updated to a Wellness room containing a matching recliner and couch as well as a table. This room will be prioritized for nursing mothers but will also serve as a break room for Dispatch.

Office Supplies (GL #101-1301-72700):

New Captain's Office (\$11,157.47)

A new Captain's position was added to the Department and an office has been arranged for this position. The room now designated for the Investigative Services Bureau Captain was previously occupied by our Special Operations team. Special Operations was moved to another office and took their desks with them, leaving a nearly empty room. This request would include a desk for the Captain, two guest chairs and a small conference table with six chairs.

Office Products Outlet has agreed to utilize the Kimball International Omnia Partners Contract #R191811

Office Products Outlet, Inc.

2033 N. Dort Hwy. Flint, MI 48506

PH, 810-232-4447 x 28

Zachery Lemond, Staff Sergeant Administrative Services Bureau

Eric Hawkins, Commissioner Warren Police Department

RESOLUTION

Document No: TRI-W-1436

Product or Service: Office Furniture

Requesting Department: Police

At a regular meeting of the City Council of the City of Warren, County of Macomb,
Michigan, held on, 2025, at 7 p.m. Local Time, in the Council
Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.
PRESENT: Councilpersons
ABSENT: Councilpersons
The following preamble and resolution were offered by Councilperson
and supported by Councilperson
Pursuant to Section 2-337.4 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 Police Department has determined that it is

necessary in the interests of the Police Department to acquire furniture from Office Products

Outlet, Inc., (OPO) 2033 N. Dort Highway, Flint, MI 48506-2998 utilizing the Cooperative

Contract #R191811 with Kimball International thru OMNIA Partners, Public Sector. The

purchase of five (5) office chairs are being purchased from OPO separately, outside of the

Omnia Partners Agreement.

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

IT IS RESOLVED, that the purchase of furniture through OPO is hereby accepted by the City Council in the total amount of \$20,403.34.

\$5,333.12 101-1301-98 \$11,157.47 101-1301-72 <u>\$ 3,912.75</u> 101-1301-98 <u>\$20,403.34</u>	2700	
BE IT 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 Document Contract X Resolution and in such form that meets with the satisfaction of the City Attorney if review is required.		
AYES: Councilpersons:		
NAYS: Councilpersons:		
RESOLUTION DECLARED ADOPTED this	_day of, 2025.	
	Mindy Moore Secretary of the Council	
CERTIFICA	ATION	
STATE OF MICHIGAN) (SS. COUNTY OF MACOMB)		
I, Sonja Buffa, dully elected City Clerk for the City of Warren, Macomb County,		
Michigan, hereby 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		
, 2025.		
	Sonja Buffa City Clerk	

Funding is available in the following Accounts: