



CITY CONTROLLER'S OFFICE

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

November 18, 2024

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan


Re: Request for an Increase in Budgeted Appropriations – Sanitation


Dear Council Secretary Moore:

The Sanitation Department and the Controller's Office have indicated a need to this Council for a transfer of funds between line items in the amount of \$28,618.00 to cover contractual obligations associated with GELC 227 collective bargaining agreement and to purchase additional 95 gallon trash and recycling bar carts.

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
Dave Muzzarelli
Kevin Kitka
Wendy Sitek



Re: Cart Order - City Council Agenda

From Kris Battle <kbattle@cityofwarren.org>

Date Tue 11/12/2024 8:37 AM

To Wendy Sitek <wsitek@cityofwarren.org>; Craig Treppa <ctreppa@cityofwarren.org>

Cc Kevin Kitka <kkitka@cityofwarren.org>; Shanah Turner <sturner@cityofwarren.org>

Good Morning Wendy.

What is the price I'm to use \$42,112.7 from letter or \$44,555.35 from quote?

Also, 98100 has \$730,000 available to purchase 2 side arm recycle/trash trucks. Are these no longer needed?

If you do plan to purchase theses trucks, then I will choose a different GL account for the transfer into 98400.

Kris Battle, Budget Director

From: Wendy Sitek <wsitek@cityofwarren.org>

Sent: Tuesday, November 12, 2024 8:22 AM

To: Kris Battle <kbattle@cityofwarren.org>; Craig Treppa <ctreppa@cityofwarren.org>

Cc: Kevin Kitka <kkitka@cityofwarren.org>; Shanah Turner <sturner@cityofwarren.org>

Subject: Cart Order - City Council Agenda

Kris and Craig

Attached is our order request for 728 carts from Schaefer Plastics.

However, we will need to transfer funds from account 226-9226-98100 into account 226-9226-98400 in order to purchase them.

Kris if you would be so kind as to prepare a budget transfer, we would greatly appreciate it. Once prepared, please add to the next City Council agenda.

Any questions, please contact Kevin Kitka ext. 1402.

Thank you.

Wendy Sitek, Associate Manager

SANITATION DIVISION

25601 Flanders

Warren, MI 48089

RESOLUTION AMENDING GENERAL APPROPRIATIONS
FOR FISCAL 2025 BUDGET

A _____ Meeting of the City Council of the City of Warren,
County of Macomb, Michigan held _____, 2024, at 7:00 o'clock p.m.
Eastern Standard Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and resolution were offered by Councilmember

_____ and supported by Councilmember _____.

WHEREAS, the budget for fiscal year July 1, 2024 to June 30, 2025 was adopted by
Council on May 14, 2024, and

WHEREAS, the Sanitation Department and the Controller's Office have indicated a
need to this Council for a transfer of funds between line items in the amount of \$28,618.00 to
cover contractual obligations associated with GELC 227 collective bargaining agreement and to
purchase additional 95 gallon trash and recycling bar carts,

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 Sanitation Special Revenue Fund
Budget for fiscal 2025 in the amount of \$28,618.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
226-9226-71302	Education Allowance	\$ 500
226-9226-98400	Equipment	<u>28,118</u>
		\$ 28,618
<u>Transfer From:</u>		
226-9226-70501	Superintendent Wages	\$ 28,618

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the Sanitation Special Revenue Fund Budget for fiscal 2025 in the amount of \$28,618.00.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2024.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby 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



COMMUNITY DEVELOPMENT

ONE CITY SQUARE, SUITE 210
WARREN, MI 48093
(586) 574-4686
FAX (586) 574-4685
www.cityofwarren.org

November 18, 2024

To: Mindy Moore, Council Secretary

RE: **Amendments to 2021-2022 and 2022-2023 Housing and Community Development Action Plans - CDBG Budgets**

It is proposed that the following amendments be made to the allocations for CDBG activities in the above referenced Housing and Community Development Action Plan CDBG Budgets.

It is recommended that funds allocated to 22-04 Grass and Snow be decreased by \$6,343.00. In addition, funds allocated to 21-02 Match Lead Hazard Control Grant, be decreased by \$29,407.30. It is also recommended that funds from these activities in the amount of \$35,750.30 be transferred to 22-01 CDBG Rehab. These programs/ contracts have been completed and the unspent balance needs to be reprogrammed to a different activity.

Please consider these amendments at the November 26, 2024 meeting. The appropriate resolution is attached. Should you have any questions, please call Community Development at (586) 574-4686.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Bommarito".

Tom Bommarito
Community Development Director

Read and Concur:

A handwritten signature in blue ink, appearing to read "Lori M. Stone".

Lori M. Stone
Mayor

Read and Approved as to Form:

A handwritten signature in blue ink, appearing to be a stylized signature.

City Attorney's Office

**RESOLUTION
APPROVING AMENDMENTS TO THE
2021-2022 AND 2022-2023 HOUSING AND COMMUNITY DEVELOPMENT
ACTION PLAN - CDBG BUDGET TRANSFERS**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on November 26, 2024, at 7:00 p.m. Eastern Time in the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and resolutions were offered by Councilmember

_____ and supported by Councilmember _____:

The City Council of the City of Warren previously adopted the Housing and Community Development Action Plans for the 2021-2022 and 2022-2023 program years that contains project descriptions and budgets for the Community Development Block Grant (CDBG) program.

The Mayor and the Community Development staff recommend that the 2021-2022 and 2022-2023 Action Plans – CDBG Budgets be amended as outlined below:

Amendment 1 – 2022-2023 Action Plan: Decrease funding allocated for Activity 22-04 Grass and Snow by \$6,343.00.

Amendment 2 – 2021-2022 Action Plan: Decrease funding allocated for Activity 21-02 Match LHR Grant by \$29,407.30.

Amendment 3 – 2022-2023 Action Plan: Increase funding allocated for Activity 22-01 CDBG Rehabilitation by \$35,750.30.

IT IS RESOLVED, that the proposed amendments to the 2021-2022 and 2022-2023 Housing and Community Development Action Plans as stated above are adopted.

AYES: Councilmembers _____

NAYS: Councilmembers _____

RESOLUTION DECLARED ADOPTED THIS 26th day of November, 2024.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby 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 November 26, 2024.

SONJA BUFFA
City Clerk

MEMORANDUM

DATE: November 20, 2024

TO: Mindy Moore, Council Secretary

RE: Appointee to Crime Commission

City Council:

Pursuant to provision of the City Crime Commission ordinance, section 2-142, and the authority vested in me, I hereby notify you of the following appointment.

Name	Appointment	Date of Expiration
John Harrison	New Appointment	June 30, 2027

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
Crime Commission
Legal
WPD

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Thu 5/9/2024 9:17 PM

To: Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Crime Commission

Name

John Harrison

Address

[REDACTED]

[REDACTED]

[Map It](#)

Home Phone

[REDACTED]

Cell Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

24 years

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

Fluidyne Fluid Power

Sales, technical assistance and product assembly

Education

MCC

Associates in mechatronics

Associates in applied science

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

CERT

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

None

Please feel free to add any additional information

Attended the citizen police academy.

I was looking to assist in others of the city so Rex Marshall suggested I apply to the crime commission

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

(Property Address)

Parcel Number

Account Number:



Customer Name:

 HARRISON JOHN

Summary Information

> Residential Building Summary

- Year Built: 1946

- Bedrooms: 0

- Full Baths: 1

- Half Baths: 0

- Sq. Feet: 1,136

- Acres: 0.334

> Utility Billing information found

> Assessed Value: \$70,990 | Taxable Value: \$29,711

> Property Tax information found

> 2 Building Department records found

Item 1 of 2

1 Image / 1 Sketch

Owner and Taxpayer Information

Owner

HARRISON JOHN &

Taxpayer

SEE OWNER INFORMATION

Amount Due

Current Taxes: **\$665.04**

[Pay Now](#)

Legal Description

SUPERVISORS PLAT OF SIMONDS GARDENS HOMESITES LOT 38 L19 P37

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

11/7/2024

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	\$1,635.83	\$970.79	08/28/2024	\$665.04	Pay Now
2023	Winter	\$45.59	\$45.59	01/03/2024	\$0.00	
2023	Summer	\$1,547.10	\$1,547.10	01/03/2024	\$0.00	
2022	Winter	\$41.13	\$41.13	12/27/2022	\$0.00	
2022	Summer	\$1,419.84	\$1,419.84	12/28/2022	\$0.00	
2021	Winter	\$93.51	\$93.51	12/28/2021	\$0.00	
2021	Summer	\$1,424.77	\$1,424.77	12/31/2021	\$0.00	
2020	Winter	\$42.80	\$42.80	12/23/2020	\$0.00	
2020	Summer	\$1,451.62	\$1,451.62	12/29/2020	\$0.00	
2019	Winter	\$39.88	\$39.88	12/20/2019	\$0.00	

Load More Years


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

Copyright © 2024 [BS&A Software, Inc.](#)

By continuing to use this website you agree to the [BS&A Online Terms of Use](#). X

(Property Address)

Parcel Number: Account Number:



Item 1 of 2 1 Image / 1 Sketch

Customer Name: HARRISON JOHN UB Customer Name: OCCUPANT

Summary Information

> Residential Building Summary

- Year Built: 1946

- Full Baths: 1

- Sq. Feet: 1,136

- Bedrooms: 0

- Half Baths: 0

- Acres: 0.334

> Utility Billing information found

> Assessed Value: \$70,990 | Taxable Value: \$29,711

> Property Tax information found

> 2 Building Department records found

Customer Information

Name OCCUPANT
Address Account Number

Amount Due

Total Amount Due **\$0.00**
[Pay Now](#)

Current Bill

[Click here for a printer friendly version](#)

Amount Due	\$0.00	Bill From	08/30/2024	
Due Date	10/31/2024	Bill To	09/30/2024	
Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
NSF Fee	\$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	\$0.00

History (676 Items Found)

Starting Date Ending Date


[Click here for a printer friendly version](#)

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
11/4/2024	Payment Posted	0005296777		0.00	0.00	(\$59.46)	\$0.00 ▲
10/30/2024	Meter Read	Water		1128.00	6.00	\$0.00	\$59.46
10/17/2024	Bill Calculated	08/30/24-09/30/24		0.00	0.00	\$59.46	\$59.46
9/30/2024	Meter Read	Water		1122.00	6.00	\$0.00	\$0.00
9/30/2024	Payment Posted	0005246241		0.00	0.00	(\$59.46)	\$0.00
9/13/2024	Bill Calculated	07/30/24-08/30/24		0.00	0.00	\$59.46	\$59.46
9/9/2024	Payment Posted	R24-270993		0.00	0.00	(\$58.20)	\$0.00
9/9/2024	Penalty			0.00	0.00	\$1.69	\$58.20
8/30/2024	Meter Read	Water	Auto Read	1116.00	6.00	\$0.00	\$56.51
8/16/2024	Payment Posted	R24-235239		0.00	0.00	(\$60.00)	\$56.51
8/13/2024	Bill Calculated	06/29/24-07/30/24		0.00	0.00	\$59.46	\$116.51
8/9/2024	Penalty			0.00	0.00	\$1.66	\$57.05
7/30/2024	Meter Read	Water	Auto Read	1110.00	6.00	\$0.00	\$55.39 ▼

Usage History Chart

(Property Address)

Parcel Number: Account Number:



Customer Name: HARRISON JOHN

Summary Information

> Residential Building Summary

- Year Built: 1946

- Bedrooms: 0

- Full Baths: 1

- Half Baths: 0

- Sq. Feet: 1,136

- Acres: 0.334

> Utility Billing information found

> Assessed Value: \$70,990 | Taxable Value: \$29,711

> Property Tax information found

> 2 Building Department records found

Item 1 of 2 1 Image / 1 Sketch

Owner Information

HARRISON JOHN

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	PB18-000971		Finaled	6/11/2018	8/23/2018	\$0.00	View
Mechanical	PM11-098772		Finaled	2/8/2011	2/9/2011	\$0.00	View

1

Displaying items 1 - 2 of 2

[Apply for a Permit](#)

Attachments

Date Created	Title	Record	
--------------	-------	--------	--

No records to display.

Displaying items 0 - 0 of 0

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

Copyright © 2024 [BS&A Software, Inc.](#)

MEMORANDUM

DATE: November 20, 2024

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

Rebecca Zainos

Date of Expiration

June 30, 2027

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

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Fri 1/19/2024 1:15 AM

To: Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Cultural commission Board

Name

Rebecca Zainos

Address

[REDACTED]

[REDACTED]

[Map It](#)

Cell Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

35

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

Floral designer, secretary, volunteer, community Advocate, church volunteer!

Education

Center line High School Graduate

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

Women of warren! Macomb Democratic club! St. Clement Catholic Church Volunteer! TOPS member!

Please feel free to add any additional information

I'd be very. Happy to be accepted into the Cultural Commission! I would like to volunteer and help in my City the best I can! I know I can add something to the Commiision!


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

(Property Address)

Parcel Number: Account Number:



Customer Name:

Summary Information

> Residential Building Summary

- Year Built: 1953

- Bedrooms: 0

- Full Baths: 1

- Half Baths: 1

- Sq. Feet: 672

- Acres: 0.097

> 4 Building Department records found

> Assessed Value: \$34,170 | Taxable Value: \$12,528

> 1 Special Assessment found

> Property Tax information found

> Utility Billing information found

Item 1 of 2 1 Image / 1 Sketch

Owner and Taxpayer Information

Owner

ZAINOS REBECCA

Taxpayer

SEE OWNER INFORMATION

Legal Description

PIPERS VAN DYKE SUBDIVISION NO 4 LOT 666 L4 P.92

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

11/7/2024

Recalculate

Tax History


Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	\$775.72	\$775.72	08/13/2024	\$0.00	
2023	Winter	\$19.20	\$19.20	12/13/2023	\$0.00	
2023	Summer	\$751.18	\$751.18	07/14/2023	\$0.00	
2022	Winter	\$17.34	\$17.34	12/13/2022	\$0.00	
2022	Summer	\$708.49	\$708.49	07/20/2022	\$0.00	
2021	Winter	\$39.40	\$39.40	12/10/2021	\$0.00	
2021	Summer	\$675.04	\$675.04	11/24/2021	\$0.00	
2020	Winter	\$18.03	\$18.03	12/09/2020	\$0.00	
2020	Summer	\$720.05	\$720.05	08/07/2020	\$0.00	
2019	Winter	\$16.80	\$16.80	12/30/2019	\$0.00	

Load More Years

****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.

(Property Address)

Parcel Number: Account Number:



Customer Name: ZAINOS REBECCA

Summary Information

> Residential Building Summary

- Year Built: 1953

- Bedrooms: 0

- Full Baths: 1

- Half Baths: 1

- Sq. Feet: 672

- Acres: 0.097

> 4 Building Department records found

> Assessed Value: \$34,170 | Taxable Value: \$12,528

> 1 Special Assessment found

> Property Tax information found

> Utility Billing information found

Item 1 of 2

1 Image / 1 Sketch

Owner and Taxpayer Information

Owner

ZAINOS REBECCA

Taxpayer

SEE OWNER INFORMATION

Amount Due

Special Assessment Total Payoff Amount: \$0.00

Legal Description

Legal Description not on file.

Special Assessment Information

Code	Name	Special Assessment District Status	APR Interest Rate	Start Year	Number of Years	Payment Status
S0265	ROLL S0265	Inactive	3.0000	2007	5	** Paid In Full

****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.

Parcel Number: [REDACTED] Account Number: [REDACTED]



Item 1 of 2

1 Image / 1 Sketch

Customer Name: ZAINOS REBECCA

UB Customer Name: [REDACTED] OCCUPANT

Summary Information

> Residential Building Summary

- Year Built: 1953
 - Bedrooms: 0
 - Full Baths: 1
 - Half Baths: 1
 - Sq. Feet: 672
 - Acres: 0.097
- > 4 Building Department records found

- > Assessed Value: \$34,170 | Taxable Value: \$12,528
- > 1 Special Assessment found
- > Property Tax information found
- > Utility Billing information found

Customer Information

Name

OCCUPANT

Address

Account Number

Amount Due

Total Amount Due	\$0.00
------------------	--------

Pay Now

Current Bill

[Click here for a printer friendly version](#)

Amount Due	\$0.00	Bill From	08/30/2024	
Due Date	10/31/2024	Bill To	09/30/2024	
Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
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	\$0.00

History (393 Items Found)

Starting Date

Ending Date

[Click here for a printer friendly version](#)


Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
10/29/2024	Meter Read	Water		626.00	5.00	\$0.00	\$0.00
10/22/2024	Payment Posted	0005266365		0.00	0.00	(\$50.04)	\$0.00
10/17/2024	Bill Calculated	08/30/24-09/29/24		0.00	0.00	\$50.04	\$50.04
9/29/2024	Meter Read	Water		621.00	5.00	\$0.00	\$0.00
9/23/2024	Payment Posted	0005219245		0.00	0.00	(\$31.16)	\$0.00
9/11/2024	Bill Calculated	07/31/24-08/30/24		0.00	0.00	\$31.16	\$31.16
8/30/2024	Meter Read	Water	Auto Read	616.00	3.00	\$0.00	\$0.00
8/20/2024	Payment Posted	R24-238055		0.00	0.00	(\$50.04)	\$0.00
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	\$50.04	\$50.04
7/31/2024	Meter Read	Water	Auto Read	613.00	5.00	\$0.00	\$0.00
7/24/2024	Payment Posted	R24-205098		0.00	0.00	(\$46.64)	\$0.00
7/12/2024	Bill Calculated	05/30/24-06/30/24		0.00	0.00	\$46.64	\$46.64
6/30/2024	Meter Read	Water	Auto Read	608.00	5.00	\$0.00	\$0.00

Usage History Chart

Parcel Number

Account Number

(Property Address)



Customer Name: ZAINOS REBECCA

Summary Information

> Residential Building Summary

- Year Built: 1953

- Bedrooms: 0

- Full Baths: 1

- Sq. Feet: 672

- Half Baths: 1

- Acres: 0.097

> 4 Building Department records found

> Assessed Value: \$34,170 | Taxable Value: \$12,528

> 1 Special Assessment found

> Property Tax information found

> Utility Billing information found

Item 1 of 2

1 Image / 1 Sketch

Owner Information

ZAINOS REBECCA

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	PB101462		Expired	10/10/1995		\$0.00	View
RES - WINDOWS-DOORS	PB24-002034		Issued	10/17/2024		\$0.00	View
Electrical	PE-192444		Expired	8/7/2001		\$0.00	View
Mechanical	PM-84494		Expired	7/31/2001		\$0.00	View

1

Displaying items 1 - 4 of 4

[Apply for a Permit](#)

Attachments

Date Created	Title	Record
--------------	-------	--------

No records to display.

Displaying items 0 - 0 of 0

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

Copyright © 2024 [BS&A Software](#), Inc.

MEMORANDUM

DATE: November 20, 2024

TO: Mindy Moore, Council Secretary

RE: Appointees to Beautification Commission

City Council:

Pursuant to the Code or Ordinances, Chapter 2, Section 2-101 and by the authority vested in me, I hereby notify you of the following appointments.

Name	Appointment	Date of Expiration
Kim Nash	New Appointment	June 30, 2025
Renee Nicholson	New Appointment	June 30, 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
Beautification Commission

New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Thu 9/26/2024 8:57 AM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Beautification Committee

Name

Kim Nash

Address

[REDACTED]

[REDACTED]

[Map It](#)

Home Phone

[REDACTED]

Cell Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

8 years

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

38 years in Healthcare as an administrative assistant and last 4 years a legal assistantant.

Education

High school diploma

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

None

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

None


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

(Property Address)

Parcel Number: Account Number:



Item 1 of 21 Image / 1 Sketch

Customer Name: NASH DENNIS C

Summary Information

> Residential Building Summary

- Year Built: 1994

- Full Baths: 2

- Sq. Feet: 1,838

- Bedrooms: 0

- Half Baths: 1

- Acres: N/A

> Utility Billing information found

> Assessed Value: \$143,850 | Taxable Value: \$101,611

> Property Tax information found

> 9 Building Department records found

Owner and Taxpayer Information

Owner

NASH DENNIS C

Taxpayer

SEE OWNER INFORMATION

Amount Due

Current Taxes: **\$2,127.49**

[Pay Now](#)

Legal Description

PINE RIDGE ESTATES M.C.C.P. NO 430 UNIT 13

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

11/8/2024

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	\$5,300.65	\$3,173.16	08/15/2024	\$2,127.49	Pay Now
2023	Winter	\$155.97	\$155.97	01/03/2024	\$0.00	
2023	Summer	\$5,024.48	\$5,024.48	12/01/2023	\$0.00	
2022	Winter	\$140.73	\$140.73	12/27/2022	\$0.00	
2022	Summer	\$4,714.12	\$4,714.12	12/27/2022	\$0.00	
2021	Winter	\$319.82	\$319.82	12/22/2021	\$0.00	
2021	Summer	\$4,619.90	\$4,619.90	12/31/2021	\$0.00	
2020	Winter	\$146.47	\$146.47	12/23/2020	\$0.00	
2020	Summer	\$4,763.35	\$4,763.35	12/21/2020	\$0.00	
2019	Winter	\$136.41	\$136.41	12/30/2019	\$0.00	
<div>Load More Years</div>						


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

Copyright © 2024 [BS&A Software](#), Inc.

Parcel Number

Account Number:

(Property Address)



Item 1 of 21 Image / 1 Sketch

Customer Name: NASH DENNIS C

Summary Information

> Residential Building Summary

- Year Built: 1994

- Full Baths: 2

- Sq. Feet: 1,838

- Bedrooms: 0

- Half Baths: 1

- Acres: N/A

> Utility Billing information found

> Assessed Value: \$143,850 | Taxable Value: \$101,611

> Property Tax information found

> 9 Building Department records found

Owner Information

NASH DENNIS C

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	PB08-160829		Finaled	11/12/2008	4/12/2010	\$0.00	View
Building	PB10-164051		Finaled	6/9/2010	3/27/2015	\$0.00	View
Building	PB14-003872		Finaled	11/5/2014	3/27/2015	\$0.00	View
Building	PB16-001404		Expired	7/28/2016		\$0.00	View
Building	PB16-001959		Expired	10/5/2016		\$0.00	View
Building	PB17-000334		Expired	3/22/2017		\$0.00	View
Building	PB20-001850		Finaled	12/10/2020	1/27/2021	\$0.00	View
Special	PSP10-31546		Finaled	5/28/2010		\$0.00	View
Special	PSP10-31575		Expired	6/3/2010		\$0.00	View

1

Displaying items 1 - 9 of 9

[Apply for a Permit](#)

Attachments

Date Created	Title	Record
No records to display.		

Displaying items 0 - 0 of 0

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

Copyright © 2024 [BS&A Software](#), Inc.

Parcel Number:

Account Number:

(Property Address)

Customer Name: NASH DENNIS C

UB Customer Name: OCCUPANT

Summary Information

> Residential Building Summary

- Year Built: 1994

- Full Baths: 2

- Sq. Feet: 1,838

- Bedrooms: 0

- Half Baths: 1

- Acres: N/A

> Utility Billing information found

> Assessed Value: \$143,850 | Taxable Value: \$101,611

> Property Tax information found

> 9 Building Department records found

Item 1 of 2

1 Image / 1 Sketch

Customer Information

Name OCCUPANT
Address Account Number

Amount Due

Total Amount Due \$0.00
[Pay Now](#)

Current Bill

[Click here for a printer friendly version](#)

Amount Due	\$0.00	Bill From	08/30/2024	
Due Date	10/31/2024	Bill To	09/30/2024	
Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
REFUND	\$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	\$0.00

History (403 Items Found)

Starting Date Ending Date

[Click here for a printer friendly version](#)

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
10/30/2024	Meter Read	Water		870.00	5.00	\$0.00	\$0.00 ▲
10/23/2024	Payment Posted	0005270156		0.00	0.00	(\$134.09)	\$0.00
10/17/2024	Bill Calculated	08/29/24-09/29/24		0.00	0.00	\$134.09	\$134.09
9/29/2024	Meter Read	Water		865.00	13.00	\$0.00	\$0.00
9/26/2024	Payment Posted	0005234263		0.00	0.00	(\$96.37)	\$0.00
9/13/2024	Bill Calculated	07/31/24-08/29/24		0.00	0.00	\$96.37	\$96.37
8/29/2024	Meter Read	Water	Auto Read	852.00	9.00	\$0.00	\$0.00
8/22/2024	Payment Posted	R24-241742		0.00	0.00	(\$115.23)	\$0.00
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	\$115.23	\$115.23
7/31/2024	Meter Read	Water	Auto Read	843.00	11.00	\$0.00	\$0.00
7/24/2024	Payment Posted	R24-204661		0.00	0.00	(\$90.27)	\$0.00
7/12/2024	Bill Calculated	05/31/24-06/30/24		0.00	0.00	\$90.27	\$90.27
6/30/2024	Meter Read	Water	Auto Read	832.00	9.00	\$0.00	\$0.00 ▼

Usage History Chart



Outlook

New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Thu 9/19/2024 11:19 PM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Beautification

Name

Renee Nicholson

Address

[REDACTED]
[REDACTED]
Warren, Michigan 48093
[Map It](#)

Home Phone

[REDACTED]

Email

[REDACTED]

Number of Years a Warren Resident

17 years

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

Hospital Chaplain

Education

Seminary

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

Church Pastor


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

(Property Address)

Parcel Number: Account Number:



Item 1 of 2 1 Image / 1 Sketch

Customer Name: NICHOLSON RENEE

Summary Information

> Residential Building Summary

- Year Built: 1962 - Bedrooms: 0

- Full Baths: 1 - Half Baths: 1

- Sq. Feet: 1,472 - Acres: 0.194

> Utility Billing information found

> Assessed Value: \$115,850 | Taxable Value: \$64,472

> Property Tax information found

> 3 Building Department records found

Owner and Taxpayer Information

Owner NICHOLSON RENEE Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **\$1,349.86**
[Pay Now](#)

Legal Description

"GRANADER SUB. NO. 1" LOT 95 L.50 P.3-4

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

Tax History


Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	\$3,363.20	\$2,013.34	08/28/2024	\$1,349.86	Pay Now
2023	Winter	\$98.96	\$98.96	01/03/2024	\$0.00	
2023	Summer	\$3,187.99	\$3,187.99	01/03/2024	\$0.00	
2022	Winter	\$89.29	\$89.29	12/27/2022	\$0.00	
2022	Summer	\$2,991.08	\$2,991.08	12/28/2022	\$0.00	
2021	Winter	\$202.90	\$202.90	12/28/2021	\$0.00	
2021	Summer	\$2,931.31	\$2,931.31	12/31/2021	\$0.00	
2020	Winter	\$92.92	\$92.92	12/23/2020	\$0.00	
2020	Summer	\$3,022.34	\$3,022.34	12/29/2020	\$0.00	
2019	Winter	\$86.54	\$86.54	12/30/2019	\$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.

Parcel Number: [REDACTED]

Account Number: [REDACTED]

(Property Address)



Item 1 of 21 Image / 1 Sketch

Customer Name: NICHOLSON RENEE

Summary Information

> Residential Building Summary

- Year Built: 1962

- Full Baths: 1

- Sq. Feet: 1,472

- Bedrooms: 0

- Half Baths: 1

- Acres: 0.194

> Assessed Value: \$115,850 | Taxable Value: \$64,472

> Property Tax information found

> 3 Building Department records found

> Utility Billing information found

Owner Information

NICHOLSON RENEE

[REDACTED]

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	
Electrical	PE05-199466		Finaled	12/2/2005	1/11/2008	\$0.00	View
Mechanical	PM05-090475		Finaled	12/2/2005	1/10/2006	\$0.00	View

1

Displaying items 1 - 2 of 2

[Apply for a Permit](#)


Attachments

Date Created	Title	Record
No records to display.		

Displaying items 0 - 0 of 0

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

Parcel Number: [REDACTED] Account Number: [REDACTED]



Item 1 of 21 Image / 1 Sketch

(Property Address)

Customer Name: NICHOLSON RENEEUB Customer Name: [REDACTED] OCCUPANT

Summary Information

> Residential Building Summary

• Year Built: 1962

• Full Baths: 1

• Sq. Feet: 1,472

• Bedrooms: 0

• Half Baths: 1

• Acres: 0.194

> Assessed Value: \$115,850 | Taxable Value: \$64,472

> Property Tax information found

> 3 Building Department records found

> Utility Billing information found

Customer Information

Name: [REDACTED] OCCUPANT
Address: [REDACTED]
Account Number: [REDACTED]

Amount Due

Total Amount Due: \$0.00
[Pay Now](#)

Current Bill

[Click here for a printer friendly version](#)

Amount Due	\$0.00	Bill From	08/30/2024		
Due Date	10/31/2024	Bill To	09/30/2024		
Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance	
DELINQ NOTICE FEE	\$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	
Turn On	\$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	\$0.00	

History (463 Items Found)

Starting Date: [REDACTED] Ending Date: [REDACTED]

[Click here for a printer friendly version](#)

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
10/30/2024	Meter Read	Water		694.00	3.00	\$0.00	\$0.00
10/24/2024	Payment Posted	0005271440		0.00	0.00	(\$68.90)	\$0.00
10/17/2024	Bill Calculated	08/30/24-09/30/24		0.00	0.00	\$68.90	\$68.90
9/30/2024	Meter Read	Water		691.00	7.00	\$0.00	\$0.00
9/26/2024	Payment Posted	0005234543		0.00	0.00	(\$34.33)	\$0.00
9/13/2024	Credit Transfer			0.00	0.00	\$0.00	\$34.33
9/13/2024	Bill Calculated	07/31/24-08/30/24		0.00	0.00	\$78.33	\$34.33
9/3/2024	Payment Posted	R24-266029		0.00	0.00	(\$68.90)	(\$44.00)
8/30/2024	Meter Read	Water	Auto Read	684.00	8.00	\$0.00	\$24.90
8/22/2024	Payment Posted	R24-242664		0.00	0.00	(\$44.00)	\$24.90
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	\$68.90	\$68.90
7/31/2024	Meter Read	Water	Auto Read	676.00	7.00	\$0.00	\$0.00
7/31/2024	Payment Posted	R24-223764		0.00	0.00	(\$30.54)	\$0.00

Usage History Chart

MEMORANDUM

DATE: November 20, 2024

TO: Mindy Moore, Council Secretary

RE: Reappointment to Construction Board of Appeals

City Council:

Pursuant to Section 9-28 of the City of Warren Code of Ordinances and the authority vested in me, I hereby notify you of the following reappointment to the Construction Board of Appeals. This Board is vested with all powers prescribed to it by the Stille-Derossett-Hale Single State Construction Code, MCL 125.1501, et. seq.

Name	Profession/Discipline	Date of Expiration
Christopher Popp	Fire	June 30, 2027

Council approval is required. Your concurrence in this matter is appreciated.

Respectfully submitted,



Lori M. Stone

Mayor

Cc: Clerk
Building
Legal

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Mon 1/8/2024 2:09 PM

To: Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Construction Board if Appeals

Name

Christopher Popp

Address

[REDACTED]

[REDACTED]

[Map It](#)

Cell Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

30

Warren Business Owner

No

Appointment Request

- Re-Appointment Request

Work Experience

Retired Fire Marshal from City of Warren. 25+ years with Fire Department.

Education

AS in fire science from MCCC

BA in communication studies from University of Detroit.

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

Knights of Columbus

Southeastern Association of Fire Chiefs

Please feel free to add any additional information

Have been on this commission for 10 years. It is a professional commission required by the building code and represents the trades, fire department and plans examiner. I would like to continue my involvement with the City of Warren.

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



COMMUNITY DEVELOPMENT

ONE CITY SQUARE, SUITE 210
WARREN, MI 48093
(586) 574-4686
FAX (586) 574-4685
www.cityofwarren.org

November 18, 2024

To: Mindy Moore, Council Secretary

RE: Amendments to 2022-2023 & 2023-2024 Housing and Community Development Action Plans - HOPWA Budgets

It is proposed that the following amendments be made to the allocations for HOPWA activities in the above referenced Housing and Community Development Action Plan HOPWA Budgets.

It is recommended that funds allocated to WA22-04 Medically Fragile be decreased by \$56,379.12. It is also recommended that funds from this activity in the amount of \$56,379.12 be transferred to WA22-03 Tenant Based Rental Assistance (TBRA). This program and contract have been completed and the unspent balance needs to be reprogrammed to a different activity.

In addition, it is recommended to transfer funding in the amount of \$32,114.14 allocated for Activity WA23-03 Tenant Based Rental Assistance (TBRA) to Activity WA23-01 Short Term Rent Mortgage and Utility Assistance (STRMU).

Please consider these amendments at the November 26, 2024 meeting. The appropriate resolution is attached. Should you have any questions, please call Community Development at (586) 574-4686.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Bommarito".

Tom Bommarito
Community Development Director

Read and Concur:

A handwritten signature in blue ink, appearing to read "Lori M. Stone".

Lori M. Stone
Mayor

Read and Approved as to Form:

A handwritten signature in blue ink, appearing to be the signature of the City Attorney.

City Attorney's Office

**RESOLUTION
APPROVING AMENDMENTS TO THE
2022-2023 & 2023-2024 HOUSING AND COMMUNITY DEVELOPMENT
ACTION PLAN - HOPWA BUDGET TRANSFERS**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on November 26, 2024, at 7:00 p.m. Eastern Time in the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and resolutions were offered by Councilmember

_____ and supported by Councilmember _____:

The City Council of the City of Warren previously adopted the Housing and Community Development Action Plans for the 2022-2023 and 2023-2024 program years that contains project descriptions and budgets for the Housing Opportunities for Persons with AIDS (HOPWA) program.

The Mayor and the Community Development staff recommend that the 2022-2023 and 2023-2024 Action Plans – HOPWA Budgets be amended as outlined below:

Amendment 1 – 2022-2023 Action Plan: Decrease funding allocated for Activity WA22-04 Medically Fragile by \$56,379.12.

Amendment 2 – 2022-2023 Action Plan: Increase funding allocated for Activity WA22-03 Tenant Based Rental Assistance (TBRA) by \$56,379.12.

Amendment 3 – 2023-2024 Action Plan: Transfer funding in the amount of \$32,114.14 allocated for Activity WA23-03 Tenant Based Rental Assistance (TBRA) to Activity WA23-01 Short Term Rent Mortgage and Utility Assistance (STRMU).

IT IS RESOLVED, that the proposed amendments to the 2022-2023 and 2023-2024 Housing and Community Development Action Plans as stated above are adopted.

AYES: Councilmembers _____

NAYS: Councilmembers _____

RESOLUTION DECLARED ADOPTED THIS 26th day of November, 2024.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby 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 November 26, 2024.

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: NOVEMBER 7, 2024

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: INCREASE OF AWARD FOR FURNISHING SODIUM HYPOCHLORITE; ITB-W-1096

The Purchasing Department concurs with the Waste Water Treatment Plant Division Head and recommends that City Council increase the award of bid ITB-W-1096, for Furnishing Sodium Hypochlorite, to Alexander Chemical Corporation, 7593 S. First Road, LaPorte, IN 46350, at the same pricing, from an annual amount not to exceed \$52,410.40 to an annual amount not to exceed \$82,440.40 (an increase of \$30,030.00).

On February 13, 2024, your honorable body approved an award to the Alexander Chemical Corporation to furnish Sodium Hypochlorite for a one-year period, commencing on February 16, 2024, with an option to extend the award for one additional year.

This request before you today is to increase the annual award for the first year (February 16, 2024 through February 15, 2025) from \$52,410.40 to \$82,440.40 (an increase of \$30,030.00).

The WWTP has estimated that an additional three loads of 4,500 gallons each will be needed through the end of the first year of the agreement and is requesting that the first year award be increased to \$82,440.40 to allow for the estimated additional sodium hypochlorite that is needed.

Sodium hypochlorite is required to meet the effluent discharge quality levels specified in the plant's NPDES operating permit. Sodium hypochlorite is used for odor control.

Funds for this increase are allocated in Waste Water Treatment Plant Chemicals Account: 592-1580-74300.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature:	Date:
Budget Director:		11/18/24
Controller:		11/18/24
Mayor:		11/19/2024

AS-READ BID SUMMARY

City of Warren 1 City Square Warren MI 48093		Product or Service: SODIUM HYPOCHLORITE			BID: ITB-W-1096 Bid Opening Date: 12/13/2023 Department: WWTP	
BIDDER	ITEM A: Cost per Gal for Delivery (2,000 - 2,999) Est. 2 Deliveries @ 2,999 Gallons Each	ITEM B: Cost per Gal for Delivery (3,000 - 3,999) Est. 3 Deliveries @ 3,999 Gallons Each	ITEM C: Cost per Gal for Delivery (4,000 +) Est. 4 Delivery @ 4,000 Gallons Each	ITEM D: Surcharge to Split Load (Est. Qty. 7)	TOTAL ESTIMATED COST based on 17,995 gallon annual estimate	
ALEXANDER CHEMICAL CORPORATION	\$ 3.25	\$ 2.70	\$ 2.43	\$ 75.00	\$	52,410.40
JCI JONES CHEMICALS, INC.	\$ 2.15	\$ 1.95	\$ 1.80	\$ 100.00	\$	36,989.85
PVS NOLWOOD CHEMICALS, INC.	\$ 3.22	\$ 3.14	\$ 3.09	\$ 100.00	\$	57,684.14
UNIVAR SOLUTIONS USA, INC.	NO BID	NO BID	\$ 3.05	NO BID	\$	48,800.00

The total cost for bid comparison purposes is based on two (2) deliveries each for item A (Total of 5,998 gallons) and three (3) deliveries each for item B (Total of 11,997 gallons), along with an estimated quantity of seven (7) split load deliveries.



PUBLIC SERVICE DEPARTMENT
WASTE WATER TREATMENT PLANT
32360 Warkop
Warren, Michigan 48093
(586) 264-2530
www.cityofwarren.org

MEMO TO: Mr. Craig Treppa, Purchasing Agent
Office of the Controller

FROM: Donna Dordeski, P.E.
WWTP Division Head

SUBJECT: Increase of Award for ITB-W-1096, Sodium Hypochlorite (Alexander Chemical Corp.) for the Current Agreement Term Expiring on February 12, 2025.

DATE: 11/7/2024

The existing 1-year agreement term with Alexander Chemical Corporation (ITB-W-1096) for procurement of Sodium Hypochlorite chemical that is being used by the WWTP in wastewater treatment operations, is expiring on February 12, 2025.

Additional funding in the amount of \$30,030 is being requested to be added to the currently approved award amount of \$52,410.40, resulting in an amended award amount of \$82,440.40. This will allow WWTP for procurement of additional amounts of Sodium Hypochlorite product (approximately three (3) additional loads of 4,500 gallons each load) that is expected to be needed for wastewater treatment processing thru the end of the existing agreement term (February 12, 2025).

Please take the steps necessary to seek authorization of the increase of the award for the remainder of the current term (2/13/2024 thru 2/12/2025) in the amount of \$30,030.00, resulting in an amended award amount not to exceed \$82,440.40. The terms and conditions of the existing agreement remain the same.

Funds for the increase of award in the amount of \$30,030.00 for the remainder of the current agreement term expiring on 2/12/2025 are available in the 25 FY Budget, WWTP Account 592-1580-74300.

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

Respectfully,

A handwritten signature in dark ink, appearing to read "Donna Dordeski", written over a horizontal line.

Donna Dordeski, P.E.
WWTP Division Head

DD

cc: David Muzzarelli, Public Service Director

RESOLUTION

Document No: ITB-W-1096

Product or Service: Increase of Award - Sodium Hypochlorite

Requesting Department: Waste Water Treatment Plant (WWTP)

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Electronic bids were accepted, publicly opened and read on December 13, 2023.

The following bids have been received by City Council:

BIDDER:

AMOUNT:

Please see attached bid tabulation

On February 13, 2024, City Council approved an award to Alexander Chemical Corporation, 7593 S. First Road, LaPorte, IN 46350, to Furnish Sodium Hypochlorite for a one year period, commencing on February 16, 2024 in an annual amount not to exceed \$52,410.40. It has been determined by the WWTP Division Head that additional Sodium Hypochlorite will be needed for the current term (February 16, 2024 through February 15, 2025) in the amount not to exceed \$30,030.00. Funds are available in the Waste Water Treatment Plant Chemicals Account: 592-1580-74300.

IT IS RESOLVED, that an increase of award from \$52,410.40, to an amount not to exceed \$82,440.40 (an increase of \$30,030.00) to Alexander Chemical Corporation is hereby accepted by City Council for the annual period commencing on February 16, 2024.

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
- ☐ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

Sonja Buffa
City Clerk



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

www.cityofwarren.org

October 21, 2024

Mindy Moore, Council Secretary

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

Honorable Council Secretary:

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

Attached, please find the appropriate resolution and place on the **November 26, 2024** City Council Meeting.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Muzzarelli".

Dave Muzzarelli, Director
Department of Public Service

Read and Concur,

Approved:

A handwritten signature in blue ink, appearing to read "Diana Sullivan".
City Attorneys Office

Read and Concur,

Approved:

A handwritten signature in purple ink, appearing to read "Lori M. Stone".
Lori M. Stone, Mayor

Cc: Building



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

www.cityofwarren.org

RECEIVED

OCT 21 2024

CITY ATTORNEY'S OFFICE

August 16, 2024

City Attorney

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

7584 Chalmers

13-33-280-011

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

**Interested Parties: Kelly J. Smith
Kimberly S. Lambert
Macomb County Treasurer
Auto Anatomy LLC**

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

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

Please make the appropriate dispositions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dave Muzzarelli".

Dave Muzzarelli
Public Service Director

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

Nuisance Abatement
7584 Chalmers
13-33-280-011

RESOLUTION APPROVING PUBLIC NUISANCE DETERMINATION

A regular meeting of the council of the City of Warren, County of Macomb, Michigan, held on _____ at 7 p.m. Eastern _____ Time, in the council chamber of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and resolution were offered by Council Member

_____ and supported by Council Member _____;

On **May 30, 2024** a hearing was held before the Hearing Officer for the City of Warren to determine whether a nuisance exists in violation of Section 9-165 thru 9-175 of the Warren Code of Ordinances upon the following described property: **7584 Chalmers**

Parcel No. **13-33-280-011**

Known as : **LOT 1017 – PIPER’S VAN DYKE SUBDIVISION NO. 4, according to the plat thereof as recorded in Liber 4 Page 92 of Plats, Macomb County Records.**

The Hearing Officer determined that a public nuisance did in fact exist on the subject Property indicated in violation of the Code of Ordinances, Chapter 9, Article VI, Division 2 to wit:

Warren Code of Ordinances paragraph:

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

Determination: Unfit for human habitation and remains unoccupied.

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

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

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

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

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

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

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

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

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

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

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

AYES: Council Members

NAYS: Council Members

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

Mindy Moore, Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the council of the City of Warren at its meeting held on _____, 2024.

SONJA BUFFA
City Clerk

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

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



COMMUNITY DEVELOPMENT

ONE CITY SQUARE, SUITE 210
WARREN, MI 48093
(586) 574-4686
FAX (586) 574-4685
www.cityofwarren.org

November 8, 2024

Lori M. Stone, Mayor
City of Warren

RE: Request for Proposals: *Real Estate Broker*
Recommendation of Review Panel

Mayor Stone:

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

Tom Bommarito, Community Development Director
Angela Tarasenko, Community Development
Timothy Babinski, Community Development
Mary Michaels, City Attorney or her designee
Rick Fox, City Controller or his designee
Jacqueline Damron, 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 council meeting on Tuesday, November 26, 2024.

Respectfully Submitted,

Tom Bommarito, Director
Community & Economic Development

READ AND CONCUR:

Lori M. Stone, Mayor



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: NOVEMBER 12, 2024
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
FROM: RFP-W-1063 REVIEW PANEL
SUBJECT: REVIEW PANEL RECOMMENDATION TO FURNISH A PAYMENT PORTAL & UTILITY BILLING SYSTEM.

RECOMMENDATION:

The RFP-W-1063 Review Panel unanimously recommends that RFP-W-1063, for furnishing a Payment Portal & Utility Billing System for the City of Warren, be awarded to Point and Pay, LLC, a Delaware Limited Liability Company 250 Stephenson Highway, Troy, Michigan 48063 (PNP), for a two (2) year period, commencing retro-actively on July 1, 2024, in an annual amount not to exceed \$100,000.00, with the option to renew for four (4) additional two (2) year periods, in accordance with the contract provisions.

OVERVIEW:

On November 17th, 2023, the City of Warren solicited electronic proposals via the BidNet® (MITN) System to furnish a payment portal and utility billing system for the City of Warren.

The following features were sought for the payment portal:

- e-Check close-end processing (Account verification);
- Credit card processing;
- Debit card processing;
- IVR (Interactive Voice Recognition);
- ACH (Auto-Pay for Water Only);
- E-mail alerts and confirmations;
- Real time BS&A updating;
- Portal to be mobile adaptable.

In addition, the following capabilities were required for Water Utility and/or Tax Payment Collections:

REQUIREMENT	TAX	WATER UTILITY
Support the conversion and ongoing maintenance for converting customers to paperless billing. Auto communications promoting paperless billing.		X
System must provide customer with confirmation information for any of their enrollment activities.	X	X
Provide customer capability to self-enroll, un-enroll or change enrollment from payment plan types.	X	X
The software must provide Water Bill Presentment capability and payment confirmation feedback.		X
The system should provide capability to issue email notices. If there are any additional cost for this feature, please provide it.	X	X
Auto Pay feature must allow for checking or savings account, credit cards – Visa, MasterCard, Discover, American Express or their debit card payments.		X
All customer payments must post immediately on BS&A Systems	X	X
The final design of the Auto Payment Portal Site must be user approved.	X	X
Allows for user-accounts or one-time guest payments	X	X
Administrative Portal	X	X

REQUEST FOR PROPOSALS PROCESS:

On Wednesday, December 6th, 2023, electronic proposals were publicly opened for RFP-W-1063; to furnish a payment portal and utility billing system.

RFP's were solicited through BidNet® (MITN). Five (5) firms submitted proposals. They were:

- Catalis Payments, LLC.
- Comerica Bank
- PayIt, LLC.
- Point & Pay, LLC.
- Utili, LLC.

The five (5) proposal responses were sent to the review panel members and, subsequently, the review panel met to evaluate the merits of each proposal.

SELECTION:

This City's proposal indicated a preference for payments to "post immediately on BS&A Systems". Catalis Payments, Comerica Bank, and Utili could not offer immediate updates of payments through the BS&A system. In addition, these three (3) companies were higher in service fee costs and/or were unable to provide comparable similar engagements to the City of Warren's volume or structure. Thus, they were not considered for award.

The review panel then focused on the two remaining proposals, PayIt and Point & Pay. Interviews were conducted with both firms on December 8, 2023. After interviews were

concluded, the review panel unanimously agreed that the firm of choice for providing a payment portal & utility billing system should be Point & Pay.

The main feature that separates the two companies is the real-time updates through BS&A.

Listed below are some of the benefits the City will achieve by contracting with Point & Pay:

- Point & Pay provided the lowest qualified proposal that integrates with the BS&A system in real time;
- Point & Pay has a strong Michigan presence and has partnered with many municipalities in the State;
- Point & Pay offers payer account verification for both routing and account information at the time of the transaction;
- Point & Pay's portal is user-friendly and very easy to navigate;
- Reduction of incoming and outgoing call activity on delinquent account collections.
- Point & Pay shall work with the City to develop a marketing campaign to reach out to residents.
- Ability to provide automatic due date notices to Water customers three days in advance of the account's scheduled due date.

Listed below are some of the benefits that customers will experience by contracting with Point & Pay:

- Bill payment savings (no check writing or postage expense);
- Ability to pay with checking account, savings account and credit card payments through a mobile application.
- Receipt of City bills in timely fashion (from 5 days to 2 days);
- User-friendly Auto Registration/Cancellation features (on-line);
- eWallet feature for the web allows customers to pay using Google Pay and Apple Pay.
- Personal Teller Service will be available to residents at no charge;
- Immediate payment postings to BS&A Utility Billing.
- Reminder emails will prevent accounts from going delinquent and being assessed late fees.

COST:

Point and Pay is the City's payment processing vendor for debit and credit cards, e-check transactions, online payments for Building Permits, over the phone water and tax transactions, and point of sale credit and debit card transactions at the City's cashier window. Point and Pay currently charges \$0.50 per e-check transaction, and if paid by a debit or credit card, incur a 2.5%, or \$1.50 processing fee, whichever is greater.

The total costs will be based on user activity, but are estimated not to exceed \$100,000.00 annually with estimates as broken down in the list to follow.

Funds are available in the following Accounts:

Collection of Taxes:	101-1253-80100	\$ 14,000.00
Water Collections:	592-1560-80100	\$ 85,000.00
Permit Collections:	101-1371-80100	<u>\$ 1,000.00</u>
Total:		<u>\$100,000.00</u>

The remit to address for PNP is Point and Pay, LLC, dba Point & Pay, 110 State Street East, Oldsmar, Florida, 33543.

The attached proposed contract has been approved as to form by the Assistant City Attorney, Caitlin Murphy.

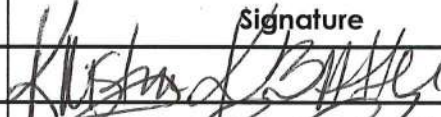

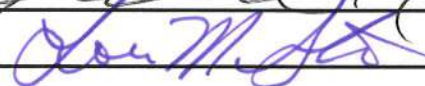
Respectfully Submitted,



Craig Treppa
Purchasing Agent

REVIEW PANEL MEMBERS:

Henry Newnan, City Councilman
Lorie Barnwell, City Treasurer
Katherine Lahey, Deputy Treasurer
Tom Pawelkowski, Water Superintendent
Jacqueline Damron, Acting Human Resources Director
Mark Knapp, Assistant City Controller
Caitlin Murphy, Assistant City Attorney
Craig Treppa, Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/18/2024
Controller:		11/18/24
MAYOR:		11/19/2024

G8. Detail Pricing

Please provide detailed pricing information for the services being provided and include the following;

1. Provide detailed fees for both the City of Warren (provider) and the Warren residents (user).

Payment Method	Payment Channel	Fee Per Transaction	Minimum Fee
Credit/Debit Card	Web/Counter	2.5%	\$1.95
	Call Center	2.5% plus \$2.00	\$3.95
eCheck	Web	\$0.00	-
	Call Center	\$2.00	-

2. Provide any "One Time" Setup fees separately.

Catalis will not charge any one-time setup fees to the City.

3. Are there licensing fees?

Catalis will not charge any licensing fees to the City.

4. Provide any maintenance or support fees separately.

Catalis will not charge any maintenance or support fees to the City.

5. Are training costs included in your proposed fees?

Catalis will not charge any training fees to the City.

6. Are there fees associated with marketing your services to the City residents?

Catalis will not charge any marketing fees to the City.

7. Are there fees for sending email notifications?

Catalis will not charge any email notification fees to the City.



City Of Warren
12/6/2023

Service Description	Proposed Volume	Proposed Price	Proposed Total Fee	
ACCOUNT SERVICES				
AUTOMATED CLEARING HOUSE (ACH)				
ACH ITEMS ORIGINATED	25,624	0.0950	2,434.28	A
ACH RETURNED ITEM	0	5.2500	0.00	A
ACH NOTIFICATION OF CHANGE	0	5.2500	0.00	A
Subtotal - Automated clearing house (ach)			2,434.28	
ELECTRONIC BILL PAYMENT (EBP)				
EASY PAY - IVR-VRU BILL	3,510	.52500000	1,842.75	A
EASY PAY - TOLL-FREE USAGE FEE	5,265	.06300000	331.70	A
EASY PAY CREDIT CARD CHARGEBACK FEE	100	1.80000000	180.00	A
EASY PAY VIEW INVOICE ONLINE - PDF	0	.02100000	0.00	A
EASY PAY PROFESSIONAL MONTHLY MAINT	1	184.0000	184.00	A
EASY PAY ENTITY MONTHLY MAINTENANCE	4	105.0000	420.00	A
EASY PAY IVR MONTHLY MAINTENANCE	1	158.0000	158.00	A
EASY PAY CHATBOT MONTHLY MAINT	0	75.0000	0.00	A
EASY PAY NEW BILL NOTIFICATION	0	.06000000	0.00	A
EASY PAY WEB TRANSACTION	30,362	.4200	12,752.04	A
EASY PAY ACCOUNT VALIDATION (ACH)	1,281	.24000000	307.44	A
EASY PAY CREDIT CARD PAYMENT	4,738	.05250000	248.75	A
Subtotal - Electronic Bill Payment (EBP)			16,424.67	
Total Analyzed Fees			18,858.95	
ONE TIME SETUP FEE				
EASY PAY PROFESSIONAL SETUP FEE	1	300.0000	300.00	A
EASY PAY ENTITY SETUP FEE	4	125.0000	500.00	A
EASY PAY IVR SETUP FEE	1	800.0000	800.00	A
Subtotal - One Time Setup Fee			1,600.00	

MERCHANT SERVICES PROCESSING

Description	Fee
Processing costs/ Flat Rate	2.90% + \$0.30
Interchange	Included in the above rate
PCI/Safer Payments	Included
Chargeback	\$30 per occurrence

12/5/2023



Online Statements	Included through IQ, our online reporting tool. Also includes a chargeback module at no charge.
Equipment Ingenico Desk 3500 see attached flyer	\$450 each
Convenience fee	Must be a Flat Fee and cannot be more than what you are charged. Normally this is set at \$5-10.
Surcharge	This can be a percentage of the transaction. This year, the rate was changed to not more than 3%. This can be charged on all transactions except Debit and Prepaid. It cannot be more than what you are charged.

NOTES

- a) Assumes existing client Commercial Checking Account fees apply
- b) Volume calculation retrieved from City Of Warren RFP
- c) The volume assumptions for departments were based on statistical information provided by the City of Warren RFP
 - 86.5% ACH transactions. 13.5% Debit /Credit Card transactions
 - 90% Web paid and 10% IVR paid

This Fee Schedule applies to the outlined services and/or features for which the customer named on this Proforma and Comerica Bank have executed an Implementation Agreement and/or separate agreement. The Proforma is valid for 90 calendar days from the date on this document and is contingent upon the customer's consent to implement. If the outlined services are not implemented within 90 calendar days from the date on this document, Comerica Bank reserves the right to provide a new Proforma for the outlined services. Upon implementation, the Proforma will be effective for the outlined services for the period of one calendar year after which Comerica Bank, upon providing a minimum of 30 calendar days advance notice, reserves the right to revise the Proforma. Additional fees may apply based either on actual account activity or when adding new services to an existing Implementation Agreement and/or separate agreement. Earnings credit and respective rates are governed by the terms and conditions listed in the Comerica Bank Business and Personal Deposit Account Contract.

- **Distribution** – Reports can be automatically distributed to predefined user groups via email at regular intervals, such as daily, weekly, or monthly.

Beyond daily department/service transaction reports, PayIt is flexible to offer additional reporting based on the transaction and user behavior data tracked by the platform. During the implementation process, we will work with each agency to create the ideal reporting structures.

Additional reports may include:

- Daily settlement report - daily record of monies settled to agency
- Chargeback report
- Monthly roll-up
- Additional reports as identified and configured during the implementation process.
- Reconciliation reports
- Transaction fee reports
- eBilling enrollments, campaign emails sent and received, or enrollment changes

G8. Detail Pricing

1. Provide detailed fees for both the City of Warren (provider) and the Warren residents (user).

PayIt's cost structure is designed to deliver a high-value solution that drives revenue capture growth at little to no cost to the City. Our solution is funded entirely by the small service fees assessed to each transaction processed on the platform. With this funding model, there are no additional costs associated with implementing, developing, deploying, configuring, or maintaining the solution.

To this end, the below proposed transaction fees is our "all in" cost:

- **Card fees** (assessed to resident): 2.69%
- **ACH/eCheck fees** (assessed to City): \$0.50

2. Provide any "One Time" Setup fees separately.

There are no "one time" setup costs for the City.

3. Are there licensing fees?

No, there are no licensing fees.

4. Provide any maintenance or support fees separately.

There are no additional maintenance or support fees.



5. Are training costs included in your proposed fees?

Yes, all training costs are included in the proposed fees.

6. Are there fees associated with marketing your services to the City residents?

No, there are no fees associated with marketing services.

7. Are there fees for sending email notifications?

No, there are no fees associated with email notifications.

G8. DETAIL PRICING


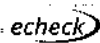

Please provide detailed pricing information for the services being provided and include the following:

1. Provide detailed fees for both the City of Warren (provider) and the Warren residents (user).
2. Provide any "One Time" Setup fees separately.
3. Are there licensing fees?
4. Provide any maintenance or support fees separately.
5. Are training costs included in your proposed fees?
6. Are there fees associated with Marketing your services to the City residents?
7. Are there fees for sending email notifications?

Point & Pay proposes the following pricing information. All other costs, including those in Items 2 - 7 above do not apply. We hope the evaluation team will note that our proposal includes no costs for:

- ✓ Support and maintenance of SaaS products
- ✓ Electronic Billing
- ✓ Reporting and administrative access
- ✓ MIDs or accounts on file
- ✓ PCI compliance fees
- ✓ Reversals, returns, voids, or chargebacks
- ✓ Training and associated documentation

CONVENIENCE FEE SCHEDULE

TRANSACTION METHOD	FEE PER TRANSACTION
CREDIT / DEBIT CARDS 	2.5%, with a \$1.50 minimum
ELECTRONIC CHECKS 	\$0.85 (standard) \$3.00 (validated)
APPLE PAY / GOOGLE PAY 	2.5%, with a \$1.50 minimum

ABSORBED FEE SCHEDULE

TRANSACTION METHOD	FEE PER TRANSACTION
ELECTRONIC CHECKS 	\$0.25 (standard) \$0.50 (validated)

G8. DETAIL PRICING

Please provide detailed pricing information for the services being provided and include the following:

1. Provide detailed fees for both the City of Warren (provider) and the Warren residents (user).

For City of Warren Residents	
DESCRIPTION	Unit Rate
E-Check close end processing/account verification	\$ 0.25
Credit Card	\$ 0.40
Debit Card	\$ 0.40
ACH (Auto-pay for Water only)	\$ 0.20
Processing via ApplePay/Google Pay	\$ 0.25
Chargebacks Debit/Credit Card	\$ 10.00
ACH Returns	\$ 3.50
Unauthorized E-Check Return Fees	\$ 20.00
Authorization & Settlement	\$ 0.05
Next day Wire	\$ 120.00
Per Tokenization	\$ 0.05

For City of Warren	
DESCRIPTION	Unit Rate
Text to Pay	\$ 0.33
IVR (for every 5 minutes)	\$ 0.30

2. Provide any "One Time" Setup fees separately.

Ans: We are not proposing "One Time" Setup fees separately.

3. Are there licensing fees?

Ans: Please refer below table for Monthly SaaS fees:

Product	Unit Rate
TilliCX Monthly SaaS Fee	\$ 7,500.00
Nudge Monthly SaaS Fee	\$ 2,500.00
Monay Monthly SaaS Fee	\$ 2,500.00
IVR Monthly SaaS Fee	\$ 2,500.00

4. Provide any maintenance or support fees separately.

Ans: Maintenance and support fees included in the Monthly SaaS fee.

5. Are training costs included in your proposed fees?

Ans: Yes, Training costs are included in the proposed fees.

6. Are there fees associated with marketing your services to the City residents?

Ans: City residents are not charged any fee associated with marketing of our services.

7. Are there fees for sending email notifications?

Ans: City will be charged \$0.02 towards every Email notification.

Additional Offerings

DESCRIPTON	Enterprise
SMS	\$ 0.06
WhatsApp - Marketing	\$ 0.04
WhatsApp - Non Marketing	\$ 0.03
Push Notifications	\$ 0.01
Print Composition	\$ 0.01
Enrollments/Surveys (Only for responses)	\$ 0.01
Enhanced Data Storage Per Notification Per Month	\$ 0.01
Enhanced Data Storage Per Bill PDF Per Month	\$ 0.01
Payment Link	\$ 0.01

Optional Add on Fees (for Payment Processing)

DESCRIPTON	Enterprise
Card Account Updater	\$ 0.18

RESOLUTION

Document No: RFP-W-1063

Product or Service: Payment Portal & Utility Billing System

Requesting Department: Various

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Electronic Request for Proposals were accepted, publicly opened and read on December 6, 2023 at 1 p.m.

The following proposals have been received by City Council:

PROPOSER:

AMOUNT:

- Catalis Payments, LLC.
- Comerica Bank
- PayIt, LLC.
- Point & Pay, LLC.
- Utili, LLC.

The review panel has recommended Point and Pay, LLC, a Delaware Limited Liability Company 250 Stephenson Highway, Troy, Michigan 48083, in accordance with RFP-W-1063, for an initial two (2) year term, with the option to extend the award for four

(4) additional two (2) year periods, with mutual consent of both parties, in accordance with the contract provisions, and subject to approval of City Council.

Based upon its proposal, it has been determined that Point & Pay possesses the best combination of professional and technical skills related to experience, and demonstrated responsibility.

Funds are available in the following Accounts:

Collection of Taxes:	101-1253-80100	\$ 14,000.00
Water Collections:	592-1560-80100	\$ 85,000.00
Permit Collections:	101-1371-80100	<u>\$ 1,000.00</u>
Total:		<u>\$100,000.00</u>

IT IS RESOLVED, that the proposal of Point & Pay is hereby accepted by City Council for an initial two (2) year term, at a total cost not to exceed \$100,000.00 annually, with the option to extend the award for four (4) additional two (2) year periods, with mutual consent of both parties, in accordance with the contract provisions, and subject to approval of City Council.

IT IS FURTHER RESOLVED, that the awarded vendor shall commence retroactively on July 1, 2024.

IT IS FURTHER RESOLVED, that the remit to address is Point and Pay, LLC, dba Point & Pay, 110 State Street East, Oldsmar, Florida, 33543.

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:

☒ Proposal Documents
☒ Contract
☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

Sonja Buffa
City Clerk

PAYMENT PORTAL, UTILITY BILLING, AND ELECTRONIC PAYMENT PROCESSING SERVICE AGREEMENT

This Payment Portal, Utility Billing, and Electronic Payment Processing Service Agreement (Agreement) is between the City of Warren, a municipal corporation with its primary office located at One City Square, Warren, MI 48093 (the City) and Point and Pay, LLC, a Delaware Limited Liability Company with its principal place of business located at 250 Stephenson Highway, Troy, Michigan 48083 (PNP) (collectively, the Parties).

RECITALS:

The City desires to engage a software development company to provide payment solutions for the City's utility billing and electronic payment processing service.

PNP is a professional software development company that has the expertise, equipment, licenses, and authorizations to provide the required services.

The City put out a request for a proposal as required by Warren City Ordinances. (RFP-W-1063).

PNP submitted a proposal to the City with services and proposed fees. (Proposal).

At the November 26, 2024, Warren City Council meeting, the City Council awarded the bid to PNP and authorized the Mayor and the Clerk to sign this Agreement. (City Council Resolution).

THE PARTIES THEREFORE AGREE AS FOLLOWS:

ARTICLE 1: CONTRACT DOCUMENTS

- (A) Contract documents.** The following documents are incorporated by reference into this Agreement: RFP-W- 1063 (RFP) and the Proposal. The RFP and the Proposal are available at the City's Purchasing Department.
- (B) Document conflicts.** If there is a conflict between this Agreement, the RFP, and/or the Proposal, the following order of priority applies: this Agreement, the RFP, then the Proposal.

ARTICLE 2: SERVICES AND PAYMENT

- (A) Payment Portal.** PNP shall provide the City, its property owners, business owners, residents, and other similarly situated parties (system users) with a payment portal for both Water Utility and Tax Payment collections, as outlined in the RFP (including real-time BS&A updating).
- (B) Mobile wallet payment service.** PNP shall provide system users with a fully functional Google Pay mobile wallet payment service within sixty days and Paypal mobile wallet services within one year. PNP shall make all reasonable efforts to provide system users with a fully functional Samsung Pay mobile wallet within 18 months.
- (C) E-check verification services.** PNP shall reduce e-check verification errors to no more than 20 per month.
- (D) Support services.** PNP shall send a personalized response, including a proposed solution to a system user service ticket within 48 hours of the report. For each day a system user does not receive a response (beyond 48 hours), PNP shall pay the City \$500 in liquidated damages.
- (E) Payment.** PNP may charge the payor a per payment transaction fee as detailed in its Proposal. PNP shall not charge system users (including the City) any other fees, including for troubleshooting support services.
- (F) ACH transaction fees.** PNP shall pay all ACH transaction fees. The City shall reimburse PNP for ACH transactions fees up to \$100,000 per year. To receive reimbursement, PNP shall submit a quarterly invoice to the City, detailing the transactions.
- (G) Standard updates.** PNP shall provide users with all industry standard technology upgrades and updates as they become available.
- (H) Security.** PNP shall use all industry standard methods to ensure that user and City data is kept secure and confidential. Within 8 hours of becoming aware of a data breach, PNP shall notify the City by email of all known details of the breach. PNP shall continue to update the City as more information becomes available.

ARTICLE 3: TIMING.

- (A) Term.** The contract term begins on July 1, 2024, and ends on June 30, 2026, with an option to extend for four additional two-year terms.
- (B) Termination.** If the City provides PNP at least seven days written notice, the City may terminate or suspend this Agreement at any time.

If the Agreement is terminated for any reason, PNP shall provide the City with all documents and information (in usable form) associated with the contractual services within 10 days of the termination notice or expiration.

ARTICLE 4: NOTICES AND POINT OF CONTACT

(A) Notices. A party shall send notices relating to this Agreement to the other party at the following addresses:

CITY OF WARREN	PNP, LLC
City of Warren	Keven C. Connell
Attn: Purchasing Division	President
One City Square, Suite 425	110 State Street East, Suite D
Warren, MI 48093-5289	Oldsmar, Florida 34677
(586)-574-4639	
ctreppa@cityofwarren.org	

A party may change its address by providing a new address to the other party. A change of address is effective seven days after the party changing its address sends notice of the new address.

(B) Designee. The City's point of contact is Lorie Barnwell, City Treasurer. PNP's project point of contact is Richard Malone, CPP-Account/Relationship Manager.

ARTICLE 5: MISCELLANEOUS

- (A) Relationship.** The relationship between the signatories is limited to performance of this Agreement. PNP is an independent contractor. The Agreement does not create a fiduciary or agency relationship, partnership, or a joint venture between the PNP and the City.
- (B) Data Ownership.** The City owns all system user data. Upon authorized written request, PNP shall provide the City with requested data in a usable format.
- (C) Laws and regulations.** PNP, its subcontractors, and its employees shall comply with all applicable Federal, State, and Local laws and regulations.
- (D) Insurance.** The Contractor shall maintain a comprehensive general liability insurance as outlined in the RFP, including \$10,000,000 in Technology Error and Omissions coverage.
- (E) Entire agreement.** This Agreement with its incorporated documents is the only agreement between the City and the PNP relating to electronic payment and paperless billing services. Any existing agreement(s) between PNP and City are terminated.

- (F) **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 this Agreement.
- (G) **Forum Selection.** Disputes arising out of this Agreement shall be litigated in the State court having jurisdiction over Macomb County, Michigan.
- (H) **Amendment.** In order to be effective, any mutually agreed on amendment to this Agreement shall be in writing signed by the Parties.
- (I) **Due authorization.** PNP represents and acknowledges that the person signing this Agreement on its behalf is duly authorized to do so.
- (J) **Non-Exclusivity.** The City may contract with other individuals or entities to provide similar or identical services.
- (K) **Assignment.** PNP shall not assign or transfer this Agreement to any other individual or entity without the City's written permission.
- (L) **Successors and assigns.** This Agreement applies to the signatories' successors, assigns, and affiliated entities.
- (M) **Title VI Anti-Discrimination.** PNP shall comply with the requirements listed in the Title VI language contained in the RFP.
- (N) **Conflict of interest.** PNP shall not engage in any activity that could reasonably be considered a conflict of interest.
- (O) **Indemnity.** To the extent permitted by law, including but not limited to MCL 691.991, PNP shall indemnify the City, its officers, employees, agents, and boards and commissions from and against any claim of liability; penalties; damages; attorney fees; professional advisors' fees; settlements; or other fees or expenses arising from or in connection with any services provided under the terms of this Agreement. PNP shall provide the Warren City Attorney's Office with all documents filed in any proceeding related to this Agreement in which any of the above-listed people or entities are named. This provision continues after the termination or expiration of this Agreement.
- (P) **Severability.** If a provision in the Agreement is held to be invalid, the remaining provisions of the Agreement remain in full force and effect.

[The remainder of this page is intentionally left blank]

POINT AND PAY

Date: _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2024 by Kevin C. Connell, its President, as authorized by POINT AND PAY.

Notary Public
County of Macomb,
State of Michigan
My commission expires:

Acting in the County of Macomb

M-Files - 106069

CITY OF WARREN

By: LORI M. STONE, MAYOR

By: SONJA BUFFA, CITY CLERK

Date: _____

Date: _____

STATE OF MICHIGAN)
) ss.

COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2024 by LORI M. STONE, MAYOR, and SONJA BUFFA, CITY CLERK as authorized by the CITY OF WARREN.

Notary Public
County of Macomb,
State of Michigan
My commission expires:

Acting in the County of Macomb

WARREN LEGAL DEPARTMENT
APPROVED AS TO FORM

By: _____

Name: _____

Date: _____

DATE: NOVEMBER 12, 2024
TO: SECRETARY, WARREN CITY COUNCIL
SUBJECT: RESCIND SOL-W-0627; HEIL PACKER PARTS & SERVICE

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that City Council Rescind the award of SOL-W-0627; Furnishing Heil Packer Parts & Services from MacQueen, 1125 7th Street East, St. Paul, MN 55106, in the amount of \$204,412.33.

On March 8, 2022 City Council awarded a three (3) year period, in an annual amount not to exceed \$150,000.00 to MacQueen for furnishing Heil Packer parts and service. On January 10, 2023 City Council approved the annual amount not to exceed \$250,000.00.

The City was informed on July 18, 2024 that MacQueen was no longer the manufacturer's dealer for Heil Packer Parts & Service.

Thus, the recommendation before you today is to rescind the award from MacQueen, effective October 1, 2024, in the amount of \$204,412.33 that was not spent.

Funds for this service were allocated in the following Account: 101-1442-86300

Respectfully Submitted,

Read and Concur,



Shanah Turner
Assistant Buyer



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/18/24
Controller:		11/18/24
MAYOR:		11/19/2024

DATE: November 4, 2024

TO: Craig Treppa, Purchasing Agent

FROM: Scott Raedel, Superintendent, Division of Public Works

RE: Rescind Sole Source Macqueen Bid #ITB-W-0627

Craig,

It has come to the attention of the Fleet Maintenance department that Macqueen Equipment LLC, our sole source provider for Heil parts and service, has lost their manufacturers dealer certification. This has made it extremely difficult to procure parts in a timely and cost effective manner. Heil is the manufacture of the majority of the Sanitation Departments truck bodies, currently owning 26 trucks with Heil bodies. These trucks are vital to the city's daily operation of collecting refuse from the city residents.

I would like to rescind Macqueen's bid #ITB-W-0627 amount not spent of \$204,412.33 of the awarded \$250,000 for the period of 5/13/24-5/12/25.

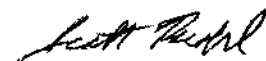
I will be available for any questions you or City Council may have in regards to this request. I can be reached at 586-759-9291 or rgalorneau@cityofwarren.org.

Sincerely,



Russel Galorneau
Associate Manager
Fleet Maintenance Garage

Read and Concur,



Scott Raedel
Superintendent
Division of Public Works

RESOLUTION

Document No: SOL-W-0627 Rescind of Award
Product or Service: Heil Packer Parts & Service
Requesting Department: Department of Public Works

At a Regular Meeting of the City Council of the City of Warren, County of Macomb,
Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council
Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember
_____ and supported by Councilmember _____.

Upon performing a diligent inquiry, the Department of Public Works
Superintendent has determined that it is necessary in the interests of the City, to
request to have the award to furnish Heil Packer Parts and Service rescinded.

On March 8, 2022 City Council awarded a three (3) year period, in an annual
amount not to exceed \$150,000.00 to MacQueen, 1125 7th Street East, St. Paul, MN
55106. On January 10, 2023 City Council approved the annual amount not to exceed
\$250,000.00.

MacQueen is no longer the manufacturer's dealer for Heil Packer Parts and
Service in the State of Michigan.

The Purchasing Agent has conducted a review and concurs with department's
recommendation.

Funds were allocated from Account: 101-1442-86300.

IT IS RESOLVED, that the award to the MacQueen is hereby rescinded by City Council in the amount of \$204,412.33 that was not spent, effective October 1, 2024.

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

☐ Contract
☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on
_____, 2024.

Sonja Buffa
City Clerk



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: OCTOBER 28, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: FILE STA-W-1364 - PURCHASE OF VERIZON IPADS, CASES, AND DATA SERVICE
UTILIZING STATE OF MICHIGAN MIDEAL CONTRACT #MA240000000033

The Purchasing Division, in conjunction with the Public Service Department and I.S. Department, recommends that City Council award the purchase of the equipment listed below, along with 5G Unlimited Plans to Cellco Partnership, dba Verizon Wireless, 2855 Oak Industrial Drive NE, Grand Rapids, MI 49505, utilizing the State of Michigan MIDEAL Contract #MA240000000033, for a five (5) year period, commencing on December 1, 2024

PROPERTY MAINTENANCE				
PLAN DESCRIPTION	QTY	PER UNIT MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
Govt 5G Tablet Unlimited Plan	23	\$ 20.00	\$ 460.00	\$ 5,520.00
IBM Maas360 Essentials	23	\$ 2.25	\$ 51.75	\$ 621.00
Estimated Fees (Admin, Surcharges, etc.)	23	\$ 5.00	\$ 115.00	\$ 1,380.00
Contingency	LOT			\$ 1,000.00
Subtotal:				\$ 8,521.00

INITIAL EQUIPMENT	QTY	UNIT COST	UNIT CREDIT	ONE-TIME COST
iPad 10th Gen 256GB (MQ6T3LL/A)	23	\$ 649.99	(\$310.00)	\$ 7,819.77
Otterbox Case	23	\$ 89.99	(\$27.00)	\$ 1,448.77
Subtotal:				\$ 9,268.54

NOT TO EXCEED TOTALS	
TOTAL YEAR ONE:	\$ 17,789.54
TOTAL YEAR TWO:	\$ 8,521.00
TOTAL YEAR THREE:	\$ 8,521.00
TOTAL YEAR FOUR:	\$ 8,521.00
TOTAL YEAR FIVE:	\$ 8,521.00

GRAND TOTAL (5 Years):	\$ 51,873.54
------------------------	--------------

The Public Service Director is seeking to furnish iPads for the Property Maintenance Inspectors, which will allow them to work solely in the field resulting in a more efficient operation. These devices will be pre-loaded with all the necessary software and code books needed to perform their jobs effectively.

Currently, multiple inspectors are sharing one iPad at the start and end of each shift. Increasing the number of iPads for the inspectors will result in a more streamlined process for the department.

The City obtained quotes from T-Mobile and Verizon utilizing their cooperative contracts that they offer. The City will save approximately \$3,700.00 the first year and approximately \$2,622.00 annually for years two (2) through five (5). In addition, the City is utilizing Verizon for the majority of its iPad and cellular/data service needs and there have been no issues with Verizon's service and reliability.

Annual costs for this service may fluctuate slightly over the five-year period based on the need to purchase additional phones that may be distributed to staff, or by monthly cellular service fee increases. Thus, the City is seeking approval for a \$1,000.00 per year to cover the cost of additional equipment and the possibility of price fluctuations.

If approved by your honorable body, this agreement will commence on December 1, 2024.

Funds are available in the following Accounts:

YEAR 1	101-1422-98400	\$17,168.54	-	101-1294-82602	\$621.00
YEAR 2	101-1442-85300	\$ 7,900.00	-	101-1294-82602	\$621.00
YEAR 3	101-1442-85300	\$ 7,900.00	-	101-1294-82602	\$621.00
YEAR 4	101-1442-85300	\$ 7,900.00	-	101-1294-82602	\$621.00
YEAR 5	101-1442-85300	\$ 7,900.00	-	101-1294-82602	\$621.00

Respectfully Submitted,



Craig Treppa
Purchasing Agent

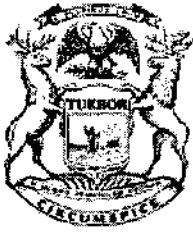


Dave Muzzarelli
Public Service Director



Shumon Hakim
I.S. Manager

Approved By:	Signature	Date
Budget Director:		11/18/2024
Controller:		11/18/2024
MAYOR:		11/19/2024



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 **1**

to

Contract Number **MA240000000033**

CONTRACTOR	CELLCO PARTNERSHIP
	2855 Oak Industrial Dr. NE
	Grand Rapids MI 49505
	Heather Ruckman
	989-996-0795
	heather.ruckman@verizonwireless.com
	CV0007142

STATE	Program Manager	Robert McFadden	DTMB
		(517) 898-5505	
		McFaddenR@michigan.gov	
	Contract Administrator	Lauren Stempek	
		(517) 243-4008	
		StempekL@Michigan.gov	

CONTRACT SUMMARY

Cellular Services - Statewide

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2024	August 11, 2028	5 - 12 Months	August 11, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		3 Business Days (In-Stock Products)	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

n/a

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$100,000,000.00	\$0.00	\$100,000,000.00		

DESCRIPTION

Effective 10/04/2024, this contract is updated to include additional price plans, see list below and attached Schedule B, Pricing:

- 5G UWB Jetpack – MiFi Unlimited Plans
- 5G UWB Unlimited Tablet Plans
- 5G UWB Unlimited Connected Laptop Plans
- 5G Public Sector 2nd Number Smartphone Backup Plans

Please note that the Program Manager for the State has been updated to Robert McFadden.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

10/25/2024

Verizon

Mark Stengel
Senior Government Account Manager
1 Towne Square
Southfield, MI 48076
586.419.4319

City of Warren

State of Michigan MiDeal Contract 240000000033

OneTime Offer pricing is valid through 11/22/24

Equipment

<u>#</u>	<u>Equipment Option</u>	<u>Retail Price</u>	<u>Non-Standard Price</u>	<u>Total Price</u>
23	iPad 10 th Gen 256GB (MQ6T3LL/A)	\$649.99 each	\$339.99 each	\$7,819.77
23	Otterbox Defender Case	\$89.99 each	\$62.99 each	\$1,448.77

Equipment Cost	\$9,268.54
-----------------------	-------------------

Monthly Price Plan

<u>#</u>	<u>Rate Plan</u>	<u>Monthly Price each</u>	<u>Monthly Extended</u>
23	Govt 5G Tablet Unlimited Plan	\$20	\$460.00
23	IBM Maas360 Essentials (monthly)	\$2.25	\$51.75

Monthly Price Plan Cost	\$511.75
--------------------------------	-----------------

RESOLUTION

Document No: STA-W-1364
Product or Service: iPads and Data Services
Requesting Department: Public Service

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Public Service Director has determined that it is necessary in the interests of the Property Maintenance Division, and the City, to utilize Cellco Partnership, dba Verizon Wireless, 2855 Oak Industrial Drive NE, Grand Rapids, MI 49505 for the purchase of iPads, Cases, and Data Service, utilizing the State of Michigan MiDeal Contract MA240000000033, for a five-year period commencing on December 1, 2024 at the not to exceed pricing listed in the table below.

PROPERTY MAINTENANCE				
PLAN DESCRIPTION	QTY	PER UNIT MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
Govt 5G Tablet Unlimited Plan	23	\$ 20.00	\$ 460.00	\$ 5,520.00
IBM Maas360 Essentials	23	\$ 2.25	\$ 51.75	\$ 621.00
Estimated Fees (Admin, Surcharges, etc.)	23	\$ 5.00	\$ 115.00	\$ 1,380.00
Contingency	LOT			\$ 1,000.00
Subtotal:				\$ 8,521.00

INITIAL EQUIPMENT	QTY	UNIT COST	UNIT CREDIT	ONE-TIME COST
iPad 10th Gen 256GB (MQ6T3LL/A)	23	\$ 649.99	(\$310.00)	\$ 7,819.77
Otterbox Case	23	\$ 89.99	(\$27.00)	\$ 1,448.77
Subtotal:				\$ 9,268.54

NOT TO EXCEED TOTALS	
YEAR ONE:	\$ 17,789.54
YEAR TWO:	\$ 8,521.00
YEAR THREE:	\$ 8,521.00
YEAR FOUR:	\$ 8,521.00
YEAR FIVE:	\$ 8,521.00
GRAND TOTAL (5 Years):	\$ 51,873.54

Annual costs for this service may fluctuate slightly over the five-year period based on the need to purchase additional phones that may be distributed to staff, or by monthly cellular service fee increases. Thus, the City is has included a \$1,000.00 contingency amount per year to cover the cost of additional equipment and fluctuating prices.

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

RESOLUTION

Document No: STA-W-1364
Product or Service: iPads and Data Services
Requesting Department: Public Service

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Public Service Director has determined that it is necessary in the interests of the Property Maintenance Division, and the City, to utilize Cellco Partnership, dba Verizon Wireless, 2855 Oak Industrial Drive NE, Grand Rapids, MI 49505 for the purchase of iPads, Cases, and Data Service, utilizing the State of Michigan MDeal Contract MA240000000033, for a five-year period commencing on December 1, 2024 at the not to exceed pricing listed in the table below.

PROPERTY MAINTENANCE				
PLAN DESCRIPTION	QTY	PER UNIT MONTHLY COST	TOTAL MONTHLY COST	ANNUAL COST
Govt 5G Tablet Unlimited Plan	23	\$ 20.00	\$ 460.00	\$ 5,520.00
IBM Maas360 Essentials	23	\$ 2.25	\$ 51.75	\$ 621.00
Estimated Fees (Admin, Surcharges, etc.)	23	\$ 5.00	\$ 115.00	\$ 1,380.00
Contingency	LOT			\$ 1,000.00
Subtotal:				\$ 8,521.00

INITIAL EQUIPMENT	QTY	UNIT COST	UNIT CREDIT	ONE-TIME COST
iPad 10th Gen 256GB (MQ6T3LL/A)	23	\$ 649.99	(\$310.00)	\$ 7,819.77
Otterbox Case	23	\$ 89.99	(\$27.00)	\$ 1,448.77
Subtotal:				\$ 9,268.54

NOT TO EXCEED TOTALS	
YEAR ONE:	\$ 17,789.54
YEAR TWO:	\$ 8,521.00
YEAR THREE:	\$ 8,521.00
YEAR FOUR:	\$ 8,521.00
YEAR FIVE:	\$ 8,521.00
GRAND TOTAL (5 Years):	\$ 51,873.54

Annual costs for this service may fluctuate slightly over the five-year period based on the need to purchase additional phones that may be distributed to staff, or by monthly cellular service fee increases. Thus, the City is has included a \$1,000.00 contingency amount per year to cover the cost of additional equipment and fluctuating prices.

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

Funds are available in the Accounts listed below.

YEAR 1	12/1/24 – 11/30/25	101-1422-98400	\$17,168.54	-	101-1294-82602	\$621.00
YEAR 2	12/1/25 – 11/30/26	101-1422-85300	\$ 7,900.00	-	101-1294-82602	\$621.00
YEAR 3	12/1/26 – 11/30/27	101-1422-85300	\$ 7,900.00	-	101-1294-82602	\$621.00
YEAR 4	12/1/27 – 11/30/28	101-1422-85300	\$ 7,900.00	-	101-1294-82602	\$621.00
YEAR 5	12/1/28 – 11/30/29	101-1422-85300	\$ 7,900.00	-	101-1294-82602	\$621.00

IT IS RESOLVED, that the cooperative purchase through the State of Michigan MiDeal Contract #MA240000000033, is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that payment will be made to the following Verizon Wireless address; PO Box 15062, Albany, NY 12212-5062.

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:

☒ Cooperative Bid Document
☐ Contract
☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

Sonja Buffa
City Clerk



November 18, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

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

Re: Proposed Resolution to Approve Assignment of Purchase Agreement for Sale of Eleven Tax-Reverted Properties at Parcel Nos. 13-03-106-012 through 015; 13-03-107-001 through 004 and 13-03-107-025 through 027 to Coast to Coast USA, LLC

Dear Council Secretary Moore:

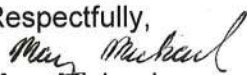
Attached please find a proposed resolution to assign the agreement to sell 11 vacant, tax-reverted properties from David Dimeck to Coast to Coast USA, LLC.

On June 23, 2020, the City entered into an agreement with David Dimeck to sell 11 vacant tax-reverted properties for the development of eight new single-family residential dwellings. The sale included conditions such as reservation of green space, utility and construction easements, owner-occupancy commitments, and right-of-way vacations as needed for the development.

The buyer's agent Glenn Eckert, Select Business Agency, LLC, pursued alley, right of way and easement vacations in the development area, but the buyer is no longer interested in purchasing the property. Mr. Eckert is requesting the City approve an assignment of the agreement to Coast to Coast USA, LLC. The new buyer is willing to proceed with the development, and will accept the terms established at the Council meeting on January 23, 2024, including no short term rentals for a period less than 12 months, public access to the adjacent park, six-month marketing for owner-occupancy, and two-year home ownership commitment.

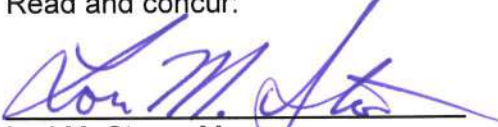
If acceptable, the due diligence period would be extended by six months following the assignment. The resolution also formalizes the City's authorization of buyer's attorney to file the plat amendment action in Macomb County Circuit Court, at buyer's expense. Mr. Eckert made a record of this action during the plat vacation on August 27, 2024. The resolution and assignment memorialize Council's approval of the action on behalf of the City as current owner.

If acceptable, please forward the resolution and corresponding documents to Council for consideration on Tuesday, November 24, 2024.

Respectfully,

Mary Michaels
Acting City Attorney

cc: Glenn Eckert, Agent for Purchaser
Lisa Okasinski, Attorney for Coast to Coast USA, LLC
Tom Bommarito, Economic Development Director
Ronald Wuerth, Planning Director

Read and concur:


Lori M. Stone, Mayor

**RESOLUTION AUTHORIZING ASSIGNMENT OF AND ADDENDUM TO REAL
ESTATE PURCHASE AGREEMENT AND AUTHORIZING FILING OF COMPLAINT
FOR PLAT VACATION**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on November 24, 2024, at 7:00 p.m. Eastern Daylight Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

Present: Councilpersons _____

Absent: Councilpersons _____

The City is the owner of 11 tax-reverted properties, in the area of Ruehle and Linderman, in the City of Warren, Michigan, described in Attachment A (collectively, "the Property").

On February 25, 2020, the City authorized the sale of the Property to David Dimeck for the purpose of constructing eight new residential dwellings.

The sale included several conditions, including an agreement to sell the homes to an owner-occupant who will occupy the home for at least two years, and to complete roadway vacations. The development would also include be subject to reservation of utility and construction easements, restriction against marihuana growth or cultivation, and public access to or from a public park.

On August 27, 2024, Council approved the vacation of the plat, roads, easements and alleys that exist in the development area. To complete the vacation, the buyer must file an action in Macomb County Circuit Court.

The buyer is no longer interested and has requested that the City assign the Agreement to Coast to Coast USA, LLC.

Coast to Coast USA LLC has the technical, legal and financial capability to purchase the land and complete the project, is willing to accept the terms established in Council resolution dated January 23, 2024, and to retain an attorney to file the complaint to vacate the easements and rights of way.

Coast to Coast is requesting to extend the due diligence period in the agreement by six months from the Assignment.

THEREFORE, IT IS RESOLVED, that the Mayor and Clerk are authorized to execute the Assignment and Addendum to the Real Estate Purchase Agreement and Amended Declaration of Restrictive Covenants and Grant of Access Rights, and all documents to complete the sale of the Property in such form that meets with the satisfaction of the City Attorney.

AYES: Councilpersons:

NAYES: Councilpersons: _____

MINDY MOORE
Secretary of the Council

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

Sonja Buffa
City Clerk

EXHIBIT A
LEGAL DESCRIPTIONS

1. Lot 171, including ½ vacated alley – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32549 Ruehle, Parcel No. 13-03-106-012
2. Lot 172, including ½ vacated alley – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32541 Ruehle, Parcel No. 13-03-106-013
3. Lot 173, including ½ vacated alley – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32531 Ruehle, Parcel No. 13-03-106-014
4. Lot 174, including ½ vacated alley – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32521 Ruehle, Parcel No. 13-03-106-015
5. Lot 266 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32550 Ruehle, Parcel No. 13-03-107-001
6. Lot 265 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32542 Ruehle, Parcel No. 13-03-107-002
7. Lot 264 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32532 Ruehle, Parcel No. 13-03-107-003
8. Lot 263 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32522 Ruehle, Parcel No. 13-03-107-004
9. Lot 319 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: Vacant Linderman, Parcel No. 13-03-107-025
10. Lot 320 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: Vacant Linderman, Parcel No. 13-03-107-026
11. Lot 321 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: Vacant Linderman, Parcel No. 13-03-107-027

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 802728247[Request certificate](#)[Return to Results](#)[New search](#)**Summary for:** COAST TO COAST USA LLC**The name of the FOREIGN LIMITED LIABILITY COMPANY:** COAST TO COAST USA LLC**Entity type:** FOREIGN LIMITED LIABILITY COMPANY**Identification Number:** 802728247**Date of Qualification in Michigan:** 09/01/2021**Organized under the laws of:** the state of Delaware**Purpose:****Term:** Perpetual**The name and address of the Resident Agent:**

Resident Agent Name: QUYEN PHAN

Street Address: 4302 STONEHENGE COURT

Apt/Suite/Other:

City: TROY

State: MI

Zip Code: 48098

Registered Office Mailing address:

P.O. Box or Street Address: 4302 STONEHENGE COURT

Apt/Suite/Other:

City: TROY

State: MI

Zip Code: 48098

Acts Subject To: 023-1993 Michigan Limited Liability Company Act**View filings for this business entity:**

ALL FILINGS

ANNUAL REPORT/ANNUAL STATEMENTS

CERTIFICATE OF CORRECTION

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT

DESIGNATION OF RESIDENT AGENT

[View filings](#)**Comments or notes associated with this business entity:**

ASSIGNMENT OF AND ADDENDUM REAL ESTATE PURCHASE AGREEMENT

This Assignment and Addendum of Purchase Agreement ("Assignment") is executed by and between David Dimeck whose address is 20836 Hall Road, #142, Clinton Township 48038 (Assignor) and Coast to Coast USA, LLC a Delaware limited liability company with a local registered address of 4302 Stonehenge Court, Troy, Michigan 48098 (Assignee) and the City of Warren, a Michigan municipal corporation whose address is One City Square, Warren, Michigan 48094 ("Seller") as of __, 2024 ("Effective Date"),

RECITALS

A. Assignor, as purchaser, and City of Warren, as seller ("Seller") entered into that certain Purchase and Sale Agreement, dated June 23, 2020 (the "Purchase Agreement"), pursuant to which Seller agreed to sell and Assignor agreed to purchase and develop land located in the City of Warren, Macomb County, Michigan, as more fully described in **Exhibit A**, attached hereto and made a part hereof (the "Property").

B. WHEREAS, the Purchase Agreement is incorporated by reference and made a part of this Assignment.

C. WHEREAS, Assignor wishes to assign the Purchase Agreement to Assignee, and Assignee wishes to purchase and develop the Property according to the Purchase Agreement.

D. To induce completion of the development, the Seller is willing to approve the assignment of the Purchase Agreement to Assignee on terms of this Assignment.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller, Assignor and Assignee agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor, for himself, his family, heirs, legal representatives and assigns, irrevocably assigns, sets over, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Purchase Agreement free and clear of any security interests, liens or other encumbrances.

2. Assumption. Assignee, for itself, its members, officers, successors and assigns, accepts the assignment of the Purchase Agreement, and agrees to be bound, and perform all of Purchaser-Assignor's obligations, terms warranties and conditions of, under and to the Purchase Agreement, as though Assignee itself had entered into the Purchase Agreement, and all exhibits and amendments thereto.

3. Assignee agrees to deposit with ATA Greco Title Company earnest money in the sum of \$2,000 in cash or cashier's check, upon its execution of this Agreement. Assignor authorizes Greco ATA Title Company to release the current deposit held in File No. _____ to: Glenn M. Eckert of Select Business Agency LLC , 27241 Dowland Warren MI 48092.

4. Assignee agrees to the modifications or additions to the Purchase Agreement as approved by the Warren City Council on January 23 2024, and as otherwise provided in this Assignment, including the following:

- a. The Section entitled "Closing", paragraph 2, is amended to read as follows:

At the closing, the Seller shall sign and deliver to Purchaser a quit claim deed to the Property conveying its interest in the Property, subject to any interests of record. Purchaser will execute the restrictive covenants consistent with this Agreement, and which shall include the following commitments: Property shall be developed as eight individual residential dwellings, in accordance with the Concept Plan attached as Exhibit D; ii) such development will be complete within 18 months from the final government approval, subject to reasonable extensions by the Seller's Economic Development Director; iii) the Property and each individual lot shall not be used for the growth, sale, distribution, cultivation or processing of marihuana; iv) each residence shall be actively marketed for owner-occupancy for at least six months from city certification; should such efforts fail to result in a sale to an owner, Purchaser may lease an individual lot, provided, however the dwelling shall be leased for minimum duration of 12 consecutive months; owner-occupancy for a period of two years from the sale to a third party; v) the green space in the concept plan shall be dedicated for the use and enjoyment of the public, and maintained by the City of Warren, upon completion; vi) the Property will be developed to provide access to the public ingress and egress area east of the project, adjacent to Trembleton Street, to be shown on the site plan for the project; vii) the site plan for the Project will otherwise be consistent with the concept plan attached as Exhibit B; and viii) Assignee/Purchaser, and its members, officers, successors, heirs, assigns and transferees will grant to the Seller an easement to access each Lot and for purposes of maintaining, constructing, replacing or inspecting any public utility or for temporary access during public improvement or grading projects.

b. Purchaser/Assignee expressly agrees that the Property will not be used, occupied or leased as a short-term rental, notwithstanding any right that may be permitted by law. Purchaser agrees that owner-occupancy was initially bargained-for condition of the sale from Seller to Purchaser. To avoid undue hardship in the event an owner-occupant buyer is unavailable, the parties specifically agreed to allow for leasing, only upon the condition that the minimum lease period would be 12 months.

c. The Due Diligence Period in the Agreement shall be extended until six months of this Assignment, or reasonable time thereafter if necessitated by pending due diligence activities.

d. The Property and access area shall be developed in accordance with the revised concept plan attached to this Amendment as Exhibit B.

e. Assignee agrees the declaration of restrictive covenants will be amended to incorporate such new restrictions or conditions set forth in this Assignment, in form attached as Exhibit C.

f. The Notice section shall be amended to replace the contact for "Purchaser" as follows:

Han Thuc Ha

4302 Stonehenge Ct

Troy, MI 48098

- g. Purchase "As is". Upon completion of Closing, purchaser accepts the property "as is" with all defects, latent or patent, and except for representations or warranties that survive this Agreement Seller makes no representations or warranties whether express or implied by operation of law, as to the quality, physical condition, environmental condition or value of the property, compliance of the Property with applicable building zoning or fire codes.

5. Seller authorizes Assignee to proceed with the circuit court action to vacate the plat as discussed and approved at the Council meeting on August 27, 2024. All legal expenses and liabilities arising out of or related to such court action shall be Assignee/Purchaser's sole obligation and sole expense. Assignee holds harmless and agrees to indemnify the City of Warren for or from any liability, attorney lien, cost, demand or fee, or money judgment or compensation arising out of or related to the filing of such action.

6. Except as amended, all remaining parts, terms and conditions of the Purchase Agreement shall remain unchanged and in full force and effect.

7. The parties agree that the statements, representations and incorporated exhibits and attachments set forth under the Recitals above are intended to be specific, embodies within and made an integral part of this agreement.

8. This Assignment is binding upon, and shall inure to the benefit of Assignee/Purchaser, and its successors, assigns, transferees, and shall be effective upon the last party to sign, and shall attach to the sale of any individual property.

9. Counterparts; Copies; Electronic Signature. This Assignment may be executed in multiple counterparts, in original or by fax or by delivery of a scanned counterpart in portable document format (PDF) by e-mail (which shall be deemed received if delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq.) and, when taken together, shall be considered an original. On such delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person. Copies (whether facsimile, photo static or otherwise) of signatures to this Assignment shall be deemed originals and may be relied on to the same extent as the originals.

10. **Governing Law.** This Assignment and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of Michigan, and in a court whose jurisdiction includes, Macomb County, Michigan, without reference to the conflict of law provisions thereof.

This Assignment was made and executed as of the date first above written.

ASSIGNOR: David Dimeck

By: _____

ASSIGNEE: Coast to Coast USA, LLC

By: _____
Han Ha
Managing Member

SELLER: City of Warren

By: _____
Lori M. Stone, Mayor

By: _____
Sonja Buffa, City Clerk

EXHIBIT A
LEGAL DESCRIPTIONS

1. Lot 171, including ½ vacated alley – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32549 Ruehle, Parcel No. 13-03-106-012
2. Lot 172, including ½ vacated alley – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32541 Ruehle, Parcel No. 13-03-106-013
3. Lot 173, including ½ vacated alley – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32531 Ruehle, Parcel No. 13-03-106-014
4. Lot 174, including ½ vacated alley – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32521 Ruehle, Parcel No. 13-03-106-015
5. Lot 266 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32550 Ruehle, Parcel No. 13-03-107-001
6. Lot 265 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32542 Ruehle, Parcel No. 13-03-107-002
7. Lot 264 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32532 Ruehle, Parcel No. 13-03-107-003
8. Lot 263 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: 32522 Ruehle, Parcel No. 13-03-107-004
9. Lot 319 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: Vacant Linderman, Parcel No. 13-03-107-025
10. Lot 320 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: Vacant Linderman, Parcel No. 13-03-107-026
11. Lot 321 – Trembleton Subdivision, as recorded in Liber 9, Pages 51-52 of Plats, Macomb County Records. Commonly known as: Vacant Linderman, Parcel No. 13-03-107-027

EXHIBIT C

AMENDED DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF ACCESS RIGHTS

The City of Warren, a Michigan municipal corporation located at One City Square, Warren, Michigan ("the Grantor"), and _____, a Michigan _____, Michigan ("the Grantee"), agree to the property restrictions contained in this document.

The parties stipulate that:

In the foregoing deed, Grantor conveyed to Grantee its interest in former tax-reverted real properties, located in the City of Warren, Michigan, and described in Attachment 1 (collectively, "the Property").

As part of the consideration, Grantor approved the conveyance of the Property to Grantee, in part, to further certain public purposes, such as enhancing the quality of the surrounding neighborhood, improving the aesthetics of the area and restoring former tax-reverted Property as a responsible owner.

As part of the consideration for the Property, Grantee, for itself, itself, its officers, subsidiaries, affiliates, successors, assigns, transferees and legal representatives and any person claiming an interest in the Property, agree with the Grantor City of Warren that the conveyance of the Property is made subject to the following restrictions and limitations as to the use of the Property:

1. The Property shall be developed as a single-family residential development of eight single-family or detached condominium residential development, with access to the adjacent public park, and otherwise, in accordance with the attached concept plan and terms of certain Real Estate Purchase Agreement dated June 23, 2023, as amended on _____, the terms of which are acknowledged by the Parties. The development shall comply with the City of Warren Code of Zoning Ordinances.
2. The Property shall not be used, occupied, maintained or developed for the growth, sale, distribution or production of marijuana or other controlled substance, including medical or recreational marijuana. Grantor understands that the stated restricted uses or activities may be otherwise legally permissible on the Property, but nevertheless expressly waives the right to the exercise of such uses or activities upon the Property.
3. The Property shall not be used, occupied, maintained or developed for any sexually oriented business or adult business, as defined or classified within the City of Warren Code of Ordinances or the City of Warren Code of Zoning Ordinances, and any amendments or replacements to such sections, or any similar or prurient businesses or activities that may be offensive to or incompatible with the character of the City of Warren.

4. The Property shall be used, occupied, developed and maintained in accordance with the City of Warren Code of Ordinances and other applicable laws, codes, or regulations, or conditions of the local governing body or zoning board of review or planning commission concerning the property.
5. In the event or recorded or unrecorded public utilities or utility easements are located within the Property, Grantee will provide access to the Grantor, or other entity with jurisdiction over the utility, over, under, upon and through the Property to maintain, repair, replace or inspect the utility. Grantee agrees to not encumber or encroach the utility, easement or access thereto, and will remove upon notice, any obstruction or encroachment located upon the easement area or access thereto, upon advance notice.
6. Grantee further grants to Grantor, or its contractors or agents, temporary ingress and egress, use, along, upon, over or under the Property for the duration of a public improvement project, including roadway construction or repair, upon advance notice.
7. The provisions of this Agreement may be enforceable by the City of Warren and its successor, assigns or receivers, or third parties affected by any violation of this Agreement, by proceedings at law or in equity against any violation or attempted violation of this Agreement, either to restrain and enjoin the violation or to recover damages from Grantee, including her heirs, devisees, assigns and transferees for any violation of the above restrictions but only with respect to the title and interest of an owner committing or permitting the violation and with respect to the land owned by such owner.
8. The above covenants and restrictions are to run with the land and be binding upon Grantee and its officers, members, affiliates, subsidiaries, successors, assigns and transferees and any subsequent owner of the Property.
9. Grantee agrees to market and endeavor to sell each Property to an owner-occupant for at least six months following the city certification for each dwelling. In the event an individual lot is not sold to an owner within such period, no Property shall be leased to, sublet, or occupied by any person, entity, group, or household, on terms involving the exchange of consideration, for a period of less than 12 months. This provision is intended to avoid short-term rentals, or other commercial arrangements resulting in transient tenancies, and will be applied to further such intention. Notwithstanding any right allowed by law to use the property as a short-term rental, the parties recognize that neighborhood stabilization and long-term occupancy is one of the purposes for the conveyance of the Property, and expressly agree to this specific restriction against short-term rentals, or against any lease or commercial arrangement for a period shorter than 12 months.
10. The above covenants and restrictions shall be recorded with the Macomb County Register of Deeds, and any conveyance of any individual Property shall be subject to these restrictions, and they shall run with the land.
11. The restrictions are for the benefit not only for the City of Warren but for the owner or owners of the lots adjoining in the neighborhood.
12. Compliance may be enforced by injunction obtained by the City of Warren as to Grantee or any subsequent owner or lessee violating or permitting violation of these restrictions.

13. The title and rights of Grantee or of any of its successors in title, including its members, officers, successors, affiliates, assigns and transferees shall at the option of the City of Warren, after a 60 day notice of a violation and opportunity to cure, revert to the City of Warren for any violation of the above restrictions.
14. If any section of this Declaration of Restrictive Covenant is found to be unconstitutional or invalid by a court of competent jurisdiction, that section shall be severable, and the remaining provisions shall have full force and effect.
15. This Amended Declaration of Restrictive Covenants and Grant of Access Easement Rights shall supersede and replace the Declaration of Restrictive Covenants and Grant of Easement Rights signed by Grantee on June 23, 2020.

WITNESSED BY:

GRANTEE:

_____, By: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, Grantee.

_____, Notary Public
Macomb County, Michigan
My commission expires:

WITNESSED BY:

GRANTOR: CITY OF WARREN

_____, By: _____
Lori M. Stone, Mayor

_____, By: _____
Sonja Buffa, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by LORI M. STONE, Mayor, and SONJA BUFFA, City Clerk of the City of Warren, a Michigan municipal corporation, on behalf of Grantor.

_____, Notary Public
Macomb County, Michigan
My commission expires:

Drafted by and when recorded return to:
Mary Michaels
City of Warren Legal Department, One City Square, Suite 400
Warren, MI 48093



Form Revision Date 07/200

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT

For use by FOREIGN LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993 the undersigned executes the following Certificate:

The identification number assigned by the Bureau is:	<input type="text" value="802728247"/>
The name of the limited liability company is:	<input type="text" value="COAST TO COAST USA LLC"/>
The name of the resident agent on file with the Bureau is :	<input type="text" value="QUYEN PHAN"/>
The location of the registered office on file with the Bureau is:	<input type="text" value="1840 AXTELL STREET ,#4, TROY, MI, 48084"/>
The mailing address of the above office on file with the Bureau is:	<input type="text" value="1840 AXTELL STREET, #4, TROY, MI, 48084"/>

Enter in Item A the information as it should now appear on the public record.
A. The street address of the registered office and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

Agent Name:	QUYEN PHAN		
Street Address:	4302 STONEHENGE COURT		
Apt/Suite/Other:			
City:	TROY		
State:	MI	Zip Code:	48098

Registered Office Mailing Address:

P.O. Box or Street Address:	4302 STONEHENGE COURT		
Apt/Suite/Other:			
City:	TROY		
State:	MI	Zip Code:	48098

The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: its Board of Directors or the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation.

2. NONPROFIT CORPORATIONS ONLY: the incorporators, only if no board has been appointed. 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 405, or the resident agent if only the address of the registered office is changed.

The corporation or limited liability company further states that the address of its registered office and the address of its resident agent as changed, are identical.

Effective Date: 12/21/2021

This document must be signed by an authorized officer or agent (corporations) or a member, manager, or an authorized agent (limited liability companies).

Signed this 21st Day of December, 2021 by:

Signature	Title	Title if "Other" was selected
Quyen Phan	Member	

Han Ha

Member

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline

☒ Accept



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: NOVEMBER 8, 2024
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: FILE TRI-W-1352 - PURCHASE OF ONE Lenco BEARCAT ARMORED VEHICLE
UTILIZING THE H-GAC COOPERATIVE CONTRACT #AM10-23.

The Purchasing Division concurs with the Police Department and recommends that City Council authorize the purchase of one (1) Lenco Bearcat Armored Vehicle from Lenco Armored Vehicles, 10 Betnr Industrial Drive, Pittsfield, MA 01201, in the total amount of \$391,055.00, utilizing the Houston-Galveston Area Council Cooperative Contract #AM10-23.

The Police Department's current armored vehicle was purchased in 2008 and is now experiencing continuous maintenance issues. This, along with the fact that the manufacturer is no longer in business, has caused increased maintenance issues and delays in finding necessary parts for this vehicle.

As a result, the Police Department is seeking to purchase a new 4x4, 12-passenger armored vehicle that has bulletproof windows, flashing police lights, cameras, gun ports, 360-degree turret, and front boom. This vehicle will be built on a heavy-duty commercial truck chassis platform, which will allow the Police Department to obtain maintenance service and parts from OEM dealers across the area.

The vehicle also comes with a Ford OEM warranty and a Lenco 3-year warranty.

The City will utilize the H-GAC Cooperative Contract #AM10-23 for this purchase.

Funds have been budgeted and are available in the following Account: 402-9402-97400.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/18/24
Controller:		11/18/24
MAYOR:		11/19/2024



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 108128

Customer Code: WRLMI

Quotation Date: 10/23/24

Lenco Tax ID#: 04-2719777

Page #: 1 of 2

Bill To

Warren Police Department
29900 Civic Center
Warren, 48093 USA

Ship To

Warren Police Department
29900 Civic Center
Warren, 48093 USA

Payment Terms	Shipping Terms	Ship Via
See Notes	FOB: Destination	Common Carrier
Estimated Completion	Lenco Contact	Inspection & Acceptance
14-18 months ARO (Est.)	Daniel Besemer	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	2458			
Lenco BearCat	BCS5003-BASE	1	\$228,803.00	\$228,803.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Exterior Paint Color: Lusterless Black	LUSTERLESS_BLACK	1		
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	1	\$38,454.00	\$38,454.00
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$9,995.00	\$9,995.00
4-Door Configuration	BC4DR	1	\$9,823.00	\$9,823.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$228.00	\$1,824.00
Electric Power Mirrors	BCMIR	1	\$1,508.00	\$1,508.00
360 Camera System	BC360DEG	1	\$4,422.00	\$4,422.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$502.00	\$502.00
Rear A/C - Heating Systems: High Capacity Upgrade	BCHACUP	1	\$7,182.00	\$7,182.00
Hydraulic Ram Upgrade w/Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$14,975.00	\$14,975.00
Break and Rake	BCBAR	1	\$1,200.00	\$1,200.00
Draco Prep Package	BCDRACOPREP	1	\$1,896.00	\$1,896.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1	\$6,102.00	\$6,102.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2	\$1,404.00	\$2,808.00
High Intensity Driving Lights in Front Bumper	BCHIDL	1	\$1,340.00	\$1,340.00
Fender Intersection Lights	BCFIL	1	\$2,986.00	\$2,986.00
Take Down Light (Bumper Mounted)	BCTDL	1	\$1,853.00	\$1,853.00
AC-DC Power Inverter w/ Auto Eject	BCINV2000	1	\$6,387.00	\$6,387.00
Police Cupola w/Glass & Barn Doors	BCPCUPOLA	1	\$31,585.00	\$31,585.00
Armored Oil Pan Guard	BCAOPG	1	\$1,936.00	\$1,936.00
Ballistic Skip Round Shield	BCBSRS	2	\$2,420.00	\$4,840.00
Intercom System Inside to Outside	BCINT	1	\$2,871.00	\$2,871.00
Bedrock Paint	BCPJ	1	\$4,363.00	\$4,363.00
Configuration Subtotal:				\$387,655.00
Lenco BearCat	NEWCONFIG	1	\$387,655.00	\$387,655.00
Freight Out - Vehicles	FREIGHTOUT-VEHICLE	1	\$3,400.00	\$3,400.00
Net Total				\$391,055.00



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 108128

Customer Code: WRLMI

Quotation Date: 10/23/24

Lenco Tax ID#: 04-2719777

Page #: 2 of 2

Notes:

Payment Terms revised to Net 45.

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter (ITAR 123.9(A)).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized

Signature: _____
Please sign and return

Authorized

Signature: Daniel Besemer
Daniel Besemer

Thank you



Protecting Our Nation's Defenders™

SOLE SOURCE SPECIFICATIONS

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: June 21, 2024

RE: Sole Source Specifications for the Lenco BearCat

Lenco BearCat Key Features, Testing and Certifications

Armor Protection

- Armor Panels constructed of Certified Mil-Spec Steel
- Vertical Armor Panels are .50 inch thick, one-piece solid construction from the front of the vehicle to the rear of the vehicle
- Gunports and all surrounding armor protection, including backup armor, is .50 inch thick.
- Proprietary welding technique utilized in sidewall, floor and roof construction
- Armored hood, radiator protection, fuel tank, exterior lighting armor backup, inner fender armor, door and window pocket armor backup
- Department of the Army, U.S. Army Aberdeen Test Center – Ballistic Certification for armor plate used in every BearCat manufactured
- Independent Third-Party Testing to the following threats / ballistic standards: EN 1063 BR7, NIJ IV, STANAG 4569 Level 2, .50 CAL M2 Multi-Hit, .50 CAL M33 Multi-Hit, DM51x2 Hand Grenades, DM31 Anti-Personnel Mine, M67x2 Hand Grenades, 20mm FSP, V50 (BL) P Ballistic Test

Mobility & Automotive Safety

- 126" – 135" Wheelbase
- Custom-tuned suspension, including shocks, springs, bump stops, front and rear sway bars, track bar and radius arms
- Proprietary OEM Frame-to-Body construction
- Department of the Army, U.S. Army Aberdeen Test Center, Aberdeen Proving Grounds – Automotive Performance Testing to the following standards:
 - Test Operating Procedures (TOP)
 - North Atlantic Treating Organization (NATO) Reference Mobility Model (NRMM)

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive • Pittsfield, MA 01201 • Tel (413) 443-7359 • Fax (413) 445-7865
www.LencoArmor.com • e-mail: Info@LencoArmor.com

- NATO Allied Vehicle Testing Publication (AVTP)
 - Society of Automotive Engineers (SAE)
- Human Factors Integration - Safety Assessment Review (SAR)
 - Fort Knox, KY
 - Fort Belvoir, VA
- National Highway Transportation Safety Administration (NHTSA), Office of Vehicle Safety Compliance (OVSC), Federal Motor Vehicle Safety Standards (FMVSS) Compliance Testing
 - Center of Gravity Test
 - FMVSS 105 – Hydraulic Brake Test
 - FMVSS 206 – Door Locks and Door Retention Test
 - FMVSS 207 – Seating Systems
 - FMVSS 210 – Seat Belt Anchorages
 - FMVSS 302 – Flammability of Interior Components
- National Tactical Officers Association (NTOA), Member Tested and Recommended Certification
 - 2003 Certification
 - 2020 Re-Certification
- U.S. Air Force Air Transportability Test Loading Activity (ATTLA) – Air Transportation Certification
 - Lockheed C-5 Galaxy
 - Boeing C-17 Globemaster III
 - Lockheed C-130 Hercules

Tactical Features

- Patented, zero gravity counter balanced & rotating roof hatch system
- Height-adjustable gunner stand with removable / serviceable design - *US Patent No. 11,561,060 B1*, granted to Lenco on 01/24/2023
- Automatic Door Lock-Out (side doors) with single tap release
- Welded Running Boards rated to hold 3,000 lbs. at each side & 2,500 lbs. on rear
- Occupant situational awareness
- 390 square feet of interior space
- 2-Piece Bumper-integrated hydraulic entry bars with attachments for Audio / Video, Chemical Deployment, and Water Deployment
- Roof Mounted Water Nozzle with internal joystick controls
- Bumper Mounted Water Nozzle with internal joystick controls
- Vehicle-Integrated On-Board SCBA System
- Tactical EMS interior layout, workstation, medical cabinet, oxygen storage and trauma lighting
- 68 Gallon Single Fuel Cell
- 40" Water Fording Package with Independent 3rd Party Testing

Service, Reliability & Interoperability

- Commercial Chassis common to government fleet
- Commercial Chassis Warranty and Service history at nearly 160+ Authorized Ford Service Centers across the United States

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com

- Ford OEM Warranty
- 3 Year Lenco Warranty
- Operational and Support Cost: Average cost of \$558 USD per 10,000 miles of operation
- Reliability, Availability and Maintainability (RAM): 24,906 mean miles between repair, 1.3 hours mean time to repair and 98% operational readiness
- Interoperability with hundreds of federal, state and local law enforcement agencies across the United States; reduces training cost and limits response time in joint operations
- Lenco Refurbishment Program – (4) individual 'Schedules' of refurbishment work that address Ford chassis components, Lenco components, paint and upgrades.
- Lenco Trade-In Program – End-of-Life vehicles can be traded-in to Lenco for value against the acquisition of a new or used model vehicle.

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Lenco Industries, Inc. - Public Services - ID: 11110

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Lenco Industries, Inc., hereinafter referred to as the Contractor, having its principal place of business at 10 Betar Industrial Drive, Pittsfield, MA 01201.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

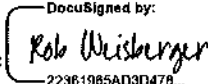
ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Lenco Industries, Inc.


Signature  22361985AD3D476...

Name Rob Weisberger

Title Contracting & Sales Admin Spec.

Date 10/18/2023

H-GAC

Signature  82EC270D5D81423...

Name Chuck Wemple

Title Executive Director

Date 10/23/2023



WARREN POLICE DEPARTMENT
29500 CIVIC CENTER BLVD.
WARREN, MI 48093
(586) 574-4700
FAX (586) 574-4802
www.cityofwarren.org

October 24, 2024

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

**RE: Purchase request for Lenco Bearcat (GPV) Utilizing Cooperative H-GAC Buy
Contract #AM10-23**

Dear Mr. Treppa,

The Warren police department's Special Response Team (SRT) armored personnel carrier (GPV), purchased in 2008, has been having ongoing mechanical issues. Since the purchase of the GPV, the manufacturer has gone out of business. Consequently, there has been an accumulation of maintenance and replacement part issues associated with the aging vehicle.

The Warren Police Department is requesting to utilize **\$391,055.00** in appropriated funds to purchase a Lenco Bearcat (GPV). This vehicle is a 4X4, 12-passenger vehicle equipped with armor and bulletproof windows able to stop small arms fire up to and including 50 caliber rounds. The vehicle is equipped with the following: flashing police lights, cameras, gun ports, 360-degree turret, front boom, Ford OEM Warranty, and 3-year Lenco Warranty. Lenco armored vehicles are built on heavy-duty commercial truck chassis platforms. This allows for warranty-covered repairs, maintenance service, and parts replacements on the vehicle chassis at any number of OEM dealers, truck centers and retail parts stores. Over a five-year period, the savings in maintenance costs alone often pays for the cost of a Lenco armored vehicle compared with other non-commercial, specialized military vehicles. The purchase of this vehicle will ultimately ensure and protect officer's lives. Lenco Armored Vehicles is located at **10 Betnr Industrial Drive Pittsfield, MA 01201**.

As you know, \$423,000.00 has been budgeted for this project in the Capital Equipment Bonds – Capital Improvements account (**GL #402-9402-97400**). Please see the attached sole source letter and sole source specifications for further information regarding this product. Also attached is the H-GAC cooperative contract information for this purchase (**H-GAC Buy Contract #AM10-23**).

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


Zachery Lemond, Staff Sergeant
Administrative Services Bureau

Approved 10-24-24

Commissioner Charles Ruchton # 878

RESOLUTION

Document No: TRI-W-1352

Product or Service: Lenco Bearcat Armored Vehicle

Requesting Department: Police

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

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 Acting Police Commissioner has determined that it is necessary in the interest of the Police Department and the City to acquire a Lenco Bearcat Armored Vehicle, model BC55003 from Lenco Amored Vehicles, 10 Betnr Industrial Drive, Pittsfield, MA 01201, in the total amount of \$391,055.00, utilizing the Houston-Galveston Area Council Cooperative Contract #AM10-23, pursuant to cooperative purchasing. This amount includes all delivery/freight charges.

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

Funds are available in the following Police Department Account: 402-9402-97400.

IT IS RESOLVED, that the cooperative purchase with Lenco Armored Vehicles, utilizing the H-GAC Cooperative Contract (#AM10-23) is hereby accepted by City Council at a total cost of \$391,055.00.

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

☐ Cooperative Bid document
☒ Contract
☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

Sonja Buffa
City Clerk



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: NOVEMBER 12, 2024
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: TRI-W-1382; PURCHASE OF BAR CARTS AND LIDS THROUGH THE H-GAC COOPERATIVE CONTRACT #RC01-21.

The Purchasing Division concurs with the Sanitation Division and recommends that City Council authorize the purchase of additional Trash and Recycle Bar Carts and Lids from Schaefer Plastics North America, LLC, 10301 Westlake Dr., Charlotte, NC 28273 in the total amount of \$42,112.76, utilizing the Houston-Galveston Area Council Cooperative Contract #RC01-21.

Vendor	Product	Qty. (Each)	Unit Price	Extended Price
Schafer Systems International, Inc.	USD 95M Bar Cart with Lid – Blue (Trash)	364	\$55.92	\$20,354.88
	USD 95M Bar Cart with Lid – Green (Recycle)	364	\$55.92	\$20,354.88
	Shipping:			\$ 1,403.00
Total Charges:				\$42,112.76

The City is seeking to purchase needed bar carts and lids to satisfy the needs of the residents.

The City will utilize the H-GAC Cooperative Contract #RC01-21 for this purchase.

Funds are available in the following Sanitation Division Account: 226-9226-98400.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/18/2024
Controller:		11/18/24
MAYOR:		11/19/2024

AMENDMENT No. 1 to CONTRACT No. RC01-21
For
Refuse and Recycling Containers & Lifters
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Schaefer Systems International, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through December 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

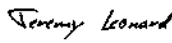
Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

42EC270D5061423

Chuck Wemple, Executive Director
Date: 1/25/2024

Signed for: **Schaefer Systems International, Inc.**

Printed Name & Title:

DocuSigned by:

A8919A3A810C4BF...

Jeremy Leonard Legal Counsel
Date: 1/24/2024

Schaefer Plastics North America, LLC
 10301 Westlake Dr
 Charlotte, NC 28273
 USA
 Phone: (704) 944-4500



QUOTATION: H-GAC CONTRACT RC01-21

Quote #:	030696-1	Requested by:	Wendy Sitek
Date:	11/7/2024		
Quote Expiration:	11/21/2024	Bill to:	City of Warren, MI 1 City Sq Suite 425 Warren, MI 48093-5291 USA
Terms:	Net30		
FOB:	PPD	Ship to:	City of Warren, MI 25601 Flanders Ave Andy 817-941-7559 Warren, MI 48089-1405 USA
Lead Time:	3-4 Weeks ARO		

Line	Quantity	Item number	Description	Unit price	Net amount
1	364	95Q.00M	USD95Q 95 GALLON BAR CART W/ M-STYLE LID 10-INCH WHEELS BLUE BODY AND LID -TRASH -HOT STAMP ON FILE Body: BL1 Lid: LIDBL1	\$55.92	\$20,354.88
2	364	95Q.00M	USD95Q 95 GALLON BAR CART W/ M-STYLE LID 10-INCH WHEELS BLUE BODY WITH GREEN LID -RECYCLE -HOT STAMP ON FILE Body: BL1 Lid: LIDBL1	\$55.92	\$20,354.88
3	1	FREIGHT	FREIGHT ESTIMATED FREIGHT ACTUAL FREIGHT CHARGES WILL BE APPLIED ONCE INVOICED	\$1,403.00	\$1,403.00
Sales tax (Applicable sales tax will be added unless a valid Tax Exemption certificate is on file)					\$2,442.59
Total					\$44,555.35

All sale transactions are subject to Schaefer Systems International, Inc. – Standard Terms and Conditions of Sale in effect at the time of sale, published on our website www.ssi-schaefer.us/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services.

* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

* Orders with custom hot stamps are non-cancelable

Schaefer Plastics North America, LLC
10301 Westlake Dr
Charlotte, NC 28273
USA
Phone: (704) 944-4500




QUOTATION

Quote #: 030696-1

Requested by:

Date: 11/7/2024

Agreed and accepted by:



Stephen Redfern
Director of Municipal Sales

Name & Title

11/7/2024

Date

Date

All sale transactions are subject to Schaefer Systems International, Inc. – Standard Terms and Conditions of Sale in effect at the time of sale, published on our website www.ssi-schaefer.us/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services.

* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

* Orders with custom hot stamps are non-cancelable

CITY OF WARREN
DIVISION OF SANITATION

INTER - OFFICE CORRESPONDENCE

DATE: November 12, 2024
TO: Craig Treppa, Purchasing Agent
SUBJECT: 95-Gallon Trash and Recycle Carts

The City of Warren Sanitation Division is requesting to purchase 364 – 95-gallon trash carts and 364 – 95-gallon recycle carts at a cost of \$55.92 each.

This purchase will be done through the HGACBuy Cooperative Contract #RC01-21.

Schaefer Plastics North America, LLC, 10301 Westlake Drive, Charlotte, NC 28273 has supplied a quote (see attached) for the carts. The Sanitation Division is choosing Schaefer Plastics to supply the carts since they were the original cart supplier.

The carts are for residents who never received a cart or to replace their damaged cart. These carts will help accommodate the new side-load trucks.

The Sanitation Division is requesting to purchase these carts for \$41,009.76 plus shipping and handling at the cost of \$1,403.00 for a grand total of \$42,112.76.

Funds are available Sanitation Capital Equipment Account #226-9226-98400.

Respectfully Submitted



Kevin Kitka
Superintendent

RESOLUTION

Document No: TRI-W-1382
Product or Service: Bar Carts and Lids
Requesting Department: Sanitation

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods, or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Sanitation Superintendent has determined that it is necessary in the interest of the Sanitation Division and the City to acquire a total of 364 Blue Bar Carts with Lids (Trash) and 364 Green Bar Carts with Lids (Recycle) from Schaefer Plastics North America, LLC., 10301 Westlake Dr., Charlotte, NC 28273, via the Houston-Galveston Area Council Cooperative Contract #RC01-21, pursuant to cooperative purchasing, in a total amount of \$42,112.76. This amount includes all delivery/freight charges.

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

Funds are available in the following account: 226-9226-98400.

IT IS RESOLVED, that the cooperative purchase with Schaefer Plastics North America, LLC., utilizing the H-GAC Cooperative Contract (#RC01-21), is hereby accepted by City Council at a total cost of \$42,112.76, per the cost breakdown shown in the table below.

Vendor	Product	Qty. (Each)	Unit Price	Extended Price
Schafer Systems International, Inc.	USD 95M Bar Cart with Lid – Blue (Trash)	364	\$55.92	\$20,354.88
	USD 95M Bar Cart with Lid – Green (Recycle)	364	\$55.92	\$20,354.88
	Shipping:			\$ 1,403.00
Total Charges:				\$42,112.76

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:

- ☐ Cooperative Bid document
- ☒ Contract
- ☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

Sonja Buffa
City Clerk



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

November 15, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

**RE: Second Reading of Proposed Ordinance to Repeal and Replace Appendix A
of the Zoning Ordinance, Article XXI-A, Division 1-5 of the Code of Ordinances
of the City of Warren**

Dear Council Secretary Moore:

Attached please find an Ordinance to repeal and replace the above Article to bring it into conformity with state law so that the City may apply for a Certified Local Government (CLG) designation, along with a proposed resolution.

A CLG designation would provide an opportunity for the City to apply for preservation-related grants, for capital improvement projects or educational programming for historic preservation activities. CLG-designated communities are recognized as partners in the national historic preservation program, and gain special access for technical assistance, grant funding and other benefits from the state historic preservation office (SHPO).

The City is eligible to pursue a CLG designation because it has adopted a historic preservation ordinance pursuant to the local historic district act, MCL 399.201 et seq., and has established a historic district commission (HDC).

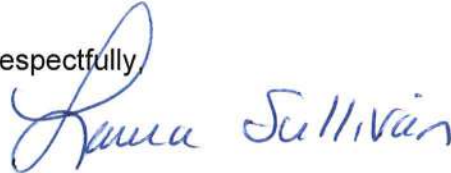
Part of the application process is review of the HDC ordinance by the SHPO, which has been completed. According to the SHPO, the HDC ordinance is not fully compliant with the state law because it was drafted to apply only to the "Village of Warren" historic district and does not allow for future districts that might be designated. Based on the SHPO recommendations the proposed Ordinance incorporated the language that was missing.

At a Special Meeting held on July 25, 2024, Council made the formal motion to approve the first reading and requested a list of properties that have already been designated as historic. The list of properties is being sent under separate cover for Council's consideration.

Letter to Ms. Mindy Moore
November 15, 2024
Page 2

Please add this to the agenda for a second reading and approval at the next available Council meeting. If you have any questions, or require further information, please contact me at 586-574-4671, or lsullivan@cityofwarren.org.


Respectfully,



Laura Sullivan
Assistant City Attorney

LS/vlt Ltr to M Moore Council re Proposed Ordinance to Repeal and Replace Appendix A, Art. XXI-A, Div. 1-5 ID 109015
Attachment

Read and concur:



Mary Michaels
Acting City Attorney

Approved:



Lori Stone
Mayor

ORDINANCE NO. 30-_____

AN ORDINANCE TO AMEND APPENDIX A, ZONING, ARTICLE XXI-A, DIVISION 1 THROUGH 5, ENTITLED VILLAGE HISTORIC DISTRICT

THE CITY OF WARREN ORDAINS:

SECTION 1. That Appendix A of the Zoning Ordinance, Article XXI-A, Division 1 through 5 of the Code of Ordinances of the City of Warren, Michigan which presently reads as follows:

ARTICLE XXI-A. - VILLAGE HISTORIC DISTRICT^[10]

Footnotes:

— (10) —

Editor's note— Ord. No. 30-1006, §§ 1 and 2, adopted Sept. 23, 2014, repealed Art. XXI-A and enacted a new article as set out herein. The former Art. XXI-A, §§ 21A.01—21A.12, pertained to Village Historic District Zoning and derived from Ord. No. 30-521, § 1(21A.01—21A.12), adopted Dec. 28, 1976, and Ord. No. 30-880, § 1, adopted Oct. 14, 1997

DIVISION 1. - GENERALLY

Section 21A.01 - Background and purpose.

The ordinance is intended to protect the Village Historic District, because of its distinctive character and rich historical heritage; and to encourage interest in the City of Warren's historic past. Historic preservation is a public purpose. This article is established pursuant to the Michigan Local Historic Districts Act, P.A. 169 of 1970, as amended by MCL 399.201 et seq. Pursuant to this ordinance and the applicable provisions of the Michigan Local Historic Districts Act, the City of Warren (City) shall regulate the construction, addition, alteration, repair, moving, excavation, and demolition of resources in the Village Historic District. This ordinance is also intended to:

- (a) Promote the economic and general welfare of our residents by fostering civic beauty through the encouragement of appropriate historic settings and conservation of desirable historical character.
- (b) Encourage educational, recreational, and cultural activities within our municipality which advance the principles and goals of historic preservation and community development, as embodied in the Master Plan.
- (c) Safeguard the heritage of the City by preserving the Village Historic District's history, architecture, archaeology, engineering and culture.
- (d) Stabilize and improve property values in the Village Historic District and the surrounding areas.
- (e) Strengthen the local economy.

- (f) Promote the use of the Village Historic District for the education, pleasure, and welfare of the citizens of the City and the State.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.02 - District boundaries.

- (a) The City Council may, at any time, modify boundaries of the Village Historic District, or eliminate the Village Historic District.
- (b) The Village Historic District is established. The Village Historic District boundaries are described as follows:

THE VILLAGE OF WARREN

Beginning at the intersection of the north side right-of-way line of Chicago Road and the southeast corner of lot 15 of Block 7 of Assessor's Addition to City of Warren; thence westerly along the north right-of-way line of Chicago Road to the southwest corner of lot 1 of re-plat John Warner Subdivision; thence in a southwesterly direction to the northeast corner of lot 7 of Block 3 of Hoard's and Martin's Plat of the City of Warren; thence south along the east property line of said lot to the southeast corner; thence westerly along the south property lines of lots 1 thru 7 of Block 3 of Hoard's and Martin's Plat of the City of Warren to the southwest corner of lot 1 of said plat; thence continuing westerly across Flynn Street and along the south property lines of lots 2 thru 7 of Block 4 of Hoard's and Martin's Plat of the City of Warren to the intersection of the southwest corner of lot 2 of said plat and the east right-of-way of Mound Road; thence northerly to a point on the west property line of and 33.42 ft. north of the southwest corner of lot 1 of Block 4 of Assessor's Addition to the City of Warren; thence in a westerly direction to the southeast corner of lot 2 of Block 3 of Assessor's Addition to the City of Warren; thence along the south property line (Beebe Ave) of lot 2 of said plat to a point on the east property line of and 30 ft. north of the southeast corner of lot 13 of Block 2 of the Assessor's Addition to the City of Warren; thence west to a point on the west property line of and 30 ft. north of the southwest corner of lot 13 of Block 2 of said plat; thence north along the west property lines of lots 13 thru 18 of Block 2 of Assessor's Plat of the City of Warren to a point on the west property line of and 116.34 ft. north of the southwest corner of lot 8 of said plat and the southeast corner of P.I.N. 13-05-429-023; thence westerly along the south property lines of P.I.N. 13-05-429-022 and 13-05-429-023, 159.48 ft. to the southwest corner of P.I.N. 13-05-429-022 and a point on the east property line of and 149.04 ft. south of the south side right-of-way of Chicago Road and northeast corner of P.I.N. 13-05-428-009; thence south 115 ft. to the southeast corner of P.I.N. 13-05-428-009; thence westerly 105.25 ft. to the southwest corner of said P.I.N.; thence northerly to a point on the west property line of and 40 ft. north of the southwest corner of said P.I.N. and the southeast corner of P.I.N. 13-05-428-001; thence west along the south property line of said P.I.N. 135.74 ft. to the center of Lexington Heights Street; thence northerly to a point on the north right-of-way line of Chicago Road and the southwest corner of P.I.N. 13-05-433-001 thru 13-05-433-006 Village West MSCP Condominiums; thence northerly along the west property line of

said condominiums to a point on the south side of the Red Run Drain; thence easterly along the south side of the Red Run Drain traversing across Mound Road and continuing to a point being the northeast corner of P.I.N. 13-04-329-001; thence south along the east property line of said P.I.N. 405 ft. to the northeast corner of lot 15 of Block 7 of Assessor's Addition of the City of Warren; thence easterly along the north property line of said lot 67.70 ft.; thence southerly along the east property line of said lot to the point of beginning on the north side right-of-way of Chicago Road.

Also non-contiguous parcels identified as follows: Eckstein Park consisting of P.I.N. 13-04-326-001 through 13-04-326-003; and Warren Union Cemetery consisting of P.I.N. 13-05-180-002.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.03 - Definitions.

For the purpose of this Article, the following terms, and phrases shall mean:

Alteration means work that changes the detail of a resource but does not change its basic size or shape.

Applicant means any person, individual, partnership, firm, corporation, organization, institution, or agency of government that wishes to perform work that requires a permit on a resource in the Village Historic District.

Certificate of Appropriateness means the written approval of a permit application for work that is appropriate and that does not adversely affect a resource.

Commission means the City's Village Historic District Commission.

Demolition means the entire or partial razing or destruction of a resource including, but not limited to, demolition by neglect.

Demolition by neglect means neglect in maintaining, repairing, or securing a resource that results in deterioration of an exterior feature of the resource or the loss of structural integrity of the resource.

Denial means the written rejection of a permit application for work that is inappropriate, and that adversely affects a resource.

Fire alarm system means a system designed to detect and annunciate the presence of fire or by-products of fire. Fire alarm system includes smoke alarms.

Historic district means an area, or group of areas not necessarily having contiguous boundaries, that contains one resource or a group of resources that are related by history, architecture, archaeology, engineering, or culture.

Historic preservation means the identification, evaluation, establishment, and protection of resources that are significant in history, architecture, archeology, engineering, or culture.

Historic resource means a publicly or privately owned building, structure, site, object, feature, or open space that is significant in the history, architecture, archeology, engineering, or culture of this State or a community within this State or of the United States.

Notice to Proceed means the written permission for work that is inappropriate, and that adversely affects the resource.

Open space means undeveloped land, a naturally landscaped area, or a formal or manmade landscaped area that provides a connective link or a buffer between other resources.

Ordinary maintenance means keeping a resource unimpaired and in good condition through ongoing minor intervention, undertaken from time to time, in its exterior condition. Ordinary maintenance does not change the external appearance of the resource, except through the elimination of the usual and expected effects of weathering. Ordinary maintenance does not constitute work for purposes of this article.

Permit means approval to perform work, indicated either by a Certificate of Appropriateness, or a Notice to Proceed.

Repair means to restore a decayed or damaged resource to a good or sound condition by any process. A repair that changes the external appearance of a resource constitutes work for purposes of this article.

Resource means any publicly or privately owned historic or non-historic building, structure, site, object, feature, or open space located in the Village Historic District.

Smoke alarm means a single-station or multiple-station alarm responsive to smoke and not connected to a system. As used in this subdivision, "single-station alarm" means an assembly incorporating a detector, the control equipment, and the alarm sounding device into a single unit, operated from a power supply either in the unit or obtained at the point of installation. "Multiple-station alarm" means two (2) or more single-station alarms that are capable of interconnection such that actuation of one (1) alarm causes all integrated separate audible alarms to operate.

Work means construction, addition, alteration, repair, moving, excavation or demolition of a resource, excluding ordinary maintenance.

(Ord. No. 30-1006, § 2, 9-23-14)

Sections 21A.04—21A.06 - Reserved.

DIVISION 2. - MEMBERSHIP, POWERS, AND DUTIES

Section 21A.07 - Established; membership; terms; vacancies.

- (a) *Established.* The Commission is hereby established.
- (b) *Membership and appointment.*
 - i. The Mayor shall appoint the voting members of the Commission.
 - ii. The Commission shall consist of seven (7) voting members.
 - iii. The Commissioners shall:
 - i. Reside in the local unit as defined by MCL 399.201a;
 - ii. If available, include at least three (3) members who are property owners within the Village Historic District;
 - iii. Include at least two (2) members from a list of citizens submitted by a duly organized local historic preservation organization;
 - iv. Include a majority of members who have a clearly demonstrated interest in, or knowledge of historic preservation; and
 - v. If available, include a graduate of an accredited school of architecture who has two (2) years of architectural experience, or who is an architect registered in this State.
 - iv. The Mayor may also appoint one or more nonvoting delegates.
 - i. Nonvoting delegates shall have a clearly demonstrated interest in, or knowledge of historic preservation.
 - ii. The delegate shall not vote.
 - iii. The Mayor may remove nonvoting delegates at any time.
 - vi. City Council may appoint a nonvoting ex-officio member.

(c) *Terms.* A Commissioners' term shall be three (3) years. The Commissioners currently serving on the Commission at the time of the adoption of this Article shall continue to serve on the Commission until their terms would have expired pursuant to the repealed enabling ordinance. Commissioners are eligible for re-appointment to succeeding terms.

(d) *Vacancies.* In the event of a vacancy on the Commission, the Mayor shall make an interim appointment within sixty (60) calendar days of being notified of the vacancy. The interim Commissioner shall complete the remainder of the outgoing Commissioner's term.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.08 - Powers and duties.

The Commission shall have the following powers and duties:

- (a) To adopt rules of procedure.
- (b) To review permit applications for work affecting resources.
- (c) To issue (1) a Certificate of Appropriateness, for appropriate proposed work; or (2) a Notice to Proceed or a denial of the application for proposed inappropriate work, on a resource that affects the exterior appearance, or the interior arrangements, as provided in MCL 399.205(1) and (4).
- (d) To issue a Notice to Proceed, or deny an application to demolish a resource.
- (e) To give advice and guidance regarding any proposed work on a resource.
- (f) To advise and assist property owners, City Departments, City Council, the Mayor, and the general public on physical and financial aspects, and benefits of historic preservation.
- (g) To recommend to the City Council the designation of additional historic districts from resources chosen according to the criteria listed in MCL 399.203 and MCL 399.214.
- (h) To accept and administer grants and gifts given to the Commission for the purpose of preserving the Village Historic District.
- (i) To enter into agreements and contracts for the purpose of assisting the Commission in carrying out its duties.
- (j) To write an annual report to the Mayor, at the end of the fiscal year, which reviews the budget and the Commission's work during the preceding year.
- (k) To conduct an ongoing survey, in accordance with the survey procedures established by the State Historic Preservation Office, in order to identify properties, structures, and areas that exemplify the cultural, social, spiritual, economic, political, educational, engineering, or architectural history of the City, State, or nation.
- (l) To keep a register of all designated historic resources within the Village Historic District, including all information required for each designation.
- (m) To determine an appropriate system of markers, and to confer recognition on the owners of historic resources, within the Village Historic District, by means of certificates, plaques, or markers.
- (n) To nominate Village Historic District historic resources to the State and National Register of Historic Places, and to review and comment on any nominations submitted to the Commission.
- (o) To disseminate information to the public concerning those resources deemed worthy of preservation, and to encourage the protection, enhancement, perpetuation and use of resources of historic and/or architectural interest.
- (p) To adopt design review standards and guidelines for resource treatment and seek approval of the standards and guidelines from the State Historic Preservation Office.

(Ord. No. 30-1006, § 2, 9-23-14)

Sections 21A.09—21A.11 - Reserved.

DIVISION 3. - PERMIT APPLICATION, REVIEW, AND APPEAL

Section 21A.12 - Permit.

- (a) *Permit required.* An applicant shall obtain a permit from the Commission before performing any work on a resource that affects:
 - (1) The exterior appearance of the resource including, but not limited to: (1) work to the interior that causes visible change to the exterior, and (2) demolition; or
 - (2) The interior of the resource that City Council specifically authorizes the Village Historic District Commission to review.
- (b) *Permit not required.* A permit is not required for ordinary maintenance.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.13 - Application.

An applicant shall file a complete permit application with the Commission. The permit application shall include information that the Commission deems necessary to review the application under Section 21A.15 and 21A.16.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.14 - Filing fee.

- (a) At the time of making a permit application, an applicant shall pay a filing fee as set by resolution of the City Council. A permit application shall not be considered complete until the fee has been paid in full.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.15 - Review of application.

- (a) On receipt of a complete permit application, the Commission shall place the permit application on the agenda for the next scheduled meeting.
- (b) The Commission shall review the permit application for compliance with the standards and guidelines stated in this Article.
- (c) After reviewing the permit application, the Commission may issue:

- (1) A Certificate of Appropriateness;
 - (2) A Notice to Proceed; or
 - (3) A denial of the permit.
- (d) A Certificate of Appropriateness or a Notice to Proceed authorizes the proposed work to proceed, subject to all other provisions of the Code of Ordinances.
- (e) The Commission's failure to act shall constitute an approval of the application, if:
 - (1) Sixty (60) calendar days have passed since the date the applicant filed a complete application; and
 - (2) The Commission and the applicant do not sign a written extension agreement.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.16 - Commission action, and standards for review.

(a) Certificate of Appropriateness.

- (1) The Commission shall only issue a Certificate of Appropriateness if the permit application provides:
 - i. For work that complies the United States Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as set forth in 36 CFR Part 67, or design review standards and guidelines that address special design characteristics of historic districts, if they are equivalent in guidance to the Secretary of Interior's standards and guidelines, and are established or approved by the State Historic Preservation Office; and
 - ii. That the resource has, or will have, before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the State Construction Code.
- (2) In making a finding of whether to issue a Certificate of Appropriateness, the Commission shall also consider all of the following:
 - i. The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.
 - ii. The relationship of any architectural features of the resource to the rest of the resource and to the surrounding area.

- iii. The general compatibility of the design, arrangement, texture, and materials proposed to be used.
- iv. Other factors, such as aesthetic value, that the Commission finds relevant.

(b) *Notice to Proceed.*

- (1) The Commission may issue a Notice to Proceed for work that does not meet the standards for a Certificate of Appropriateness, if the Commission finds any of the following conditions prevail, and that a Notice to Proceed is necessary to substantially improve or correct any of the following conditions:
 - i. The resource constitutes a hazard to the safety of the public or the structure's occupants.
 - ii. The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing and environmental clearances.
 - iii. Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value, or moving the resource to a vacant site within a historic district, have been attempted and exhausted by the owner. The applicant shall provide proof of financial hardship as required and defined by the Commission.
 - iv. Retaining the resource is not in the interest of the majority of the community.

(c) *Denial of Permit Application.*

- (1) If the Commission finds that neither a Certificate of Appropriateness, nor a Notice to Proceed is proper, it shall deny the applicant's permit.
- (2) If the Commission denies an applicant's permit, the applicant shall not perform the proposed work.
- (3) If the Commission denies a permit, it shall provide to the applicant:
 - i. A written explanation of the reasons for denial;
 - ii. If applicable, a notice that an application may be resubmitted for Commission review when suggested changes have been made; and

- iii. Notification of the applicant's right of appeal to the State Historic Preservation Review Board and the Circuit Court.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.17 - Notification of action.

- (a) The Commission shall file Certificates of Appropriateness, Notices to Proceed, and denials of applications with the Division of Buildings Safety and Engineering and the Planning Department. The decision of the Commission shall be binding on all departments of the City.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.18 - Approval of minor classes of work.

- (a) The Commission may delegate the issuance of a Certificate of Appropriateness for designated minor classes of work to the Director of the Division of Buildings Safety and Engineering.
- (b) The Commission shall provide specific written standards to the Director of the Division of Buildings Safety and Engineering for issuing a Certificate of Appropriateness-Minor Class of Work.
- (c) The Director of the Division of Buildings Safety and Engineering shall forward all Certificates of Appropriateness-Minor Class of Work to the Commission for record keeping.
- (d) On at least a quarterly basis, the Commission shall review the Certificates of Appropriateness issued by the Director of the Division of Buildings Safety and Engineering to determine if the delegated responsibilities should be continued.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.19 - Appeal from decision of the commission.

- (a) An applicant aggrieved by the Commission's decision may file an appeal with the State Historic Preservation Review Board.
- (b) An applicant shall file the appeal within sixty (60) days after the Commission provides its decision to the applicant. The applicant may submit all, or part of his or her evidence and arguments in written form.
- (c) An applicant aggrieved by the decision of the State Historic Preservation Review Board may appeal the decision to the Macomb County Circuit Court.

- (d) A citizen or duly organized historic preservation organization in the City aggrieved by a decision of the Commission may appeal the decision to the Macomb County Circuit Court.

(Ord. No. 30-1006, § 2, 9-23-14)

Sections 21A.20—21A.24 - Reserved.

DIVISION 4. - METHODS TO PRESERVE RESOURCES

Section 21A.25 - Plan for preservation of resource.

- (a) If an application is for work that will adversely affect the exterior of a resource the Commission considers valuable to the City, State, or nation, and the Commission determines that the alteration or loss of that resource will adversely affect the public purpose of the City, State, or nation, the Commission shall attempt to establish with the owner of the resource an economically feasible plan for preservation of the resource.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.26 - Prevention of demolition by neglect.

- (a) On a finding by the Commission that a resource is threatened with demolition by neglect, the Commission may:
 - (1) Require the owner of the resource to repair, within a reasonable period of time, all conditions contributing to demolition by neglect; or
 - (2) If the owner does not, or cannot make repairs within the time prescribed, the Commission or its agents may seek a court order to enter the property and make such repairs as are necessary to prevent demolition by neglect.
 - i. The cost of the work shall be charged to the owner, and may be levied by the City as a special assessment against the property.
 - ii. The Commission or its agents may enter the property for purposes of this section by obtaining an order from the Macomb County Circuit Court.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.27 - Demolition.

- (a) Prior to issuing a Notice to Proceed to demolish a resource, the Commission may require an applicant to have a historical survey of the property done before or after demolishing the resource.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.28 - Remedies for work performed without a permit.

- (a) When any person performs work or causes work to be performed on a resource without first obtaining a permit required by this Article, and the Commission finds that the work does not qualify for a Certificate of Appropriateness, the Commission may require the owner to, within a reasonable period of time:
 - (1) Restore the resource to the condition the resource was in before the inappropriate work was done; or
 - (2) Modify the work so that it qualifies for a Certificate of Appropriateness.
- (b) If the owner does not comply with the Commission's restoration or modification requirement within the time prescribed, the Commission may seek an order from the Macomb County Circuit Court that requires the owner to restore the resource to its former condition or to modify the work so that it qualifies for a Certificate of Appropriateness.
- (c) If the owner does not comply or cannot comply with the order of the Court, and the order so provides, the Commission or its agents may enter the property and conduct work necessary to restore the resource to its former condition or modify the work so that it qualifies for a Certificate of Appropriateness.
 - (1) The cost of the work shall be charged to the owner, and may be levied by the City as a special assessment against the property.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.29 - Moratorium.

- (a) If the City Council finds that pending work will cause irreparable harm to a resource, the City Council may by resolution declare an emergency moratorium of all such work for a period, not to exceed six (6) months.

- (b) After the expiration of the initial emergency moratorium period, if the City Council finds that the threat of irreparable harm to resources is still present, it may extend the emergency moratorium for an additional period, not to exceed six (6) months.
- (c) The Commission may summarily deny any pending permit application concerning a resource that is subject to an emergency moratorium.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.30 - Acquisition of resource by city.

- (a) As provided by the Michigan Local Historic District's Act, MCL 399.207, the City Council may acquire, and the Commission may maintain a resource if:
 - (1) Efforts by the Commission to preserve a resource fail; or
 - (2) City Council determines, after review and recommendation of the Commission, that it is in the public interest to acquire the resource.
- (b) On the recommendation of the Commission, the City may sell resources acquired under this Section with protective easements included in the property transfer documents.

(Ord. No. 30-1006, § 2, 9-23-14)

DIVISION 5. - PENALTIES

Section 21A.31 - Penalties.

- (a) Any person or entity who violates any provision of this Article is responsible for a municipal civil infraction punishable by a fine of up to \$5,000.00.
- (b) Pursuant to MCL 399.215(2), a court may order the person or entity to pay the costs to restore or replicate a resource unlawfully constructed, added to, altered, repaired, moved, excavated or demolished.

(Ord. No. 30-1006, § 2, 9-23-14)

Sections 21A.32—21A.35 - Reserved.

SECTION 2. That Appendix A of the Zoning Ordinance, Article XXI-A, Division 1 through 5 of the Code of Ordinances of the City of Warren, Michigan is hereby repealed in its entirety and replaced to read as follows:

ARTICLE XXI-A. – VILLAGE HISTORIC DISTRICT ORDINANCE

DIVISION 1. – GENERALLY

Section 21A.01 - Background and purpose.

~~The ordinance is intended to protect the Village Historic District, because of its distinctive character and rich historical heritage; and to encourage interest in the City of Warren's historic past. Historic preservation is declared to be a public purpose. This article is established pursuant to the Michigan Local Historic Districts Act, P.A. 169 of 1970, as amended by MCL 399.201 et seq. Pursuant to this ordinance and the applicable provisions of the Michigan Local Historic Districts Act, the City of Warren (City) shall regulate the construction, addition, alteration, repair, moving, excavation, and demolition of resources in historic districts within the City limits. the Village Historic District.~~ This ordinance is also intended to:

- (a) Promote the economic and general welfare of our residents by fostering civic beauty through the encouragement of appropriate historic settings and conservation of desirable historical character.
- (b) Encourage educational, recreational, and cultural activities within our municipality which advance the principles and goals of historic preservation and community development, as embodied in the Master Plan.
- (c) Safeguard the heritage of the City by preserving districts which reflect elements of its the Village Historic District's history, architecture, archaeology, engineering, or and culture.
- (d) Stabilize and improve property values in each district the Village Historic District and the surrounding areas.
- (e) Strengthen the local economy.
- (f) Promote the use of the historic districts Village Historic District for the education, pleasure, and welfare of the citizens of the City and the State.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.02 – Establishing additional, modifying, or eliminating historic districts. District boundaries.

- (a) The City Council may at any time establish by ordinance additional historic districts, including proposed districts previously considered and rejected, may modify boundaries of an existing historic district, or may eliminate an existing historic district. Before establishing, modifying, or eliminating a historic district, a historic district study committee appointed by the City Council shall follow the procedures as stated in Section 399.203(1-3) of Public Act 169 of 1970, as amended. To conduct these activities, the City Council may retain the initial committee, establish a standing committee, or establish a committee to consider only specific proposed districts and

then be dissolved. The committee shall consider any previously written committee reports pertinent to the proposed action. The City Council may, at any time, modify boundaries of the Village Historic District, or eliminate the Village Historic District.

- (b) In considering elimination of a historic district, a committee shall follow the procedures set forth in Section 399.203(1-3) of Public Act 169 of 1970, as amended for the issuance of a preliminary report, holding a public hearing, and issuing a final report but with the intent of showing one or more of the following: The Village Historic District is established. The Village Historic District boundaries are described as follows:

- (1) The historic district has lost those physical characteristics that enabled the establishment of the district.
- (2) The historic district was not significant in the way previously defined.
- (3) The historic district was established pursuant to defective procedures.

Section 21A.03 - Definitions.

For the purpose of this Article, the following terms, and phrases shall mean:

- Alteration: means work that changes the detail of a resource but does not change its basic size or shape.
- Applicant: means any person, individual, partnership, firm, corporation, organization, institution, or agency of government that wishes to perform work that requires a permit on a resource in a historic district ~~the Village Historic District.~~
- Certificate of Appropriateness: means the written approval of a permit application for work that is appropriate and that does not adversely affect a resource.
- Commission: means the ~~City's Village~~ Historic District Commission of the City.
- Dangerous: any building, structure or portion thereof that meets any of the conditions described below shall be deemed dangerous:
 - (1) The building or structure has collapsed, has moved off its foundation, or lacks the necessary support of the ground.
 - (2) There exists a significant risk of collapse, detachment, or dislodgment of any portion, member appurtenance or ornamentation of the building or structure under service loads.

- *Demolition:* means the entire or partial razing or destruction of a resource including, but not limited to, demolition by neglect.
- *Demolition by neglect:* means neglect in maintaining, repairing, or securing a resource that results in deterioration of an exterior feature of the resource or the loss of structural integrity of the resource.
- *Denial:* means the written rejection of a permit application for work that is inappropriate, and that adversely affects a resource.
- *Emergency repairs for unsafe conditions:* repairs to buildings, structures or equipment that are unsanitary or that are deficient due to inadequate means of egress facilities, inadequate light and ventilation, or that constitute a fire hazard, or in which the structure or individual structural members meet the definition of dangerous or that are otherwise dangerous to human life or the public welfare or that involve illegal or improper occupancy or inadequate maintenance. A vacant structure that is not secured against entry shall be deemed unsafe.
- *Financial hardship application:* an application for a Notice to Proceed which is necessary because retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value, or moving the resource to a vacant site within the historic district, have been attempted and exhausted by the owner. The applicant shall provide proof of financial hardship as required and defined by the commission.
- *Fire alarm system:* means a system designed to detect and annunciate the presence of fire or by-products of fire. Fire alarm system includes smoke alarms.
- *Historic district:* means an area, or group of areas not necessarily having contiguous boundaries, that contains one resource or a group of resources that are related by history, architecture, archaeology, engineering, or culture.
- *Historic preservation:* means the identification, evaluation, establishment, and protection of resources that are significant in history, architecture, archeology, engineering, or culture.
- *Historic resource:* means a publicly or privately owned building, structure, site, object, feature, or open space that is significant in the history, architecture, archeology, engineering, or culture of the City, the this State of Michigan, or a community within this State or of the United States.

- *Notice to Proceed:* means the written permission to issue a permit for work that is inappropriate, and that adversely affects a ~~the resource~~, pursuant to a finding under Section 399.205(6) of Public Act 169 of 1970, as amended.
- *Open space:* means undeveloped land, a naturally landscaped area, or a formal or manmade landscaped area that provides a connective link or a buffer between other resources.
- *Ordinary maintenance:* means keeping a resource unimpaired and in good condition through ongoing minor intervention, undertaken from time to time, in its exterior condition. Ordinary maintenance does not change the external appearance of the resource, except through the elimination of the usual and expected effects of weathering. Ordinary maintenance does not constitute work for purposes of this article.
- *Permit:* means approval to perform work, indicated either by a Certificate of Appropriateness, or a Notice to Proceed.
- *Proposed historic district:* an area, or group of areas not necessarily having contiguous boundaries, that has delineated boundaries and that is under review by a committee or a standing committee for the purpose of making a recommendation as to whether it should be established as a historic district or added to an established historic district.
- *Repair:* means to restore a decayed or damaged resource to a good or sound condition by any process. A repair that changes the external appearance of a resource constitutes work for purposes of this article.
- *Resource:* means any publicly or privately owned historic or non-historic building, structure, site, object, feature, or open space located within a historic district. ~~in the Village Historic District.~~
- *Smoke alarm:* means a single-station or multiple-station alarm responsive to smoke and not connected to a system. As used in this subdivision, "single-station alarm" means an assembly incorporating a detector, the control equipment, and the alarm sounding device into a single unit, operated from a power supply either in the unit or obtained at the point of installation. "Multiple-station alarm" means two (2) or more single-station alarms that are capable of interconnection such that actuation of one (1) alarm causes all integrated separate audible alarms to operate.
- *Work:* means construction, addition, alteration, repair, moving, excavation or demolition of a resource, excluding ordinary maintenance.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.04 – Historic district study committee and the study committee report.

Before establishing a historic district(s), the City Council shall appoint a Historic District Study Committee. A majority of the persons appointed to the Study Committee shall have a clearly demonstrated interest in or knowledge of historic preservation. The Study Committee shall contain representation of at least one member appointed from one or more duly organized local historic preservation organizations. The Study Committee shall do all of the following:

- (a) Conduct a photographic inventory of resources within each proposed historic district following procedures established by the State Historic Preservation Office.
- (b) Conduct basic research of each proposed historic district and historic resources located within that district.
- (c) Determine the total number of historic and non-historic resources within a proposed historic district and the percentage of historic resources of that total. In evaluating the significance of historic resources, the Committee shall be guided by the selection criteria for evaluation issued by the United States Secretary of the Interior for inclusion of resources in the National Register of Historic Places, as set forth in 36 CFR part 60, and criteria established or approved by the State Historic Preservation Office.
- (d) Prepare a preliminary Historic District Study Committee report that addresses at a minimum all of the following:
 - (1) The charge of the Committee.
 - (2) The composition of Committee membership.
 - (3) The historic district(s) studied.
 - (4) The ~~boundaries~~ legal description of properties within each proposed historic district in writing and on maps.
 - (5) The history of each proposed historic district.
 - (6) The significance of each district as a whole, as well as a sufficient number of its individual resources to fully represent the variety of resources found within the district, relative to the evaluation criteria.
 - (7) Transmit copies of the preliminary report for review and recommendations to the City of Warren Planning Commission, ~~local planning body~~, the State Historic Preservation Office, the Michigan Historical Commission, and the State Historic Preservation Review Board.
 - (8) ~~Mail~~ Make copies of the preliminary report available to the public pursuant to Section 3.99.203(4) of Public Act 169 of 1970, as amended.
- (e) Not less than sixty (60) calendar days after the transmittal of the preliminary report, the Historic District Study Committee shall hold a public hearing in compliance with Public Act 267 of 1976, as amended. Public notice of the time, date and place of the hearing shall be given in the manner required by

Public Act 267. Written notice shall be mailed by first class mail not less than fourteen (14) calendar days prior to the hearing to the owners of properties within the proposed historic district, as listed on the most current tax rolls. The report shall be made available to the public in compliance with Public Act 442 of 1976, as amended.

- (f) After the date of the public hearing, the Committee and the City Council have not more than one year, unless otherwise authorized by the City Council, to take the following actions:
 - (1) The Committee shall prepare and submit a final report with its recommendations and the recommendations, if any, of the City of Warren Planning Commission ~~local planning body~~ to the City Council as to the establishment of a Historic District(s). If the recommendation is to establish a Historic District(s), the final report shall include a draft of the proposed ordinance(s).
 - (2) After receiving a final report that recommends the establishment of a Historic District(s), the City Council, at its discretion, may introduce and pass or reject an ordinance(s). If the City Council passes an ordinance(s) establishing one or more Historic Districts, the City shall file a copy of the ordinance(s), including a legal description of the property or properties located within the Historic District(s) with the Register of Deeds. The City Council shall not pass an ordinance establishing a contiguous historic district less than 60 days after a majority of the property owners within the proposed historic district, as listed on the tax rolls of the local unit, have approved the establishment of the historic district pursuant to a written petition.
- (g) A writing prepared, owned, used, in the possession of, or retained by a committee in the performance of an official function of the Historic District Commission should be made available to the public in compliance with Public Act 442 of 1976, as amended.

Sections ~~21A.04~~ 21A.05 - 21A.06 - Reserved.

DIVISION 2. - MEMBERSHIP, POWERS, AND DUTIES

Section 21A.07 - Established; membership; terms; vacancies.

- (a) *Established.* The Commission is hereby established.
- (b) *Membership and appointment.*
 - i(1) The Mayor shall appoint the voting members of the Commission.
 - ii(2) The Commission shall consist of seven (7) voting members.
 - iii(3) The Commissioners shall:

- i. ~~Reside in the local unit as defined by MCL 399.201a; City of Warren.~~
- ii. ~~If available, include at least three (3) members who are property owners within the Village Historic District;~~
- iii. ii. Include at least two (2) members from a list of citizens submitted by a duly organized local historic preservation organization;
- iv. iii. Include a majority of members who have a clearly demonstrated interest in, or knowledge of historic preservation; and
- v. iv. If available, include a graduate of an accredited school of architecture who has two (2) years of architectural experience, or who is an architect registered in this State.

~~iv.~~ (4) The Mayor may also appoint one or more nonvoting delegates.

- i. Nonvoting delegates shall have a clearly demonstrated interest in, or knowledge of historic preservation.
- ii. The delegate shall not vote.
- iii. The Mayor may remove nonvoting delegates at any time.

~~v.~~ (5) City Council may appoint a nonvoting ex-officio member.

- (c) *Terms.* A Commissioners' term shall be three (3) years. The Commissioners currently serving on the Commission at the time of the adoption of this Article shall continue to serve on the Commission until their terms would have expired pursuant to the repealed enabling ordinance. Commissioners are eligible for re-appointment to succeeding terms.
- (d) *Vacancies.* In the event of a vacancy on the Commission, the Mayor shall make an interim appointment within sixty (60) calendar days of being notified of the vacancy. The interim Commissioner shall complete the remainder of the outgoing Commissioner's term.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.08 - Powers and duties.

The Commission shall have the following powers and duties:

- (a) To adopt rules of procedure.
- (b) To review permit applications for work affecting resources.
- (c) To issue (1) a Certificate of Appropriateness, for appropriate proposed work; or (2) a Notice to Proceed or a denial of the application for proposed inappropriate work, on a resource that affects the exterior appearance, or the interior arrangements, as provided in MCL 399.205(1) and (4).

- (d) To issue a Notice to Proceed, or deny an application to demolish a resource.
- (e) To give advice and guidance regarding any proposed work on a resource.
- (f) To advise and assist property owners, City Departments, City Council, the Mayor, and the general public on physical and financial aspects, and benefits of historic preservation.
- (g) To recommend to the City Council the designation of additional historic districts from resources chosen according to the criteria listed in MCL 399.203 and MCL 399.214.
- (h) To accept and administer grants and gifts given to the Commission for the purpose of preserving a historic district, ~~the Village Historic District~~.
- (i) To enter into agreements and contracts for the purpose of assisting the Commission in carrying out its duties.
- (j) To write an annual report to the Mayor, at the end of the fiscal year, which reviews the budget and the Commission's work during the preceding year.
- (k) To conduct an ongoing survey, in accordance with the survey procedures established by the State Historic Preservation Office, in order to identify properties, structures, and areas that exemplify the cultural, social, spiritual, economic, political, educational, engineering, or architectural history of the City, State, or nation.
- (l) To keep a register of all designated historic resources within the City, ~~Village Historic District~~, including all information required for each designation.
- (m) To determine an appropriate system of markers, and to confer recognition on the owners of historic resources, within the City, ~~Village Historic District~~, by means of certificates, plaques, or markers.
- (n) To nominate ~~Village Historic District~~ resources to the State and National Register of Historic Places, and to review and comment on any nominations submitted to the Commission.
- (o) To disseminate information to the public concerning those resources deemed worthy of preservation, and to encourage the protection, enhancement, perpetuation and use of resources of historic and/or architectural interest.
- (p) To adopt design review standards and guidelines for resource treatment and seek approval of the standards and guidelines from the State Historic Preservation Office.
- (q) To meet at least quarterly or more frequently at the call of the Commission.
- (r) To conduct the business that the Commission may perform at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended. Public notice of the date, time, and place of the meeting shall be given in the manner required by Public Act 267. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the Commission.

- (s) To keep a record of its resolutions, proceedings and actions. A writing prepared, owned, used, in the possession of, or retained by the Commission in the performance of an official function shall be made available to the public in compliance with the Freedom of Information, Public Act 442 of 1976, as amended.
- (t) To choose to be administered by the City of Warren Planning Department.

(Ord. No. 30-1006, § 2, 9-23-14)

Sections 21A.09 - 21A.11 - Reserved.

DIVISION 3. - PERMIT APPLICATION, REVIEW, AND APPEAL

Section 21A.12 - Permit.

- (a) *Permit required.* An applicant shall obtain a permit from the Commission before performing any work on a resource that affects:
 - (1) The exterior appearance of the resource including, but not limited to: (1) work to the interior that causes visible change to the exterior, and (2) demolition; or
 - (2) The interior of the resource that City Council specifically authorizes the ~~Village Historic District~~ Commission to review.
- (b) *Permit not required.* A permit is not required for ordinary maintenance.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.13 - Application.

An applicant shall file a completed permit application with the Commission. The permit application shall include information that the Commission deems necessary to review the application under Section 21A.15 and 21A.16.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.14 - Filing fee.

- (a) At the time of making a permit application, an applicant shall pay a filing fee as set by resolution of the City Council. A permit application shall not be considered complete until the fee has been paid in full.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.15 - Review of application.

- (a) On receipt of a complete permit application, the Commission shall place the permit application on the agenda for the next scheduled meeting.
- (b) The Commission shall review the permit application for compliance with the standards and guidelines stated in this Article.
- (c) After reviewing the permit application, the Commission may issue:
 - (1) A Certificate of Appropriateness;
 - (2) A Notice to Proceed; or
 - (3) A denial of the permit.
- (d) A Certificate of Appropriateness or a Notice to Proceed authorizes the proposed work to proceed, subject to all other provisions of the Code of Ordinances.
- (e) The Commission's failure to act shall constitute an approval of the application, if:
 - (1) Sixty (60) calendar days have passed since the date the applicant filed a complete application; and
 - (2) The Commission and the applicant do not sign a written extension agreement.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.16 - Commission action, and standards for review.

- (a) Certificate of Appropriateness.
 - (1) The Commission shall only issue a Certificate of Appropriateness if the permit application provides:
 - i. For work that complies with the United States Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, as set forth in 36 CFR Part 67, or design review standards and guidelines that address special design characteristics of historic districts, if they are equivalent in guidance to the Secretary of Interior's standards and guidelines, and are established or approved by the State Historic Preservation Office; and
 - ii. That the resource has, or will have, before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the State Construction Code.

(2) In making a finding of whether to issue a Certificate of Appropriateness, the Commission shall also consider all of the following:

- i. The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.
- ii. The relationship of any architectural features of the resource to the rest of the resource and to the surrounding area.
- iii. The general compatibility of the design, arrangement, texture, and materials proposed to be used.
- iv. Other factors, such as aesthetic value, that the Commission finds relevant.

(b) Notice to Proceed.

(1) The Commission may issue a Notice to Proceed for work that does not meet the standards for a Certificate of Appropriateness, if the Commission finds any of the following conditions prevail, and that a Notice to Proceed is necessary to substantially improve or correct any of the following conditions:

- i. The resource constitutes a hazard to the safety of the public or the structure's occupants.
- ii. The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing and environmental clearances.
- iii. Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value, or moving the resource to a vacant site within a historic district, have been attempted and exhausted by the owner. The applicant shall provide proof of financial hardship as required and defined by the Commission.
- iv. Retaining the resource is not in the interest of the majority of the community.

(c) Denial of Permit Application.

- (1) If the Commission finds that neither a Certificate of Appropriateness, nor a Notice to Proceed is proper, it shall deny the applicant's permit.
- (2) If the Commission denies an applicant's permit, the applicant shall not perform the proposed work.
- (3) If the Commission denies a permit, it shall provide to the applicant:
 - i. A written explanation of the reasons for denial;
 - ii. If applicable, a notice that an application may be resubmitted for Commission review when suggested changes have been made; and
 - iii. Notification of the applicant's right of appeal to the State Historic Preservation Review Board and the Circuit Court.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.17 - Notification of action.

(a) The Commission shall file Certificates of Appropriateness, Notices to Proceed, and denials of applications with the Division of Buildings Safety and Engineering and the Planning Department. The decision of the Commission shall be binding on all departments of the City.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.18 - Approval of minor classes of work.

- (a) The Commission may delegate the issuance of a Certificate of Appropriateness for designated minor classes of work to the Director of the Division of Buildings Safety and Engineering.
- (b) The Commission shall provide specific written standards to the Director of the Division of Buildings Safety and Engineering for issuing a Certificate of Appropriateness-Minor Class of Work.
- (c) The Director of the Division of Buildings Safety and Engineering shall forward all Certificates of Appropriateness-Minor Class of Work to the Commission for record keeping.
- (d) On at least a quarterly basis, the Commission shall review the Certificates of Appropriateness issued by the Director of the Division of Buildings Safety and Engineering to determine if the delegated responsibilities should be continued.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.19 - Appeal from decision of the commission.

- (a) An applicant aggrieved by the Commission's decision may file an appeal with the State Historic Preservation Review Board.

- (b) An applicant shall file the appeal within sixty (60) days after the Commission provides its decision to the applicant. The applicant may submit all, or part of his or her evidence and arguments in written form.
- (c) An applicant aggrieved by the decision of the State Historic Preservation Review Board may appeal the decision to the Macomb County Circuit Court.
- (d) A citizen or duly organized historic preservation organization in the City aggrieved by a decision of the Commission may appeal the decision to the Macomb County Circuit Court.

(Ord. No. 30-1006, § 2, 9-23-14)

Sections 21A.20—21A.24 - Reserved.

DIVISION 4. - METHODS TO PRESERVE RESOURCES

Section 21A.25 - Plan for preservation of resource.

(a) If an application is for work that will adversely affect the exterior of a resource the Commission considers valuable to the City, State, or nation, and the Commission determines that the alteration or loss of that resource will adversely affect the public purpose of the City, State, or nation, the Commission shall attempt to establish with the owner of the resource an economically feasible plan for preservation of the resource.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.26 - Prevention of demolition by neglect.

(a) On a finding by the Commission that a resource is threatened with demolition by neglect, the Commission may:

- (4) (a) Require the owner of the resource to repair, within a reasonable period of time, all conditions contributing to demolition by neglect; or
- (2) (b) If the owner does not, or cannot make repairs within the time prescribed, the Commission or its agents may seek a court order to enter the property and make such repairs as are necessary to prevent demolition by neglect.
 - i. (1) The cost of the work shall be charged to the owner, and may be levied by the City as a special assessment against the property.
 - ii. (2) The Commission or its agents may enter the property for purposes of this section by obtaining an order from the Macomb County Circuit Court.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.27 - Demolition.

(a) Prior to issuing a Notice to Proceed to demolish a resource, the Commission may require an applicant to have a historical survey of the property done before or after demolishing the resource.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.28 - Remedies for work performed without a permit.

- (a) When any person performs work or causes work to be performed on a resource without first obtaining a permit required by this Article, and the Commission finds that the work does not qualify for a Certificate of Appropriateness, the Commission may require the owner to, within a reasonable period of time:
 - (1) Restore the resource to the condition the resource was in before the inappropriate work was done; or
 - (2) Modify the work so that it qualifies for a Certificate of Appropriateness.
- (b) If the owner does not comply with the Commission's restoration or modification requirement within the time prescribed, the Commission may seek an order from the Macomb County Circuit Court that requires the owner to restore the resource to its former condition or to modify the work so that it qualifies for a Certificate of Appropriateness.
- (c) If the owner does not comply or cannot comply with the order of the Court, and the order so provides, the Commission or its agents may enter the property and conduct work necessary to restore the resource to its former condition or modify the work so that it qualifies for a Certificate of Appropriateness.
 - (1) The cost of the work shall be charged to the owner, and may be levied by the City as a special assessment against the property.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.29 - Moratorium.

- (a) If the City Council finds that pending work will cause irreparable harm to a resource, the City Council may by resolution declare an emergency moratorium of all such work for a period, not to exceed six (6) months.
- (b) After the expiration of the initial emergency moratorium period, if the City Council finds that the threat of irreparable harm to resources is still present, it may extend the emergency moratorium for an additional period, not to exceed six (6) months.

- (c) The Commission may summarily deny any pending permit application concerning a resource that is subject to an emergency moratorium.

(Ord. No. 30-1006, § 2, 9-23-14)

Section 21A.30 - Acquisition of resource by city.

- (a) As provided by the Michigan Local Historic District's Act, MCL 399.207, the City Council may acquire, and the Commission may maintain a resource if:
 - (1) Efforts by the Commission to preserve a resource fail; or
 - (2) City Council determines, after review and recommendation of the Commission, that it is in the public interest to acquire the resource.
- (b) On the recommendation of the Commission, the City may sell resources acquired under this Section with protective easements included in the property transfer documents.

(Ord. No. 30-1006, § 2, 9-23-14)

DIVISION 5. - PENALTIES

Section 21A.31 - Penalties.

- (a) Any person or entity who violates any provision of this Article is responsible for a municipal civil infraction punishable by a fine of up to \$5,000.00.
- (b) Pursuant to MCL 399.215(2), a court may order the person or entity to pay the costs to restore or replicate a resource unlawfully constructed, added to, altered, repaired, moved, excavated or demolished.

(Ord. No. 30-1006, § 2, 9-23-14)

DIVISION 6. - HISTORIC DISTRICT BOUNDARIES

Section 21A.32 - Boundaries

- (a) Village Historic District.
Beginning at the intersection of the north side right-of-way line of Chicago Road and the southeast corner of lot 15 of Block 7 of Assessor's Addition to City of Warren; thence westerly along the north right-of-way line of Chicago Road to the southwest corner of lot 1 of re-plat John Warner Subdivision; thence in a southwesterly direction to the northeast corner of lot 7 of Block 3 of Hoard's and Martin's Plat of the City of Warren; thence south along the east property line of said lot to the southeast corner; thence westerly along the south property lines of lots 1 thru 7 of Block 3 of Hoard's and Martin's Plat of

the City of Warren to the southwest corner of lot 1 of said plat; thence continuing westerly across Flynn Street and along the south property lines of lots 2 thru 7 of Block 4 of Hoard's and Martin's Plat of the City of Warren to the intersection of the southwest corner of lot 2 of said plat and the east right-of-way of Mound Road; thence northerly to a point on the west property line of and 33.42 ft. north of the southwest corner of lot 1 of Block 4 of Assessor's Addition to the City of Warren; thence in a westerly direction to the southeast corner of lot 2 of Block 3 of Assessor's Addition to the City of Warren; thence along the south property line (Beebe Ave) of lot 2 of said plat to a point on the east property line of and 30 ft. north of the southeast corner of lot 13 of Block 2 of the Assessor's Addition to the City of Warren; thence west to a point on the west property line of and 30 ft. north of the southwest corner of lot 13 of Block 2 of said plat; thence north along the west property lines of lots 13 thru 18 of Block 2 of Assessor's Plat of the City of Warren to a point on the west property line of and 116.34 ft. north of the southwest corner of lot 8 of said plat and the southeast corner of P.I.N. 13-05-429-023; thence westerly along the south property lines of P.I.N. 13-05-429-022 and 13-05-429-023, 159.48 ft. to the southwest corner of P.I.N. 13-05-429-022 and a point on the east property line of and 149.04 ft. south of the south side right-of-way of Chicago Road and northeast corner of P.I.N. 13-05-428-009; thence south 115 ft. to the southeast corner of P.I.N. 13-05-428-009; thence westerly 105.25 ft. to the southwest corner of said P.I.N.; thence northerly to a point on the west property line of and 40 ft. north of the southwest corner of said P.I.N. and the southeast corner of P.I.N. 13-05-428-001; thence west along the south property line of said P.I.N. 135.74 ft. to the center of Lexington Heights Street; thence northerly to a point on the north right-of-way line of Chicago Road and the southwest corner of P.I.N. 13-05-433-001 thru 13-05-433-006 Village West M CCP Condominiums; thence northerly along the west property line of said condominiums to a point on the south side of the Red Run Drain; thence easterly along the south side of the Red Run Drain traversing across Mound Road and continuing to a point being the northeast corner of P.I.N. 13-04-329-001; thence south along the east property line of said P.I.N. 405 ft. to the northeast corner of lot 15 of Block 7 of Assessor's Addition of the City of Warren; thence easterly along the north property line of said lot 67.70 ft.; thence southerly along the east property line of said lot to the point of beginning on the north side right-of-way of Chicago Road.

Also non-contiguous parcels identified as follows: Eckstein Park consisting of P.I.N. 13-04-326-001 through 13-04-326-003; and Warren Union Cemetery consisting of P.I.N. 13-05-180-002.

(Ord. No. 30-1006, § 2, 9-23-14)

Sections 21A.33—21A.35 - Reserved.

SECTION 3. This Ordinance shall take effect on _____, 20__.

I HEREBY CERTIFY that the foregoing Ordinance No. 30-_____ was adopted by the Council of the City of Warren at its meeting held on _____, 20__.

SONJA BUFFA
City Clerk

Published: _____, 20__.

ID 102677

RESOLUTION FOR AMENDMENT TO ORDINANCE NO. 30; APPENDIX A OF THE ZONING ORDINANCE, ARTICLE XXI-A – VILLAGE HISTORIC DISTRICT, DIVISION 1 – GENERALLY, SECTION 21A.01 – BACKGROUND AND PURPOSE (C), (D), AND (F), SECTION 21A.02 – DISTRICT BOUNDARIES (A) AND (B), SECTION 21A.03 – DEFINITIONS, SECTION 21A.04 – RESERVED; DIVISION 2 – MEMBERSHIP, POWERS, AND DUTIES, SECTION 21A.07 – ESTABLISHED; MEMBERSHIP; TERMS; VACANCIES (B), SECTION 21A.08 – POWERS AND DUTIES (H), (L), (M), (N), (Q), (R), (S), AND THE ADDITION OF (T); DIVISION 3 – PERMIT APPLICATION, REVIEW, AND APPEAL, SECTION 21A.12 – PERMIT (A) (2); SECTION 21A.14 – FILING FEE, SECTION 21A.16 – COMMISSION ACTION, AND STANDARDS FOR REVIEW (A) (1) (I); DIVISION 4 – METHODS TO PRESERVE RESOURCES, SECTION 21A.25 – PLAN FOR PRESERVATION OF RESOURCE, SECTION 21A.26 – PREVENTION OF DEMOLITION BY NEGLECT, SECTION 21A.27 – DEMOLOTION; ADDITION OF DIVISION 6 – HISTORIC DISTRICT BOUNDARIES

A regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on _____, 2024, at 7 p.m. Eastern Standard Time in at the Warren Community Center, Warren, Michigan.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Councilmember _____ and supported by Councilmember _____:

On May 20, 2024, a public hearing was held before the Planning Commission wherein the proposed amendment to the Zoning Ordinance was considered, and the Commission reviewed evidence concerning compliance with all laws and fines; and

At said hearing on May 20, 2024, the Planning Commission recommended approval of the attached Ordinance, to bring it into conformity with state law so that the City of Warren may apply for a Certified Local Government (CLG) designation.

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 the _____ day of _____, 2024.

SONJA BUFFA
City Clerk

At a Special meeting held on July 25, 2024, the City Council made the formal motion to approve the first reading of the attached Ordinance.

NOW THEREFORE, BE IT RESOLVED that the City Council recommends the the approval of the amendment to Ordinance No. 30; Appendix A of the Zoning Ordinance, ARTICLE XXI-A – VILLAGE HISTORIC DISTRICT, DIVISION 1 – GENERALLY, Section 21A.01 – Background and purpose (c), (d), and (f), Section 21A.02 – District Boundaries (a) and (b), Section 21A.03 – Definitions, Section 21A.04 – Reserved; DIVISION 2 – MEMBERSHIP, POWERS, AND DUTIES, Section 21A.07 – Established; membership; terms; vacancies (b), Section 21A.08 – Powers and duties (h), (l), (m), (n), (q), (r), (s), and the addition of (t); DIVISION 3 – PERMIT APPLICATION, REVIEW, AND APPEAL, Section 21A.12 – Permit (a) (2); Section 21A.14 – Filing fee, Section 21A.16 – Commission action, and standards for review (a) (1) (i); DIVISION 4 – METHODS TO PRESERVE RESOURCES, Section 21A.25 – Plan for preservation of resource, Section 21A.26 – Prevention of demolition by neglect, Section 21A.27 – Demolition; Addition of DIVISION 6 – HISTORIC DISTRICT BOUNDARIES.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.