



WARREN, OHIO 44122-1000  
The City of Warren, Ohio 44122  
Warren, OH 44122  
(513) 261-2500  
Fax (513) 261-2500  
www.warrenohio.gov

February 27, 2025

TO: Mindy Moore, Council Secretary

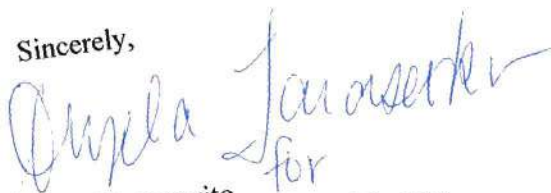
RE: Request to Schedule Public Hearing to Receive Comments on the Proposed 2025-2026 Action Plan  
(Application for CDBG, HOME, and HOPWA funds)

Dear Ms. Moore:

At the March 11, 2025 Council Meeting please schedule a public hearing for April 8, 2025 to receive input on the proposed 2025-2026 Action Plan. The Action Plan is a component of the Consolidated Plan that serves as the City's application for CDBG, HOME, and HOPWA funding.

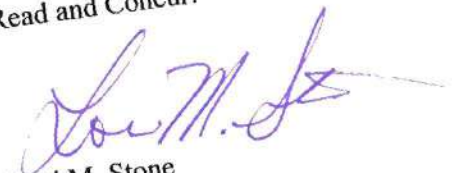
Members of the public must be allowed to appear before Council to comment on the proposed Action Plan (written comments must also be accepted). The deadline to submit comments on the proposed plan is April 14, 2025. The public hearing must be scheduled this far in advance so the appropriate public notice can be made.

Sincerely,

  
for

Tom Bommarito  
Community Development Director

Read and Concur:

  
Lori M. Stone  
Mayor

March 4, 2025

Mindy Moore  
Council Secretary

RE: Advance to Warren Land Bank Authority

Honorable Council Secretary,

Pursuant to Warren's Land Bank Authority's request for \$25,000 in funding from the city's general fund to launch operations until the Land Bank Authority generates operating revenue and can return taxpayer dollars to the general fund. Furthermore, with the support of City Council's motion approved on February 11, 2025 to authorize the issuance of a \$25,000.00 advance from the City of Warren's general fund to the Warren Land Bank Authority.

Please include in your motion the authority to issue a check once the Land Bank Authority has established a bank account for that purpose. In remitting this grant of funds, we entrust the Land Bank Authority with sound fiscal practice and the prudent use of public funds. I therefore make this request that the issuance of the public funds be conditioned upon: 1) Adherence to the City of Warren Purchasing Ordinance when procuring goods or services with City funds the including bidding procedures and thresholds.

No budget appropriation is necessary as the payment is an advance to be reimbursed to the City of Warren's general fund from grant funds or other Land Bank Authority revenues.

Sincerely,



Lori M. Stone  
Mayor

CC: Controller  
Treasurer



DATE: MARCH 3, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
FROM: RFP-W-1278 REVIEW PANEL  
SUBJECT: REVIEW PANEL RECOMMENDATION TO AWARD BROKER SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOMES/PROPERTIES

**RECOMMENDATION:**

The RFP-W-1278 Review Panel recommends that a contract to provide Broker Services for a two (2) year period be awarded to Sunflower Realty, LLC., 835 Mason Street, Suite D175, Dearborn, MI 48124 at the rates shown in the table below.

ITEM	DESCRIPTION	COMMISSION FOR EACH HOME (% of Sales Price)
1	Market and sell single-family homes with an average sales price of \$200,000 (Estimated range \$180,000 to \$220,000).	3%

**OVERVIEW:**

The City of Warren solicited proposals from real estate broker services to market and sell single-family homes for the Community Development Block Grant (CDBG). CDBG has two (2) homes being constructed with an anticipated completion date during the Spring of 2025, which will need broker services.

**RFP PROCESS:**

On January 29, 2025, an electronic proposal was publicly opened for RFP-W-1278. One firm responded with a proposal.

- Sunflower Realty, LLC.

**RECOMMENDATION:**

The RFP-W-1278 Review Panel unanimously recommends Sunflower Realty as the Broker for CDBG properties. Mariam Khalaf is the founder of Sunflower Realty, LLC. Mariam has been a licensed Broker since 2018 and a licensed Realtor since 2002. Mariam will be the main agent responsible for marketing and selling homes under this proposal.

The Community Development Department has reached out to the references provided by Sunflower Realty and received excellent reviews of Sunflower's work. In fact, the City of Dearborn has recently extended their agreement with Sunflower to market and sell homes.

The commission fee of 3% will be for Sunflower Realty's listing broker services. The payment to Sunflower Realty will occur at the time of real estate closing and will be paid out of the proceeds of the sale.

If approved by your honorable body, this agreement will commence upon the execution of the contract.

The attached contract has been approved as to form by the Assistant City Attorney, Jennifer Pierce.



Jennifer Pierce  
Assistance City Attorney

Respectfully Submitted,



Craig Treppa  
Purchasing Agent

**REVIEW PANEL MEMBERS:**

Tom Bommarito, Community Development Director  
Angela Rogensues, City Council President  
Angela Tarasenko, Administrative Assistant  
Timothy Babinski, Community Development, Tech 2  
Mark Knapp, Assistant City Controller  
Jennifer Pierce, Assistant City Attorney  
Angela Tarasenko, Administrative Assistant  
Tom Bommarito, Economic Development Director/TIFA Director  
Jacqueline Damron, Acting Human Resource and Risk Management Director  
Craig Treppa, Purchasing Agent

Approved By:	Signature	Date
Budget Director:		3/4/25
Controller:		3/4/25
MAYOR:		3/4/2025



**RESOLUTION**

Document No: RFP-W-1278

Product or Service: Broker Services

Requesting Department: Economic Development

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

The City of Warren is interested in obtaining Real Estate Broker services to market and sell Community Development Block Grant (CDBG) properties. Electronic Request for Proposals were accepted, publicly opened and read on January 29, 2025 at 1 p.m.

The following initial proposals have been received by City Council:

**PROPOSERS:**

Sunflower Realty, LLC.

The review panel has recommended Sunflower Realty, LLC., 835 Mason Street, Suite D175, Dearborn, MI 48124 in accordance with RFP-W-1278 for a two (2) year term. The City will pay a total commission fee of 3% for the proper sale of all Community Development Block Grant properties at the date of real estate closing. The payment to Sunflower Realty, LLC. will occur at the time of real estate closing and will be paid out of the proceeds of the sale.

The agreement will commence upon the date of execution of a formal contract between both parties.

Based upon its proposal, it has been determined that Sunflower Realty, LLC. possesses the professional and technical skills related to experience, and/or demonstrated responsibility and/or reasonable cost.

IT IS RESOLVED, that the proposal of Sunflower Realty, LLC. in response to RFP-W-1278 is accepted by City Council.

IT IS FURTHER RESOLVED, that the Economic Development Director is authorized to approve and sign listing agreements with Sunflower Realty, LLC. to facilitate the sale of CDBG properties subject to the terms and conditions stated in the contract.

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

X Proposal Documents  
X Contract  
X Resolution

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

AYES: Councilmembers: \_\_\_\_\_

\_\_\_\_\_  
NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Sonja Buffa  
City Clerk

**CITY OF WARREN**  
**City of Warren**  
**Real Estate Services Agreement**  
**For HOME Program Projects**

This contract, made between the City of Warren, Michigan, a municipal corporation (the "City"), whose address is One City Square, Warren, Michigan, 48093, and **Sunflower Realty, LLC** (the "Broker"), whose address **835 Mason St., Suite D175, Dearborn, Michigan 48124.**

**STIPULATIONS**

1. The City is the grant recipient of funds from the U.S. Department of Housing and Urban Development ("HUD") through the HOME Investment Partnerships Program ("HOME Program") for the redevelopment, revitalization, and stabilization of eligible neighborhoods within the City of Warren.
2. The City allocated a portion of the Funds for the construction of affordable single-family homes to be sold to low/moderate/middle income homebuyers.
3. The City desires the services of a real estate broker to market and sell these homes.
4. The Broker desires to perform the services as may be required by the City, under the terms and conditions provided in this document.

THEREFORE, in consideration of the terms and conditions contained in this agreement, and the mutual promises of the parties, and other valuable consideration, receipt of which the parties acknowledge, the City and the Broker agree as follows:

**ARTICLE 1. DEFINITIONS**

Each of the following words and terms as used in this Agreement shall have the following meanings:

**Project** shall mean the project defined by the City in the Request for Proposals-W-1278 ("RFP"), and all work and service necessary to achieve the objectives described in the RFP.

**City** shall mean the City of Warren, Michigan, a municipal corporation, and shall be construed to include any officer, employee, board, or commission acting within the scope of their authority. The term City includes the Community Development Committee and/or Director and any staff member designated by the Director.

## **CITY OF WARREN**

**Agreement** shall mean this Real Estate Services Agreement between the Broker and City, including all attached exhibits, the RFP, the Broker's Proposal (Exhibit A), Bid form, and specifications, and any attendant addenda, exhibits, and memoranda, the terms of which are incorporated by reference and made a part of this Agreement.

**Broker** shall mean **Sunflower Realty, LLC** and any employee, agent, and/or consultant working on its behalf.

**Director and/or Staff** shall mean the Community Development Director and any Staff member designated by the Director to act on his or her behalf.

### **ARTICLE 2. SERVICES TO BE PERFORMED**

1. The Broker shall perform in a professional, competent and prompt manner, all real estate services required as specified in the RFP. The Broker shall comply with and provide services in accordance with this Agreement.
2. The Broker shall be responsible for compliance with the requirements of all applicable laws, regulations, codes, and statutes.
3. The Broker shall provide, at its sole expense, all personnel, services and supplies necessary for the completion of the services.
4. The Broker shall conform and be bound by standards and criteria furnished by the City, provided that the requirements of such documents do not materially alter the terms of this Agreement. The Broker shall consult and cooperate with the City's Community Development Director and Staff relative to the marketing and sale of the homes. The presence and involvement of the City's professional personnel shall not relieve the Broker of any of its responsibilities under this Agreement, nor shall it be construed as a substitute for any part of the Broker's services called for in this Agreement.



## **CITY OF WARREN**

### **ARTICLE 3. SCOPE OF SERVICES**

The Broker's services under this Agreement shall encompass the work described below as well as in the RFP. The City reserves the right to market and sell these homes by owner during construction and prior to listing the property with the Broker. Marketing of the homes by Broker shall not be limited to Macomb County and must be directed to persons of low- to moderate-income regardless of race, religion, sex, color, national origin, age, height, weight, marital status, handicap, or other protected class status

1. At the request of the City, the Broker will market and sell single-family homes constructed with City of Warren HOME funds to buyers in compliance with HOME Program rules and regulations and City policy governing the sale of the homes. For each property listed with the Broker, the owner (City, non-profit, or for-profit organization) will enter into a listing agreement with the Broker approved by the City Attorney as to form (sample attached as Exhibit B).
2. The homes must be listed with both Realcomp II Ltd. and MIRealSource MLS, as well as other websites mutually agreed upon by the Broker and the City.
3. The homes must be featured in the appropriate newspapers and real estate magazines on a basis mutually agreed upon by the Broker and the City.
4. The homes must be advertised on social media on a basis mutually agreed upon by the Broker and the City.
5. The Broker must conduct at least two open houses for each home on a basis mutually agreed upon by the Broker and the City. The open houses must be adequately advertised.
6. The Broker must provide a monthly progress report to the City for each home detailing the activity from the previous month.
7. The City reserves the right to reject offers to purchase in its sole discretion, or to make them conditional upon the City's satisfaction with the offer after due diligence, notwithstanding that Broker has procured a ready, willing, and able purchaser, and in such event, the Broker will not be entitled to a commission or other compensation for the sale of the property unless and until the closing is held and completed.

## **CITY OF WARREN**

### **ARTICLE 4. CITY'S RESPONSIBILITIES**

1. The City will make the homes accessible to the Broker.
2. Upon request, the City will make available for review by the Broker the applicable HOME Program rules and regulations, as well as City policies or rules and regulations of other, similar grants under the Community Development department that may affect the Broker's performance under this Agreement.
3. The City will conduct a review of potential buyer households to determine eligibility and compliance with HOME Program rules and regulations and City policy governing the sale of the homes.

### **ARTICLE 5. TERM OF AGREEMENT**

Once approved by the Warren City Council, this Agreement shall become effective on the date of execution by both parties and, unless for a specified time period not to exceed two (2) years, shall end upon the completion of the services set forth in Article 3, unless cancelled or terminated sooner in accordance with the terms of this Agreement.

### **ARTICLE 6. PAYMENT**

The City will pay the Broker a percentage of the sales price of the home **of three percent (3%)**. Payment will occur at the time of real estate closing and will be paid out of the proceeds of the sale. In no event shall the City be obligated to pay a commission or fee beyond that set forth in Broker's proposal, including in the event more than one brokerage or agent participates in the sale.

### **ARTICLE 7. CONFIDENTIAL**

Any reports, information or data prepared or assembled by the Broker under this Agreement shall be kept confidential and not made available to any third party by the Broker unless otherwise consented to in writing by the City.

### **ARTICLE 8. SUBCONTRACTING AND ASSIGNMENT**

This Agreement contemplates personal services, and the Broker shall not assign, subcontract or transfer his or her interest in this Agreement without the written consent of the City, including approval by the Mayor and City Council. In no case shall such consent relieve the Broker from the obligations under or change the terms of the Agreement.

## CITY OF WARREN

### ARTICLE 9. NOTICES

Any notice shall be given by mail and shall be deemed given on the date of mailing, postage prepaid. All notices shall be addressed as follows:

**The City:**

City of Warren Community Development  
Tom Bommarito, Director  
One City Square, Suite 210  
Warren, MI 48093

**The Broker:**

**Sunflower Realty, LLC**  
**835 Mason St.**  
**Dearborn, Michigan 48124**

### ARTICLE 10. INSURANCE

1. Prior to execution of this Agreement, the Broker shall provide the City with insurance certificates evidencing coverage in the limits and types set forth below. The additional insured language specified below must be included.
2. The Broker, at its expense, shall procure and keep in effect for the contract term and any renewal period, the following insurance:

The Awarded Vendor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37<sup>th</sup> District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is considered primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded vendor shall provide language, within the "Description of Operations" section, that "AGREES TO WAIVE THEIR INSURER'S RIGHT OF SUBROGATION UNDER ITS POLICIES".

The awarded vendor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

**COMMERCIAL GENERAL LIABILITY:**

The following coverage is part of the General Liability policy:

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

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit, Independent contractor's coverage, Broad form property damage	
Blanket contractual liability coverage	

## **CITY OF WARREN**

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

**WORKERS' COMPENSATION INSURANCE:** Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

**PROFESSIONAL LIABILITY:** Professional Liability Policy shall be in the amount of \$1,000,000 per occurrence and/or aggregate.

**UMBRELLA LIABILITY POLICY:** Umbrella liability shall be \$2,000,000 and be "following form".

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

Insurance certificates shall contain a provision to the effect that the insurance company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.

3. All policies shall contain an agreement by the insurer that such policies shall not be canceled or materially changed without at least thirty (30) days prior written notice to the City.

### **ARTICLE 11. INDEMNITY**

1. The Broker agrees to indemnify and hold harmless the City and its officers, and its employees, agents, boards, and commissions (collectively "the City") from and against all suits, damages, penalties, claims, costs, losses, and expenses, including without limitation, attorney fees, for any injury to persons or property related to or arising out of the performance of this Agreement, or error, omission or negligent act of the Broker or any person employed or engaged by the Broker.
2. The indemnification obligation under this Article shall survive the termination or expiration of this Agreement.

### **ARTICLE 12. CONFLICT OF INTEREST**

1. The Broker covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict with the performance of the services under this Agreement. The Broker further covenants that no person having any such interest shall be employed to perform services under this Agreement.
2. The Broker further covenants that no officer, member or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the performance of this Agreement has any personal or financial interest, directly or indirectly, in this Agreement or in the proceeds of this Agreement.

## **CITY OF WARREN**

3. The Broker also warrants that it will not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation or may at its election, deduct from any amounts owed to the Broker hereunder any amounts of such commission, percentage, brokerage or contingent fee.
4. The Broker agrees not to use funds received by it under the terms of the Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

### **ARTICLE 13. LIMITS OF RELATIONSHIP BETWEEN PARTIES**

The relationship between the parties shall be limited to performance of this Agreement solely in accordance with its terms. No party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party, and nothing in this Agreement shall be deemed to constitute any party or partner, agent, joint venture, or legal representative of the other parties or to create any fiduciary relationship. The relationship of the Broker to the City shall be that of an independent contractor, and no liability or benefits, such as workers compensation, pension rights, or liabilities arising out of or related to an agreement for hire or employer/employee relationship shall arise or accrue to any party or any party's agent or employee as a result of the performance of this Agreement.

### **ARTICLE 14. AMENDMENT TO AGREEMENT**

No amendment shall be effective and binding upon the parties unless it expressly refers to this Agreement, is in writing, signed and acknowledged by authorized representatives of each party and approved by the Warren City Council. Such amendment shall not invalidate this Agreement nor relieve or release the Broker of any of its obligations under this Agreement unless such is expressly stated. No increases in compensation are permitted unless additional services are to be performed as negotiated.

### **ARTICLE 15. TERMINATION**

The Agreement may be terminated by either party upon thirty (30) days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault



## **CITY OF WARREN**

of the party initiating the termination. The agreement may also be terminated at will by the City or the Broker upon at least thirty (30) days prior written notice to either party.

### **ARTICLE 16. MISCELLANEOUS**

1. **Governing Laws.** This Agreement shall be governed by the laws of the State of Michigan. Any action in law or equity brought by either party shall be brought in a court of competent jurisdiction located in and whose jurisdiction includes the County of Macomb, State of Michigan.
2. **Severability and Waiver.** The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the remainder of the Agreement. Any failure of either party to enforce a provision of this Agreement shall not be deemed to constitute a waiver of such provision. No waiver of any breach of the Agreement or of any term, right or condition, shall waive the right to enforce subsequent breaches of the Agreement or of any right, term or condition.
3. **Entire Agreement.** This Agreement, including the documents referred to in Article 1 above, encompasses the entire understanding between the parties and shall not be modified, changed, or altered except in writing with the approval of the City Council.
4. **Headings.** The headings of this Agreement are for convenience only and shall not be used to construe, limit, or interpret any of the terms of this Agreement.
5. **Successors.** This Agreement shall insure to and be binding upon the parties and their respective successors and assigns.

### **ARTICLE 17. NONDISCRIMINATION**

The Broker and its subcontractors will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, religion, sex, color, national origin, age, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the job. Breach of this covenant may be regarded as a material breach of this Agreement.

**CITY OF WARREN**

**ARTICLE 18. SIGNATURES**

**WITNESS:**

\_\_\_\_\_

**SUNFLOWER REALTY, LLC**

By: \_\_\_\_\_

Mariam Khalaf, Owner

Date: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**CITY OF WARREN:**

By: \_\_\_\_\_

Lori M. Stone, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Sonja Buffa, Clerk

Date: \_\_\_\_\_

CITY OF WARREN

**EXHIBIT A:**  
**Sunflower Realty, LLC. Proposal**



**SUNFLOWER**  
REALTY

**Proposal Plan**

**RFP-W-1278**

**City of Warren**

**Real Estate Broker Services for Community Development  
Homes/Properties**

**PROJECT NUMBER RFP-W-1278**

**Mariam Khalaf, Broker**

**835 Mason Street**

**Suite D175**

**Dearborn MI 48124**

**(313) 747-0700**

**(313) 377-8400**

**[mariamsestate@aol.com](mailto:mariamsestate@aol.com)**



**[www.mariamkhalaf.com](http://www.mariamkhalaf.com)**

## **Purpose**

Sunflower Realty is applying for the bid to list properties for the City of Warren, leveraging our experience of 31 years in the industry to provide exceptional real estate services to our clients. We provide our real estate services and tools with an extensive customer service and sales experience. We meet the expected objectives of the city to sell residential properties. We assist and provide an outstanding service with the listing and selling process for the project. We assist and provide an outgoing sales experience for the project and assist with bringing in the best revenue possible for the project.

Our purpose at Sunflower Realty is to provide exceptional real estate services to our clients, and we believe that this opportunity aligns perfectly with our mission. Our team is committed to delivering high-quality, professional services that exceed our clients' expectations. As a locally owned and operated real estate brokerage, we take pride in our ability to understand the unique needs and goals of the City of Warren and its community and residents.

## **Objective**

Our objective is to work closely with the City of Warren to ensure that all properties are marketed effectively and sold quickly and efficiently. We will focus on providing exceptional service to our clients and maximizing their return on investment.

## **About Me**

As the founder of Sunflower Realty, I have been a Broker/Realtor for 31 years and have extensive experience in the industry. My focus has always been on building strong relationships with my clients, providing personalized service, and staying up to date with the latest trends and technologies in the industry. With the exceeding years of experience in the real estate industry and a deep understanding of the city of Warren market, I am confident that I can provide the city with unparalleled expertise and support in listing their properties. As a local brokerage, we are deeply invested in the success of the community and take pride in our role as a trusted advisor and partner to our clients. By listing with Sunflower Realty, the city can rest assured that they will receive personalized attention, innovative marketing strategies, and a seamless transaction experience. We are committed to leveraging our expertise and resources to ensure that the city's properties are showcased to their fullest potential and achieve the highest possible value.

We provide you with service that is professional, courteous and responsive towards helping you sell or buy your property. We bring a wealth of knowledge on local communities, current market conditions, and property selling and buying process. Our brokerage services guarantee full commitment to provide you with excellent services. We consult and coordinate with our clients to process and determine their real estate needs. We always acknowledge that our services to all clients is completely confidential and therefore we take matters of privacy agreements and





disclosures as an ethical standard. We strive to provide exceptional service every step of the way, so we can provide you with a real estate experience that exceeds the client expectations.

## **Our Mission for Proposal**

At Sunflower Realty, our mission is to provide exceptional real estate services to our clients and to make the buying and selling process as smooth and stress-free as possible. We believe that real estate is not just about transactions, but about building lasting relationships with our clients and helping them achieve their goals.

We present superior real estate experience for the sellers and buyers. As a broker and owner of my own firm Sunflower Realty; I am a dedicated real estate company with many successful sales. Our brokerage is very familiar with the real estate industry. We will pass our knowledge on to you to help you make the best transactions for your real estate properties. We have an impeccable and etiquette reputation in our business field, many among communities and peers. We will make sure you receive the best possible care and attention with my services, from potentially listing properties to negotiating the final price and closing out the sale. We work great hours for your convenience.

We are dedicated to working and networking with many selling and buying transactions. We present listings and sales offer and show properties in accordance with our real estate practices. We also disclose material facts known about the properties. We will respond strictly to questions concerning the properties. As well as assist you in the preparation and completion of the necessary process and paperwork regarding selling your properties. We will present all written offers to the sellers, or their designated representative as prescribed by law or local practice. Upon the acceptance of an offer between you and the other parties, monitor all documents, procedures, escrow (pre-settlements) activities throughout the closing department, closing company and its closing agents as permitted by practice. I promise to keep you informed throughout the whole real estate sale process.

## **Our Marketing Materials & Strategy, Advertising, Objectives and Tools**

Our marketing and strategy will focus on leveraging our extensive network of industry contacts, utilizing targeted online advertising, and partnering with local organizations to market the properties effectively. We will also use our experience in the industry to provide valuable insights into pricing and marketing strategies. At Sunflower Realty, we believe that effective marketing and advertising are key to successful real estate transactions. We have extensive experience developing targeted marketing strategies and utilizing the latest technology and tools to ensure that our clients' properties receive maximum exposure. Our team is well-versed in utilizing social media, online platforms, and other marketing channels to reach potential buyers and sellers.

We understand that each property is unique, and we tailor our marketing materials and strategy to best showcase its individual features and benefits. Our objective is to create a comprehensive and visually appealing marketing package that effectively communicates the value of each property to potential buyers. We utilize a variety of tools and techniques, such as professional photography, virtual tours, targeted social media advertising, and email campaigns, to reach a wider audience and generate interest in each property. With our extensive experience in real estate marketing, we are



confident in our ability to develop and implement a successful marketing campaign for the city of Warren.

We will use a variety of tools to help us achieve our objectives, including advanced real estate software, online advertising platforms, and industry-leading market analysis tools. Our services give a competitive advantage at no additional costs. For closings we have multiple title companies that we associate with through-out the business for sale closings. We provide free photography for all the properties for exterior and interior views. We have our own professional descriptive writer and ad creator for property postings in our firm that stream on social media. We have all the proper tools, software's, subscriptions, and channels within our firm. We provide secure property access through Sentilock lockboxes for the listed properties; as well as a precise appointment scheduling system known as ShowingTime. We place all "for sale" yard signs at no cost to our clients.

Our listed properties are published and featured through the MLS Realcomp II. Our advanced marketing plan means the maximum amount of exposure for your properties across the highest trafficked real estate listing websites. The listed properties are also advertised and published throughout many real estate stream websites. We have stream access to hundreds of additional ongoing data sharing initiatives with many channels. Our listings appear on over 100+ real estate channel streams such as: Realtor.com, Zillow, Redfin, moveinmichigan.com, Homes.com, Homesnap, etc... We also provide social media advertisings and postings on many apps and platforms. When it comes to selling your property; we market, evaluate, and compare your property, list it on the market based on the retail market value. We also prepare and oversee all the necessary paperwork required for the sale, inspections, services, ordering inspections, final water readings and closing documents. We take care of necessary tasks required for the sale of the property. Our strategy, materials and tools are a beneficiary to all of our clients, and we provide them for all of our services.

## **Broker-Brokerage Performance/Experience**

With 31 years of experience in the industry, we have extensive experience in all aspects of real estate, including buying, selling, and leasing properties. Our team is highly experienced and knowledgeable, and we are committed to staying up to date with the latest trends and technologies in the industry to ensure that our clients receive the best possible service. Sunflower Realty has a proven track record of success in the industry, and we have received numerous awards and accolades for our performance. Our team of experienced brokers is committed to providing exceptional service and maximizing our clients' return on investment.

I have sold over 500 properties and have been an active broker and servicing real estate the city of Warren community in the past. My extensive knowledge of the local market and my commitment to providing exceptional service to my clients has allowed me to build a strong reputation as a trusted real estate agent. I take great pride in helping families and individuals find their dream homes, and I believe that my expertise and dedication would be an asset in assisting the city of Warren with listing their properties. As a long-time member of the community, I am passionate about the growth and development of this city, and I am excited at the opportunity to contribute to its success.



Sunflower Realty  
835 Mason St - Suite D175  
Dearborn MI 48124  
313.747.0700

January 14, 2025

Dear Warren City Officials,

I am writing to express my interest in listing properties for the city of Warren. Sunflower Realty is excited to submit a proposal for the opportunity to list and market properties for the City of Warren. With 31 years of experience in the real estate industry, I am confident that I can contribute valuable insights and expertise to your team. We believe we have the expertise and track record to successfully execute this important task. As a locally owned and operated real estate brokerage, we take pride in our ability to understand the unique needs and goals of the City of Warren and its residents.

As a licensed real estate broker, I have a deep understanding of the local market and have built strong relationships with buyers, sellers, and other professionals in the industry. I have a proven track record of success in listing, marketing, and selling properties, and I am committed to providing the highest level of service to my clients.

If given the opportunity to list properties for the city of Warren, I would bring the following skills and expertise to the table:

1. Expertise in property valuation: With my extensive experience in the local market, I can provide accurate and reliable property valuations to ensure that properties are listed at the appropriate price.
2. Strategic marketing skills: I have a deep understanding of effective marketing strategies for real estate properties, including online and offline marketing, social media marketing, and more.
3. Negotiation skills: I have a proven track record of successful negotiations, which allows me to secure the best possible deal for my clients.
4. A strong network: I have built a strong network of industry professionals, including mortgage lenders, inspectors, and contractors, which allows me to provide my clients with comprehensive and reliable services.

I am passionate about real estate and am committed to providing the highest level of service to my clients. If given the opportunity to list properties for the city of Warren, I would work tirelessly to ensure that every property is listed and marketed effectively and that every client is satisfied with their experience. We are confident that our experience and expertise make us the ideal partner for the City of Warren. We look forward to the opportunity to discuss our proposal in more detail and answer any questions you may have.

Thank you for your consideration. I look forward to the opportunity to discuss this further.

Sincerely,

  
6146241

Mariam Khalaf, Broker / Owner

**Mariam Khalaf**  
**835 Mason Street Suite D175**  
**Dearborn MI 48124**  
**(313) 377-8400**  
**[mariamsestate@aol.com](mailto:mariamsestate@aol.com)**

## **Objective**

To secure and maintain a position as a valuable, skilled, and experienced real estate professional member in your real estate division that leverages my certifications, skills, achievements, and ability to lead real estate in a direction that provides superior listing and selling success with years of real estate experience within the real estate brokerage and marketing services. To continually strive to provide unprecedented service for vendors, clients, and customers. To manage the operations of a diversified real estate service that utilizes resources specializing in the marketing, listing, and selling of real estate properties.

## **Qualifications**

- Licensed Broker since 11/2018
- Licensed Realtor since 01/2002
- 30+ years of professional real estate sales experience.
- Licensed member of NAR, MAR, Greater Metropolitan Real Estate Boards, Dearborn Area Board, CBOR
- Extensive network of clientele in the real estate sector.
- Hands on experience in all management and administrative phases of operating/maintaining a viable wireless channel.
- Exceptional communication skill at all levels, both written and verbal.
- Excellent interpretation skills
- Proven analytical and problem-solving skills, providing effective and efficient resolutions.
- Outstanding organization, management, and leadership skills.
- Excellent interpersonal skills, able to quickly establish and maintain conducive working relationships.
- Motivated and goal oriented, continually achieving/exceeding objectives and expectations.
- Eager to acquire knowledge and skills and apply to scope of responsibilities.
- Strong work ethic: professional, loyal, dedicated, enthusiastic, and conscientious.

## **Education**

Henry Ford Community College

Majored in computer and business courses

January 1987

Michigan Institute of Real Estate Broker/Realtor  
Certifications

Fall 2001 - Present

## **Certifications & Real Estate Recognitions**

-Certified Broker, Certified Residential Specialists, Seller Representative Specialist, Certified Short Sale & Foreclosure Resource, Equator Certified, Excellence in Endorsements Certifications, C2EX Endorsement, e-Pro Certification, Certification in Leasing and Commercial, Certification in Investment and Rental Properties. Exclusive Millionaire Club for past 10 years in sales.

## **Skills**

Great problem solver, highly experienced business management, strong interpersonal skills, great team worker, and high-spirited motivated leader and multi-tasked. Immaculate typing and writing skills, creative, fluent in middle eastern languages.

## **Experience / Career Credentials**

Linked Communications Group  
Account Executive

1/2000 - 1/2004

-Directed and maintained all indirect Sub-Dealer Channel. Trained and recruited new accounts. Handled and solved all dealer issues for a better relationship between the sub-dealer and company. Implemented and initiated new techniques to ensure viability of operations, responsible for increasing profitability.

## **Sunflower Realty LLC 01/2019 – Present Broker/Owner**

-Leveraged my real estate network into a solid base of business as the principal broker. Listed and sold homes, managed the day-to-day company responsibilities and tasks. Recruited highly sought-after talent real estate agents into organization. Hired, trained, and developed a team of agents for my company. Analyze and ascertain client requirements, then assist them with requirements and specifications during sale. Solicit real estate listings and keep an active customer base. Maintained current knowledge of financial institutions and loans offered. Worked with hundreds to thousands of property sale transactions with all types of real estate such as residential, multiple family, foreclosures, bank owned, vacant lands, commercials, and investments.

## **Contracted Real Estate Broker for the City of Dearborn**

**05/2023 - Present**

Listed and sold city owned vacant lots for the City of Dearborn. Completed successful real estate transactions from listing to selling to closing. Prepared and delivered necessary sale documentation and deposits to the city administrative building. Processed and fulfilled duties and necessary tasks between the city of Dearborn and the title closing company. Assured and verified qualified buyers' information, proof of funds, identity and LLC corporations.

## **Real Estate Certifications**

ePRO	SFR	ABR	CBR	NAR GRI	MOVE SAFE	CX
C-RETS	SRS	CRS	CBOR	RENE	PSA	VOXTUR
RSPS	CRB	SRES	CCIM	EQUATOR	CIPS	HUD

## **Awards & Recognitions**

Excellence in Business Benchmarking, Real Estate Marketing Sales and Superior Broker Performance 2019-2024  
Agent of the Year 2015-2024  
100% Club 2014-2018  
Executive Club Award  
Homesnap's Top 15% Award 2020 - 2024  
Real Producer Top 300 2020-2021  
Top Agent Award Homes.com 2021  
Upnest Top Agent 2022  
Rate My Agent - Agent of the Year 2022, 2023, 2024  
Homesnap's Excellence in Client Service Awards 2019-2023  
Rate My Agent Top 10 Award State Winner 2024  
Rate My Agent Top Award County Winner 2024  
Broker Excellence Award 2024  
Top 300/500 Real Producers 2024

## **Past Affiliated Real Estate Firms**

**01/2002 – 12/2018**

Century 21 Curran & Christie  
RE/Max Pavilion  
RE/Max Leading Edge  
Real Estate One Keller  
Williams Legacy  
Signature Group Realty

References available upon request.



**Lori M. Stone, Mayor**

**Purchasing Division  
Office of the Controller**  
One City Square, 4<sup>th</sup> Floor, Suite 425  
Warren, Mi 48093-5289



**Phone (586) 574-4675  
FAX (586) 574-4614**

**RFP-W-1278**

**JANUARY 14, 2025**

**REQUEST FOR PROPOSALS:**

**ELECTRONIC REQUESTS FOR PROPOSALS FOR THE SERVICES OF A REAL ESTATE BROKER TO MARKET & SELL HOMES AND PROPERTIES OWNED BY THE CITY OF WARREN, FOR THE COMMUNITY DEVELOPMENT PROGRAM, are being publicly accepted by the City of Warren Purchasing Division.**

**ELECTRONIC PROPOSALS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, JANUARY 29, 2025**

**PLEASE SEE SPECIAL INSTRUCTIONS ON PAGE TWO (2) OF THE PROPOSAL FORM**

**A PUBLIC PROPOSAL OPENING WILL TAKE PLACE AT 1:00 PM EST ON WEDNESDAY, JANUARY 29, 2025 VIA THE "ZOOM APP" WHICH WILL BE HOSTED BY THE CITY COUNCIL OFFICE. PLEASE JOIN THE ZOOM MEETING BETWEEN 12:50 AND 1:00 PM EST, ON THE DAY OF THE PROPOSAL OPENING IN ORDER TO VIEW OR LISTEN TO THE PROPOSAL OPENING VIA THE ZOOM APP.**

**LINK TO ZOOM MEETING:**

<https://cityofwarren.zoom.us/j/89182603485?pwd=xqeNs4SZLUftRge7riU9p4IHNTxawa.1>

**ZOOM CALL-IN #: 1 301 715 8592**

**ZOOM MEETING ID: 891 8260 3485**

**ZOOM MEETING PASSWORD: 111504**

**Addenda, clarifications, and changes to the proposal documents must be obtained online by registering (free registration available) for the MITN system as follows:** 1) go to [www.BidNetDirect.com/MITN](http://www.BidNetDirect.com/MITN), 2) Click on "Register Now", 3) Activate your account & select your registration option. Call 800-835-4603 and press option two (2) to speak live with customer support.

You should register for NIGP commodity codes:

**95883 – Real Estate Management Services (To Include Listing and Sale)**

**57863 – Real Estate: Land and Improvements**

**99884 – Marketing, Real Estate, Surplus**

Additional information or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren, Purchasing Division, preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org), subject; RFP-W-1278.

Sincerely,

Craig Treppa  
Purchasing Agent

**RFP TERMINOLOGY**

- A. This Request for Proposal document may be referred to as "RFP," "Bid," or "Proposal."
- B. This RFP may refer to The Community Development Program as "City."
- C. This RFP may refer to the entity or individual submitting a proposal as "Bidder," "Proposer," "Contractor," "Independent Contractor," or "Vendor."

**SPECIAL INSTRUCTIONS FOR ELECTRONIC BID SUBMISSION:**

The City will require the vendor to perform the following, via the BidNet (MITN) system, within the solicitation, in order to have the bid considered for award:

1. The City will only accept electronic bids submitted via the BidNet (MITN) system.
2. **The bidder shall complete the bid form in its entirety, sign Page Four (4) and all other appropriate areas (clauses, etc.), scan the document, and upload the completed document (pages 1-35) with your electronic bid submission.**
3. If the Vendor has any questions regarding the steps needed to complete the electronic bid submission, they shall contact the BidNet (MITN) help desk at 1-800-835-4603. Select Option 2 when prompted.
4. Electronic bids must be entered no later than the bid due date and time. The BidNet (MITN) system will prohibit vendors from entering bid information after the scheduled due date/time.
5. The City of Warren shall not have access to bid results until after the scheduled due date and time.
6. The bid opening shall be made available to the public via a "Zoom Meeting". Interested parties will need to access the Zoom app and enter the Meeting ID # and the Password in order to obtain access to the public bid opening. Interested members of the public may view or listen to the results at that time.
7. No awards will be granted during the public opening of bids/proposals.
8. The Zoom Meeting Call-in #, ID# and password for this bid opening can be found on the first page of this bid document.
9. The link to view the bid opening via "Zoom Meeting" can be found on the first page of this bid document.
10. The public shall have the ability to join the Zoom Meeting any time after 12:50 pm EST on the bid due date.
11. The public bid opening via "Zoom" shall occur at 1:00 pm EST on the bid due date.

Company Name: Sunflower Realty LLC

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**REAL ESTATE BROKER SERVICES FOR COMMUNITY DEVELOPMENT**

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Company Name: Sunflower Realty LLC

**SIGNATURE PAGE:**

The undersigned proposes to furnish **REAL ESTATE BROKER SERVICES** for the City of Warren Community Development Program in accordance with the requirements of the enclosed proposal specification, which are to be considered an integral part of this proposal, at the prices indicated below and detailed in this proposal:

**ENTER PRICING INFORMATION ON PAGE FIVE (5) OF THE PROPOSAL**

**IT IS MANDATORY OF ALL PROPOSERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR ELECTRONIC PROPOSAL. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW MAY RESULT IN YOUR PROPOSAL NOT BEING ACCEPTED.**

**FAILURE TO COMPLY WITH THE REQUIREMENTS, PROCEDURES, AND PROVIDE INFORMATION AS REQUESTED BY THIS DOCUMENT MAY RESULT IN DISQUALIFICATION.**

The undersigned has carefully checked the Proposal submission and understands that they shall be responsible for any error or omission in this proposal offer and is in receipt of all addenda as issued.

By signing below, the proposer agrees to all requirements and provisions stated within this document, unless clearly stated in the Exceptions Section below.

Signature of Mariam Khalaf DATE: 01/20/2025  
**Authorized Company Representative**

Mariam Khalaf COMPANY NAME: Sunflower Realty LLC  
 (Print name of Signature)

<b>835 Mason Street Suite D175</b>	<b>Dearborn</b>	<b>MI</b>	<b>48124</b>
ADDRESS	CITY	STATE	ZIP CODE
<b>(313) 377-8400</b>		<b>mariamsestate@aol.com</b>	
TELEPHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS	

**EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated in this proposal.**

In the event that any addenda are posted on the MITN system, acknowledge receipt of the addenda by indicating the addenda number below and sign in the space provided. A copy of each addenda posted should be included in your proposal:

Addenda #1: <u>95883 Real Estate Management Services (To Include Listing and Sale)</u>	Signed: <u>Mariam Khalaf</u>
Addenda #2: <u>57863 -- Real Estate: Land and Improvements</u>	Signed: <u>Mariam Khalaf</u>
Addenda #3: <u>99884 -- Marketing, Real Estate, Surplus</u>	Signed: <u>Mariam Khalaf</u>

**Company Name:** Sunflower Realty LLC

Addenda #4: \_\_\_\_\_

Signed: \_\_\_\_\_

**PRICING DETAIL:**

Please complete pricing detail and submit totals on page two of the bid form. This pricing section is broken down below:

COMMISSION FEES FOR CDBG PROPERTIES				
ITEM	EST. ANNUAL QTY.	DESCRIPTION	COMMISSION FOR EACH HOME (Flat Fee or % of Sales Price)	Total (Est. Qty x Flat Fee or Est Qty x average sales price x %) Use \$200,000 as avg. sales price
1	4	Market and sell single-family homes with an average sales price of \$200,000 (Estimated range \$180,000 to \$220,000).	3 %	3 %

Please list any additional fees, below, that will be charged to the City;

N/A

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Company Name: Sunflower Realty LLC

**REFERENCES:**

Please list three references (municipalities/companies/individuals) that your company has marketed and sold similarly priced homes as described herein, in the past six (6) months.

1. Agency: \_\_\_\_\_ Year: **2007 - Present**

Address: \_\_\_\_\_

Contact Name: **Mike Salim** Phone: **(313) 212-2344**

Contact Email Address: **mmoasis12@gmail.com**

Description of Work Performed: **Real Estate Broker for Investor, Sales, Commercial**

\_\_\_\_\_  
\_\_\_\_\_

2. Agency: **MDS Homes LLC** Year: **2017- Present**

Address: **544 N. Telegraph Rd Dearborn 48128**

Contact Name: **Mike Darwish** Phone: **(734) 709-0666**

Contact Email Address: **bigmike1964@hotmail.com**

Description of Work Performed: **Real Estate Broker for Investor, Sales, Listings, Buying & Selling**

\_\_\_\_\_  
\_\_\_\_\_

3. Agency: \_\_\_\_\_ Year: **2008-Present**

Address: **1860 Rochester RD, Troy MI 48083**

Contact Name: **Mike Abdallah** Phone: **(586) 222-5444**

Contact Email Address: **mikeskg@yahoo.com**

Description of Work Performed: **Real Estate Broker for buying and selling**

\_\_\_\_\_  
\_\_\_\_\_

Company Name: **Sunflower Realty LLC**

**A. GENERAL INFORMATION****A1. OVERVIEW**

The City of Warren is requesting electronic proposals from real estate broker services to market and sell single-family homes for Community Development. This Request for Proposal defines the requirements and expectations of the broker regarding the services requested. This document also provides information clearly defining the scope of the project, as well as guidelines for the preparation of Proposals and criteria the City will use in selecting a broker. Brokers are required to clearly define any proposed changes in the contract language or any exceptions taken to the terms of this RFP. Silence of respondent concerning contract or RFP terms constitutes agreement with those terms.

**A2. POINT OF CONTACT FOR QUESTIONS**

Upon review of this entire document, each Bidder is encouraged to submit any, and all, questions you may have regarding this RFP, via e-mail, to Craig Treppa, Purchasing Agent for the City of Warren, at [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org). Bidders shall tabulate all questions no later than Tuesday, January 21, 2025 @ 3:00 pm EST. ***The City of Warren will not respond to questions submitted after this date.***

The City shall provide responses to all questions submitted and share them with all Bidders via an addendum through the MITN system. This process will ensure that all Bidders receive the same information regarding this RFP.

Except as otherwise directed, Bidders are not to communicate with other parties within The City of Warren regarding this RFP without prior written permission from the Purchasing Agent. The City's Purchasing Division is the only office authorized to change any of the terms, conditions and/or specifications related to this RFP.

**A3. PRICE CLAUSE**

The City of Warren requires that prices be held firm for 60 days or final proposal award, whichever comes first, except for the successful respondent whose proposal pricing shall be held firm for the entire length of the project and contract.

The City of Warren reserves the right to engage in the negotiation of pricing, delivery, terms and/or other conditions with the selected vendor more favorable to City when it is determined to be to the mutual benefit of both parties.

The term of the Agreement shall begin upon execution by the City, and shall continue for two (2) years.

All property sales are subject to approval by City Council and the City of Warren's Community Development Committee, as well as the execution of an agreement with the purchaser. No payments or fees shall be made unless the sale is approved by City Council and the City of Warren's Community Development Committee, and the transaction is completed through "Closing."

Company Name: Sunflower Realty LLC

**A4. EXECUTION OF CONTRACTS**

The recommended vendor will be required to execute a contract with the City. No award or acceptance of the proposal will be construed as creating a binding contract. A contract is formed when the vendor produces insurance and a written agreement is executed by the selected vendor and the City officers.

**A5. PAYMENT CLAUSE**

Payments to Broker will be made at the time of the Real Estate Closing, from the proceeds of the sale.

**A6. DISQUALIFICATION**

Failure to comply with the requirements, procedures, and provide information as requested by this document may result in disqualification.

Company Name: Sunflower Realty LLC



**B. INSURANCE REQUIREMENTS:****INSURANCE CERTIFICATE MUST BE SUBMITTED BY THE INSURANCE AGENCY, NOT THE PROPOSER.**

The Awarded Vendor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37<sup>th</sup> District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded vendor shall provide language, within the "Description of Operations" section, that "AGREES TO WAIVE THEIR INSURER'S RIGHT OF SUBROGATION UNDER ITS POLICIES".

The awarded vendor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

**COMMERCIAL GENERAL LIABILITY:**

The following coverage is part of the General Liability policy:

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

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit, Independent contractor's coverage, Broad form property damage	
Blanket contractual liability coverage	

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

**WORKERS' COMPENSATION INSURANCE:** Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

**PROFESSIONAL LIABILITY:** Professional Liability Policy shall be in the amount of \$1,000,000 per occurrence and/or aggregate.

**UMBRELLA LIABILITY POLICY:** Umbrella liability shall be \$2,000,000 and be "following form".

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

Insurance certificates shall contain a provision to the effect that the insurance company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.

(X) Can meet insurance as indicated.

( ) Cannot meet but offer the following:

Authorized signature for  
Insurance Clause

*Mariam Khalaf*

Company Name: Sunflower Realty LLC

**C. GENERAL CONDITIONS (Effective July 25, 2024)****SIGNATURE**

Bids and all information requested of the vendor shall be entered in the appropriate space on the bid form and Signature Page. Failure to do so may disqualify your offer.

An authorized officer or employee of the vendor shall sign all bids.

**ELECTRONIC BID SUBMISSION**

Electronic bids shall be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, sealed, telegraphic, or telephone bids will NOT be accepted. The bidder is required to submit their bid electronically via the BidNet (MITN) system in order to be considered for award.

Bids received after 12:30 pm of the date they are due will not be accepted.

**RELATIONSHIP DISCLOSURE**

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

**ALTERATION OF BID DOCUMENTS**

Vendor **changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive** and/or the Bidder being debarred. The only authorized vendor changes to the bid documents will be in the areas provided for the Bidder's response including the "Exceptions" section of the bid and on separate attached sheets submitted by the vendor. Vendor shall clearly identify product offered and deviations from the specification. If a change or alteration to the bid document is undetected, and the bid is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

**PRICES**

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they shall be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted.

Unit prices prevail.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

All prices will be proposed F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the bid.

**Company Name:** Sunflower Realty LLC

**AWARD**

Unless otherwise stated in the bid documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the bids shall be based upon a combination of factors, including but not limited to, adherence to bid requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid and to accept the bid that, in the opinion of the City, is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations. By signing the bid, Bidders agree to accept a split award unless the Bidder clearly indicates that it takes Exception. The bid will be awarded to that responsible, responsive firm whose bid, conforms to this solicitation and will be most advantageous to the City, with regard not only to price but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

The City reserves the right to consider as unqualified to perform the contract any bidder who does not habitually perform with its own forces seventy-five (75%) of the work involved.

**TERMINATION**

**1. Failure to Perform.** The City may terminate a bid award for the failure to perform a term of the bid specifications to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Awarded Vendor for the failure to perform services or for the violation of any other term of the bid specifications. Unless futile or the violation is recurring, the City shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work and the Awarded Vendor shall be responsible for any costs the City incurs as a result of the Awarded Vendor's violation. The City may withhold payment to offset any damages the City incurs as a result of the Awarded Vendor's violation.

**2. At Will.** A bid award may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the Awarded Vendor. In the event of termination as provided in this subsection, the Awarded Vendor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the bid specifications. Payment shall be made upon the Awarded Vendor delivering to the City all information and materials retained by the Awarded Vendor, affiliates, or subcontractors in performing the services described in the bid specifications, whether completed or in progress.

**3. MISREPRESENTATION.** In addition, the City may reject this Bid, or cancel a contract with an Awarded Vendor, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Bid.

Company Name: Sunflower Realty LLC

**SPECIFICATION**

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on City property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

**E-VERIFY**

Any bidder, attesting to his bid by signature, is affirming that the Bidder has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration) to verify the work status of all newly hired employees employed by the Bidder.

**NON-IRAN LINKED BUSINESSES**

By signing below, Bidder certifies and agrees on behalf of Bidder and the company submitting this bid the following: (1) that the Bidder is duly authorized to legally bind the company submitting this bid; (2) that the company submitting this bid is not an "Iran linked business," as defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that Bidder and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

**ASSIGNMENT OF AGREEMENT – OTHER CONTRACTORS.**

The Awarded Vendor shall not assign the contract or any part thereof without the written consent of the City.

**PERIOD AGREEMENTS**

**No Exclusive Contract/Additional Services.** The Awarded Vendor agrees and understands that the contract shall not be construed as an exclusive agreement and that the City may, at any time, secure similar or identical services at its sole option.

Any contract executed pursuant to this Bid, which is for a specific term shall include for an extension of the contract term, at the option of the City, as follows:

The City shall have the sole option to extend the contract herein for a period of two months by written notice to the Awarded Vendor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract.

The quantities have been estimated for bid award purposes and may be estimated based on past usage. The quantities may increase or decrease and the City makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

**Company Name:** Sunflower Realty LLC

**PAYMENT TERMS**

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of services, supplies, or equipment, as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee bid. Interim billings shall cover a period of not less than a calendar month.

**MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)**

All costs incurred in the preparation and presentation of this bid, in any way whatsoever, shall be wholly absorbed by the Bidder. All supporting documentation shall become the property of the City unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this RFP is not assured.

**EQUAL OPPORTUNITY CLAUSE**

This contract requires adherence to the equal opportunity clause, 41 CFR § 60-1.4.

**EXCEPTIONS TO THE BID SOLICITATION**

Each individual/group shall provide a list of Exceptions taken to this bid. Any Exceptions taken shall be identified and explained in writing. An Exception is defined as the individual/group's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the bid solicitation. If the Bidder provides an alternative solution when taking an Exception to a requirement, the benefits of this alternative solution shall be explained. The City reserves the right to accept or reject any Exception whichever is deemed to be in the best interest of the City.

**WITHDRAWAL OF BID**

Bidders may withdraw their bids by submitting a written request over the signature of an authorized individual to the Purchasing Department any time prior to the submission deadline. Bidders may thereafter submit a new bid prior to the deadline. Modification or withdrawal of the bid in any manner, oral or written, will not be considered if submitted after the deadline.

**DEFAULT TO CITY**

It is understood that any Bidder who is in default to the City at the time of opening its bid shall have its bid declared null and void.

**BIDDER DISCLOSURE**

The Bidder declares that it has not, nor will it, provide gifts, gift certificates, entertainment, favors, or other gratuities to a City official, employee, agent, or volunteer, or to their families.

The Bidder acknowledges that if it violates this policy then the City may terminate the contract with the Bidder.

Company Name: Sunflower Realty LLC

**INDEMNITY CLAUSE**

To the fullest extent permitted by law, the Bidder expressly agrees to indemnify and hold City and its Affiliates harmless against all losses and liabilities arising out of or related to bodily injury or property damages based upon any act or omission, negligent or otherwise, of Bidder or anyone acting on Bidder's behalf in connection with or incident to the work to be performed hereunder, except that Bidder shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its Affiliates, and their elected and appointed officials, employees, authorities, boards and commissions and volunteers working on behalf of the City and its Affiliates; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "breach, misappropriation or unauthorized use of data" shall mean copyright, patent, trademark or other intellectual property infringement or unauthorized use of license, software, programs, product, manuals or instructions; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury" shall mean bodily injury, sickness or disease (including death resulting at any time there from) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The Bidder's obligation to indemnify and hold the City and its Affiliates harmless shall include, but not be limited to (1) the obligation to defend the City and its Affiliates from any such suit, action or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

**APPENDIX A OF TITLE VI PLAN**

During the performance of this contract, the contractor, for itself, its assignees, and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

**1. COMPLIANCE WITH REGULATIONS.** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. NONDISCRIMINATION.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, sex, color, national origin, age, height, weight, marital status, sexual orientation, handicap, or gender identity in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

Company Name: Sunflower Realty LLC

**3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, religion, sex, color, national origin, age, height, weight, marital status, sexual orientation, handicap, or gender identity.

**4. INFORMATION AND REPORTS.** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. SANCTIONS FOR NONCOMPLIANCE.** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

**6. INCORPORATION OF PROVISIONS.** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SAFETY DATA SHEETS**

**IMPORTANT:** All City purchases require **SAFETY DATA SHEETS** where applicable, in compliance with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard.

**THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT**

**We have read and acknowledge the above GENERAL CONDITIONS**

*Mariam Khalaf*

UP23024

(Signature)

Company Name: Sunflower Realty LLC

**D. BACKGROUND**

The City of Warren is the third largest City in the State of Michigan and is located in Southern Macomb County bordering the City of Detroit. The City encompasses an area of approximately 34 square miles of fully developed industrial, commercial and residential property and is home to some 136,655 residents. The City is home to several major automobile facilities including the General Motors Technical Center and Industrial plants of General Motors Corporation and Chrysler Corporation.

The City of Warren is organized as a strong mayor form of government with legislative power vested in a City Council.

**E. SELECTION PROCESS**

All interested parties are invited to respond to this RFP document.

Responses to this Request for Proposal will be reviewed, in detail, by a review panel in compliance with the City of Warren's Purchasing Ordinance.

The City of Warren will select the Broker, which best meets its needs. The City may use the following criteria in selecting a vendor to furnish real estate broker services:

- Quality of proposal.
- Adherence to proposed requirements.
- Qualifications of the sales agent(s) responsible for providing the services.
- Prior experience selling similarly priced homes to low- and/or moderate-income homebuyers.
- Review of references.
- Marketing approach.
- Overall cost to the City.

During the evaluation process, the Review Committee may, at its discretion, require any one, or all, brokers to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Review Committee may have on a firm's proposal.

Questions regarding this RFP shall be directed via email to the Purchasing Agent, Craig Treppa, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org) no later than Tuesday, January 21, 2025 @ 3:00 pm EST.

Company Name: Sunflower Realty LLC



**F. SCOPE OF WORK – REAL ESTATE BROKER SERVICES FOR COMMUNITY DEVELOPMENT****F1. PROJECT OBJECTIVES**

The City receives funding from the Department of Housing and Urban Development (HUD) to construct new homes and rehabilitate existing homes in the City. The homes must be sold to low- to moderate-income homebuyers. The homes may be constructed in partnership with a non-profit or for-profit organization and may either be owned by the City, or by a non-profit or for-profit organization.

The City is seeking the services of a real estate broker to find buyers and to expedite the sale of the homes.

**F2. SCOPE OF SERVICES**

It is the intent of the City of Warren to award a contract for the services outlined below based on an evaluation of all proposals received.

1. At the request of the City, the Broker will market and sell single-family homes constructed or rehabilitated with City of Warren HUD funds. At a minimum, the homes must be listed with both Realcomp II Ltd. and MIRealSource MLS. Marketing of the homes shall not be limited to Macomb County, and must be directed to persons of low- to moderate-income regardless of race, religion, sex, color, national origin, age, height, weight, marital status, sexual orientation, handicap, or gender identity.
2. The homes must be sold to low- or moderate-income homebuyers, pursuant to the definitions of low- to moderate-income schedules shown on attached **Appendix A**. The mortgage product the buyer uses to finance the purchase of the home must comply with the requirements in **Appendix B**.
3. The homes will be sold at the market value. This sales price will be non-negotiable. The sales price of the homes to be sold under this program generally range from \$180,000 to \$220,000. However, there may be times that the sales price falls outside of this range.
4. The buyer must provide at least 50% of the required minimum down payment. In addition, the owner (the City of Warren) may offer a subsidy in the form of a deferred payment loan for part of the down payment and or closing costs. The commission paid to the Broker will be based upon the sales price of the home before the subsidy.
5. Homebuyer/program requirements are inclusive of, but not limited to, the requirements enumerated in the RFP document. Other specific requirements may be considered when each participant is considered. The City will perform a thorough review of each potential homebuyer household to ensure compliance with all program requirements.
6. The City reserves the right to reject any homebuyer who does not meet the program requirements and to modify and provide additional homebuyer/program requirements as necessary to incorporate changes in federal regulations and City policies governing administration of the HOME Programs.
7. The household is also required to meet the following criteria:
  - a. Only fully amortizing, fixed-rate mortgages will be acceptable.
  - b. "No-doc" or "Stated Income" loans not allowed.

Company Name: Sunflower Realty LLC

- c. The interest rate for the senior loan and associated loan costs must be within 100 basis points of the current national average for a 30-year fixed rate as published weekly by Freddie Mac ([www.freddiemac.com](http://www.freddiemac.com))
  - d. Housing debt to income ratio cannot exceed 30%
  - e. Total debt to income ratio cannot exceed 45%
  - f. Homeowner's insurance and property taxes must be escrowed.
8. The selected Broker will be required to enter into a Real Estate Services Agreement ("the Agreement") similar to the example attached in **Appendix D**, and approved by the City Attorney as to form. All services shall be performed according to the Agreement, as well as the submitted Proposal and this Request for Proposals.
  9. For each property listed with the Broker, the owner (the City of Warren) will enter into a listing agreement approved by the City Attorney.
  10. Broker's listing agreement must be attached to the proposal.
  11. The proposal submitted must provide a written description of the proposed cooperative breakdown and include any necessary justification.
  12. The City prefers that all sales be closed through their designated title company.

**The City reserves the right to sell these homes by owner during construction prior to listing the property with the broker.**

#### **G. PROPOSAL REQUIREMENTS**

All firms or individuals responding to this RFP must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the RFP. Proposals will be evaluated based upon the selection criteria presented below. Proposals should present information in a clear and concise manner, following the format indicated below:

##### **G1. MINIMUM REQUIREMENTS**

Provide documentation of adhering to the following minimum requirements:

- a) Ability to meet the insurance requirements: Please include a sample of a current insurance certificate.
- b) The awarded firm will need to be registered with the System for Award Management (SAM) and have no active exclusions.
- c) In order to be considered for award, the proposer **MUST** submit proper documentation (print out) with their electronic submission on BidNet (MITN) that shows that their business has registered with SAM. See **Appendix C** for a quick guide on how to register with SAM.

##### **G2. BROKER/AGENT OVERVIEW**

- a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all RFP information, addenda, and any other official correspondence relating to the project.
- b) Describe the Broker's qualifications and ability to successfully provide the services requested, including a description of prior experience selling similarly priced homes and prior experience selling homes to low- or moderate-income homebuyers.
- c) Provide the name of the agent or agents who will be responsible for marketing and selling the homes under the Proposal.

**Company Name:** Sunflower Realty LLC

- d) The primary agent must be properly licensed with the State of Michigan. Please include copies of required licenses.
- e) Describe the primary agent's qualifications and ability to successfully provide the services requested, including a description of the agent's prior experience selling similarly priced homes and prior experience selling homes to low- or moderate-income homebuyers.
- f) Provide contact names and telephone numbers (see reference sheet on page five (6)) for at least three (3) individuals, municipalities, or companies for which you have marketed and sold similarly priced homes in the past 6 months.

**G3. PROPOSED FEE**

- a) Using the bid form provided, indicate the fee, commission, or other compensation arrangement for the services requested in the Scope of Services.
- b) How will the commission be split between listing broker and selling broker?

**G4. MARKETING APPROACH**

- a) In addition to listing the property on both the MiRealSource MLS and Realcomp II Ltd. MLS, describe the actions which will be taken to market the listed properties.
- b) Describe the challenges anticipated in selling these homes, the impact these challenges will have, and your proposed solution(s) to address these issues.
- c) Minimum of two open houses per listing.

**H. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES AND COMMUNITY DEVELOPMENT/FEDERAL REGULATIONS****H1. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the Agreement, the Broker agrees as follows:

1. The Broker and any of its subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age, height, weight, marital status, sexual orientation, handicap, or gender identity that is unrelated to the individual's ability to perform the particular job. The Broker will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, age, height, weight, marital status, sexual orientation, handicap, or gender identity that is unrelated to the individual's ability to perform the particular job. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Broker agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Broker will, in all solicitations or advertisements for employees placed by or on behalf of the Broker state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, national origin, age, height, weight, marital status, sexual orientation, handicap, or gender identity that is unrelated to the individual's ability to perform the particular job.
3. The Broker will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each

**Company Name:** Sunflower Realty LLC

subcontractor, provided that the provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. The Broker will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Broker will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the authorized representative of the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Broker's noncompliance with the nondiscrimination clauses of the Agreement or with any such rules, regulations or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Broker may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Broker will include the provisions of paragraphs (1) through (6) of this section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
8. The Broker will take such action with respect to any subcontract or purchase order as the authorized representative of the City may direct as a means of enforcing such provisions, including sanctions for noncompliance.
9. In the event the Broker becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the authorized representative of the City, the Broker may request the United States to enter into such litigation to protect the interests of the United States.

## **H2. CERTIFICATION REGARDING LOBBYING**

The Broker, to the best of its knowledge and belief, shall certify that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Broker, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or any employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying" in accordance with its instruction.
3. The Broker shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-contracts, sub-grants, and

**Company Name:** Sunflower Realty LLC

contract under grants, loan, and cooperative agreements) and that the sub-recipients shall certify and disclose accordingly.

**H3. BROKER'S RECORDS, REPORTS, AND INFORMATION**

1. All accounts and expense records of the Broker, including personnel, property, and financial records adequate to identify and account for all costs pertaining to the Agreement, will be kept on a recognized accounting basis acceptable to the City. These records will be available to the City at mutually convenient times to assure proper accounting for all project funds, both Federal and Non-Federal shares. The Broker shall retain the records for five (5) years after the expiration of the Agreement unless permission to destroy them is granted by the City.
2. Financial management systems standards of the Broker shall be in compliance with Attachment G of the Office of Management and Budget Circular No. A-102 and such other regulations as may be applicable to budgeting, use and reporting of federal funds. The City, its auditors and federal and state agencies that have monitoring or auditing responsibilities for the Agreement will have access to any books, documents, papers, and records of the Broker which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.
3. The Broker will furnish to the City at such time and in such form as the City may require, periodic reports, financial statements, records, data, and information, as the City may request pertaining to the matters covered by the Agreement.

**H4. OWNERSHIP AND USE OF DOCUMENTS**

The Broker will retain all its records and supporting documentation relating to the performance of the Agreement for a period of five (5) years from their creation, unless such documentation is delivered to the City first.

**H5. TERM**

The term of the Agreement shall begin upon execution by the City, and shall continue for two (2) years.

**H6. INSURANCE AND INDEMNITY**

See attached insurance and indemnity requirements.

**H7. MISCELLANEOUS PROVISIONS**

1. The Broker agrees not to use funds received by it pursuant to the Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.
2. In performing the services required under the Agreement, the Broker shall not discriminate against any person on the basis of race, religion, sex, color, national origin, age, height, weight, marital status, sexual orientation, handicap, or gender identity.
3. All references in this RFP or the Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" and "shall" are interchangeable and mandatory.
4. Should any provision in the RFP or the Agreement be found or determined to be invalid, the Agreement shall be construed as not containing the provision, and all other lawful provisions shall remain in full force and effect, and therefore, the provisions of the RFP or Agreement are severable.

Company Name: Sunflower Realty LLC

5. All services provided pursuant to the Agreement are for the exclusive use and benefit of the City or non-profit or for-profit organization.
6. In the event of conflict between this RFP and the Real Estate Services Agreement, the Agreement shall control. If conflicts are noted by a respondent, respondent must advise prior to the bid due date and indicate as an exception in the bid documents.

**Company Name:** Sunflower Realty LLC

**Appendix A****SCHEDULE OF INCOME LIMITS**

(Annual income for all household members 18 years of age or older)  
(Prepared by HUD April 2024)

**HOME PROJECTS**

<u>Household Size</u>	<u>Maximum Household Income</u> (at or below 80% AMI)
1	\$ 53,700
2	\$ 61,400
3	\$ 69,050
4	\$ 76,700
5	\$ 82,850
6	\$ 89,000
7	\$ 95,150
8	\$ 101,250

Company Name: Sunflower Realty LLC

**Appendix B****City of Warren Closing Costs and Other Fee Schedules**

<b>Description of Cost</b>	<b>Max Amount</b>	<b>Explanation or Exception</b>
Application Fee	Not allowed	
Appraisal Fee	Actual	
AUS Automated Underwriting Fee	Actual cost if allowed	AUS System that is not the lender's own system, lender can collect one AUS fee. May not be allowed on FHA and VA loans
Broker Administration, Processing, Transaction Fee, etc.	Not allowed	Fees charged by a real estate broker
Buyer-Broker Fees (Real Estate)	Actual cost if allowed	Real estate broker must be exclusive agent of the buyer. Prohibited if there is any financial interest between the broker and the lender. May not be allowed on FHA and VA loans
Closing Fee	Actual cost	Allowable provided loan is closed by a 3rd party
Commission	Not allowed	Real estate commission per City contract
Courier Fees	Actual cost if allowed	May not be allowed on FHA and VA loans
Credit Report Fees	Actual cost	Costs exceeding \$75.00 should be explained and justified.
Documentation Preparation	Not allowed	Only permitted if documents are prepared by a 3rd party. Lender may not charge.
Document Stamp on Deed	Actual cost	May be charged to either buyer or seller
Express Mail/Special Delivery	Actual cost if allowed	May not be allowed on FHA and VA loans
Finders Fees & Kickback Payments	Not allowed	
Flood Plain Determination Insurance	Actual cost	Reasonable & customary fee for the initial determination of flood zone.
Flood Certification	Actual cost	Fee for determining the continuing determination flood zone status for the life of the mortgage may be charged to the buyer.
Home Inspection Fee	Actual cost	The lower of \$350 or the actual cost may be included as closing costs. (Not allowed as part of the buyer's required contribution for a DPA loan.)
Homeowners Insurance	Actual cost	May be included as closing cost (Not allowed as part of the buyer's required contribution for a DPA loan.)
Discount, Lock-in, or Commitment Fee	Actual cost	If charged, must be in writing & must guarantee the rate and/or discount points for a period of not less than 15 days before the anticipated closing date.
Notary Fee	Actual cost	Provided services are performed by a 3rd party
Origination Fee	Allowed	Up to 2% of first mortgage amount, excluding UFMIP for FHA Loans
Pest Inspection	Actual cost	
Processing Fee	Not allowed	Not allowed when charged by the lender or real estate broker
Recording Fee	Actual Costs	
Servicing Fee	Not allowed	
Tax Certificate	Not allowed	
Tax Service Fee (Real Estate)	Not allowed	
Title Insurance	Actual cost	Mortgage premium only
Underwriter Fee	Not allowed	
Verifications	Actual cost	Only if charged by a 3rd party - a maximum of \$30
Wire Fee	Not allowed	

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**APPENDIX C**

**Quick guide - How to register with SAM**

This document is available on the BidNet (MITN) system  
as a separate document

In addition, the link to SAM's Entity Registration webpage appears below:

<https://sam.gov/entity-registration>

Company Name: Sunflower Realty LLC

**Appendix D**  
**Sample Real Estate Services Agreement**  
**For HUD Assisted Projects**

**REAL ESTATE SERVICES AGREEMENT**  
**FOR HOME PROGRAM PROJECTS**

This contract, made this \_\_\_\_ day of \_\_\_\_\_, 2025, between the City of Warren, Michigan, a municipal corporation (the "City"), whose address is One City Square, Warren, Michigan, 48093 and ----**Broker's Name here---** (the "Broker"), whose address --- **Company address here---**.

**STIPULATIONS**

1. The City is the grant recipient of funds from the U.S. Department of Housing and Urban Development ("HUD") for the redevelopment, revitalization, and stabilization of eligible neighborhoods within the City of Warren.
2. The City allocated a portion of the Funds for the construction and rehabilitation of affordable single-family homes to be sold to low- to moderate-income homebuyers.
3. The City desires the services of a real estate broker to market and sell these homes.
4. The Broker desires to perform the services as may be required by the City, under the terms and conditions provided in this document.

THEREFORE, in consideration of the terms and conditions contained in this agreement, and the mutual promises of the parties, and other valuable consideration, receipt of which the parties acknowledge, the City and the Broker agree as follows:

**ARTICLE 1. DEFINITIONS**

Each of the following words and terms as used in this Agreement shall have the following meanings:

**Project** shall mean the project defined by the City in the Request for Proposals-W-1278 ("RFP"), attached as Exhibit A, and any, and all, work, and service necessary to achieve the objectives described in the RFP.

**City** shall mean the City of Warren, Michigan, a municipal corporation, and shall be construed to include any officer, employee, board, or commission acting within the scope of their authority.

**Company Name:** Sunflower Realty LLC

The term City includes the Community Development Committee and/or Director and any staff member designated by the Director.

**Agreement** shall mean this Real Estate Services Agreement between the Broker and City, including all attached exhibits, the RFP, the Broker's Proposal, Bid form, and specifications, and any attendant addenda, exhibits, and memoranda, the terms of which are incorporated by reference and made a part of this Agreement.

**Broker** shall mean --- **Broker's Name**---and any employee, agent, and/or consultant working on its behalf.

**Director and/or Staff** shall mean the Community Development Director and any Staff member designated by the Director to act on his or her behalf.

#### **ARTICLE 2. SERVICES TO BE PERFORMED**

1. The Broker shall perform in a professional, competent, and prompt manner, all real estate services required as specified in the RFP. The Broker shall comply with and provide services in accordance with this Agreement.
2. The Broker shall be responsible for compliance with the requirements of all applicable laws, regulations, codes, and statutes.
3. The Broker shall provide, at its sole expense, all personnel, services and supplies necessary for the completion of the services.
5. The Broker shall conform and be bound by standards and criteria furnished by the City, provided that the requirements of such documents do not materially alter the terms of this Agreement. The Broker shall consult and cooperate with the City's Community Development Director and Staff relative to the marketing and sale of the homes. The presence and involvement of the City's professional personnel shall not relieve the Broker of any of its responsibilities under this Agreement, nor shall it be construed as a substitute for any part of the Broker's services called for in this Agreement.

Company Name: Sunflower Realty LLC

**ARTICLE 3. SCOPE OF SERVICES**

The Broker's services under this Agreement shall encompass the work described below as well as in the RFP. The City reserves the right to market and sell these homes by owner during construction and rehabilitation and prior to listing the property with the Broker. Marketing of the homes by Broker shall not be limited to Macomb County and must be directed to persons of low- to moderate-income regardless of race, religion, sex, color, national origin, age, height, weight, marital status, sexual orientation, handicap, or gender identity.

1. At the request of the City, the Broker will market and sell single-family homes constructed with City of Warren HUD funds to buyers in compliance with program rules and regulations and City policy governing the sale of the homes. For each property listed with the Broker, the City will enter into a listing agreement with the Broker approved by the City Attorney as to form (sample attached as Exhibit B).
2. The homes must be listed with both Realcomp II Ltd. and MIRealSource MLS, as well as other websites mutually agreed upon by the Broker and the City.
3. The homes must be featured in the appropriate newspapers and real estate magazines on a basis mutually agreed upon by the Broker and the City.
4. The homes must be advertised on social media on a basis mutually agreed upon by the Broker and the City.
5. The Broker, must conduct at least two open houses for each home on a basis mutually agreed upon by the Broker and the City. The open houses must be adequately advertised.
6. The Broker must provide a monthly progress report to the City for each home detailing the activity from the previous month.
7. The City reserves the right to reject offers to purchase in its sole discretion, or to make them conditional upon the City's satisfaction with the offer after due diligence, notwithstanding that Broker has procured a ready, willing, and able purchaser, and in such event, the Broker will not be entitled to a commission or other compensation for the sale of the property unless and until the closing is held and completed.

**Company Name:** Sunflower Realty LLC

**ARTICLE 4. CITY'S RESPONSIBILITIES**

1. The City will make the homes accessible to the Broker.
2. Upon request, the City will make available for review by the Broker the applicable HUD Program rules and regulations, as well as City policies that may affect the Broker's performance under this Agreement.
3. The City will conduct a review of potential buyer households to determine eligibility and compliance with HUD program rules and regulations and City policy governing the sale of the homes.

**ARTICLE 5. TERM OF AGREEMENT**

Once approved by the Warren City Council, this Agreement shall become effective on the date of execution by both parties and, unless for a specified time period not to exceed two (2) years, shall end upon the completion of the services set forth in Article 3, unless cancelled or terminated sooner in accordance with the terms of this Agreement.

**ARTICLE 6. PAYMENT**

The City will pay the Broker a percentage of the sales price of the home **(to be determined)**. Payment will occur at the time of real estate closing and will be paid out of the proceeds of the sale.

The Broker will retain **(to be determined)** of the total commission and will provide **(to be determined)** to the selling agent. In the event that the Broker is also acting as the selling agent, the Broker will retain the full **(to be determined)** commission. In no event shall City be obligated to pay a commission or fee beyond that set forth in Broker's proposal, including in the event more than one brokerage or agent participates in the sale.

**ARTICLE 7. CONFIDENTIAL**

Any reports, information or data prepared or assembled by the Broker under this Agreement shall be kept confidential and not made available to any third party by the Broker unless otherwise consented to in writing by the City.

Company Name: Sunflower Realty LLC

**ARTICLE 8. SUBCONTRACTING AND ASSIGNMENT**

This Agreement contemplates personal services, and the Broker shall not assign, subcontract, or transfer his or her interest in this Agreement without the written consent of the City, including approval by the Mayor and City Council. In no case shall such consent relieve the Broker from the obligations under or change the terms of the Agreement.

**ARTICLE 9. NOTICES**

Any notice shall be given by mail and shall be deemed given on the date of mailing, postage prepaid. All notices shall be addressed as follows:

**The City:**

City of Warren Community Development  
Tom Bommarito, Director  
One City Square, Suite 210  
Warren, MI 48093

**The Broker:**

**(Broker's name)**  
**(Address)**

**ARTICLE 10. INSURANCE**

1. Prior to execution of this Agreement, the Broker shall provide the City with insurance certificates evidencing coverage in the limits and types set forth below. The additional insured language specified below must be included.
2. The Broker, at its expense, shall procure and keep in effect for the contract term and any renewal period, the following insurance:

The Awarded Vendor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37<sup>th</sup> District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is considered to be primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded vendor shall provide language, within the "Description of Operations" section, that "AGREES TO WAIVE THEIR INSURER'S RIGHT OF SUBROGATION UNDER ITS POLICIES".

The awarded vendor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

**COMMERCIAL GENERAL LIABILITY:**

The following coverage is part of the General Liability policy:

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

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

**Company Name:** Sunflower Realty LLC

Medical Expense-Any one person \$ 5,000  
Per project aggregate limit, Independent contractor's coverage, Broad form property damage  
Blanket contractual liability coverage

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

**WORKERS' COMPENSATION INSURANCE:** Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

**PROFESSIONAL LIABILITY:** Professional Liability Policy shall be in the amount of \$1,000,000 per occurrence and/or aggregate.

**UMBRELLA LIABILITY POLICY:** Umbrella liability shall be \$2,000,000 and be "following form". Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests. Insurance certificates shall contain a provision to the effect that the insurance company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.

3. All policies shall contain an agreement by the insurer that such policies shall not be canceled or materially changed without at least thirty (30) days prior written notice to the City.

#### ARTICLE 11. INDEMNITY

1. The Broker agrees to indemnify and hold harmless the City and its officers, and its employees, agents, boards, and commissions (collectively "the City") from and against all suits, damages, penalties, claims, costs, losses, and expenses, including without limitation, attorney fees, for any injury to persons or property related to or arising out of the performance of this Agreement, or error, omission or negligent act of the Broker or any person employed or engaged by the Broker.
2. The indemnification obligation under this Article shall survive the termination or expiration of this Agreement.

#### ARTICLE 12. CONFLICT OF INTEREST

1. The Broker covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict with the performance of the services under this Agreement. The Broker further covenants that no person having any such interest shall be employed to perform services under this Agreement.
2. The Broker further covenants that no officer, member or employee of the City and no other public official who exercises any functions or responsibilities in the review or

Company Name: Sunflower Realty LLC

approval of the performance of this Agreement has any personal or financial interest, directly or indirectly, in this Agreement or in the proceeds of this Agreement.

3. The Broker also warrants that it will not and has not employed any person to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Agreement without penalty, liability or obligation or may at its election, deduct from any amounts owed to the Broker hereunder any amounts of such commission, percentage, brokerage or contingent fee.
4. The Broker agrees not to use funds received by it under the terms of the Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

#### **ARTICLE 13. LIMITS OF RELATIONSHIP BETWEEN PARTIES**

The relationship between the parties shall be limited to performance of this Agreement solely in accordance with its terms. No party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party, and nothing in this Agreement shall be deemed to constitute any party or partner, agent, joint venture, or legal representative of the other parties or to create any fiduciary relationship. The relationship of the Broker to the City shall be that of an independent contractor, and no liability or benefits, such as workers compensation, pension rights, or liabilities arising out of or related to an agreement for hire or employer/employee relationship shall arise or accrue to any party or any party's agent or employee as a result of the performance of this Agreement.

#### **ARTICLE 14. AMENDMENT TO AGREEMENT**

No amendment shall be effective and binding upon the parties unless it expressly refers to this Agreement, is in writing, signed and acknowledged by authorized representatives of each party and approved by the Warren City Council. Such amendment shall not invalidate this Agreement nor relieve or release the Broker of any of its obligations under this Agreement unless such is expressly stated. No increases in compensation are permitted unless additional services are to be performed as negotiated.

**Company Name:** Sunflower Realty LLC



**ARTICLE 15. TERMINATION**

1. The Agreement may be terminated by either party upon thirty (30) days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The agreement may also be terminated at will by the City or the Broker upon at least thirty (30) days prior written notice to either party

**ARTICLE 16. MISCELLANEOUS**

1. **Governing Laws.** This Agreement shall be governed by the laws of the State of Michigan. Any action in law or equity brought by either party shall be brought in a court of competent jurisdiction located in and whose jurisdiction includes the County of Macomb, State of Michigan.
2. **Severability and Waiver.** The provisions of this Agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the remainder of the Agreement. Any failure of either party to enforce a provision of this Agreement shall not be deemed to constitute a waiver of such provision. No waiver of any breach of the Agreement or of any term, right or condition, shall waive the right to enforce subsequent breaches of the Agreement or of any right, term or condition.
3. **Entire Agreement.** This Agreement, including the documents referred to in Article 1 above, encompasses the entire understanding between the parties and shall not be modified, changed, or altered except in writing and with City Council approval.
4. **Headings.** The headings of this Agreement are for convenience only and shall not be used to construe, limit, or interpret any of the terms of this Agreement.
5. **Successors.** This Agreement shall insure to and be binding upon the parties and their respective successors and assigns.

Company Name: Sunflower Realty LLC

**ARTICLE 17. NONDISCRIMINATION**

The Broker and its subcontractors will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, religion, sex, color, national origin, age, height, weight, marital status, sexual orientation, handicap, or gender identity that is unrelated to the individual's ability to perform the particular job. Breach of this covenant may be regarded as a material breach of this Agreement.

**IN WITNESS**, the City of Warren and the Broker, by their duly authorized officers and representatives, have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2025

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BROKER:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF WARREN:**

By: \_\_\_\_\_

Lori M. Stone, Mayor

By: \_\_\_\_\_

Sonja Buffa, Clerk

Company Name: Sunflower Realty LLC

**CHECKLIST FOR RESPONDENTS****MISTAKES OR OMISSIONS MAY CAUSE REJECTION OF YOUR PROPOSAL.**

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper proposal.

- ☒ Is your proposal properly signed? (Refer to Request for Proposal documents)
- ☒ Have you completed the proposal form including commission breakdowns?
- ☒ Did you address all requested information listed in the Broker/Agent Overview and Marketing Approach sections?
- ☒ Did you submit all mandatory documents including registration with the System for Award Management (SAM)?
- ☒ Will your proposal arrive on time? Late proposals will not be considered.

**Proposals must be received by the Purchasing Office before 12:30 P.M.,  
on the date that the bids or proposals are due.**

Company Name: Sunflower Realty LLC

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF PROFESSIONAL LICENSING  
P.O. BOX 30670  
LANSING, MI 48909

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF PROFESSIONAL LICENSING  
REAL ESTATE PRINCIPAL ASSOCIATE BROKER LICENSE

MARIAM KHALAF

EMPLOYING BROKER # 6505418756  
SUNFLOWER REALTY LLC

LICENSE NO.	EXPIRATION DATE	
6502418755	01/23/2028	24302100129

SUNFLOWER REALTY LLC  
835 MASON ST. SUITE D175  
DEARBORN, MI 48124

COMPLAINT INFORMATION:  
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED  
AS A WAIVER, DISMISSAL OR ACQUIESCENCE TO ANY  
COMPLAINTS OR VIOLATIONS PENDING AGAINST THE LICENSEE,  
ITS AGENTS OR EMPLOYEES.

FUTURE CONTACTS:  
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE OR  
ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND  
REGULATORY AFFAIRS BY EMAILING BPLHELP@MICHIGAN.GOV  
OR CALL (517) 241-0199

GRETCHEN WHITNER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF PROFESSIONAL LICENSING  
REAL ESTATE PRINCIPAL ASSOCIATE BROKER LICENSE  
(VOID IF BROKER IS NOT LICENSED)

MARIAM KHALAF  
835 MASON STREET  
SUITE D175  
DEARBORN, MI 48124

EMPLOYING BROKER # 6505418756  
SUNFLOWER REALTY LLC  
(COMPANY MAY BE AUTHORIZED TO OPERATE  
UNDER AN ASSUMED NAME, SEE  
WWW.MICHIGAN.GOV/MIPLUS FOR A LIST)

LICENSE NO.  
6502418755

EXPIRATION DATE  
01/23/2028

24302100129

THIS DOCUMENT IS DULY  
ISSUED UNDER THE LAWS OF  
THE STATE OF MICHIGAN

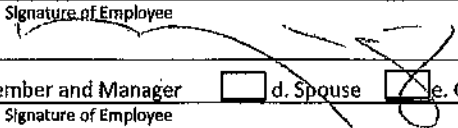
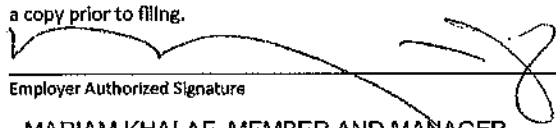
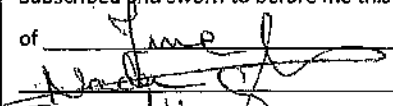
**NOTICE OF EXCLUSION**

Michigan Department of Labor and Economic Opportunity  
Workers' Disability Compensation Agency  
P.O. Box 30016, Lansing, MI 48909  
(517) 284-8922

**DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY**  
**WORKERS' DISABILITY COMPENSATION AGENCY**  
**NOTICE OF EXCLUSION (WC-337 ON FILE)**

6-14-23 MJH

Read instructions and general information sheet prior to completing

1. Employer Federal I.D. Number <b>833018703</b>		2. Name of Business(es) <b>SUNFLOWER REALTY LLC</b>				
3. Business Address <b>835 MASON ST., SUITE D175</b>		4. City <b>DEARBORN</b>		5. State <b>MI</b>	6. ZIP Code <b>48124</b>	7. Telephone Number <b>3137971200</b>
8. Type of Organization <input type="checkbox"/> a. Sole Proprietorship <input type="checkbox"/> b. Partnership <input checked="" type="checkbox"/> c. Limited Liability Company <input type="checkbox"/> d. Corporation						
9. Name of sole proprietor, partners, officers of corporation, or members who are also managers of limited liability company						
Name <b>MARIAM KHALAF</b>		Title <b>MEMBER AND MANAGER</b>				
Name		Title				
Name		Title				
Name		Title				
Persons signing below certify that they are employed by employer and are eligible to be excluded under the Michigan Workers' Disability Compensation Act (See Instructions and general information sheet). Each person signing this form voluntarily elects to be excluded from being considered an employee under the Act. This exclusion remains in effect no more than 20 days after the notice of termination of exclusion, Form WC-338 is received by the Agency. (See R408.41(c)).						
Name of Employee <b>MARIAM KHALAF</b>		Signature of Employee 			Social Security Number <b>XXX-XX-6502</b>	
<input type="checkbox"/> a. Corporate Officer <input type="checkbox"/> b. Partner <input checked="" type="checkbox"/> c. Member and Manager <input type="checkbox"/> d. Spouse <input type="checkbox"/> e. Child <input type="checkbox"/> f. Parent						
Name of Employee		Signature of Employee			Social Security Number <b>XXX-XX-XXXX</b>	
<input type="checkbox"/> a. Corporate Officer <input type="checkbox"/> b. Partner <input type="checkbox"/> c. Member and Manager <input type="checkbox"/> d. Spouse <input type="checkbox"/> e. Child <input type="checkbox"/> f. Parent						
Name of Employee		Signature of Employee			Social Security Number <b>XXX-XX-XXXX</b>	
<input type="checkbox"/> a. Corporate Officer <input type="checkbox"/> b. Partner <input type="checkbox"/> c. Member and Manager <input type="checkbox"/> d. Spouse <input type="checkbox"/> e. Child <input type="checkbox"/> f. Parent						
Name of Employee		Signature of Employee			Social Security Number <b>XXX-XX-XXXX</b>	
<input type="checkbox"/> a. Corporate Officer <input type="checkbox"/> b. Partner <input type="checkbox"/> c. Member and Manager <input type="checkbox"/> d. Spouse <input type="checkbox"/> e. Child <input type="checkbox"/> f. Parent						
As an authorized representative of the employer, I have read sections 418.161(2), 418.161(3), 418.161(4), and 418.161(5) of the Michigan Workers' Disability Compensation Act of 1969. I have also read rule 408.41.b and 408.41.c. I certify that the excluded employees comprise all of the employees of this employer and are eligible to be excluded. I understand this exclusion shall remain in effect no more than 20 days after the Notice of Termination of Exclusion, Form WC-338, is received by the Agency. I further certify that all parties signing this exclusion have received a copy prior to filing.						
Employer Authorized Signature  <b>MARIAM KHALAF, MEMBER AND MANAGER</b>		Subscribed and sworn to before me this <u>6<sup>th</sup></u> day of <u>June</u> , 20 <u>23</u>  Notary Public County: <u>Wayne</u> Commission Expires: <u>3-25-24</u>				
Employer Authorized Representative/Title (Please Print)						

LEO is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Authority: NADA CHAIR  
Completion: WORKER'S Disability Compensation Act 418.161(5)  
Penalty: VOLUNTARY  
County: COUNTY OF WAYNE  
My Commission Expires: March 25, 2029  
Acting in the County of Wayne



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Dearborn Agency Inc. 22691 Michigan Avenue Dearborn MI 48124		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 313-562-8373 FAX (A/C, No): 313-562-5371 E-MAIL ADDRESS: info@dearbornagency.com		
<b>INSURED</b> Sunflower Realty, LLC 835 Mason St Ste D-175 Dearborn MI 48124-2208		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Westfield Insurance Co.		24112
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

### COVERAGES

CERTIFICATE NUMBER: 1764666244

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			065571D	12/18/2024	12/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			065571D	12/18/2024	12/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Broadened Coverage CG7164  
Automatic Additional Insured when required by written contract, permit, or agreement  
Co-Owners of Insured Premises  
Concessionaires  
Controlling Interest  
Grantor of Franchise  
Lessor or Leased Equipment  
Managers or Lessors of Premises  
See Attached...

### CERTIFICATE HOLDER

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

REA1553531E

Renewal of Number

**United States Liability Insurance Company**

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. REA1553531F

NAMED INSURED AND ADDRESS:

SUNFLOWER REALTY LLC

23941 WILSON AVE

DEARBORN, MI 48128

This Policy is exempt from the filing requirements of  
Section 2236 of the Insurance Code of 1956, 1956 PA 218  
and MCL 500.2236

POLICY PERIOD: (MO. DAY YR.) From: 01/23/2025 To: 01/23/2026

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS:

BUSINESS DESCRIPTION: Residential Sales, Real Estate Firm

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE  
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
Real Estate Agents Professional Liability Errors and Omissions Coverage Part	\$869.00

<b>TOTAL:</b>	<b>\$869.00</b>
---------------	-----------------

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

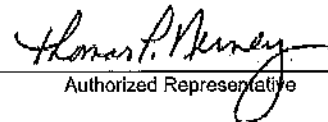
**See Endorsement EOD (1/95)**

Agent: AMWINS ACCESS INSURANCE SERVICES, LLC (STOCKBRIDGE)  
(1111)  
115 Westridge Industrial Blvd, Suite 200  
McDonough, GA 30253

Broker:

Issued: 01/07/2025 1:53 PM

By:

  
Authorized Representative

**EXTENSION OF DECLARATIONS****Policy No. REA1553531F****Effective Date: 01/23/2025****12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS****FORMS AND ENDORSEMENTS****The following forms apply to the Real Estate Agents Professional Liability Errors And Omissions coverage part**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
Jacket	07/19	Policy Jacket
RE 311	09/15	Insured Owned Real Property Amended Exclusion Endorsement
RE 337	04/17	Discrimination, Lockbox and Open House Endorsement
RE 349	03/22	Clarification Of Exclusions
RE-310	06-95	Amendment of Deductible Endorsement
RE-324	04-00	Internet Coverage Extension Endorsement
RE-347	04/21	Privacy Breach Expense Endorsement
RE-352	03/23	Absolute Exclusion For Asbestos, Communicable Disease, Infectious Agent, Lead, Mold, Pollutants, Or Silica With Exception For Failure To Disclose
REA-345	06/15	Pro Security+ Endorsement
REA-MI	09/16	Michigan State Amendatory Endorsement
USL-REA	05-95	Real Estate Agents Errors and Omissions Liability Policy



# REAL ESTATE AGENTS PROFESSIONAL LIABILITY ERRORS AND OMISSIONS COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

## NOTICE

THIS IS A CLAIMS MADE POLICY AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS WHICH ARISE FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES SUBSEQUENT TO THE RETROACTIVE DATE STATED IN THE DECLARATIONS AND PRIOR TO THE CANCELLATION, TERMINATION, OR EXPIRATION OF THE POLICY PERIOD AND WHICH ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF ANY.

No. REA1553531F

Effective Date: 01/23/2025

12:01 AM STANDARD TIME

### ITEM I. NAMED INSURED AND PRINCIPAL ADDRESS

**SUNFLOWER REALTY LLC**  
23941 WILSON AVE  
DEARBORN, MI 48128

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 01/23/2025 To: 01/23/2026

### Real Estate Agents

ITEM III. COVERAGE:	LIMITS OF LIABILITY:		PREMIUM:
A. Professional Services	\$1,000,000	Each Claim	\$869
Professional Services	\$2,000,000	In The Aggregate	Included
B. Discrimination	\$250,000	In The Aggregate	Included
C. Lock Box	\$50,000	In The Aggregate	Included
D. Mold Sublimit	Not Purchased		
\$869 Total Policy Premium			

ITEM IV. DEDUCTIBLE: \$2,500 EACH AND EVERY CLAIM

ITEM V. THE NAMED INSURED IS A(N): .

ITEM VI. RETROACTIVE DATE: 01/23/2019

If a date is indicated, this insurance will not apply to any negligent act, error, omission or personal injury resulting in the rendering or failure to render Professional Services, including Discrimination, Lock Box, and Supplementary Coverage which occurred before such date.

ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:  
See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>MARIAM KHALAF</b>	
	<b>2</b> Business name/disregarded entity name, if different from above. <b>SUNFLOWER REALTY LLC</b>	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> <b>LLC.</b> Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>S</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>835 MASON STREET SUITE D175</b>	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>DEARBORN MI 48124</b>		
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
			-				-	
or								
<b>Employer identification number</b>								
8	3	-	3	0	1	8	7	0 3

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>Mariam Khalaf</i>
------------------	--

Date **01/20/2025**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Form Revision Date 02/201

**ARTICLES OF ORGANIZATION**  
For use by DOMESTIC LIMITED LIABILITY COMPANY

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

**Article I**

The name of the limited liability company is:

SUNFLOWER REALTY LLC

**Article II**

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

**Article III**

The duration of the limited liability company if other than perpetual is:

**Article IV**

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: MARIAM KHALAF  
2. Street Address: 23941 WILSON AVE.  
Apt/Suite/Other:  
City: DEARBORN  
State: MI

Zip Code: 48128

3. Registered Office Mailing Address:

P.O. Box or Street  
Address:  
Apt/Suite/Other:  
City:  
State:

Zip Code:

Signed this 20th Day of November, 2018 by the organizer(s):

Signature	Title	Title if "Other" was selected
Mariam Khalaf	Organizer	

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

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the*** ARTICLES OF ORGANIZATION

***for***

SUNFLOWER REALTY LLC

***ID Number:*** 802258253

***received by electronic transmission on*** November 20, 2018 ***, is hereby endorsed.***

***Filed on*** November 21, 2018, ***by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 21st day of November, 2018.***

***Julia Dale, Director***  
***Corporations, Securities & Commercial Licensing Bureau***

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the*** 2025 ANNUAL STATEMENT

***for***

SUNFLOWER REALTY LLC

***ID Number:*** 802258253

***received by electronic transmission on*** November 12, 2024 ***, is hereby endorsed.***

***Filed on*** November 12, 2024, ***by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***

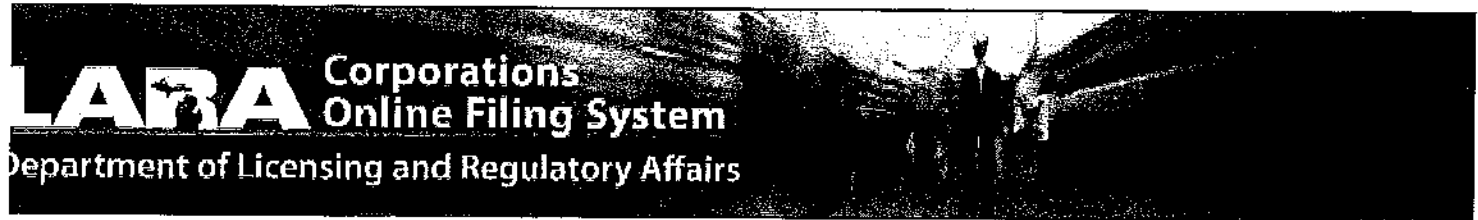


***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 12th day of November, 2024.***

*Linda Clegg*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Form Revision Date 07/201

**ANNUAL STATEMENT**  
**For use by DOMESTIC LIMITED LIABILITY COMPANY**  
*(Required by Section 207, Act 23, Public Act of 1993)*

Identification Number: 802258253

Annual Statement Filing Year: 2025

1. Limited Liability Company Name:

SUNFLOWER REALTY LLC

2. The street address of the limited liability company's registered office and name of the resident agent at that office:

1. Resident Agent Name: MARIAM KHALAF

2. Street Address: 23941 WILSON AVE.

Apt/Suite/Other:

City: DEARBORN

State: MI

Zip Code: 48128

3. Mailing address of the registered office:

P.O. Box or Street Address: 23941 WILSON AVE WAYNE COUNTY

Apt/Suite/Other:

City: DEARBORN

State: MI

Zip Code: 48128

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 12th Day of November, 2024 by:

Signature	Title	Title if "Other" was selected
Mariam KhKhalaf	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

Addenda #4: \_\_\_\_\_

Signed: \_\_\_\_\_

**PRICING DETAIL:**

Please complete pricing detail and submit totals on page two of the bid form. This pricing section is broken down below:

COMMISSION FEES FOR CDBG PROPERTIES				
ITEM	EST. ANNUAL QTY.	DESCRIPTION	COMMISSION FOR EACH HOME (Flat Fee or % of Sales Price)	Total (Est. Qty x Flat Fee or Est Qty x average sales price x %) Use \$200,000 as avg. sales price
1	4	Market and sell single-family homes with an average sales price of \$200,000 (Estimated range \$180,000 to \$220,000).	3 %	3 %

Please list any additional fees, below, that will be charged to the City;

N/A

Company Name: Sunflower Realty LLC

CITY OF WARREN

**EXHIBIT B:**  
**Listing Agreement**



## EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT Residential/Condo/Vacant

TO: LISTING BROKER: \_\_\_\_\_

1. **DURATION OF LISTING:** In consideration of your undertaking to find a purchaser for the real estate described in paragraph 2 of this agreement, Owner(s) represent that I am /we are the sole owner(s) of said property and have the right to execute this contract. Owner(s) hereby grant unto Broker and/or Broker's representative, agents, subagents and cooperating broker the sole and exclusive right to show, offer for sale and sell the described property as shown on the attached Listing Services Disclosure Addendum which is hereby incorporated herein and made a part hereof from the contract date above until 11:59 P.M. on \_\_\_\_\_.

This Agreement shall bind owner's heirs, personal representatives, administrators, executors, assigns and successors. Upon full execution of an Agreement of Sale, all rights and obligations of this Listing Agreement will automatically extend through the date of the actual closing of said Agreement of Sale.

Owner(s) acknowledge that Broker has a copyright on the listing data, including, but not limited to, all text, photographs and remarks in connection therewith, and that this listing data may not be used by any other party without Broker's consent.

2. **PROPERTY DESCRIPTION:** Owner(s) hereby offer for sale property located in the County of \_\_\_\_\_ Michigan, municipality of \_\_\_\_\_ described as: \_\_\_\_\_

also being commonly known as \_\_\_\_\_  
(STREET ADDRESS) \_\_\_\_\_

3. **ITEMS INCLUDED:** The property described above includes all fixtures, improvements and appurtenances including if now in or on the property, all built-in equipment, shelving, cabinets, all lighting fixtures and their shades, attached carpeting, curtain hardware and drapery hardware, window shades and blinds, attached mirrors, television antennas, satellite dish (if not rented) and any accessories and complete rotor equipment, storm doors, storm windows, screens, awnings, garage door opener(s) and transmitters, water softener (if not rented), attached humidifier, all landscaping and N/A ☐

4. **PRICE AND CONDITIONS:** Owner(s) authorize Broker to offer the property for a price of \$ \_\_\_\_\_ to be paid as follows (mark all that apply)  
☐ Cash ☐ Cash to new mortgage ☐ Cash to existing mortgage  
☐ Land Contract: LC Down Payment \$ \_\_\_\_\_ LC Interest Rate \$ \_\_\_\_\_ LC Terms Months: \_\_\_\_\_ LC Inc. Tax/Ins: Y ☐ N ☐ LC Monthly Pmt \$ \_\_\_\_\_

5. **PRESENTATION OF OFFERS:** If the Broker is offering the following services as disclosed in the Listing Services Disclosure Addendum, any Cooperating Broker or agent, or his/her representative, shall have the right to be present at the presentation to Owner of any offer Cooperating Broker secures. In the event Owner is unavailable for the presentation of the offer, i.e. absentee Owner, real estate owned (REO) listing, business-to-business listing, bank foreclosure, VA or FHA listing, etc., the Cooperating Broker or agent shall have the right to be present at, or participate in, (whichever is appropriate), the presentation of the offer to the Owner in whatever form such presentation takes place, i.e. facsimile or email transmission, delivery by mail or courier service, etc. This right does not include the option to be present during any subsequent discussion(s) (including a conversation which evaluates the offer immediately following the presentation) between the Listing Broker and the Owner. The presentation of the offer shall be under control of the Listing Broker.

6. **AGREEMENT TO PAY DISCOUNT POINTS:** If the sale of this property is subject to new mortgage financing, owner(s) agree to pay up to \_\_\_\_\_ % of the amount of such mortgage for mortgage discount points to the mortgagee.

7. **USE & OCCUPANCY:** Owner(s) agree to provide possession of the property to the purchaser within \_\_\_\_\_ days of the date of closing and pay a use and occupancy fee of \$ \_\_\_\_\_ per day, or upon any other terms to which owner(s) consent.

8. **REQUIRED CERTIFICATIONS:** If an inspection and certification of the premises is required by local ordinance, State or Federal Law, or purchaser's lending institution, owner(s) agree to pay for said inspections. Owner(s) further agree to have any and all repairs required by such an inspection made, provided they not exceed \$ \_\_\_\_\_ or, unless the requirement for repairs are waived by the Purchaser(s).

9. **COMMISSION AMOUNT AND OBLIGATION TO PAY:** If a ready, willing and able purchaser is obtained by Broker, owner or anyone, during the term of this contract or any extension of this contract, owner(s) authorize, at the price and conditions herein named, or upon any other price, terms or exchange to which owner(s) consent, owner(s) agree to pay Broker \_\_\_\_\_ % of the selling price or \_\_\_\_\_ dollars as commission for services rendered. Owner(s) understand that a broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the broker and the owner(s) and is not fixed, controlled, recommended or maintained by any persons not a party to the listing agreement.

10. **PROTECTION PERIOD BEYOND THE EXPIRATION DATE:** Owner(s) further agree that the previously stated commission amount shall be paid to Broker if the property is sold, conveyed, or otherwise transferred within \_\_\_\_\_ days after expiration of this agreement, or any extension thereof, to anyone who learned of the property through the efforts of Broker or Broker's agent, representatives, subagents, cooperating buyers, agents or transaction coordinators during the term of this agreement. However, owner(s) shall not be obligated to pay such commission if owner(s) have entered into a valid listing agreement with another REALTOR® during the term of this protection period and a sale, lease or exchange of property is made during the term of said protection period.

11. **AUTHORIZATION TO PLACE LISTING WITH MIREALSOURCE AND PUBLISH SALE PRICE:** Owner(s) hereby grants Broker permission to submit the property to MiRealSource and/or to any other multiple listing service to which Broker may belong or subscribe for dissemination of the data to its members and to electronic or print advertising publications and owner agrees to abide by the rules and regulations of MiRealSource. Broker is further authorized to publish the sale price upon consummation of the sale.

12. **CERTIFICATION OF ACCURACY OF DATA:** Owner(s) has/have reviewed the data provided by the Owner and hereby certifies to Broker that all such data, specifically including but not limited to the principal residence exemption, and all information in connection with liens, mortgages and/or judgments on the above described property, is to the best of Owner's knowledge correct and that Broker will rely upon such data as being complete and accurate and Owner(s) warrant and covenant that to the best of Owner's knowledge the above described property contains no defects or violations of law (except as may be noted in the Seller's Disclosure Statement). Owner(s) agree that Broker may immediately terminate this Agreement at any time and for any breach of this paragraph, upon written notice to owner(s).

13. **INDEMNIFICATION BY OWNER(S):** Owner(s) agree to indemnify and hold Broker and Broker's representatives, agents, sub-agents and cooperating broker harmless for any damages or costs that Broker or Broker's representatives, agents, sub-agents and cooperating broker may incur because of Owner's failure to disclose any violations or defects and/or for any dangerous conditions on the subject property. Owner(s) shall indemnify and hold Broker and Broker's representatives, agents, sub-agents and cooperating broker harmless from any and all liability for any reason as a result of injury to persons or damage or loss to property arising out of the showing of the above described property pursuant to this listing. Owner(s) acknowledges that Broker assumes no responsibility for monitoring or maintaining the above described property or for any damage that might result from any weather condition, including a freeze. Owner(s) acknowledges that Broker has recommended that the subject property be professionally winterized by a licensed plumber and that the heat and electricity remain in service.

14. **AGENCY OF COOPERATING BROKERS:** Owner(s) acknowledge that Broker has informed owner(s) of the potential agency positions which cooperating brokers may assume in regard to the sale of owner's property. Owner(s) also acknowledge that Broker may offer a portion of the commission to cooperating brokers in order to stimulate their interest in selling owner's property. The agency position Broker offers and the portion of the commission Broker's firm shares with cooperating brokers of MiRealSource is as follows: (MARK ONLY THOSE WHICH APPLY, THOSE LEFT BLANK DO NOT APPLY)

# EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT Residential/Condo/Vacant

Page 2 of 2

Address: \_\_\_\_\_

- ☐ A) You offer sub-agency to other Participants of MiRealSource and offer a portion of the total commission for acting as a SUB-AGENT. Said portion of the agreed commission to be \_\_\_\_\_ % of the sale price or \$ \_\_\_\_\_.
- ☐ B) You offer to other Participants of MiRealSource a portion of the total commission due as compensation for acting as a BUYER'S AGENT. Said portion of the agreed commission to be \_\_\_\_\_ % of the sale price or \$ \_\_\_\_\_.
- ☐ C) You offer to other Participants of MiRealSource a portion of the total commission due as compensation for acting as a TRANSACTION COORDINATOR. Said portion of the agreed commission to be \_\_\_\_\_ % of the sale price or \$ \_\_\_\_\_.

Owner(s) further acknowledge that Broker shall not be obligated to pay more than the above stated compensation.

Owner(s) also understand and agree that the compensation paid by a listing broker to a cooperating broker in respect to any listing is established by agreement between the listing broker and the seller and is not fixed, controlled, recommended or maintained by persons other than the listing broker and seller.

15. **BROKER'S AGENCY POLICY:** Owner(s) acknowledge that Broker's company's agency policy is that Broker and Broker's firm: (MARK ONLY ONE)
- ☐ A) offer agency services to buyers and sellers and practices consensual disclosed dual agency. Since owner(s) desire that Broker include owner's property in offerings to any such potential buyers, owner(s) understand and agree that in the event of consensual disclosed dual agency the following provisions shall govern Broker and Broker's firm's actions:

All licensed members of your firms shall:

1. not knowingly say or do anything which might place one party at a disadvantage, such as disclosure of personal confidences.
2. assume a role as an intermediary, facilitator and/or mediator to assist buyer and seller.
3. not disclose to the buyer that seller might accept an offer other than the listed price or a sum offered in a prior counter offer to this buyer.
4. not disclose to the seller that buyer might be willing to pay a higher price than that contained in any written "Buy & Sell Agreement" from that purchaser.

☐ B) represent Seller's ONLY and Broker's firm never represents a purchaser or offers Buyer agency services.

☐ C) practice single agency, even though Broker does offer buyer agency services. Owner(s) understand that it is Broker's policy that when a buyer client is interested in a property Broker's firm has listed, Broker's agency agreement with them allows for a temporary release of both parties from that agreement so that when showing or selling my (our) property you give up your agency relationship with the purchaser and represent owner(s), the seller, exclusively.

☐ D) offer buyer agency services as well as seller agency service. Owner(s) understand that when you have a Buyer client that has an interest in a company listing you will release both that client and owner(s) from our respective agency agreements with you and will then handle the transaction in the capacity of a Transaction Coordinator.

16. **SELLER'S DISCLOSURE STATEMENT:** Unless this property is exempt under Section 3 of the Public Act 93 of 1993 (Seller's Disclosure Act), owner(s) have completed the Seller's Disclosure Statement required by Michigan law and owner(s) is providing that completed form to Broker simultaneously with signing this agreement.

17. **TITLE INSURANCE:** Owner(s) represent that owner(s) is in peaceful possession of the property, that the title is marketable, subject to building and use restrictions and easements of record. Owner(s) further agree that upon presentation to owner(s) of an acceptable "Buy & Sell Agreement," Owner(s) shall furnish the purchaser with a Commitment of Title Insurance prior to closing, and after closing, an Owner's Policy of Title Insurance in the amount of the purchase price, bearing a date after the consummation of the sale and guaranteeing the title in the condition required for performance of the "Buy & Sell Agreement" along with such other legal papers as are necessary to consummate the sale.

18. **EARNEST MONEY DISBURSEMENT:** Owner(s) further agree that should any earnest money deposit be paid under the terms of the "Buy & Sell Agreement" be forfeited by the purchaser, one half of such sum (but not more than the commission specified herein) shall be retained by Broker for such services rendered.

19. **AUTHORIZATIONS:** If the Broker is offering the following services as disclosed in the Listing Services Disclosure Addendum, Broker is hereby authorized to place a "for sale" sign on said property, to remove any other real estate "for sale" signs. Owner agrees that the Broker "for sale" sign shall be the only for sale sign erected on Owner's property. Broker is authorized to photograph the property and publish such photographs and information in related publications at your discretion. Broker, Broker's representatives, agents and subagents are hereby granted access to the property and all part thereof for the purpose of showing the same at reasonable hours. Owner(s) also authorize Broker to obtain information on encumbrances which may be required to facilitate a sale. Further, Broker ☐ is ☐ is not authorized to place a lock box on the property to facilitate the showing of the property.

20. **NON-DISCRIMINATION CLAUSE:** It is agreed by the Broker and Seller, parties to this listing agreement, that as required by law, discrimination because of RACE, COLOR, RELIGION, SEX, AGE, A DISABILITY, MARITAL STATUS, FAMILIAL STATUS, OR NATIONAL ORIGIN by said parties to the sale or lease of the subject property is prohibited.

21. **CONSENT TO ADDITIONAL COMPENSATION:** Owner(s) acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire, theft, flood, title or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by the provision of Rules 321 (1) and 321 (2) promulgated under the Michigan Real Estate License Law.

22. **SUBSEQUENT "BUY & SELL AGREEMENTS":** Upon owner's acceptance of any "Buy & Sell Agreement" (except those containing specific language to the contrary) Broker shall not continue to advertise, show or market property, nor present any other "Buy & Sell Agreements" received after the date of acceptance.

23. **SPECIAL ASSESSMENTS:** Owner(s) agree to pay at or before the closing for any special assessment for public improvements which have been confirmed by public authority prior to the date of closing, unless otherwise negotiated as part of the "Buy & Sell Agreement," or unless otherwise indicated in this listing agreement.

24. **OTHER PROVISIONS:** \_\_\_\_\_

25. **ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION; ACKNOWLEDGMENT OF RECEIPT OF COPY:** This Listing Agreement, including the above mentioned Listing Services Disclosure Addendum, constitutes the entire agreement between owner(s) and Broker and any prior negotiations or agreements, whether oral or written, are not valid unless set forth herein. No modification of this Listing Agreement shall be valid, unless made in writing and signed by both owner(s) and Broker. Owner(s) acknowledge receipt of a copy of this Agreement signed and dated by all parties.

SIGNATURES OF THE PARTIES:

BROKER

Salesperson (Agent of the Broker)

Street Address

City/State/Zip

Telephone

Date

OWNER

OWNER

Street Address

City/State/Zip

Telephone

Telephone

Source of Client



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

February 24, 2025

Mindy Moore  
City Council Secretary

**RE: CONSIDERATION and ADOPTION of a RESOLUTION to Award Bid and Approve Contract for City Project P-25-843, Federal Ave. Pavement Reconstruction, ITB-W-1441, to the low bidder, Zuniga Cement Company in the total bid amount not to exceed \$332,774.40, and authorizing the Mayor and Clerk to execute a Contract**

Sealed bids were received and publicly read on February 19, 2024, for City Project P-25-843, Federal Ave. Pavement Reconstruction (ITB-W-1441). This project was publicly advertised on BidNet (Formerly MITN) on February 5, 2025. The scope of the project is to install new concrete pavement along Federal Ave. between Hudson Avenue and Chalmers Avenue along with storm sewer improvements, edge drain installation, ADA sidewalk ramps and related restoration.

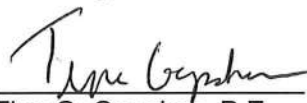
The low bid by Zuniga Cement Construction in the amount of \$332,774.40 is shown in the attached tabulation of bids. Zuniga Cement Company has successfully completed similar work in the City of Warren and the surrounding Metro area. It is the Engineering Division's recommendation that the Warren City Council award the Contract P-25-843, Federal Ave. Pavement Reconstruction to the low bidder, Zuniga Cement Company in the total bid amount not to exceed \$332,774.40.

The form of the contract document and the proposed City Council resolution authorizing approval of the contract award has been reviewed and approved by the City Attorney. The funding for this contract will be available from Community Development Block Grant Funds and Local Road Improvement Funds (breakdown by fund given in attached resolution).

Please place this item on the next available City Council agenda for consideration.

If you have any questions regarding this matter, I can be reached in my office at (586) 759-9306.

Sincerely,

  
Tina G. Gapshes, P.E.  
City Engineer

Read and Concurred:

  
David Muzzarelli  
Public Service Director

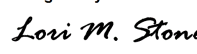
Funding Approval:

  
Angela Tarasenko  
Community Development  
Administrative Assistant

Contract Form Approval:

  
Mary Michaels  
Acting City Attorney

Recommended to Council:

Signed by:  
  
Lori M. Stone  
76FABF22E3214B9...  
Lori M. Stone  
Mayor

TGG/ocg

Attachment: Tabulation of Bids and Recommendation, City Council Resolution





**BID TABULATION**

City Project P-25-843 (ITB-W-1441)  
Federal Ave Pavement Reconstruction

				Zuniga Cement Const. 22500 Ryan Warren, MI 48091		Great Lakes Contract. 2300 Edinburgh Waterford, MI 48328		Mark Anthony Contract. 4810 Old Plank Milford, MI 48381		Florence Cement 51515 Corridor Shelby Twp, MI 48315	
ITEM No.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>DEMOLITION ITEMS</b>											
1	REMOVE SIDEWALK, A.D.A. RAMP OR DRIVE APPROACH	SF	1,691	\$ 1.00	\$ 1,691.00	\$ 1.50	\$ 2,536.50	\$ 1.98	\$ 3,348.18	\$ 2.00	\$ 3,382.00
2	REMOVE EXISTING PAVEMENT INCLUDING INTEGRAL CURB AND GUTTER (SEE GEOTECHNICAL REPORT)	SY	1,985	\$ 8.00	\$ 15,880.00	\$ 9.00	\$ 17,865.00	\$ 8.78	\$ 17,428.30	\$ 10.00	\$ 19,850.00
3	REMOVE EXISTING STORM STRUCTURE, COMPLETE	EA	1	\$ 400.00	\$ 400.00	\$ 650.00	\$ 650.00	\$ 376.50	\$ 376.50	\$ 525.00	\$ 525.00
4	REMOVE EXISTING SEWER, COMPLETE	LF	55	\$ 35.00	\$ 1,925.00	\$ 15.00	\$ 825.00	\$ 30.43	\$ 1,673.65	\$ 29.00	\$ 1,595.00
<b>PAVING ITEMS</b>											
5	INSTALL 7" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER, M.D.O.T. P1 (6 SACK CEMENT CONTENT)	SY	1,988	\$ 70.00	\$ 139,160.00	\$ 65.50	\$ 130,214.00	\$ 69.10	\$ 137,370.80	\$ 75.00	\$ 149,100.00
6	INSTALL 4" THICK CONCRETE SIDEWALK, M.D.O.T. GRADE P1 (6 SACK CEMENT CONTENT)	SF	60	\$ 8.00	\$ 480.00	\$ 7.25	\$ 435.00	\$ 6.44	\$ 386.40	\$ 16.00	\$ 960.00
7	INSTALL 6" THICK CONCRETE SIDEWALK, A.D.A. RAMP OR DRIVE APPROACH, M.D.O.T. GRADE P-1C (7 SACK CEMENT CONTENT)	SF	797	\$ 9.00	\$ 7,173.00	\$ 9.50	\$ 7,571.50	\$ 8.20	\$ 6,535.40	\$ 12.00	\$ 9,564.00
8	INSTALL M.D.O.T. CLASS 21AA LESTONE SUB-BASE, (MIN. 8" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	1,988	\$ 13.00	\$ 25,844.00	\$ 19.50	\$ 38,766.00	\$ 14.33	\$ 28,488.04	\$ 19.00	\$ 37,772.00
9	INSTALL M.D.O.T. CLASS 21AA LESTONE SUB-BASE, (MIN. 6" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	55	\$ 13.00	\$ 715.00	\$ 16.50	\$ 907.50	\$ 16.97	\$ 933.35	\$ 24.00	\$ 1,320.00
10	SUBGRADE UNDERCUT - EXCAVATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL INSTALL 1x3, TYPE IV - CRUSHED LESTONE (C.I.P.) FOR FILLING UNDERCUT	CY	150	\$ 30.00	\$ 4,500.00	\$ 55.00	\$ 8,250.00	\$ 83.25	\$ 12,487.50	\$ 100.00	\$ 15,000.00
11	INSTALL TENSAR BX1100 OR EQUIVALENT GEOGRID TO STABILIZE THE UNDERCUT AREA(S)	SY	450	\$ 3.00	\$ 1,350.00	\$ 4.75	\$ 2,137.50	\$ 2.97	\$ 1,336.50	\$ 3.00	\$ 1,350.00
12	STATION GRADING	STA	7.5	\$ 4,500.00	\$ 33,750.00	\$ 2,378.00	\$ 17,835.00	\$ 5,835.97	\$ 43,769.78	\$ 4,330.00	\$ 32,475.00
13	INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE	LF	96	\$ 30.00	\$ 2,880.00	\$ 50.00	\$ 4,800.00	\$ 41.00	\$ 3,936.00	\$ 71.00	\$ 6,816.00
14	VARIABLE HEIGHT SIDEWALK CURB (AS-NEEDED)	LF	144	\$ 10.00	\$ 1,440.00	\$ 15.00	\$ 2,160.00	\$ 17.57	\$ 2,530.08	\$ 23.00	\$ 3,312.00
15	PAVEMENT MARKING (5 STOP BAR), OVERLAY COLD PLASTIC, 18" STOP BAR	FT	70	\$ 13.30	\$ 931.00	\$ 13.50	\$ 945.00	\$ 17.57	\$ 1,229.90	\$ 13.30	\$ 931.00
16	PAVEMENT MARKING (9 CROSSWALKS), OVERLAY COLD PLASTIC, 6" CROSSWALK	FT	504	\$ 4.35	\$ 2,192.40	\$ 4.50	\$ 2,268.00	\$ 17.57	\$ 8,855.28	\$ 4.35	\$ 2,192.40
17	COLD WEATHER PROTECTION (AS-NEEDED)	SY	2,000	\$ 3.00	\$ 6,000.00	\$ 0.01	\$ 20.00	\$ 0.01	\$ 20.00	\$ 0.01	\$ 20.00
<b>UTILITY ITEMS</b>											
18	ADJUST 2" DIA. UTILITY STRUCTURE, COMPLETE (INCLUDING HDPE/CONCRETE OR EQUIVALENT ADJUSTMENT RINGS)	EA	1	\$ 600.00	\$ 600.00	\$ 550.00	\$ 550.00	\$ 416.33	\$ 416.33	\$ 770.00	\$ 770.00
19	ADJUST 4" DIA. UTILITY STRUCTURE, COMPLETE (INCLUDING HDPE/CONCRETE OR EQUIVALENT ADJUSTMENT RINGS)	EA	4	\$ 500.00	\$ 2,000.00	\$ 550.00	\$ 2,200.00	\$ 416.33	\$ 1,665.32	\$ 770.00	\$ 3,080.00
20	INSTALL 6" DIA. CORRUGATED PLASTIC EDGE DRAIN WITH GEOTEXTILE WRAP, COMPLETE	LF	1,135	\$ 15.00	\$ 17,025.00	\$ 15.00	\$ 17,025.00	\$ 16.40	\$ 18,614.00	\$ 16.00	\$ 18,160.00
21	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	4	\$ 600.00	\$ 2,400.00	\$ 413.00	\$ 1,652.00	\$ 1,277.21	\$ 5,108.84	\$ 360.00	\$ 1,440.00
22	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	4	\$ 400.00	\$ 1,600.00	\$ 333.00	\$ 1,332.00	\$ 280.90	\$ 1,123.60	\$ 360.00	\$ 1,440.00
23	INSTALL 2" DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	1	\$ 2,100.00	\$ 2,100.00	\$ 2,475.00	\$ 2,475.00	\$ 4,454.51	\$ 4,454.51	\$ 2,000.00	\$ 2,000.00
24	INSTALL 12" DIA. STORM SEWER, RCP, CL-IV C76 PIPE	LF	55	\$ 105.00	\$ 5,775.00	\$ 98.50	\$ 5,417.50	\$ 124.91	\$ 6,837.05	\$ 112.00	\$ 6,160.00
25	DRAINAGE STRUCTURE TAP 6"	EA	1	\$ 200.00	\$ 200.00	\$ 175.00	\$ 175.00	\$ 323.20	\$ 323.20	\$ 300.00	\$ 300.00
26	EXISTING DRAINAGE STRUCTURE TAP 12"	EA	1	\$ 350.00	\$ 350.00	\$ 375.00	\$ 375.00	\$ 478.42	\$ 478.42	\$ 900.00	\$ 900.00
27	MAINTENANCE GRAVEL, INSTALL AND MAINTAIN (COMPLETE)	TON	300	\$ 20.00	\$ 6,000.00	\$ 42.50	\$ 12,750.00	\$ 25.96	\$ 7,788.00	\$ 1.00	\$ 300.00
<b>TRAFFIC CONTROL ITEMS</b>											
28	TRAFFIC CONTROL DEVICES, COMPLETE	LS	1	\$ 4,450.00	\$ 4,450.00	\$ 4,800.00	\$ 4,800.00	\$ 8,894.12	\$ 8,894.12	\$ 25,000.00	\$ 25,000.00
29	TEMPORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS	SF	750	\$ 5.00	\$ 3,750.00	\$ 5.10	\$ 3,825.00	\$ 5.86	\$ 4,395.00	\$ 5.00	\$ 3,750.00
<b>RESTORATION ITEMS</b>											
30	INSTALL SEED AND MULCH	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,614.75	\$ 7,614.75	\$ 20,000.00	\$ 20,000.00
31	SPRINKLER LINE (AS-NEEDED)	LF	300	\$ 3.00	\$ 900.00	\$ 8.65	\$ 2,595.00	\$ 9.37	\$ 2,811.00	\$ 10.00	\$ 3,000.00
32	SPRINKLER HEAD, REPLACE (AS-NEEDED)	EA	10	\$ 15.00	\$ 150.00	\$ 86.30	\$ 863.00	\$ 146.44	\$ 1,464.40	\$ 112.00	\$ 1,120.00
33	SPRINKLER HEAD, RELOCATE (AS-NEEDED)	EA	10	\$ 15.00	\$ 150.00	\$ 76.20	\$ 762.00	\$ 146.44	\$ 1,464.40	\$ 112.00	\$ 1,120.00
<b>MISCELLANEOUS ITEMS</b>											
34	PREFABRICATED PORTABLE SANITARY FACILITY	EA	1	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00	\$ 585.75	\$ 585.75	\$ 900.00	\$ 900.00
35	CREW DOWNTIME FOR LOCATING MIS-MARKED / UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HR	8	\$ 1.00	\$ 8.00	\$ 250.00	\$ 2,000.00	\$ 1.17	\$ 9.36	\$ 780.00	\$ 6,240.00
36	REPAIR MIS-MARKED OR UNMARKED WATER SERVICE	EA	5	\$ 1.00	\$ 5.00	\$ 750.00	\$ 3,750.00	\$ 292.88	\$ 1,464.40	\$ 820.00	\$ 4,100.00
37	CONTINGENCY FOR WORK OUTSIDE OF THE ORIGINAL PAY ITEMS	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
38	AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA	LS	1	\$ 800.00	\$ 800.00	\$ 686.00	\$ 686.00	\$ 790.76	\$ 790.76	\$ 675.00	\$ 675.00
39	SOIL EROSION AND SEDIMENTATION CONTROL MEASURES INCLUDING MCPWC SOIL EROSION PERMIT FEE ALLOWANCE	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 885.60	\$ 885.60	\$ 1,000.00	\$ 1,000.00
40	PERMIT AND INSPECTION FEE ALLOWANCE - AS NEEDED REIMBURSEMENT (Macomb County, SFC, EGLE)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
41	BOHDS, INSURANCE, MOBILIZATION AND INITIAL SET-UP EXPENSE (Not to exceed 7% of construction cost)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,280.54	\$ 18,280.54	\$ 30,000.00	\$ 30,000.00
<b>TOTAL BID AMOUNT</b>					<b>\$ 332,774.40</b>		<b>\$ 343,418.50</b>		<b>\$ 389,175.01</b>		<b>\$ 440,619.40</b>

ITEM No.	INTERIM - PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
42	INSTALL M.D.O.T. CLASS 21AA CRUSHED CONCRETE SUB-BASE, (MIN. 8" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	1,988	\$ 10.00	\$ 19,880.00	\$ 16.25	\$ 32,305.00	\$ 14.00	\$ 27,832.00	\$ 18.00	\$ 35,784.00
43	INSTALL M.D.O.T. CLASS 21AA CRUSHED CONCRETE SUB-BASE, (MIN. 6" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	55	\$ 9.00	\$ 495.00	\$ 14.25	\$ 783.75	\$ 16.00	\$ 880.00	\$ 23.00	\$ 1,265.00
44	INSTALL CLASS "A" SOD	SY	150	\$ 20.00	\$ 3,000.00	\$ 20.00	\$ 3,000.00	\$ 25.00	\$ 3,750.00	\$ 50.00	\$ 7,500.00



BID TABULATION

City Project P-25-843 (ITB-W-1441)  
Federal Ave Pavement Reconstruction

G.V. Cement Contracting Co.  
20000 Dix-Toledo Hwy.  
Brownstown, MI 48183

Santos Cement 1 Inc.  
860 Southfield Rd  
Lincoln Park, MI 48146

ITEM No.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DEMOLITION ITEMS							
1	REMOVE SIDEWALK, A D.A. RAMP OR DRIVE APPROACH	SF	1,691	\$ 3.00	\$ 5,073.00	\$ 2.00	\$ 3,382.00
2	REMOVE EXISTING PAVEMENT INCLUDING INTEGRAL CURB AND GUTTER (SEE GEOTECHNICAL REPORT)	SY	1,985	\$ 12.00	\$ 23,820.00	\$ 25.00	\$ 49,625.00
3	REMOVE EXISTING STORM STRUCTURE, COMPLETE	EA	1	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00
4	REMOVE EXISTING SEWER, COMPLETE	LF	55	\$ 40.00	\$ 2,200.00	\$ 25.00	\$ 1,375.00
PAVING ITEMS							
5	INSTALL 7" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER, M D O.T. P1 (6 SACK CEMENT CONTENT)	SY	1,988	\$ 75.00	\$ 149,100.00	\$ 74.50	\$ 148,106.00
6	INSTALL 4" THICK CONCRETE SIDEWALK, M D O.T. GRADE P1 (6 SACK CEMENT CONTENT)	SF	60	\$ 12.00	\$ 720.00	\$ 13.00	\$ 780.00
7	INSTALL 6" THICK CONCRETE SIDEWALK, A.D.A. RAMP OR DRIVE APPROACH, M D.O.T. GRADE P-1C (7 SACK CEMENT CONTENT)	SF	797	\$ 14.00	\$ 11,158.00	\$ 13.00	\$ 10,361.00
8	INSTALL M.D.O.T. CLASS 21AA LIMESTONE SUB-BASE, (MIN. 8" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	1,988	\$ 14.00	\$ 27,832.00	\$ 28.00	\$ 55,664.00
9	INSTALL M.D.O.T. CLASS 21AA LIMESTONE SUB-BASE, (MIN. 6" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	55	\$ 12.00	\$ 660.00	\$ 35.00	\$ 1,925.00
10	SUBGRADE UNDERCUT - EXCAVATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL INSTALL 1x3, TYPE IV - CRUSHED LIMESTONE (C.I.P.) FOR FILLING UNDERCUT	CY	150	\$ 35.00	\$ 5,250.00	\$ 100.00	\$ 15,000.00
11	INSTALL TENSAR BX1100 OR EQUIVALENT GEOGRID TO STABILIZE THE UNDERCUT AREA(S)	SY	450	\$ 7.00	\$ 3,150.00	\$ 7.50	\$ 3,375.00
12	STATION GRADING	STA	7.5	\$ 1,500.00	\$ 11,250.00	\$ 5,000.00	\$ 37,500.00
13	INSTALL A D.A. COMPLIANT DETECTABLE WARNING DEVICE	LF	96	\$ 50.00	\$ 4,800.00	\$ 55.00	\$ 5,280.00
14	VARIABLE HEIGHT SIDEWALK CURB (AS-NEEDED)	LF	144	\$ 50.00	\$ 7,200.00	\$ 20.00	\$ 2,880.00
15	PAVEMENT MARKING (5 STOP BAR), OVERLAY COLD PLASTIC, 18" STOP BAR	FT	70	\$ 24.00	\$ 1,680.00	\$ 5.00	\$ 350.00
16	PAVEMENT MARKING (9 CROSSWALKS), OVERLAY COLD PLASTIC, 6" CROSSWALK	FT	504	\$ 12.00	\$ 6,048.00	\$ 3.00	\$ 1,512.00
17	COLD WEATHER PROTECTION (AS-NEEDED)	SY	2,000	\$ 5.00	\$ 10,000.00	\$ 15.00	\$ 30,000.00
UTILITY ITEMS							
18	ADJUST 2" DIA. UTILITY STRUCTURE, COMPLETE (INCLUDING HDPE/CONCRETE OR EQUIVALENT ADJUSTMENT RING)	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00
19	ADJUST 4" DIA. UTILITY STRUCTURE, COMPLETE (INCLUDING HDPE/CONCRETE OR EQUIVALENT ADJUSTMENT RING)	EA	4	\$ 2,800.00	\$ 11,200.00	\$ 3,200.00	\$ 12,800.00
20	INSTALL 6" DIA. CORRUGATED PLASTIC EDGE DRAIN WITH GEOTEXTILE WRAP, COMPLETE	LF	1,135	\$ 16.00	\$ 18,160.00	\$ 20.00	\$ 22,700.00
21	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	4	\$ 700.00	\$ 2,800.00	\$ 1,600.00	\$ 6,400.00
22	INSTALL A D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	4	\$ 700.00	\$ 2,800.00	\$ 1,600.00	\$ 6,400.00
23	INSTALL 2' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	1	\$ 2,400.00	\$ 2,400.00	\$ 3,000.00	\$ 3,000.00
24	INSTALL 12" DIA. STORM SEWER, RCP, CL-IV C76 PIPE	LF	55	\$ 95.00	\$ 5,225.00	\$ 200.00	\$ 11,000.00
25	DRAINAGE STRUCTURE TAP 6"	EA	1	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00
26	EXISTING DRAINAGE STRUCTURE TAP 12"	EA	1	\$ 800.00	\$ 800.00	\$ 2,000.00	\$ 2,000.00
27	MAINTENANCE GRAVEL, INSTALL AND MAINTAIN (COMPLETE)	TON	300	\$ 28.00	\$ 8,400.00	\$ 50.00	\$ 15,000.00
TRAFFIC CONTROL ITEMS							
28	TRAFFIC CONTROL DEVICES, COMPLETE	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
29	TEMPORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS	SF	750	\$ 50.00	\$ 37,500.00	\$ 5.00	\$ 3,750.00
RESTORATION ITEMS							
30	INSTALL SEED AND MULCH	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 7,500.00	\$ 7,500.00
31	SPRINKLER LINE (AS-NEEDED)	LF	300	\$ 25.00	\$ 7,500.00	\$ 20.00	\$ 6,000.00
32	SPRINKLER HEAD, REPLACE (AS-NEEDED)	EA	10	\$ 25.00	\$ 250.00	\$ 30.00	\$ 300.00
33	SPRINKLER HEAD, RELOCATE (AS-NEEDED)	EA	10	\$ 18.00	\$ 180.00	\$ 250.00	\$ 2,500.00
MISCELLANEOUS ITEMS							
34	PREFABRICATED PORTABLE SANITARY FACILITY	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
35	CREW DOWNTIME FOR LOCATING MIS-MARKED / UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HR	8	\$ 400.00	\$ 3,200.00	\$ 500.00	\$ 4,000.00
36	REPAIR MIS-MARKED OR UNMARKED WATER SERVICE	EA	5	\$ 1,500.00	\$ 7,500.00	\$ 3,000.00	\$ 15,000.00
37	CONTINGENCY FOR WORK OUTSIDE OF THE ORIGINAL PAY ITEMS	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
38	AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
39	SOIL EROSION AND SEDIMENTATION CONTROL MEASURES INCLUDING MCPWC SOIL EROSION PERMIT FEE ALLOWANCE	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
40	PERMIT AND INSPECTION FEE ALLOWANCE - AS NEEDED REIMBURSEMENT (Macomb County, SESC, EGLE)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
41	BONDS, INSURANCE, MOBILIZATION AND INITIAL SET-UP EXPENSE (Not to exceed 7% of construction cost)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 40,600.00	\$ 40,600.00
TOTAL BID AMOUNT					\$ 461,056.00		\$ 580,965.00

ITEM No.	OVERLAP - PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
42	INSTALL M.D.O.T. CLASS 21AA CRUSHED CONCRETE SUB-BASE, (MIN. 8" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	1,988	\$ 12.00	\$ 23,856.00	\$ 20.00	\$ 39,760.00
43	INSTALL M.D.O.T. CLASS 21AA CRUSHED CONCRETE SUB-BASE, (MIN. 6" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	55	\$ 10.00	\$ 550.00	\$ 17.00	\$ 935.00
44	INSTALL CLASS "A" SOD	SY	150	\$ 15.00	\$ 2,250.00	\$ 10.50	\$ 1,575.00

**RESOLUTION TO AWARD BID AND APPROVE CONTRACT  
FOR  
CITY PROJECT P-25-843  
FEDERAL AVE PAVEMENT RECONSTRUCTION  
(HUDSON AVE TO CHALMERS AVE)  
(ITB-W-1441)**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan,  
held on \_\_\_\_\_, 2025 at \_\_\_\_\_ p.m. Eastern \_\_\_\_\_ Time, in the  
Council Chambers located at Warren Community Center Auditorium, 5460 Arden Ave., Warren,  
Michigan.

PRESENT: Councilpersons \_\_\_\_\_

ABSENT: Councilpersons \_\_\_\_\_

The following preamble and resolution were offered by Councilperson

\_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

On February 19, 2025, bids were received for City Project P-25-843, Federal Ave Pavement  
Reconstruction, ITB-W-1441, pursuant to the standard sealed bid procedure.

The City Council has received and reviewed the bids as listed on the attached tabulation.

The City Engineer has recommended that the contract for City Project P-25-843, Federal Ave.  
Pavement Reconstruction be awarded to the low bidder Zuniga Cement Company in the total bid  
amount not to exceed \$332,774.40.

WHEREAS, the City of Warren is the recipient of Community Development Block Grant Funds  
enacted under Title I of the Housing and Community Development Act of 1974, as amended;

WHEREAS, funding will be available in the CDBG Street Improvements line item account  
numbers 273-9441-80183-CD2311(\$330,296.00) and Local Road Fund 204-9204-97400 (\$2,478.40)  
in the amount of \$332,774.40 for the paving of Federal Ave. from Hudson Ave. to Chalmers Ave.

The Contract documents include the Project Drawings, the Supplemental Specifications, the Advertisement, the Proposal, the Appendix and the City of Warren form documents entitled Instructions to Bidders, Contract, Performance Bond, Payment Bond for Labor, Material and Equipment Rental, Maintenance and Guarantee Bond, Certificate of Worker's Compensation Insurance, General Conditions, Specifications for Concrete Pavement, Specifications for Concrete Sidewalks and Drive Approaches and the Specifications for Sanitary and Storm Sewers.

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the City Engineer, that the City Council by formal motion approves the award of contract P-25-843, Federal Ave. Pavement Reconstruction to the low bidder Zuniga Cement Company in the total bid amount not to exceed \$332,774.40. Such award is subject to execution of written agreement by both parties.

IT IS FURTHER RESOLVED, that upon approval of the final contract in a form that meets with the approval of the City Attorney, along with all required insurance certificates, bonds and required documents; the Mayor and City Clerk are authorized to execute the contract with Zuniga Cement Company, 22500 Ryan Road, Warren, Michigan 48091 to complete City Project P-25-843, Federal Ave. Pavement Reconstruction, consistent with the terms of the bid for City Project P-25-843, Federal Ave. Pavement Reconstruction, and the City of Warren Engineering Contract Documents.

AYES: Councilpersons: \_\_\_\_\_  
\_\_\_\_\_

NAYS: Councilpersons: \_\_\_\_\_  
\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MINDY MOORE  
Secretary of the Council

**CERTIFICATION**

STATE OF MICHIGAN )  
COUNTY OF MACOMB ) SS.

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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk

Resolution to award bid and approve contract  
City Project P-25-843, Federal Ave. Pavement Reconstruction  
Zuniga Cement Company





CITY CONTROLLER'S OFFICE

500 CITY SQUARE, SUITE 425  
WARREN, MI 48093-5289  
(586) 574-4600  
FAX (586) 574-4614  
WWW.CITYOFWARREN.ORG

March 3, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren, Michigan

Re: Request for Increase in Budgeted Revenues and Appropriations - Police

Dear Council Secretary Moore:

The Police Commissioner and the Budget Director have indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of \$225,000.00 to account for the receipt of a grant from the State of Michigan's Michigan Commission on Law Enforcement Standards (MCOLES).

The State of Michigan MCOLES Commission is implementing in-service training requirements for all licensed law enforcement with a three-year pilot program to which agencies will be awarded \$1,000.00 per full time law enforcement officer based on 2025 FTE Annual Registration information,

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

Respectfully,

Kristina K Battle  
Budget Director

Approved: \_\_\_\_\_

Lori M. Stone, Mayor

cc: Rick Fox  
E. Hawkins  
C. Rushton  
J. Wolfe

RESOLUTION AMENDING GENERAL REVENUES AND APPROPRIATIONS  
FOR FISCAL 2025 BUDGET

A \_\_\_\_\_ Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held \_\_\_\_\_, 2025, at 7:00 o'clock p.m.  
Eastern 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 Council Member \_\_\_\_\_,  
and supported by Council Member \_\_\_\_\_.

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

WHEREAS, the Police Commissioner and the Budget Director have indicated a need  
to this Council for an increase in budgeted revenues and appropriations in the amount of  
\$225,000.00 to account for the receipt of a grant from the State of Michigan's Michigan  
Commission on Law Enforcement Standards (MCOLES),

WHEREAS, the State of Michigan MCOLES Commission is implementing in-service  
training requirements for all licensed law enforcement with a three-year pilot program to which  
agencies will be awarded \$1,000.00 per full time law enforcement officer based on 2025 FTE  
Annual Registration information,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the  
original General Appropriation Resolution for Fiscal 2025 Budget, approves the additional  
revenues and appropriation of funds to the following budget line items in the General Fund  
Budget in the amount of \$225,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Increase Revenues:</u>		
101-0080-54405	Police MCOLES CPE Training	\$ 225,000.00
<u>Increase Appropriations:</u>		
101-1301-82405	Police CPE Training Expense	\$ 225,000.00

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the General Fund Budget for fiscal 2025 in the amount of \$225,000.00.

AYES: Council Members \_\_\_\_\_  
\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_  
\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MINDY MOORE  
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN )

) SS

COUNTY OF MACOMB )

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



---

## Just a Heads Up on New Funding from MCOLES

---

From Paul Houtos <phoutos@warrenpd.org>

Date Wed 6/12/2024 2:14 PM

To Kris Battle <kbattle@cityofwarren.org>

 3 attachments (534 KB)

\_Commission Letter\_CPE Training Funds and Requirements\_06.10.2024.pdf; \_CPE FAQ\_06.10.2024.pdf; CPE 2024-26 Quick Reference Guide\_06102024.pdf;

Kris,

I'm still reading up on this new MCOLES training funds for Continuing Professional Education training which will be mandated every year, beginning this year. None of that matters to you.

What will matter to you is that CPE fund disbursements will be made at the beginning of each calendar year. \$500 per sworn officer this year and up to \$1000 per sworn next year. 2024 funds will be released June. There are no strings other than MCOLES mandates which classes we take and use the funds for, again not your problem.

This is not connected in any way to PA 302 funds and from what I've read need to be kept separate from the 302 funds. I've sent the literature that I've received from MCOLES, it not an exciting read by any means but enjoy. I just wanted to give you a heads up that this is on the horizon.

Repectfully,

Captain Paul Houtos #781  
Professional Standards Bureau  
Warren Police Department  
29900 Civic Center  
Warren, MI 48093  
[phoutos@warrenpd.org](mailto:phoutos@warrenpd.org)  
Desk – 586-574-4880



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS  
LANSING

TIMOTHY BOURGEOIS  
EXECUTIVE DIRECTOR

June 10, 2024

Dear Law Enforcement Community,

On January 31, 2023, Public Act 1 of 2023 (PA1) appropriated funds to support the implementation of required annual in-service training standards for all licensed law enforcement officers in accordance with rules promulgated under section 11(2) of the MCOLES Act (1965 PA 203, MCL 28.611). Although the Commission has always had the authority to require in-service training, the lack of funding made it unfeasible for the Commission to implement annual in-service training requirements. The Michigan Legislature recognized the importance of continuing education for law enforcement and enacted PA1 to appropriately fund this initiative. Consequently, the Commission is following the direction and intent of the Michigan Legislature and the MCOLES Act to promulgate rules with respect to mandatory in-service training.

Based on research and consistent with in-service training requirements around the country, the Commission is implementing in-service training requirements for all licensed law enforcement officers in Michigan, with a **3-year pilot program beginning in June of 2024**. Going forward, the required in-service training requirements will be referred to as Continuing Professional Education, or CPE.

#### **CPE Pilot Program**

As with many other new programs, CPE is currently in a pilot phase which allows for adjustments and modifications as needed. Since we are well into the 2024 calendar year, the Commission is implementing the CPE pilot program with a reduced number of required hours beginning in June 2024.

Accordingly, **the CPE requirement for 2024 is a total of 12 hours** as follows:

- **4 hours** of Commission designated training categories; and
- **8 hours** of agency selected training categories as per guidelines

**The CPE requirement starting in 2025 will be a projected total of 24 hours** as follows:

- **8 hours** of Commission designated training categories; and
- **16 hours** of agency selected training categories as per guidelines

For your convenience, the Commission has created a [CPE webpage](#) that includes *Frequently Asked Questions* and a *Quick Reference Guide*.

Director Kimberly Koster, Chair • Sheriff Anthony Wickersham, Vice-Chair • Lt. Col. Michael Krumm representing Colonel James Grady  
Deputy Matthew Hartig • Mr. Michael Wendling • Mr. David Tanay representing Attorney General Dana Nessel • Officer Linda Broden • Tpr. Nate Johnson  
Mr. Arthur Weiss • Second Assistant Chief Grant Ha representing Chief James E. White • Ms. Chianti Lymon • Dr. Lisa R. Jackson • Lt. Michael Hawkins  
Mr. Kenneth Grabowski • Mr. Michael Sauger • Sheriff Matthew Saxton • Mr. James Stachowski • Deputy Director Ronald Wiles • Chief Issa Shahin  
Pastor Tellis J. Chapman • Pastor Jeffery A. Hawkins • Sheriff Gregory Zybur • Mr. Anthony D. Lewis representing Mr. John E. Johnson

927 Centennial Way  
Lansing, MI 48913  
[www.michigan.gov/mcoles](http://www.michigan.gov/mcoles)  
517-636-7864

## **CPE Program Overview**

Program highlights, outlined below, will assist you in understanding the details of the CPE requirement:

- **FUNDING**

- For 2024, agencies will receive approximately \$500 per full time equivalent (FTE). The FTE count is based on the 2024 annual registration. The annual distribution is subject to appropriation by the legislature.
- **The CPE funds for 2024 will be released in June.**
- The 2025 annual distribution of CPE funds will take place in January.

- **CURRICULUM**

- CPE standards will follow nationally recognized research and development protocols with the goal of determining the most relevant training topics that align with the results of the current Job Task Analysis (JTA), best practices in law enforcement training, and will address contemporary issues in law enforcement.

- **STATUTORY REQUIREMENT**

- The Commission's annual CPE requirement complies with statute and affects all licensed law enforcement officers in Michigan.

- **TRAINING DELIVERY**

- Pre-approved synchronous (e.g., live, in real-time, virtual or in-person, etc.) and asynchronous (not live, recorded courses, self-paced, etc.) training sessions that are registered in MITN may satisfy CPE requirements. Only training that is pre-approved and registered with MCOLES will be recognized as qualified training to fulfill the annually required hours.

## **Mandatory Compliance**

Compliance with the Commission's CPE requirement for all Michigan licensed law enforcement officers is a condition of maintaining one's law enforcement license (2023 PA 1, 1965 PA 203, MCL 28.611).

As always, we appreciate your cooperation as we work together to uphold the highest standards of professionalism and integrity in law enforcement. Should you have further questions or concerns, please contact the MSP-MCOLES inbox at [MSP-MCOLES@michigan.gov](mailto:MSP-MCOLES@michigan.gov) and/or call 517-636-7864.

Best regards,



**Timothy S. Bourgeois**  
Executive Director  
Michigan Commission on Law Enforcement Standards



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: FEBRUARY 25, 2025  
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO AWARD BID ITB-W-1378; TO FURNISH OFFICE RENOVATIONS  
FOR THE FIRE ADMINISTRATIVE BUILDING

The Purchasing Division concurs with the Fire Department and recommends that bid ITB-W-1378, for Furnishing Office Renovations at the Fire Administrative Building, be awarded to the vendors listed in the table below, in a total amount not to exceed \$63,453.00.

VENDOR	CONTRACT	AWARD AMOUNT
C & S Construction Management	ITB-W-1378	\$ 51,700.00
D/A Central, Inc.	RFP-W-0648	\$ 5,630.00
Johnson Controls, Inc.	RFP-W-9103	\$ 5,218.00
Villa Carpets	Under \$5,000	\$ 905.00
GRAND TOTAL:		\$ 63,453.00

On Wednesday, February 5, 2025, electronic bids were publicly opened for ITB-W-1378; To Furnish Office Renovations for the Fire Administrative Building. The bid was advertised on the BidNet® (MITN) system. There were three (3) vendors who submitted bids, which are summarized on the attached bid tabulation form submitted for your review.

C & S Construction Management, 1202 6<sup>th</sup> Street, Wyandotte, MI 48192, is the low responsible and cost effective bidder for the construction of an office and copy area in the Fire Administrative Building, in the amount not to exceed \$51,700.00.

There is a \$2,000.00 contingency included in the \$51,700.00 amount for C & S Construction Management that will only be used to cover unforeseen items that were not included in the original bid specification. Use of these funds must be with pre-approval from the City.

The City is utilizing the current agreement (RFP-W-0648) with D/A Central, Inc., 13155 Cloverdale, Oak Park, MI 48237, for furnishing and installing the access control system, based on the pre-established labor and material rates, in the total amount of \$5,630.00.

The City is also utilizing the current agreement (RFP-W-9103) with Johnson Controls, Inc., 6111 Sterling Drive North, Sterling Heights, MI 48312, for furnishing and installing/relocating heating and cooling duct work as well as balancing the air flow, based on the pre-established labor and material rates, in the total amount of \$5,218.00.

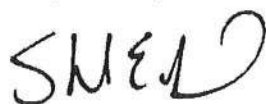
To complete the renovations, the Fire Department is also recommending that Villa Carpets, 30000 Ryan Road, Warren, MI 48092, to furnish up to 270 square yards of carpeting and cove base, in the amount not to exceed \$905.00. The existing carpet was recently installed at the Fire Administrative Offices. Based on the cost of the carpet, and in order to maintain consistency, competitive bids are not required for this purchase. C & S Construction Management is responsible for the installation of the carpeting and cove base for this project.

Hubbell, Roth & Clark, Inc. (HRC), one of the City's contracted Engineering Firms, was responsible for developing plans and specifications for this project. HRC also recommends award to C & S Construction Management (see attached).

Funds for this purchase are available in Account: 101-1336-97400.

Respectfully Submitted,

Read and Concur,



Shanah Turner  
Assistant Buyer



Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		3/3/2025
Controller:		3/3/2025
MAYOR:		3/4/2025



AS-READ BID SUMMARY

City of Warren One City Square Warren MI 48093			Product or Service: FURNISH OFFICE RENOVATIONS AT THE FIRE ADMIN BUILDING			BID: ITB-W-1378 Bid Opening Date: 2/5/2025 Department: Fire		
BIDDER	SIGNED	A1 & A2	BID BOND	TOTAL PROJECT	CONTINGENCY	GRAND TOTAL		
ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC.	X	X	5% BID BOND	\$ 55,500.00	\$ 2,000.00	\$ 57,500.00		
C & S CONSTRUCTION GENERAL CONTRACTORS	X	X	5% BID BOND	\$ 49,700.00	\$ 2,000.00	\$ 51,700.00		
MANDO CONSTRUCTION, INC.	X	X	5% BID BOND	\$ 91,444.00	\$ 2,000.00	\$ 93,444.00		



# D/A CENTRAL

intelligent technology solutions

**PROPOSAL  
24569**

**February 3, 2025**

**13155 Cloverdale  
Oak Park, MI 48237**

**BILL TO:**  
**City of Warren**  
Purchasing Department  
One City Square-Suite 425  
Warren, MI, 48093-5289  
Attn: Craig Treppa  
(586) 574 4636

**WORK LOCATION:**  
**City of Warren Fire Administration**  
23295 Schoenherr  
Warren, MI, 48089  
Attn: Bill Alter  
(586) 756 2800

## **Remodel at Fire Administration new office door access and data drops**

Bill Alter  
MIS Specialist  
**Warren Fire Department**  
23295 Schoenherr Road  
Warren, Michigan 48089

Bill,

Thank you for the opportunity to quote the price for additional access control and data drops and cabling at the Fire Administration Building.

Our quote is based on the drawings provided and your request.

Included in our proposal is adding the new ten data drops per drawing connecting them to the existing system. Also included is a new access control door including reader, strike, door contact and "REX" motion sensor.

### **Access Control:**

#### **Door Add 1 – "Room 102 (office)"**

- Connected to existing Access Control system
- New Dual Reader Module
- BlueDiamond Reader - Standard size
- Door monitoring equipment – REX, DC
- Standard electric strike
- Plenum rated composite cable

**Data and Low Voltage Cabling:****10 Data Drops**

- Connected to existing network patch panel
- Keystone jacks and faceplate, locations per drawing
- Patch cables
- Plenum rated composite cable

All above equipment on this proposal includes labor to install, cabling, system set-up, programming and verifying proper operation.

The next pages will include a detailed list of equipment with line-item pricing. This has been proposed with agreed upon rates between D/A and the City of Warren.

This proposal includes carries a three-year parts and labor Prime Support Warranty. Also included is three years of reader licensing for the new door, incorporated with your existing Lenel Elements system.

Please contact me with any questions or if you would like to proceed.

Thank you for the privilege of serving.

Regards,

Joseph A. Vanwelsenaers  
D/A Central, Inc.  
13155 Cloverdale  
Oak Park, Michigan 48237  
Ph: 248/ 399-0600 x 122  
Fax: 248/399-0651  
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Door Controller, 2 Door-MSRP=\$977	1.00	\$781.60	\$781.60
LenelS2 Elements Reader Fee, 3 Year-MSRP=\$576	1.00	\$460.80	\$460.80
Generic Locking Device-MSRP=\$655	1.00	\$524.00	\$524.00
Reader, BlueDiamond Mobile Enabled, Single Gang, Multi-Tech, Bluetooth, Terminal, Black-MSRP=\$395	1.00	\$316.00	\$316.00
Generic Door Contact-MSRP=\$12	1.00	\$9.60	\$9.60
PIR, Request To Exit, Light Grey Finish-MSRP=\$114	1.00	\$95.19	\$95.19
Trimplate, DS150I, DS160-MSRP=\$2.45	1.00	\$1.96	\$1.96
Composite, Plenum, Mint	1.00	\$146.59	\$146.59
CAT6, Plenum, Unshielded	7.00	\$42.59	\$298.13
Wall Plate, Single Gang, Vertical, 2-Port, Beige	3.00	\$1.50	\$4.50
Wall Plate, Single Gang, Vertical, 4-Port, Beige	1.00	\$1.50	\$1.50
Patch Cable, CAT6, 3', Blue	10.00	\$2.88	\$28.80
Cabling	10	\$85	\$850.00
Installation Services	10	\$85	\$850.00
CAD and Documentation	1	\$100	\$100.00
Engineering Services	1	\$125	\$125.00
Project Management	2	\$100	\$200.00
Investment Protection for 1 year	3.00	\$244.69	\$734.07
Miscellaneous Installation Materials	1.00	\$16.16	\$16.16
Freight			\$46.10
Keystone Jack, CAT6, Blue	10.00	\$4.00	\$40.00

<b>TOTAL EQUIPMENT</b>	<b>\$2,310.13</b>
<b>TOTAL LABOR</b>	<b>\$3,319.87</b>
<b>SUBTOTAL:</b>	<b>\$5,630.00</b>
<b>TAX (EXEMPT):</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$5,630.00</b>



## PROPOSAL



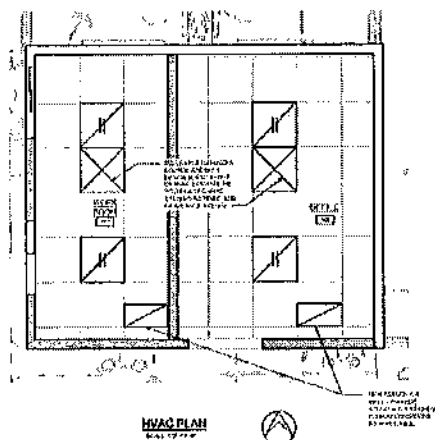
Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

Date 02-05-2025

City of Warren Purchasing  
Attn: Mr. Crain Treppa  
1 City Square  
Warren, Michigan 48093

Warren Project #: ITB-W-1378  
Re: OFFICE RENOVATIONS AT THE FIRE ADMINISTRATIVE BUILDING

The following proposal is to provide labor and materials to adhere to the scope of work presented in ITB-W-1378. This upgrade is in conjunction with the office renovations at the Fire Administration Building.



JCI is pleased to provide the City of Warren Fire Department with the following scope of work to assist in the office renovations at the Fire Administration Building.

**Job location:**  
City of Warren Fire Administration  
23295 Schoenherr Rd.  
Warren, MI 48089

**Quote #1-103ZMT01, Scope of Work: Ceiling Air Distribution modification**

1. Upon approval of proposal JCI will order the necessary parts and materials, coordinate access and provide installation schedule to General Contractor & Fire Dept.
2. JCI to pull mechanical permit for this project.
3. JCI to schedule work with General Contractor & Warren Administration upon receiving all needed materials. This is to be in conjunction with ceiling grid work.
4. Provide labor, materials and equipment to perform the following tasks:
  - Work Room 101 – rework, extend insulated supply flex and relocate supply diffuser in Work Room 101
  - Office 102 – rework, extend insulated supply flex and relocate supply diffuser in Office 102
5. Provide and install new two (2) return air sound dampening boots above ceiling grid inside plenum – one for each area.
6. Provide labor and materials to relocate existing thermostat as necessary.
7. Check, test and verify air flow through new diffusers and return grills/boots.



## PROPOSAL



Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

8. Provide air balancing of rework areas and certified report.
9. Clean work space and remove tools from job site.
10. Review installation and operation with General Contractor & Warren Fire Department Administration.

Base proposal for above Scope of Work.....\$5,218.00

Pricing is in accordance with City of Warren HVAC contract stated rates

Cost Breakdown

Labor	
Sheetmetal Technicians 20 hrs. x (1) man = 20 hrs. x \$103.00.....	\$2,060.00
o Disconnection	
o Reworking / extension of insulated supply duct work	
o Relocation of supply diffusers	
o Installation of two(2) new return boots	
Mechanical 4 hrs. x (1) man = 4 hrs. x \$103.00.....	\$ 412.00
o Relocation of existing thermostat	
Sheetmetal (Air Balancer & Certification) 12 hrs. x (1) man = 12 hrs. x \$103.00.....	\$1,236.00
o Base line readings	
o Balance new office area utilizing industry standard best practices	
o Provide detailed/certified air balance report	

Project Management, Coordination and permit pulling (6) hours straight time x \$103.00....\$ 618.00

Subtotal.....\$4,326.00

Equipment & Misc. Materials (15%)

Insulated flex duct .....	\$ 150.00
o Insulated Plex duct	
o Zip ties	
Return air grills and sound dampening boots.....	\$ 450.00
Misc metal.....	\$ 100.00
Use Tax.....	\$ 42.00
Vehicle Usage / Mileage \$75.00 x (2).....	\$ 150.00

Subtotal.....\$892.00

Warranty: Labor: 90 days  
Equipment: 1 year

Clarifications & Exclusions:

- \* All work to be performed during normal working hours, unless otherwise specified.
- \* Proposal does not cover any operational conditions that may be present in existing HVAC system
- \* Proposal and pricing includes only scope of work as indicated above.

If you should have any further questions, please call Michael Konezak (810)300-4809

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)



30000-Ryan Road Warren, MI 48092  
(586) 573-0050 Email [villacarpetsinc@gmail.com](mailto:villacarpetsinc@gmail.com)

**2/13/2025**

**Fire Administration Building  
23295 Schoenherr  
Warren, MI 48092**

**Proposal for the remodeled area with same carpet that was installed in 2022  
Provide material only**

J and J  
Outfitter  
Color: Oil Cloth  
Carpet base same material as carpet.  
30sy

Material: \$420.00  
Cove Base: \$360.00 Carpet cove base to match tile 120ft minimum to order  
Freight: \$125.00  
Tax Exempt

**Total Material Only pricing: \$905.00**

Price does not include adhesive for carpet tile or carpet wall base.

Installer usually supplies.

If we order carpet tile adhesive 4 gallon minimum (covers 120sy, much more than needed for this project)

Cost would be \$250.00

Wall base can be stapled to wall.

Authorization to order: \_\_\_\_\_ Date: \_\_\_\_\_

Terms: 1/2 Deposit, Balance Due Upon Completion.

Acceptance of this quote is subject to the following terms and conditions: All orders are special order, subject to a 25% restocking fee. Unforeseen floor prep to be billed on a time and material basis. Furniture moving and removal of existing flooring is the responsibility of the customer unless included on our invoice. The customer is always responsible for moving small items, electronics, bedding and valuables. 1/2 Down Deposit is required to place all orders. All Prices quoted are valid for 30 days from the date of stated on the quotation. Please review any other questions or details with your salesperson.



February 11, 2025

Skip McAdams  
City of Warren Fire Station Administration Building  
23295 Schoenherr Rd.  
Warren, Michigan 48089

Attn: Skip McAdams, Fire Commissioner

Re: Recommendation for Award and Bid Tabulation  
Warren Fire Department Administration Building Improvements

HRC Job No. 20240571

Dear Commissioner McAdams:

We have reviewed the bids that were received electronically by the City on Wednesday, February 5, 2025, for the Warren Fire Department Administration Building Improvements and have found them to be in order. There were three (3) responsive bids received, and the lowest bidder was C&S Management of Wyandotte, Michigan. Please refer to the attached Bid Tabulation for an itemized bid breakdown.

The project consists of improvements to the Warren Fire Department Administration Building, located at 23295 Schoenherr Rd, Warren, MI 48089. Work scope for this project involves the creation of one new office and a new copy room in a former open desk area. Work will include demolition, new wall and ceiling installation, new millwork, lighting, doors, and interior finishes, as well as some collateral items that were bid separately under existing City contracts which included door access controls (D/A Central) and mechanical (JCI). New carpet is being installed for this project separately.

We have contacted three references for C&S Management of Wyandotte, Michigan and received very positive feedback regarding this contractor from all references, two of which were municipal entities. C&S Management also acknowledged Addendums 1 & 2 on the project.

Based on the positive information received, HRC has no reservations with the City awarding the Contract to C&S Management of Wyandotte, Michigan with a total bid of **\$51,700.00**, subject to the submission of the necessary bonds and insurance, which comply with the contract specifications. The total cost of the project will be **\$62,548.00** with the JCI and D/A Central work included.

Enclosed, please find a copy of the Bid Tabulation for your records. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,  
HUBBELL, ROTH & CLARK, INC.



Adrianna M. Melchior, AIA, LEED AP BD+C  
Associate

Attachment: Bid Tabulation

pc: City of Warren; C. Treppa  
HRC; File



2/10/2025

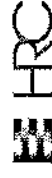
**BID TABULATION**  
**WARREN FD ADMINISTRATION BUILDING RENOVATION**  
**CITY OF WARREN**  
**MACOMB COUNTY, MICHIGAN**  
HRC Project Number - 20240571

Allied Building Service  
Company of Detroit, Inc  
1801 Howard St.  
Detroit, MI 48216  
313-230-0800

C&S Construction Management  
1202 6th St  
Wyandotte, MI 48192  
734-320-0689

Mando Construction, Inc  
75 Lavallette  
Mt. Clemens, MI 48043  
586-531-4740

Item	Quantity	Unit	Total Cost	Total Cost	Total Cost
<b>BASE BID</b>					
1. Total Project Cost - Complete	1	LS	\$ 55,500.00	\$ 49,700.00	\$ 91,444.00
2. Contingency Allowance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
<b>TOTAL AMOUNT OF BASE BID</b>			<b>\$ 57,500.00</b>	<b>\$ 51,700.00</b>	<b>\$ 93,444.00</b>
1. JCI BID	1	LS	\$ 5,218.00	\$ 5,218.00	\$ 5,218.00
1. DIA CENTRAL	1	LS	\$ 5,630.00	\$ 5,630.00	\$ 5,630.00
<b>TOTAL AMOUNT OF WORK</b>			<b>\$ 68,348.00</b>	<b>\$ 62,548.00</b>	<b>\$ 104,292.00</b>





February 14, 2025

Craig Treppa  
Purchasing Agent

**WARREN FIRE DEPARTMENT**

23295 Schoenherr  
Warren, MI 48089  
(586) 756-2800  
[www.cityofwarren.org](http://www.cityofwarren.org)

Subject: ITB-W-1378 – Office and Copy Area Build Out – Fire Administration Building

Craig

The Fire Department has carefully reviewed ITB-W-1378 for the build out of a new office space and copy area at the fire administration building located at 23295 Schoenherr. The city received three (3) bids from venders interested in performing the work for the city / department and we concur with the recommendation of Hubbell, Roth & Clark (HRC) to award to the lowest responsive bidder C & S Management. HRC contacted references provided by C & S Management and verified that the vender satisfactorily completed all aspects of the construction projects that were awarded to the company in a timely and professional manor. Additionally, C & S Management completed all sections of the bid documents and satisfactorily answered all questions as outlined in city of Warren bid documents. It should also be noted that references provided by C & S Management included two projects that they performed for other municipal agencies that further suggests that the company will be able to complete our project on time and on budget.

Therefore, it is the recommendation of the fire department to award to C & S Management in the amount of \$51,700.00 for construction of an office and copy area at the fire administration building located at 23295 Schoenherr. Additionally, the department also desires to have D/A. Central install the access control system in the amount of \$5,630.00 and JCI install additional and / or relocate heating and cooling ductwork along with balancing the air flow into the new office and copy area in the amount of \$5,218.00 along with the purchase of 270 square yards of Oil Cloth carpeting and cove base from Villa carpeting in the amount of \$905.00 that C & S Management will install in the new office and copy area. **The total cost of the project equals \$63,453.00.**

Please direct questions to my attention at Ext. 3100.

Funds are available in Account Number: 101-1336-97400

Professionally,

Wilburt McAdams  
Fire Commissioner



**WARREN FIRE DEPARTMENT**  
**INTER-DEPARTMENT COMMUNICATION**  
**OFFICE OF THE DEPUTY FIRE CHIEF**

---

MEMO TO: Commissioner McAdams

*WM*

FROM: Deputy Fire Chief Halleck

DATE: February 18, 2025

SUBJECT: Fire Administration Office Project

Sir,

C&S Construction has submitted the lowest bid, \$51,700.00 and has been recommended by HRC to undertake the Fire Administration Building Office Renovations project. I recommend them as well. DA Central quoted \$5,630.00 for door locking mechanisms and data connections, Johnson Controls quoted \$5,218.00 for HVAC services, and Villa Carpets quoted \$905.00 for carpet. The total cost listed by HRC in the February 11<sup>th</sup> email is \$62,548.00 not including the carpet. C&S Construction did add references in the form of an "information letter" rather than on page #8 of the ITB-W-1378 Invitation to Bid packet.

Respectfully Submitted,

Deputy Fire Chief  
Scott Halleck

**RESOLUTION**

Document No: ITB-W-1378

Product or Service: Furnish Fire Administrative Building Office Renovations

Requesting Department: Fire

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: 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 February 5, 2025 for the construction of an office and copy area in the Fire Administrative Building.

The following bids have been received by City Council:

**BIDDER:**

**AMOUNT:**

**Please see attached bid tabulation**

The bid of C & S Construction Management, 1202 6<sup>th</sup> Street, Wyandotte, MI 48192, is the low responsible and cost effective bidder for the construction of an office and copy area in the Fire Administrative Building, in the amount not to exceed \$51,700.00 (\$2,000.00 contingency included).

The City is utilizing the current agreement (RFP-W-0648) with D/A Central, Inc., 13155 Cloverdale, Oak Park, MI 48237, for furnishing and installing the access control

system, based on the pre-established labor and material rates, in the total amount of \$5,630.00.

The City is also utilizing the current agreement (RFP-W-9103) with Johnson Controls, Inc., 6111 Sterling Drive North, Sterling Heights, MI 48312, for furnishing and installing/relocating heating and cooling duct work as well as balancing the air flow, based on the pre-established labor and material rates, in the total amount of \$5,218.00.

The City is also recommending that Villa Carpets, 30000 Ryan Road, Warren, MI 48092, to furnish up to 270 square yards of carpeting and cove base, in the amount not to exceed \$905.00. C & S Construction Management is responsible for the installation of the carpeting and cove base for this project.

Funds are available in Account: 101-1336-97400.

IT IS RESOLVED, that the vendors listed in the below table are hereby accepted by City Council, in the total amount not to exceed \$63,453.00.

VENDOR	CONTRACT	AWARD AMOUNT
C & S Construction Management	ITB-W-1378	\$ 51,700.00
D/A Central, Inc.	RFP-W-0648	\$ 5,630.00
Johnson Controls, Inc.	RFP-W-9103	\$ 5,218.00
Villa Carpets	Under \$5,000	\$ 905.00
GRAND TOTAL:		\$ 63,453.00

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:

☒ 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council

#### **CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB )

I, Sonja Buffa, duly appointed City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Sonja Buffa  
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: FEBRUARY 24, 2025

TO: MINDY MOORE, WARREN CITY COUNCIL

SUBJECT: AWARD OF BID ITB-W-1420 FOR HEAVY DUTY BRAKE SHOES AND PADS

The Purchasing Division concurs with the Department of Public Works and recommends that Bid ITB-W-1420; for supplying Heavy Duty Brake Shoes and Pads be awarded to Traction Heavy Duty, 15970 Common Road, Roseville, MI 48066 for a one (1) year period with an option to renew for three (3) additional one-year periods at the same terms and conditions, with mutual consent of both parties, in an annual amount not to exceed \$34,538.50.

On February 7, 2025 at 1:00 PM sealed bids for ITB-W-1420; Heavy Duty Brake Shoes and Pads, were publicly opened. Invitations to bid were posted on the BidNet (MITN) system and four (4) vendors responded with a bid, which are summarized on the attached bid tabulation sheet for your review.

Neopart submitted the low-priced bid. However, they were unable to commit to the delivery schedule that was requested by the City, as they are located in Reading, Pennsylvania. Thus, the City is requesting that City Council approve an award to Traction Heavy Duty.

If your honorable body approves this recommendation, the award will commence on the official date of council approval, or March 17, 2025, whichever occurs later.

Funds for this purchase are available in the following DPW Account: 101-1442-86300.

Respectfully Submitted,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		3/3/2025
Controller:		3/3/2025
MAYOR:		3/4/2025

## CORRECTED BID SUMMARY

<b>City of Warren</b> <b>1 City Square</b> <b>Warren MI 48093</b>		<b>BID: ITB-W-1420</b> <b>Bid Opening Date: 2/19/2025</b> <b>Department: DPW</b>
<b>Product or Service: HEAVY DUTY BRAKE SHOES/PADS</b>		
<b>BIDDER</b>	<b>GRAND TOTAL</b>	
BILL JONES ENTERPRISES, INC. dba METRO AIRPORT TRUCK	\$	62,635.90
M&K TRUCK CENTER	\$	36,747.10
NEOPART	\$	31,748.20
TRACTION HEAVY DUTY	\$	34,538.50



## CORRECTED BID DETAIL

FURNISH HEAVY DUTY  
TRUCK BRAKE PARTS

ITEM	QTY	DESCRIPTION	BILL JONES ENTERPRISES, INC. DBA METRO AIRPORT TRUCK		M&K TRUCK CENTER		NEOPART		TRACTION HEAVY DUTY	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
A.	120	BRAKE SHOES, MERITOR FRICTION, XK3124715QP	\$ 147.64	\$ 17,716.80	\$ 89.53	\$ 10,743.60	\$ 59.04	\$ 7,084.80	\$ 83.95	\$ 10,074.00
B.	150	BRAKE SHOES, MERITOR FRICTION, XK3124707QP	\$ 122.73	\$ 18,409.50	\$ 73.05	\$ 10,957.50	\$ 77.71	\$ 11,656.50	\$ 67.95	\$ 10,192.50
C.	150	BRAKE SHOES, MERITOR FRICTION, XK3124718QP	\$ 136.03	\$ 20,404.50	\$ 80.96	\$ 12,147.00	\$ 70.68	\$ 10,602.00	\$ 75.95	\$ 11,392.50
D.	10	8RAKE PAD KIT, MERITOR FRICTION, KIT2252H2CD	\$ 610.51	\$ 6,105.10	\$ 289.90	\$ 2,899.00	\$ 240.49	\$ 2,404.90	\$ 287.95	\$ 2,879.50
ANNUAL GRAND TOTAL:			\$	\$ 62,635.90	\$	\$ 36,747.10	\$	\$ 31,748.20	\$	\$ 34,538.50

Neopart bid an incorrect extended total for Item A in the amount of \$590.40. The corrected extended total for Item A in the amount of \$7,084.80 is shown above.

Neopart bid a core charge for Item A in the unit amount of \$36.00, Item B in the unit amount of \$36.00, and Item C in the unit amount of \$34.00.

Neopart cannot meet the delivery schedule, but offer delivery within a week.

February 24, 2025

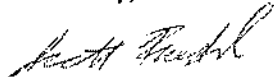
TO: Craig Treppa, Purchasing Agent

RE: Heavy Duty Brake Shoe/Pad Bid

Dear Craig,

After reviewing the bids for heavy duty brake shoes/pads, our recommendation is to award the bid to Traction Heavy Duty. They are not the lowest bidder, but they are the lowest qualified bidder. The lowest bidder, Neopart cannot meet the shipping, delivery requirements specified in the bid. Potentially disrupting the ability to make repairs in a timely fashion.

Sincerely,

A handwritten signature in cursive script, appearing to read "Scott Raedel".

Scott Raedel

DPW Superintendent

**RESOLUTION**

Document No: ITB-W-1420

Product or Service: Heavy Duty Truck Brake Parts

Requesting Department: DPW

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, during a Zoom meeting held by City Council, in the City of Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

Sealed bids were accepted, publicly opened and read on February 27 2025, at 1 p.m.

The following bids were received by City Council:

**BIDDER:**

**AMOUNT:**

**Please see attached bid tabulation**

The bid of Traction Heavy Duty, 15970 Common Road, Roseville, MI 48066 has been determined to best option for supplying Heavy Duty Brake Shoes and Pads for the City in an annual amount not to exceed \$34,538.50.

Funds are available in the following DPW Account; 101-1442-86300

IT IS RESOLVED, that the bid of Traction Heavy Duty to supply Heavy Duty Brake Shoes and Pads for a one-year period, with an option to renew for three additional

one year periods, at the same terms and conditions, and with mutual consent of both parties, is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that the award shall commence on March 17, 2025 or the official date of City Council Approval, whichever occurs later.

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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                      ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Sonja Buffa  
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

[www.cityofwarren.org](http://www.cityofwarren.org)

DATE: FEBRUARY 28, 2025  
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL  
SUBJECT: AWARD OF BID ITB-W-1467; FURNISHING SUPPLEMENTAL UPFITTING OF EIGHT (8) POLICE VEHICLES

The Purchasing Division concurs with the Police Department and recommends that Bid ITB-W-1467, for Furnishing Supplemental Upfitting of Eight (8) Police Vehicles, be awarded to the low responsible and cost effective bidder, Arrowhead Upfitters, Inc., 11240 North Saginaw Road, Clio, MI 48420, at the prices listed on the attached bid tabulation sheet in the total amount not to exceed \$160,800.00.

On Wednesday, February 26, 2025 at 1:00PM local time, electronic bids were publicly opened for ITB-W-1467, for Furnishing Supplemental Upfitting of Eight (8) Police Vehicles. Bids were solicited through the BidNet® (MITN) procurement system. Three (3) vendors responded with bids, which are summarized on the attached bid tabulation sheet for your review.

The City currently utilizing Canfield Equipment Company for all of its Police vehicle upfitting needs. Due to the numerous requests of other municipalities to have their vehicles upfitted by Canfield Equipment Company, they found it difficult to satisfy every city's needs in a timely fashion. This along with the diminishing fleet of vehicles within the Police Department has resulted in the need to solicit supplemental upfitting services for eight (8) of the department's Ford Explorers. The Police Department is confident that the demands on Canfield Equipment Company will slow in the coming months and that this will alleviate future backlogs.

If approved by your honorable body, Arrowhead Upfitters, Inc. will be responsible for handling the logistics for picking up and delivering of all eight (8) Police vehicles to and from the City of Warren.

Funds for these purchases are available in the following account: 402-9402-97400.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		3/3/25
Controller:		3/3/25
MAYOR:		3/4/2025

**AS-READ BID SUMMARY**

<b>City of Warren</b> <b>One City Square</b> <b>Warren MI 48093</b>		<b>Bid: ITB-W-1467</b> <b>Date Due: 2/26/2025</b> <b>Department: POLICE</b>
<b>Product of Service: UPFITTING POLICE VEHICLES</b>		
<b>BIDDER</b>	<b>GRAND TOTAL</b>	
ARROWHEAD UPFITTERS, INC.	\$	160,800.00
CYNERGY WIRELESS PRODUCTS, INC.	\$	182,932.80
FORGE SAFETY, LLC.	\$	195,971.44
WINDER POLICE EQUIPMENT, INC.	SUBMITTED "NO BID"	

2025 FORD AWD UTILITY POLICE INTERCEPTOR						
ITEM #	MFG.	ITEM DESCRIPTION	QTY:	U/M	UNIT PRICE	EXTENDED PRICE
1		Cencom Core WCX Control Center W-C399	1	EA	\$ 982.00	\$ 982.00
2		OBDII Canport Kit Ford/Dodge W-C399X1	1	EA	\$ 142.00	\$ 142.00
3		WeCanX Knob/Slide Control Head W-CCTL6	1	EA	\$ 356.00	\$ 356.00
4		Vehicle to Vehicle Sync Module W-CV2V	1	EA	\$ 274.00	\$ 274.00
5		54" Legacy WeCanx Duo+ Red/Blue W-EB2SP3JT	1	EA	\$ 2,750.00	\$ 2,750.00
6		Speaker, 122db Small Profile Nylon Composite W-SA315P	2	EA	\$ 295.00	\$ 590.00
7		Bracket, Mounting, Univ Swivel New Design (for SA315P) W-SAK9	2	EA	\$ 34.00	\$ 68.00
8		ION Series Super LED Universal W-IONB	1	EA	\$ 131.00	\$ 131.00
9		ION Series Super LED Universal W-IONR	1	EA	\$ 131.00	\$ 131.00
10		V Series Super LED BLUE W-IONSV1B	1	EA	\$ 247.00	\$ 247.00
11		V Series Super LED Red W-IONSV1R	1	EA	\$ 247.00	\$ 247.00
12		Pushbumper Elite Int Utility 20 WES-36-2125	1	EA	\$ 436.00	\$ 436.00
13		Pill Bar Elite Utility 20+ WES-36-2125PB	1	EA	\$ 397.00	\$ 397.00
14		Wing Wrap Elite Utility 20+ WES-36-2125W	1	EA	\$ 277.00	\$ 277.00
15		2 ION Channel 23.5" WES-36-600SW2	1	EA	\$ 41.00	\$ 41.00
16		V Series LED Sync W-LINSV2B	1	EA	\$ 241.00	\$ 241.00
17		V Series LED Sync W-LINSV2R	1	EA	\$ 241.00	\$ 241.00
18		UNSV Mirror MT Kit 20 Utility W-LSVBKT50	1	EA	\$ 27.00	\$ 27.00
19		Dual Universal XL T Rail Mount with Hand Cuff Key Override SET-GK10342UHK	1	EA	\$ 554.00	\$ 554.00
20		20+ Utility Seat Kit with RB and Rear Cargo Partition LM-FE7502-RB	1	EA	\$ 1,350.00	\$ 1,350.00
21		10RP CTED Ply Slide Exp Metal SET-PK0419ITU20TM	1	EA	\$ 1,019.00	\$ 1,019.00
22		Window Barrier, Steel Bar SET-WKO514ITU20 Interceptor Utility 2020	1	EA	\$ 299.00	\$ 299.00
23		Cup Holder Dual External JD-425-6205 (4.045X5.088X9.6)	1	EA	\$ 46.00	\$ 46.00
24		Univ Storage Box Utility HS-C-SBX-101	1	EA	\$ 670.00	\$ 670.00
25		ION Series Super Led Universal W-IONB	4	EA	\$ 131.00	\$ 524.00
26		ION Series Super LED Universal W-IONR	4	EA	\$ 131.00	\$ 524.00
27		Mini ION T-Series LT RED/BLUE W-TLMI2J	2	EA	\$ 116.00	\$ 232.00
28		WeCanX 16 Output Expansion MOD W-CEMI6	1	EA	\$ 216.00	\$ 216.00
29		Outer Edge 2020 Utility Duo W-RPWD50	1	EA	\$ 1,251.00	\$ 1,251.00
30		Magtek usb Swipe Reader TR 18.2 CDW-826959	1	EA	\$ 84.00	\$ 84.00
31		8.5" - 14.5" Telescoping Pole HS-C-HDM-202	1	EA	\$ 148.00	\$ 148.00
32		HDM Pole Support Arm HS-C-HDM-401	1	EA	\$ 62.00	\$ 62.00
33		11" SlideOut Locking Swing Arm HS-C-MD-119	1	EA	\$ 286.00	\$ 286.00
34		12 Volt + 2 usb Plug Underdash CAN-CA-18003	1	EA	\$ 24.00	\$ 24.00
35		DC Axial Fan, 12V CBW-8382	1	EA	\$ 172.00	\$ 172.00
36		Charge Guard HS-CG-X	1	EA	\$ 84.00	\$ 84.00
37		5T BLD Fuse BLK 6 Circuit Cove MA-B5-5028	4	EA	\$ 48.00	\$ 192.00
38		Magnetic Mic Holder MA-MM1	3	EA	\$ 40.00	\$ 120.00
39		Cable "Whip", 16'FME(f)-MPL(m) PA-C23F-5M	1	EA	\$ 15.00	\$ 15.00
40		GPSD+/C29/C32/c23/Cables Kit PA-GP-IN2148	1	EA	\$ 294.00	\$ 294.00
41		760-870 MHZ Antenna 3DBI TES-204468	1	EA	\$ 39.00	\$ 39.00
42		NMO Mount W/25' RG58U TES-290680	1	EA	\$ 22.00	\$ 22.00
43		Cost to Decommission Current Vehicle	1	EA	\$ 700.00	\$ 700.00
44		Shop Supplies	1	EA	\$ 350.00	\$ 350.00
42		Labor	1	LOT	\$ 2,895.00	\$ 2,895.00
43		Installation	1	LOT	\$ -	\$ -
44		Freight	1	LOT	\$ 350.00	\$ 350.00
45						\$ -
46						\$ -
47						\$ -
GRAND TOTAL FOR ONE (1) VEHICLE:						\$ 20,100.00
GRAND TOTAL FOR EIGHT (8) VEHICLES:						\$ 160,800.00

QUESTION 1: Enter the % Discount off MSRP offered for products not listed above:

20%

QUESTION 2: Enter the Hourly Rate for Service Work outside of Warranty Period or Installation Work other than complete vehicle upfitting:

\$ 110.00



**CYNERGY WIRELESS PRODUCTS, INC.  
AS-READ BID DETAIL**

**UPFITTING POLICE  
VEHICLES**

2025 FORD AWD UTILITY POLICE INTERCEPTOR						
ITEM #	MFG.	ITEM DESCRIPTION	QTY:	U/M	UNIT PRICE	EXTENDED PRICE
1		Cencom Core WCX Control Center W-C399	1	EA	\$ -	\$ -
2		OBDII Canport Kit Ford/Dodge W-C399K1	1	EA	\$ -	\$ -
3		WeCanX Knob/Slide Control Head W-CCTL6	1	EA	\$ -	\$ -
4		Vehicle to Vehicle Sync Module W-CV2V	1	EA	\$ 315.00	\$ 315.00
5		54" Legacy WeCanx Duo+ Red/Blue W-EB2SP3JT	1	EA	\$ 4,750.00	\$ 4,750.00
6		Speaker, 122db Small Profile Nylon Composite W-SA315P	2	EA	\$ 150.00	\$ 300.00
7		Bracket, Mounting, Univ Swivel New Design (for SA315P) W-SAK9	2	EA	\$ -	\$ -
8		ION Series Super LED Universal W-IONB	1	EA	\$ 151.30	\$ 151.30
9		ION Series Super LED Universal W-IONR	1	EA	\$ 151.30	\$ 151.30
10		V Series Super LED BLUE W-IONSV1B	1	EA	\$ 283.00	\$ 283.00
11		V Series Super LED Red W-IONSV1R	1	EA	\$ 283.00	\$ 283.00
12		Pushbumper Elite Int Utility 20 WES-36-2125	1	EA	\$ 463.00	\$ 463.00
13		Pill Bar Elite Utility 20+ WES-36-2125PB	1	EA	\$ 421.00	\$ 421.00
14		Wing Wrap Elite Utility 20+ WES-36-2125W	1	EA	\$ 293.00	\$ 293.00
15		2 ION Channel 23.5" WES-36-6005W2	1	EA	\$ 53.00	\$ 53.00
16		V Series LED Sync W-LIN5V2B	1	EA	\$ 262.00	\$ 262.00
17		V Series LED Sync W-LIN5V2R	1	EA	\$ 262.00	\$ 262.00
18		UNSV Mirror MT KH 20 Utility W-LSVBKT50	1	EA	\$ 35.00	\$ 35.00
19		Dual Universal XL T Rail Mount with Hand Cuff Key Override SET-GK10342UHK	1	EA	\$ 517.00	\$ 517.00
20		20+ Utility Seat Kit with RB and Rear Cargo Partition LM- FE7502-RB	1	EA	\$ 1,257.00	\$ 1,257.00
21		10RP CTED Ply Slide Exp Metal SET-PK0419ITU20TM	1	EA	\$ 1,199.00	\$ 1,199.00
22		Window Barrier, Steel Bar SET-WK0514ITU20 Interceptor Utility 2020	1	EA	\$ 251.00	\$ 251.00
23		Cup Holder Dual External JD-425-6205 (4.045X5.088X9.6)	1	EA	\$ 135.00	\$ 135.00
24		Univ Storage Box Utility HS-C-SBX-101	1	EA	\$ 790.00	\$ 790.00
25		ION Series Super Led Universal W-IONB	4	EA	\$ 151.00	\$ 604.00
26		ION Series Super LED Universal W-IONR	4	EA	\$ 151.00	\$ 604.00
27		Mini ION T-Series LT RED/BLUE W-TLMI2J	2	EA	\$ 134.00	\$ 268.00
28		WeCanX 16 Output Expansion MOD W-CEMI6	1	EA	\$ 248.00	\$ 248.00
29		Outer Edge 2020 Utility Duo W-RPWD50	1	EA	\$ 1,125.00	\$ 1,125.00
30		Magtek usb Swipe Reader TR 1&2 CDW-826959	1	EA	\$ 93.00	\$ 93.00
31		8.5" - 14.5" Telescoping Pole HS-C-HDM-202	1	EA	\$ 129.00	\$ 129.00
32		HDM Pole Support Arm HS-C-HDM-401	1	EA	\$ 59.00	\$ 59.00
33		11" SlideOut locking Swing Arm HS-C-MD-119	1	EA	\$ 312.00	\$ 312.00
34		12 Volt + 2 usb Plug Underdash CAN-CA-18003	1	EA	\$ 85.00	\$ 85.00
35		DC Axial Fan, 12V CBW-8382	1	EA	\$ 125.00	\$ 125.00
36		Charge Guard HS-CG-X	1	EA	\$ 90.00	\$ 90.00
37		ST BLD Fuse BLK 6 Circuit Cove MA-B5-5028	4	EA	\$ 55.00	\$ 220.00
38		Magnetic Mic Holder MA-MM1	3	EA	\$ 43.00	\$ 129.00
39		Cable "Whip", 16'FME(f)-MPL(m) PA-C23F-5M	1	EA	\$ 382.00	\$ 382.00
40		GPSD+/C29/C32/c23/Cables Kill PA-GP-IN2148	1	EA	\$ -	\$ -
41		760-870 MHZ Antenna 3DBI TES-204468	1	EA	\$ -	\$ -
42		NMO Mount W/25' RG58U TES-290680	1	EA	\$ 22.00	\$ 22.00
43		Cost to Decommission Current Vehicle	1	EA	\$ 1,100.00	\$ 1,100.00
44		Shop Supplies	1	EA	\$ 500.00	\$ 500.00
42		Labor	1	LOT	\$ -	\$ -
43		Installation	1	LOT	\$ 4,000.00	\$ 4,000.00
44		Freight	1	LOT	\$ 600.00	\$ 600.00
45					\$ -	\$ -
46					\$ -	\$ -
47					\$ -	\$ -
GRAND TOTAL FOR ONE (1) VEHICLE:						\$ 22,866.60
GRAND TOTAL FOR EIGHT (8) VEHICLES:						\$ 182,932.80

QUESTION 1: Enter the % Discount off MSRP offered for products not listed above:

15%

QUESTION 2: Enter the Hourly Rate for Service Work outside of Warranty Period or  
Installation Work other than complete vehicle upfitting:

\$ 85.00

2025 FORD AWD UTILITY POLICE INTERCEPTOR						
ITEM #	MFG.	ITEM DESCRIPTION	QTY:	U/M	UNIT PRICE	EXTENDED PRICE
1		Cencora Core WCX Control Center W-C399	1	EA	\$ 519.77	\$ 519.77
2		OBDII Canport Kit Ford/Dodge W-C399K1	1	EA	\$ 135.14	\$ 135.14
3		WeCanX Knob/Slide Control Head W-CCTL6	1	EA	\$ 338.20	\$ 338.20
4		Vehicle to Vehicle Sync Module W-CV2V	1	EA	\$ 289.38	\$ 289.38
5		54" Legacy WeCanX Duo+ Red/Blue W-EB25P3JT	1	EA	\$ 3,967.08	\$ 3,967.08
6		Speaker, 122db Small Profile Nylon Composite W-SA315P	2	EA	\$ 263.35	\$ 526.70
7		Bracket, Mounting, Univ Swivel New Design (for SA315P) W-SAK9	2	EA	\$ 29.15	\$ 58.30
8		ION Series Super LED Universal W-IONB	1	EA	\$ 124.96	\$ 124.96
9		ION Series Super LED Universal W-IONR	1	EA	\$ 124.96	\$ 124.96
10		V Series Super LED BLUE W-IONSV1B	1	EA	\$ 234.47	\$ 234.47
11		V Series Super LED Red W-IONSV1R	1	EA	\$ 234.47	\$ 234.47
12		Pushbumper Elite Int Utility 20 WES-36-2125	1	EA	\$ 530.17	\$ 530.17
13		Pit Bar Elite Utility 20+ WES-36-2125PB	1	EA	\$ 482.63	\$ 482.63
14		Wing Wrap Elite Utility 20+ WES-36-2125W	1	EA	\$ 336.38	\$ 336.38
15		2 ION Channel 23.5" WES-36-6005W2	1	EA	\$ 49.30	\$ 49.30
16		V Series LED Sync W-LINSV2B	1	EA	\$ 216.92	\$ 216.92
17		V Series LED Sync W-LINSV2R	1	EA	\$ 216.92	\$ 216.92
18		LINSV Mirror MT Kit 20 Utility W-LSVBKT50	1	EA	\$ 27.30	\$ 27.30
19		Dual Universal XL T Rail Mount with Hand Cuff Key Override SET-GK10342UHK	1	EA	\$ 633.36	\$ 633.36
20		20+ Utility Seat Kit with RB and Rear Cargo Partition LM-FE7502-RB	1	EA	\$ 1,714.96	\$ 1,714.96
21		10RP CTED Ply Slide Exp Metal SET-PK0419ITU20TM	1	EA	\$ 1,163.76	\$ 1,163.76
22		Window Barrier, Steel Bar SET-WK0514ITU20 Interceptor Utility 2020	1	EA	\$ 342.16	\$ 342.16
23		Cup Holder Dual External JD-425-6205 (4.045X5.088X9.6)	1	EA	\$ 89.19	\$ 89.19
24		Univ Storage Box Utility HS-C-5BX-101	1	EA	\$ 1,274.91	\$ 1,274.91
25		ION Series Super Led Universal W-IONB	4	EA	\$ 124.96	\$ 499.84
26		ION Series Super LED Universal W-IONR	4	EA	\$ 124.96	\$ 499.84
27		Mini ION T-Series LT RED/BLUE W-TLMI2J	2	EA	\$ 110.92	\$ 221.84
28		WeCanX 16 Output Expansion MOD W-CEM16	1	EA	\$ 227.76	\$ 227.76
29		Outer Edge 2020 Utility Duo W-RPWD50	1	EA	\$ 1,402.44	\$ 1,402.44
30		Magtek usb Swipe Reader TR 1 & 2 CDW-826959	1	EA	\$ 125.00	\$ 125.00
31		8.5" - 14.5" Telescoping Pole HS-C-HDM-202	1	EA	\$ 172.90	\$ 172.90
32		HDM Pole Support Arm HS-C-HDM-401	1	EA	\$ 71.89	\$ 71.89
33		11" SlideOut locking Swing Arm HS-C-MD-119	1	EA	\$ 333.97	\$ 333.97
34		12 Volt + 2 usb Plug Underdash CAN-CA-18003	1	EA	\$ 152.88	\$ 152.88
35		DC Axial Fan, 12V CBW-8382	1	EA	\$ 35.00	\$ 35.00
36		Charge Guard HS-CG-X	1	EA	\$ 97.37	\$ 97.37
37		STBLD Fuse BLK 6 Circuit Cove MA-B5-5028	4	EA	\$ 53.79	\$ 215.16
38		Magnetic Mic Holder MA-MM1	3	EA	\$ 38.35	\$ 115.05
39		Cable "Whip", 16'FME(f)-MPL(m) PA-C23F-5M	1	EA	\$ 25.40	\$ 25.40
40		GPSD+/C29/C32/C23/Cables Kit PA-GP-IN2148	1	EA	\$ 486.68	\$ 486.68
41		760-870 MHz Antenna 3DBI TES-204468	1	EA	\$ 63.84	\$ 63.84
42		NMO Mount W/25' RG58U TES-290680	1	EA	\$ 47.49	\$ 47.49
43		Cost to Decommission Current Vehicle	1	EA	\$ 1,000.00	\$ 1,000.00
44		Shop Supplies	1	EA	\$ 820.69	\$ 820.69
42		Labor	1	LOT	\$ 3,000.00	\$ 3,000.00
43		Installation	1	LOT	\$ 750.00	\$ 750.00
44		Freight	1	LOT	\$ 500.00	\$ 500.00
45					\$ -	\$ -
46					\$ -	\$ -
47					\$ -	\$ -
GRAND TOTAL FOR ONE (1) VEHICLE:						\$ 24,496.43
GRAND TOTAL FOR EIGHT (8) VEHICLES:						\$ 195,971.44

QUESTION 1: Enter the % Discount off MSRP offered for products not listed above:

10%

QUESTION 2: Enter the Hourly Rate for Service Work outside of Warranty Period or Installation Work other than complete vehicle upfitting:

\$ 145.00



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

February 28, 2025

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

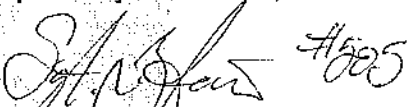
**RE: Request to Award WPD Supplemental Upfitter Bid to Arrowhead Upfitters Inc.**

Dear Mr. Treppa,

As you are aware, the Warren Police Department is in need of a supplemental vehicle upfitter due to a backup of work as well as a diminished fleet. On February 26, 2025 the bid closed with Arrowhead Upfitter Inc. being the low bidder. It is the Warren Police Department's request that Arrowhead Upfitters Inc. be awarded the aforementioned bid. The total award amount for this bid will be \$160,800.00 which will come from GL Account #402-9402-97400.

Arrowhead Upfitters Inc.  
11240 North Saginaw Road  
Clio, MI 48240  
810-969-4420

Respectfully Submitted,

  
Sergeant Zachery Lemond

Read and concur,

  
Captain James Wolfe

**RESOLUTION**

Document No: ITB-W-1467

Product or Service: Furnishing Upfitting of Eight (8) Police Vehicles

Requesting Department: Police Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. 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 February 26, 2025, at 1:00 p.m. local time.

The following bids have been received by City Council:

**BIDDER:**

**AMOUNT:**

**Please see attached bid tabulation**

The bid of Arrowhead Upfitters, Inc. 11240 North Saginaw Road, Clio, MI 48420, has been determined to be the low responsible and cost effective bidder to furnish supplemental upfitting of eight (8) Police vehicles, in the total amount not to exceed \$160,800.00.

Funds are available in the following Accounts: 402-9402-97400.

IT IS RESOLVED, that the bid of Arrowhead Upfitters, Inc. is hereby  
accepted by City Council, in the total amount not to exceed \$160,800.00.

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:

- ☒ 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Sonja Buffa  
City Clerk



**CITY ATTORNEY'S OFFICE**

One City Square, Suite 400

WARREN, MI 48093

(586) 574-4671

FAX (586) 574-4530

[www.cityofwarren.org](http://www.cityofwarren.org)

March 4, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren

**Re: Proposed Resolution Providing Public Notice of Intent to Sell Vacant Tax-Reverted Properties at 11203 and 11211 Rivard, Warren, Michigan; Parcel ID Nos. 13-34-454-012 and 13-34-454-013 for \$1,000.00 (\$500.00 each); Approving Sale Following 30-day Notice Period and Accepting Grant of Easement Rights**

Dear Council Secretary Moore:

Attached please find the above-referenced resolution to provide the public with thirty (30) days' notice of intent to sell vacant, tax-reverted properties 11203 and 11211 Rivard to Joseph Leonard Tagliavia for \$1,000.00 (\$500.00 each), plus title insurance and recording fees.


The proposed buyer Joseph Tagliavia intends to develop a parking lot on the property to serve as a parking lot for the Hitching Post Bar at 11203 Eight Mile, Warren, Michigan. The Property would be conveyed "as is" with a quit claim deed. Mr. Tagliavia will keep the Property maintained, and free from the growth or cultivation of marijuana, and will grant to the City an easement for public utilities and temporary construction access for public improvement projects. The lots will be combined, which will be handled administratively without a fee or hearing.

The resolution will remain on file with the City Clerk for 30 days. Within such time, any person wishing to submit an offer may submit a written offer to Economic Development Director Tom Bommarito, One City Square, Suite 215, Warren, Michigan 48093. If no other offers are received by April 15, 2025, Council's approval of the sale becomes final on the same terms in the resolution with no further action.

Consistent with 2-346 of the Code of Ordinances, the proposed sale will relieve the City of the liability and cost to maintain the lot, restore vacant land to the tax rolls, and provide a constructive use for the vacant land. Although the Assessor has estimated the land values of 11203 Rivard and 11211 Rivard at \$6,139.00 each, the proposed consideration is sufficient when viewed in terms of the public purposes to result from the sale.

If acceptable, please submit the resolution to Council for its meeting on Tuesday, March 11, 2025.

Respectfully,

  
Mary Michaels  
Acting City Attorney

Read and concur:

Signed by:

  
Lori M. Stone

76EABF22E3214B9  
Lori M. Stone, Mayor

MM/vlt Ltr to M Moore Council re Notice of Intent and Approval of Sale – 11203 & 11211 Rivard ID 106552

Enclosures

cc: Joseph Leonard Tagliavia (w/encls.)  
David Muzzarelli, Public Service Director (w/encls.)  
Tom Bommarito, Economic Development Director (w/encls.)  
Hunter Manikas, Economic Development (w/encls.)

**RESOLUTION PROVIDING PUBLIC NOTICE OF INTENT TO SELL TAX-REVERTED  
PROPERTIES AT 11203 RIVARD AND 11211 RIVARD, WARREN, PARCEL  
NOS. 13-34-454-012 AND 13-34-454-013; APPROVING SALE UPON COMPLETION  
OF NOTICE PERIOD; AND ACCEPTING GRANT OF EASEMENT RIGHTS**

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

**PRESENT:** Councilmembers \_\_\_\_\_

**ABSENT:** Councilmembers \_\_\_\_\_

The City owns tax-reverted properties at 11203 Rivard and 11211 Rivard, Warren, Michigan, Parcel Nos. 13-34-454-012 and 13-34-454-013 (the "Properties").

Prospective Purchaser, Mr. Tagliavia wishes to purchase the Properties for \$1,000.00 (\$500.00 each), plus closing costs. Mr. Tagliavia will keep the Properties maintained, free from the growth or cultivation of marihuana, will grant the City an easement for the maintenance and repair of public utilities, and subject to site plan approval, will use the Properties as a parking lot to service the business at 11023 Eight Mile Rd. for at least 10 years.

The Economic Development Director is recommending that the City convey the Properties to Joseph Leonard Tagliavia for the sum of \$1,000.00. The sale would relieve the City of responsibility for the Properties, and provide for its continuous maintenance by a responsible owner.

Any other person interested in purchasing the Properties may submit a written offer to Economic Development Director Tom Bommarito, One City Square, Warren, Michigan 48093, no later than April 11, 2025.

**THEREFORE, IT IS RESOLVED**, that the Mayor and Clerk are authorized to execute a purchase agreement and restrictive covenants consistent with this resolution and in such form that meets with the satisfaction of the City Attorney, to convey the Properties, described as follows:

Lot 268 – Mullin's Eight Mile Lawn Subdivision, according to the plat thereof as recorded in Liber 8, Page 54 of Plats, Macomb County Records.  
Parcel Identification No. 13-34-454-012  
Commonly known as: 11203 Rivard

Lot 269 – Mullin's Eight Mile Lawn Subdivision, according to the plat thereof as recorded in Liber 8, Page 54 of Plats, Macomb County Records.  
Parcel Identification No. 13-34-454-013  
Commonly known as: 11211 Rivard



**IT IS FURTHER RESOLVED**, that a certified copy of this resolution shall remain on file with the City Clerk for public inspection for a 30-day period.

**IT IS FURTHER RESOLVED**, that if no other offers are received by April 15, 2025, this approval of the sale will become final upon the same terms as stated in this Resolution.

**IT IS FURTHER RESOLVED**, that the conveyance of the Property shall be subject to the reservation of any liens or easements of record, covenants to renovate and use the Property in accordance with local codes, not use the property for the growth, processing or distribution of narcotics, including medical marihuana, and easement rights to access, maintain, construct, inspect or repair public utilities or for temporary access during public improvement projects.

**IT IS FURTHER RESOLVED**, that the City accepts such easement rights granted upon, over or under the Property for public utility purposes or for temporary construction access during public improvement projects, as to be further described in restrictive covenants.

**IT IS FURTHER RESOLVED**, that the Mayor and Clerk are authorized to sign the purchase agreement, restrictive covenants and any closing documents collateral to the sale, consistent with this Resolution and in such form that meets with the satisfaction of the City Attorney, including acceptance of the easement rights for public utilities.

**AYES:** Councilmembers \_\_\_\_\_

**NAYES:** Councilmember \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED** this 11<sup>th</sup> day of March, 2025.

\_\_\_\_\_  
MINDY MOORE  
Secretary of the Council

**CERTIFICATION**

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF MACOMB    )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Warren at its meeting held on March 11, 2025.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk



**PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION**

One City Square, Suite 300  
Warren, MI 48093  
(586) 759-9300  
Fax (586) 759-9318  
[www.cityowarren.org](http://www.cityowarren.org)

**TO:** Tom Bommarito, Economic Development Director  
Department of Public Service

**FROM:** Tina Gapshes, City Engineer

**DATE:** November 15, 2023

**RE:** 11203 Rivard Ave  
Parcel # 13-34-454-012

Pursuant to your request, the Engineering Division has investigated the above referenced property and has the following information:

**Parcel # 13-34-454-012**

- Lot 268, Mullin's Eight Mile Lawn Subdivision, L.8, P.54
- 35' (east and west) x 100' (north and south) +/- lot size
- This lot is located on the north side of Rivard Ave east of Mullin Ave.
- There is a 16 foot wide public alley adjacent to the lot on the north side.
- This lot is vacant, and the lot to the west is also vacant.
- There is a concrete wall with brush along the east side of the lot and a chain link fence with brush along the north property line.
- There are no apparent drainage issues.
- There is one tree on this lot.
- There are no sidewalks on this lot.

There are probably no easements on this property other than the above noted platted easement. However, a Title Commitment would be necessary to know with confidence if any easements existed.

A handwritten signature in black ink, appearing to read "Tina Gapshes".

Tina G. Gapshes, P.E.  
City Engineer

cc: Dylan Clark, Community and Economic Development Aide



**PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION**

One City Square, Suite 300  
Warren, MI 48093  
(586) 759-9300  
Fax (586) 759-9318  
[www.cityowarren.org](http://www.cityowarren.org)

**TO:** Tom Bommarito, Economic Development Director  
Department of Public Service

**FROM:** Tina Gapshes, City Engineer

**DATE:** November 15, 2023

**RE:** 11211 Rivard Ave  
Parcel # 13-34-454-013

Pursuant to your request, the Engineering Division has investigated the above referenced property and has the following information:

**Parcel # 13-34-454-013**

- Lot 269, Mullin's Eight Mile Lawn Subdivision, L.8, P.54
- 35' (east and west) x 100' (north and south) +/- lot size
- This lot is located on the north side of Rivard Ave east of Mullin Ave.
- There is a 16 foot wide public alley adjacent to the lot on the north side.
- This lot is vacant, and the lot to the east is also vacant.
- There is a chain link fence with brush along the north property line.
- There are no apparent drainage issues.
- There are no trees on this lot.
- There are no sidewalks on this lot.

There are probably no easements on this property other than the above noted platted easement. However, a Title Commitment would be necessary to know with confidence if any easements existed.

A handwritten signature in black ink, appearing to read "Tina Gapshes".

Tina G. Gapshes, P.E.  
City Engineer

cc: Dylan Clark, Community and Economic Development Aide

**CITY OF WARREN - OFFICE OF THE ASSESSOR 586-674-4532**

---

**M E M O R A N D U M**

---

**DATE:** NOVEMBER 3, 2023  
**TO:** Dylan Clark  
**FROM:** Lee Zumbrunnen, Deputy Assessor  
**RE:** 11211 Rivard Valuation Request

---

Pursuant to your request for valuation of the above captioned property, please be advised of the following:

Address: 11211 Rivard Vacant Lot  
Site Description: 35' x 100' Lot  
Tax Status: Exempt

Estimated valuation of property if subject to assessment as of December 31, 2022:

Land Value: \$6,139  
Estimated True Cash Value \$6,139  
Estimated Assessed Value \$3,069

**CITY OF WARREN - OFFICE OF THE ASSESSOR 586-574-4532**

---

**M E M O R A N D U M**

---

**DATE:** NOVEMBER 3, 2023  
**TO:** Dylan Clark  
**FROM:** Lee Zumbrunnen, Deputy Assessor  
**RE:** 11203 Rivard Valuation Request

---

Pursuant to your request for valuation of the above captioned property, please be advised of the following:

**Address:** 11203 Rivard Vacant Lot  
**Site Description:** 35' x 100' Lot  
**Tax Status:** Exempt

Estimated valuation of property if subject to assessment as of December 31, 2022:

**Land Value:** \$6,139  
**Estimated True Cash Value** \$6,139  
**Estimated Assessed Value** \$3,069

50		16		50
35		100		60
13-34-454-012		13-34-454-001		35
268		267		35
269		266		45
13-34-454-013		13-34-454-002		35
270		265		105
13-34-454-014		13-34-454-003		35
271		264		35
13-34-454-015		13-34-454-004		35
272		263		35
13-34-454-016		13-34-454-005		35
273		262		35
13-34-454-030		13-34-454-006		35
274		261		35
275		13-34-454-007		35
13-34-454-019		260		35
276		13-34-454-008		35
13-34-454-020		259		35
277		13-34-454-009		35
13-34-454-021		258		35
278		13-34-454-010		35
13-34-454-022		257		40.01
279		13-34-454-011		39.84
100		100		40.00
39.82		39.84		
49.82				
39.65				
49.65				
25		16		
52.50		43.4		
70		144.57		
Rivard Ave		Jackson Ave		

38.02		38.04		38.77		38.75		38.59	
108		108		100		100		108	
13-34-479-001		13-34-479-024		13-34-479-024		13-34-479-024		13-34-479-024	
256		279		279		279		279	

Mullin Ave

Zoom to  
13-34-454-013  
11211 RIVARD AVE  
WARREN

Google Street View

- Tax Data
- Legal
- Hist. Photo
- Soils
- Plats
- Deeds
- Tax Map
- Flood Data

COMP

## **REAL ESTATE PURCHASE AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the City of Warren, a Michigan municipal corporation ("Seller"), whose address is One City Square, Warren, Michigan 48093, and Joseph Leonard Tagliavia ("Purchaser"), whose address is 20610 10 Mile, St. Clair Shores, Michigan 48080.

### **RECITALS**

1. The Seller owns certain properties located at 11203 Rivard and 11211 Rivard in the City of Warren, County of Macomb, State of Michigan (the "Property").
2. Purchaser desires to purchase the Property from the Seller for the price of \$1,000.00 (\$500.00 each), and subject to the terms and conditions in this Agreement.
3. Seller is willing to sell the property to the Purchaser for the price and subject to the terms, conditions and limitations contained in this Agreement.

Therefore, in consideration of the mutual promises of the parties as contained in this Agreement, the parties agree as follows:

### **PURCHASE AND SALE OF REAL PROPERTY**

Seller agrees to sell, and Purchaser agrees to purchase, the following property described as follows:

Lot 268 – Mullin's Eight Mile Lawn Subdivision, according to the plat thereof as recorded in Liber 8, Page 54 of Plats, Macomb County Records.

Parcel Identification No. 13-34-454-012

Commonly known as: 11203 Rivard

Lot 269 – Mullin's Eight Mile Lawn Subdivision, according to the plat thereof as recorded in Liber 8, Page 54 of Plats, Macomb County Records.

Parcel Identification No. 13-34-454-013

Commonly known as: 11211 Rivard

The above properties shall be referred to collectively as "the Property" in this agreement. The concise description of the Property shall be based upon a complete ALTA/NSPS survey, if Purchaser obtains one. The parties agree that the conveyance of the Property is subject to the terms, conditions and limitations contained in this Agreement.

### **PURCHASE PRICE**

Purchaser shall pay the purchase price for the Property the sum of One Thousand and 00/100 (\$1,000.00), plus closing costs, subject to adjustment and prorations as provided in this Agreement, payable in immediately available funds. This purchase price is intended as full monetary consideration and compensation for the Property, together with all improvements, fixtures, easements, appurtenances, mineral rights, and all other

Property interests. The Property is vacant, and no fixtures or personal property are included in this sale.

### **TERMS OF PAYMENT**

The purchase price shall be paid by Purchaser to Seller at closing by cashier's check or money order.

### **CONVEYANCE**

Upon completion of the conditions in this document and execution of restrictive covenants in the form attached as Exhibit A, Seller shall convey to the Purchaser its legal title to the Property by executing and delivering a standard form Quit Claim Deed ("Deed"), subject to easements, covenants and restrictions of record as shown on the referenced title commitment and conditions and restrictions stated below.

Purchaser agrees the property will be legally combined and developed and used as a develop a parking lot to service, the business at 11203 Eight Mile Rd., subject to site plan approval for at least 10 years. Any change thereafter shall be for a use that satisfies the zoning ordinances and is not restricted by this Agreement. Purchaser further agrees that the Property shall not be used for or to support the cultivation, distribution, processing, or growth of any controlled substance, including medicinal marihuana, for any adult, sexually-oriented business as defined in the City of Warren Codes of Ordinances, or for any short-term rental for a duration less than six (6) months, and to keep the Property maintained in a condition in compliance with the Code of Ordinances of the City of Warren. All parties with a legal interest in the Property must sign the Restrictive Covenants and lot combination application. Purchaser shall execute a restrictive covenant consistent with these agreements at the time of the closing. These covenants are intended to serve a public purpose as part of the consideration, and shall run with the land, and be binding upon subsequent owners, assigns, transferees, and heirs, unless otherwise allowed by the governing body of the City of Warren. Any obligation Purchaser may owe to the City of Warren must be satisfied prior to completion of the transaction.

### **LEGAL DESCRIPTION AND SURVEY**

If necessary for a title policy without exceptions, Purchaser shall be responsible for obtaining a complete ALTA/NSPS survey showing all boundaries, easements for public utilities and driveways, and zoning ordinances, if any, and shall provide a copy to Seller and the title company prior to Closing. Purchaser shall have the right to give Seller written notice of objection to any encumbrance, lien, charge or claim upon to or against the Property as may be disclosed by the survey. Upon such notice, Seller may give Purchaser notice within 10 days of its intent to cure any such defects, at Seller's sole expense. If such notice to cure is not provided to Purchaser, Purchaser may either provide notice of termination, which shall be provided within the period of the 10<sup>th</sup> to the 15<sup>th</sup> day of its notice of objection to Seller, or Purchaser will accept the Property with the defects, and proceed with the purchase. If Purchaser does not elect to obtain a survey, Purchaser agrees to sign a waiver of a survey at closing, and to hold harmless the City of Warren for any encroachment, easement, boundary or setback discrepancy, or title defect or any other claim that may relate to the property condition.



### **TITLE POLICY**

1. **Commitment for Title Policy.** Seller has delivered to Purchaser a title search report for each Property and within 30 days will furnish Purchaser with a commitment for a policy of title insurance, if available for issuance, by a title insurance corporation, for an amount of \$1,000.00, and bearing date later than the acceptance of this Agreement ("Title Commitment"), or as soon as such commitment is available from the title company. The parties agree the commitment will be ordered from ATA National Group Title Group. Title insurance may not be available for the reason the property was formerly tax-reverted.

2. **Title Objections.** If objection to the title or proposed policy is made that the title is not in the condition required for performance hereunder, Purchaser must provide Seller with written notice of the objection within 10 days from receipt of the title commitment, and the Seller shall have 20 days from the date of written notification from Purchaser of the particular defects claimed, to either; 1) commence action to remedy the title; or 2) obtain title insurance modified or amended to eliminate the objection and defect; or 3) provide written notice of termination of this agreement. If the Seller elects to remedy the title or obtain a modified title policy, Seller will provide Purchaser with written notice of its intent to pursue the remedies, and Purchaser agrees to complete the sale within 10 days of written evidence of the remedies. The closing will be delayed pending completion of such remedies. If Seller commences an action to remedy title, then Purchaser's obligation to purchase shall continue until the disposition of such action. If the title is not successfully remedied through such action, then Purchaser may terminate this agreement with no further obligation on the part of Seller or Purchaser, or purchase the property with the title defect. If no remedies are taken, or Purchaser does not terminate, and Purchaser elects to purchase the property, any defects to title shall be considered to be waived by Purchaser, and Purchaser will accept title with title defects or objections.

### **ENVIRONMENTAL INSPECTIONS**

Purchaser is responsible for procuring a Phase 1 environmental site assessment or evaluation, together with any other wetland studies, land reviews or other assessments of the Property, within 30 days of this Agreement. In the event any environmental or soil contamination or other adverse condition is disclosed, Purchaser shall submit a copy of the Phase I report to Seller within five days of the report. If environmental or soil contamination is present, Purchaser may terminate this Agreement, with no further obligation of either party, upon notice of termination to Seller, within 30 days of this Agreement. In the alternative, and subject to Seller's consent, Purchaser may purchase the Property notwithstanding such contamination, or provide Seller with written notice of its termination of this agreement, subject to any indemnification obligations in this agreement. It is understood that the property will be purchased "as is," subject to any contamination objections, or irregularities.

### **CONTINGENCY/INSPECTION PERIOD**

1. In addition to other contingencies in this Agreement, Purchaser at his own expense, shall have 30 days after receipt of fully accepted Offer ("Inspection Period") to inspect the Property and records including, but not limited to the following:

- a) well and septic system;
- b) pest inspection;
- c) search governmental records, pending violations, or notices of violations from any insurance or governmental agency;
- d) litigation and bankruptcy search; and
- e) soil inspection.

2. If Purchaser determines that he does not wish to proceed with the Purchase based upon an objection to any defective condition disclosed by one of the above inspections, Purchaser shall provide Seller with a notice of his objection, and with copy of the inspection report. Seller, at its election, may terminate or Seller has the option, within 10 days' notice to Purchaser, to cure the defect within 30 days of such notice. If Seller does not provide such notice to cure, then Purchaser, upon written notice to Seller prior to the end of the Inspection period, may terminate this Agreement, and this Purchase Agreement shall be terminated. Subject to the indemnification obligation below, the parties shall have no further obligation or liabilities to the other. Purchaser shall promptly return any materials Seller furnished to it in connection with its inspection of the Property, and restore any damaged property which occurred during the inspections, within 10 days of termination, or will be responsible for the costs of such restoration.

3. If Purchaser has any outstanding obligation owed to the City, such obligation must be satisfied within 30 days of this Agreement, or Seller, at its sole election, may terminate this Agreement upon written notice to Purchaser. Thereafter, no obligations shall remain outstanding until Closing.

### **INDEMNIFICATION**

Notwithstanding anything to the contrary in this document, Purchaser, jointly and severally, for himself, his family, successors, heirs, legal representatives, and assigns, agrees to indemnify, defend, hold harmless Seller against, for, and from, all liability, loss, costs or expenses (including costs of defense, investigation and reasonable attorney fees) which may result from, relate, or arise out of any of Purchaser's or his contractor's or agent's use, possession, inspection, or occupancy of the Property during the time this Purchase Agreement is in effect, up to Closing, and for any claim, demand, liability or damage that may result from or relate to the soil condition, environmental contamination, grading, condition or availability of utilities, including sewer taps or drains, setback areas, boundaries, conditions of title, such as encumbrances, unrecorded easements or interests, possessory or occupancy rights or claims, title defects, or other conditions relating to or arising out of the Property or this conveyance

If Purchaser fails to close the transaction, Purchaser shall remain obligated to repair, in a commercially reasonable manner, any damage to the Property caused by the Purchaser or its employee, contractors or agents in connection with the performance of any inspection, work or other act preliminary to the Closing.

These obligations shall survive closing and are supplemental to other releases and indemnifications obligations contained in this Agreement.

### **CLOSING**

1. If this Offer is accepted by the Seller, and if title can be conveyed in the required condition, Purchaser and Seller agree to complete the sale within 20 days from the expiration of the Inspection Period or of Purchaser's acceptance of any test or remedial action or cure made by Seller as provided in this Agreement, whichever occurs later. The closing of this sale shall take place at the office of the Purchaser, unless the parties agree upon another location. The Seller shall be responsible for preparing the documents for the closing, and the closing documents shall be delivered for the Purchaser's review at least 10 days before the closing. All taxes must be paid, and all outstanding obligations Purchaser may have to Seller, must be fulfilled prior to closing.

2. 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. Purchaser will pay for closing costs, revenue stamps, transfer taxes, recording costs, and shall record the transfer affidavits. Purchaser shall pay for the title insurance premium. Each party shall pay for their own attorney and other professional fees. Each party shall sign a closing statement memorializing the transaction. At closing, Seller will have issued an owner's policy of title insurance in the standard American Land Title Association form, insuring Purchaser as the vested title owner of the Property in the amount of \$1,000.00 each. Purchaser will pay for the cost of each such policy. Each party shall produce documents to evidence their authority to enter into and execute the closing documents.

3. Seller has not possessed or occupied or inspected the property. The property is vacant, tax-reverted land. Purchaser acknowledges that Seller has made its building records available to Purchaser for inspection and/or copying, and encouraged a survey and inspections before Closing, but is otherwise is not required to provide a Seller's Disclosure Statement.

4. It is further understood that Seller is unable to guarantee this Property is insurable by a title company. The Property is being sold "as is," and upon Closing, Purchaser, for himself, his family, heirs, successors and legal representatives, is accepting the Property with any title defect, encumbrance, soil condition, contamination, boundary error or any unrecorded use or restriction, third-party occupancy claim or right, whether known or unknown.

### **TAXES - PRORATED ITEMS**

All taxes and assessments which have become a lien upon the land at the date of this Agreement shall be paid by the Seller, except current taxes if any shall be prorated and adjusted as of the date of the Closing.

### **REPRESENTATION, WARRANTIES, AND COVENANTS**

1. Purchaser represents and warrants to, and covenants with Seller, the following as of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date:

- a. Purchaser has the full authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations under this Agreement;
  - b. All requisite actions necessary to authorize Purchaser to enter into this Agreement and the remaining agreements provided for and to carry out its obligations have been, or by the Closing Date will have been, taken;
  - c. All documents and agreements executed and delivered by Purchaser in connection with the Purchase shall be binding upon, and enforceable against, Purchaser; and
  - d. No other person or entity has an interest in the Adjacent Property, or Purchaser has obtained the approval of any person or entity with an interest, to combine the properties or otherwise agree to the terms of this Agreement.
2. Purchaser agrees to accept the title to the Property "as is". Seller has made no representations or warranties with regard to the Property, surface, subsurface or any matter affecting title. Purchaser is responsible for independently investigating the title to the Property, the surface, subsurface, and any environmental issues that may arise from any pollution of the soil or groundwater, to its satisfaction, and waives and releases Seller from any claims by Purchaser, whether environmental or otherwise, with regard to the condition of or title to the Property.
3. The foregoing obligations, representations, releases and covenants shall survive closing.

### **POSSESSION**

The Seller shall deliver and the Purchaser shall accept possession of the Property at the time of closing.

### **DEPOSIT**

The parties acknowledge that no down payment has been deposited in connection with this offer, and no credit for deposit money shall be made to the purchase price if the sale is completed.

This Agreement shall become a binding agreement, and shall take effect upon full execution.

### **NOTICES**

All notices, deliveries or tenders given or made in connection herewith shall be deemed completed and legally sufficient, if mailed or delivered to the respective party for whom the same is intended at the addresses below:

Seller:	Community Development Director
	City of Warren
	One City Square
	Warren, MI 48093

With a copy to: City Attorney  
City of Warren  
One City Square, Suite 400  
Warren, MI 48093

Purchaser: Joseph Leonard Tagliavia  
20610 10 Mile Rd.  
St. Clair Shores, MI 48080

### **ADDITIONAL CONDITIONS**

1. The covenants herein shall bind the heirs, administrators, executors, assigns, personal representatives and successors of the respective parties.
2. It is understood that the Property is being purchased in its present condition and will be delivered by the Seller to the Purchaser in substantially the same condition as when this Offer was made. Seller shall take all reasonable measures to preserve and protect the Property and to keep it maintained in its current condition.
3. Seller represents and warrants that there are no pending, threatened, or existing lawsuits administrative actions, claims or demands relating to the subject Property and further holds Purchaser harmless from the same.
4. "Superfund" Act. To the best of Seller's knowledge, no landfill exists on the Property and no hazardous waste or material has been deposited on the property and the property is free from any environmental problems as set forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund"). This warranty, representation shall not affect any duty to inspect by the Purchaser pursuant to the Agreement, or the indemnification provided by Purchaser.
5. Representation of Authority - No warranty of Title. Seller warrants and represents that it has the authority to accept this Agreement of Sale. Seller does not warrant title, as the property was acquired through the tax-reversion process conducted by the County of Macomb, Michigan.
6. Additional Documents. Each party agrees to execute any additional documents reasonably requested by the other to carry out the intent of this Agreement.
7. No Broker. It is acknowledged by both parties that no Broker was utilized by either party in this transaction, and therefore no broker or advisory fees will be assessed to either party. It is further understood that no promises have been made other than those that are in writing and signed by all parties involved (no verbal agreements will be binding).
8. Survival of Representation and Warranties. The representations and warranties as set forth in this Agreement shall be continuing and survive the Closing.
9. Date of this Agreement. For the purposes of the transaction, the Agreement shall be effective the date of the signature of the last party to sign this Agreement.

10. **Prior Agreements.** Seller represents and warrants that Seller has not entered into any other Agreement for the sale of the Property, or any part thereof. Purchaser agrees to conditions set forth in Letter of Interest dated April 19, 2024, which Purchaser signed on May 14, 2024. Except for terms of such letter, there are no agreements, oral or written, leases, easements, licenses, court decrees or judgments, third party claims, demands, or causes of action, which would be a charge, encumbrance or claim against, or restrict the use of the Property to be sold.

11. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

12. **Saturdays, Sundays and Holidays.** Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

13. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. **No Adverse Information.** Seller represents and warrants that it has no adverse information with regard to the real estate which it has not disclosed to Purchaser and that there are no judicial or administrative proceedings pending or threatened against the real estate and Seller is not aware of any facts which might result in any action, suit or other proceedings.

15. **Eminent Domain.** If before closing, the real estate is taken by eminent domain, Purchaser may terminate this Agreement. If Purchaser terminates, neither Seller nor Purchaser shall have any further obligation and the earnest money deposit will be promptly returned to Purchaser. If Purchaser does not terminate, this Agreement will remain in effect and Seller will assign to Purchaser all of Seller's rights to receive any awards that may be made for such taking.

16. **Cooperation.** The parties agree to cooperate with each other in carrying out the transaction, in obtaining and delivering all required closing documents, and obtaining the required governmental approvals, and agree to use their best efforts to expeditiously accomplish same. In addition, Seller agrees to cooperate in the platting of the property including, but not limited to signature when required and providing existing documents.

17. **Risk.** All risk of loss or damage to the property shall be upon Purchaser.

18. Any action arising under this Agreement shall be brought in a Court whose jurisdiction includes and is located in the County of Macomb, Michigan. Such actions shall be governed by and subject to the laws of the State of Michigan.

19. This Offer to Purchase is subject to the parties' attorney approval. No representation or recommendation is made by the Presenter as to the legal sufficiency, legal effect or tax consequences of this Offer to Purchase or the transaction relating thereto; the parties shall rely solely upon the advice of their own legal counsel as to the legal and tax consequences of this Offer to Purchase. All Purchasers of real estate should have their title examined by an attorney.

20. In the event, prior to closing, Seller shall desire to restructure this transaction as a tax deferred exchange for property identified by Seller, pursuant to §1031 of the Internal Revenue Code, Purchaser, as an accommodation to Seller, shall enter into and execute any such amendatory documentation as Seller may reasonably request; provided however, that Purchaser shall not incur any additional cost, expense, risk or potential liability whatsoever on account thereof. Purchaser shall have no liability to Seller whatsoever in the event the subject transaction is found, held or adjudicated not to qualify as or as a part of a tax deferred exchange pursuant to §1031 of the Internal Revenue Code. Notwithstanding the foregoing, no failure to close of any transaction involving any premises to be exchanged shall affect Seller's obligation to convey the Subject Premises as and when required hereunder.

WITNESSED BY:

PURCHASER:

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Joseph Leonard Tagliavia

WITNESSED BY:

SELLER:

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Lori M. Stone  
Its: Mayor

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Sonja Buffa  
Its: City Clerk

ID 106561

**EXHIBIT A**

**DECLARATION OF RESTRICTIVE COVENANTS**

The City of Warren, a Michigan municipal corporation located at One City Square, Warren, Michigan (the "Grantor"), and Joseph Leonard Tagliavia, whose address is 20610 10 Mile, St. Clair Shores, Michigan 48080 (the "Grantee"), agree to the property restrictions contained in this document.

The parties stipulate that:

Grantor conveyed to Grantee certain real property (the "Property"), located in the City of Warren, Michigan, and legally described as follows:

Lot 268 – Mullin's Eight Mile Lawn Subdivision, according to the plat thereof as recorded in Liber 8, Page 54 of Plats, Macomb County Records.

Parcel Identification No. 13-34-454-012

Commonly known as: 11203 Rivard

Lot 269 – Mullin's Eight Mile Lawn Subdivision, according to the plat thereof as recorded in Liber 8, Page 54 of Plats, Macomb County Records.

Parcel Identification No. 13-34-454-013

Commonly known as: 11211 Rivard

The Property has been vacant for several years. 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, reducing congestion, increasing setback areas, improving the aesthetics of the area, and restoring the Property to a responsible owner. Joseph Leonard Tagliavia, for himself, his family, heirs, successors and assigns, agrees to the terms of the document.

As part of the consideration for the Property, Grantee, Joseph Leonard Tagliavia, for himself, his heirs, successors and 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 legally combined, and the combined property shall be developed and used as a parking lot to service the business at, 11203 Eight Mile Rd, Warren Michigan for at least ten years of this document. The use and occupancy of the Property is further subject to the terms of the Resolution of the Warren City Council dated March 11, 2025. If after ten years of this document, an owner wishes to change the use from a parking lot, such use must be consistent with the City of Warren Zoning Ordinances and adhere to the use restrictions in this document, including paragraphs 3, 4, 5 and 6 below.
2. The use and development of the Property shall comply with the Zoning Ordinances of the City of Warren.
3. The Property shall never be used, occupied, maintained or developed for, or to serve as a parking lot for, growth, use, sale, distribution or production of marijuana or other controlled substance, including medical marihuana. Grantor understands that the stated restrictions or activities may be otherwise legally permissible on the Property, and expressly waives the right to the exercise of such uses or activities upon the Property.
4. The Property shall never be used, occupied, maintained or developed for or to serve as a parking lot, 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 as a short-term rental for periods less than 12 months, or for prurient businesses or activities that may be offensive to or incompatible with the character of the surrounding neighborhood.
5. Grantee will provide access to the Grantor, or other entity with jurisdiction over the utility, over, under, upon and through the Expanded Property to maintain, repair, replace, construct or inspect a public utility. Grantee agrees to not encumber or encroach the utility, easement or access thereto, and will remove any obstruction or encroachment located upon the easement area or access thereto, upon advance notice.
6. 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.
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 his heirs, devisees and assigns 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 his heirs, devisees, executor, administrators, assigns and successors in interest.

9. The above covenants and restrictions shall be recorded with the Macomb County Register of Deeds, and any conveyance of the Property shall be subject to the restrictions.
10. 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.
11. 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.
12. The title and rights of Grantee or of any of his successors in title, including his heirs, devisees and assigns shall at the option of the City of Warren, revert to the City of Warren, 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.
13. 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.

WITNESSED BY:

GRANTEE:

\_\_\_\_\_  
STATE OF MICHIGAN     )  
                                  ) SS  
COUNTY OF MACOMB    )

By: \_\_\_\_\_  
Joseph Leonard Tagliavia

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by JOSEPH LEONARD TAGLIAVIA, Grantee.

\_\_\_\_\_, Notary Public  
Macomb County, Michigan  
My commission expires:  
Acting in the County of Macomb

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 \_\_\_\_\_, 2025  
by LORI M. STONE, Mayor, and SONJA BUFFA, City Clerk, on behalf of Grantor.

\_\_\_\_\_, Notary Public  
Macomb County, Michigan  
My commission expires:  
Acting in the County of Macomb

Drafted by and when recorded return to:  
Mary Michaels, Esq.  
City of Warren Attorney's Office  
One City Square, Suite 400  
Warren, MI 48093

ID 106562



PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION  
One City Square, Suite 300  
Warren, Michigan 48093-2390  
P: (586) 759-9300  
F: (586) 759-9318  
[www.cityofwarren.org](http://www.cityofwarren.org)

February 21, 2025

Ms. Mindy Moore  
City Council Secretary

**RE: CONSIDERATION AND ADOPTION OF RESOLUTION to add Certification for Paige Avenue Extension to Van Dyke Avenue; Section 27**

Paige Avenue has been extended to Van Dyke Avenue in Section 27. This street extension needs to be added to the ACT 51 map. The State requires a City Council resolution providing the legal description of the extension in accordance with the ACT 51, P.A. 1951 as amended.

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

Sincerely,

Read and Concurred:

A handwritten signature in black ink, appearing to read "Tina Gapshes", written over a horizontal line.

Tina G. Gapshes, P.E.  
City Engineer

A handwritten signature in black ink, appearing to read "David Muzzarelli", written over a horizontal line.

David Muzzarelli  
Public Service Director

Contract Form Approval:

Recommended to Council:

A handwritten signature in black ink, appearing to read "Mary Michaels", written over a horizontal line.

Mary Michaels  
Acting City Attorney

Signed by:  
A handwritten signature in black ink, appearing to read "Lori M. Stone", written over a horizontal line.

70FABF22E3214B9...  
Lori M. Stone  
Mayor

**RESOLUTION FOR STREET ADD CERTIFICATION FOR PAIGE AVENUE  
TO VAN DYKE AVENUE; SECTION 27**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on March 11, 2025 at 7 p.m. Eastern Daylight Savings Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons \_\_\_\_\_

ABSENT: Councilpersons \_\_\_\_\_

The following preamble and resolution were offered by Councilperson

\_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

On or about December 12, 2024, the City of Warren extended Paige Avenue east to Van Dyke Avenue ("Street Extension").

The City Engineer is recommending furnishing the State of Michigan with the legal description and information required for this Street Extension to be included the City of Warren Street System, for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

THEREFORE, IT IS RESOLVED, as follows:

1. The Street Extension, on Paige Avenue, being part of Section 27, Township 1 North, Range 12 East, City of Warren, Macomb County, Michigan, is legally described as follows:

Commencing at the Southwest Corner of Section 27, T.1N., R.12E., City of Warren, Macomb County, Michigan; Thence N 02°36'41.80" W, along the west line of Section 27, a distance of 273.72 feet to the intersection with the centerline of Paige Avenue;

Thence S 83°38'22.92" W, along the centerline of Paige Avenue, a distance of 69.00 feet to the Point of Beginning of this description;

Thence continuing S 83°38'22.92" W, along the centerline of Paige Avenue, a distance of 39.05 feet to the Point of Termination at a point on the centerline of Paige Avenue. Said centerline being equidistant between the north and south right-of-way lines of Paige Avenue, having a total right-of-way width of 50 feet.

2. The Street Extension is located within the City of Warren right-of-way and is under the control of the City of Warren;





**CITY ATTORNEY'S OFFICE**

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

March 5, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren

**Re: Proposed Resolution to Authorize Ballot Proposal to Renew Levy of 4.6083 Mills for Police and Fire Safety Protection Millage; and Proposed Resolution to Hold Special Election in Conjunction with State Primary Election on August 5, 2025**

Dear Council Secretary Moore:

Attached please find a proposed resolution to authorize ballot proposals to renew the supplemental police and fire protection millage and to call a special election.

Initially, the police and fire millage was approved in 2012 as a 4.9 mill tax levy to supplement the City's 20-year millage for police, fire and EMS services (.9798 mills). In 2021, the millage was renewed through the July 2026 tax levy. Due to budgetary projections, the Controller and Budget Director are recommending a ballot proposal to continue the millage for another five years, from July 2026 through the 2030 July tax levy. Based upon the rollback computation under the Headlee Amendment, the millage is estimated as an amount up to 4.6083 mills, and will annually decline.

The second resolution proposes a special election in conjunction with the State Primary on August 5, 2025. The Home Rule Cities Act, specifically MCL 117.21, allows charter amendment proposals at a regular municipal, general state or special elections. Based upon an opinion from the Michigan Attorney General, a special election may be held in conjunction with a primary election, in order to place the question on the ballot.


Please note that the millage resolution contemplates minor modifications pending Attorney General review. For example, the Attorney General has held differing positions on whether the renewal amount should be the original mills (in this case 4.9 mills) or the actual millage as reduced by the Headlee rollback, or has had varied perspectives on the verbiage in the charter language. The proposed resolution would enable small changes to be incorporated into the final resolution, so long as material changes are returned for Council approval.

Respectfully,  
  
Mary Michaels  
Acting City Attorney

cc: Sonja Buffa, City Clerk  
Eric Hawkins, Police Commissioner  
Wilburt McAdams, Fire Commissioner  
F. Scott Miller, City Assessor

Approved:

  
Richard Fox, Controller

  
Kristina Battle, Budget Director

Signed by:

  
Lori M. Stone

76FABF22E3214B0

Lori M. Stone, Mayor

**RESOLUTION TO AUTHORIZE BALLOT PROPOSAL  
TO RENEW POLICE AND FIRE SAFETY PROTECTION MILLAGE**

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on March 11, 2025, at 7 p.m. Eastern Daylight Savings Time, .

PRESENT: Councilmembers \_\_\_\_\_

\_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_:

The residents of the City of Warren deserve dependable police protection and fire safety operations that are sufficiently equipped and staffed.

At a special election held on August 3, 2021, the electors of the City of Warren approved a ballot proposal to levy an additional 4.7487 mills for the preservation of the City's police and fire protection safety operations. This renewed the 4.9 mills initially authorized in 2016, in the reduced amount based upon the Headlee Amendment rollback computation.

The City Controller and Budget Director are recommending renewal of the millage for an additional five years to provide the funding to sustain police and fire services at an optimal level.

Based upon the Headlee Amendment, the millage in July 2026 will be in a reduced amount up to 4.6083 mills.

THEREFORE, IT IS RESOLVED, that in accordance with Act No. 279 of the Public Acts of Michigan, 1909, as amended, Section 9.1 of the Charter of the City of Warren, which reads as follows:



"The city shall have the power to assess taxes and to lay and collect rents, tolls and excises. The annual general ad valorem tax levy for municipal purposes shall not exceed nine-tenths of one percent\*\* of the assessed value of all real and personal property in the city: Provided that in addition to the foregoing, the city shall have the power to levy three-tenths of one mill\*\* of the assessed valuation as equalized, of all property in the city for the purpose of additional fire department life support units: Provided further that in addition to the foregoing, the city shall have the power to levy .9798\* of one mill each year for police protection for a period of twenty (20) years (authorized on August 4, 1998); Provided further that in addition to the foregoing, the city shall have the power to levy .9798\* of one mill each year for fire and emergency medical rescue services for a period of twenty (20) years (authorized on August 4, 1998): Provided further that in addition to the foregoing, the city shall have the power to continue to levy .9676 mills\*\* each year for police protection for twenty (20) years, following expiration of the .9798\*\* tax levy authorized on August 4, 1998 and continuing through the December 2038 tax levy. Provided further that in addition to the foregoing, the city shall have the power to continue to levy .9676\*\* each year for fire and emergency medical services for twenty (20) years, following expiration of the tax levy of the .9798 mills authorized on August 4, 1998, and continuing through the December 2038 tax levy. Provided further that in addition to the foregoing, the city shall have the power to levy one mill\*\* for Parks and Recreation and Forestry effective August 4, 1992: Provided further that in addition to the foregoing, the City shall have the power to levy an additional 2.1 mills\*\* for the repair and replacement of local streets and roadways for a period of five (5) years (authorized on November 2011): and beginning with the December 2016 tax levy and continuing through the December 2020 tax levy. Provided further that the city shall be have the power to continue to levy an additional 2.1 mills\*\* for local street and roadways, which may include local paved areas, for an additional five (5) years, beginning with the tax levy in December 2021 and continuing through the July 2025 tax year; Provided further that the city shall be have the power to continue to levy up to an additional 1.9842 mills\*\* for the repair and replacement of local streets and roadways for an additional twenty (20) years, beginning with the tax levy in July 2026 and continuing through the July 2046 tax year. Provided further that in addition to the foregoing, the city shall have the power to levy an additional 4.9 mills\*\* each year for police protection and fire safety protection for a period of five (5) years, effective August 7, 2012. Provided further that in addition to the foregoing, the city shall have the power to continue to levy an additional 4.9\* mills each year for police and fire safety protection for five (5) years, after the expiration of the tax levy of the additional 4.9 mills authorized on August 2, 2016, and continuing through the December 2021 tax levy. Provided further that the City shall have the power to continue to levy an additional 4.9 mills\*\* each year to police and fire safety protection for five (5) years, beginning with the July 2022 tax levy and ending though the July 2026 tax levy.

(\*\* actual amounts are lower based upon Headlee Amendment reductions).

Shall read as follows, subject to approval of the electorate of the City of Warren:

"The city shall have the power to assess taxes and to lay and collect rents, tolls and excises. The annual general ad valorem tax levy for municipal purposes shall not exceed nine-tenths of one percent of the assessed value of all real and personal property in the city: Provided that in addition to the foregoing, the city shall have the

power to levy three-tenths of one mill of the assessed valuation as equalized, of all property in the city for the purpose of additional fire department life support units: Provided further that in addition to the foregoing, the city shall have the power to levy .9798\*\* of one mill each year for police protection for a period of twenty (20) years (authorized on August 4, 1998); Provided further that in addition to the foregoing, the city shall have the power to levy .9798\*\* of one mill each year for fire and emergency medical rescue services for a period of twenty (20) years: Effective August 7, 2018, the city shall have the power to continue to levy up to .9676\*\* mills for police protection and .9676 mills\*\* for fire department and emergency medical services; Provided further that in addition to the foregoing, the city shall have the power to levy up to one mill\*\* for Parks and Recreation and Forestry effective August 4, 1992: Provided further that in addition to the foregoing, the city shall have the power to levy up to an additional 2.1 mills for the repair and replacement of local streets and roadways for a period of five (5) years (authorized on November 2011); Provided further that in addition to the foregoing, the City shall have the power to continue to levy 2.1 mills\*\* for the repair and replacement of local streets and roadways for an additional five (5) years, upon expiration of the tax levy of 2.1 mills for local streets and roads authorized on November 2011; Provided further that the city shall have the power to continue the levy up to 2.1 mills\*\* for local streets and road, including local pavement projects, for an additional five (5) years, beginning December 2021 tax levy\*\*\*; Provided further that in addition to the foregoing, the city shall have the power to levy an additional 4.9 mills each year for police protection and fire safety protection for a period of five (5) years, effective August 7, 2012. Provided further that in addition to the foregoing, the city shall have the power to continue to levy an additional 4.9\*\* mills each year for police and fire safety protection for five (5) years following the levy authorized on August 2, 2016; Provided further that the city shall have the power to continue to levy up to 4.9 additional mills \*\* each year for police and fire safety protection for five (5) years, commencing with the July 2022 tax levy.\*\*\*\*" Provided further that the city shall have the power to continue to levy up to 4.9 additional mills \*\* each year for police and fire safety protection for five (5) years, commencing with the July 2026 tax levy.\*\*\*\*"

(\*\* actual amounts are lower based upon Headlee reduction  
 (\*\*\*)subject to voter approval to renew the millage on August 5, 2025)

IT IS FURTHER RESOLVED, that the purposes of such proposed Charter

Amendment shall be designated on the ballot to be submitted to the electorate as follows:

**City of Warren Charter Amendment  
Millage Renewal Proposal for  
Police and Fire Safety Protection**

Shall section 9.1 of the Warren City Charter be amended to continue the annual levy of up to 4.6083 mills on taxable value of property located in the city for five (5) years, to sustain police and fire safety protection? If renewed this millage would renew the police and fire safety protection millage levy expiring after the 2025 levy, beginning with the July 2026 levy and continuing through the 2030 levy. This millage will raise in the first year of such levy estimated revenues of \$ 21,289,998. Shall the additional local police and fire safety protection millage be approved?

Yes \_\_\_\_\_

No \_\_\_\_\_

IT IS FURTHER RESOLVED, that this resolution shall be severable, and if any provision or part of this resolution is found to be invalid or unlawful by the Attorney General, Governor, or by any court of competent jurisdiction, or by other operation of law, the remaining provisions or parts of the resolution shall be unaffected, and shall remain in full force and effect.

IT IS FURTHER RESOLVED, that the City Attorney shall submit this resolution to the Governor and Attorney General for review and approval.

IT IS FURTHER RESOLVED, that the proposed charter amendment shall be submitted to the qualified electors of the City at a Special Election to be held in the City of Warren, the 5th day of August, 2025 and the City Clerk is directed to give notice of the election in the manner prescribed by law, and to perform all tasks and provide all supplies necessary to submit such charter amendment to the vote of the electors as required by law.

IT IS FURTHER RESOLVED, that minor corrections to the ballot proposal or this resolution as required by the Attorney General, may be incorporated into an amended resolution, and distributed to Council, provided that revisions that are material in nature shall be re-submitted for approval of Council.

AYES: Councilmembers \_\_\_\_\_

NAYS: Councilmembers \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this 11<sup>th</sup> day of March, 2025 by a three-fifths vote of its membership pursuant to the authority granted by Act 279 of the Public Acts of 1909, as amended.

\_\_\_\_\_  
MINDY MOORE  
Secretary to 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 on March 11, 2025.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk

**RESOLUTION TO AUTHORIZE SPECIAL ELECTION ON AUGUST 5, 2025**

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on March 11, 2025 at 7 p.m. Eastern \_\_\_\_\_ Time, in Conference Room A of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers \_\_\_\_\_

\_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_:

The City seeks to submit a ballot proposal at the State Primary Election to be held on August 5, 2025 to amend City Charter section 9.1 to renew the additional police and fire safety protection millage.

Based upon the Home Rule Cities Act, MCL 117.1, et seq., specifically, section MCL 117.21, charter amendment proposals are to be submitted to the electorate at a regular municipal election, general state election, or at a special election, held not less than 60 days after the proposal of the amendment.

The Attorney General's Office has maintained a longstanding position that if an election is designated as a primary election, a special election should be called in conjunction with the primary election in order to submit charter amendment proposals to the electorate.

THEREFORE, IT IS RESOLVED, that pursuant to Section 13.19 of the Warren City Charter, the City of Warren is authorized to conduct a Special Election in conjunction with the State Primary Election on August 5, 2025 for the purpose of submitting to the electorate the ballot proposal authorized by Resolution dated March

11, 2025, to amend Section 9.1 of the City Charter to Renew the Levy of up to  
for additional police and fire safety protection.

IT IS FURTHER RESOLVED, that this resolution shall be severable, and if any provision or part of this resolution is found to be invalid or unlawful by any court of competent jurisdiction, or by other operation of law, the remaining provisions or parts of the resolution shall be unaffected, and shall remain in full force and effect.

IT IS FURTHER RESOLVED, that the proposed charter amendments shall be submitted to the qualified electors of the City at a Special Election to be held in the City of Warren, in conjunction with the State Primary Election on the 5th day of August, 2025 and the City Clerk is directed to give notice of the election and notice of registration in the manner prescribed by law.

AYES: Councilmembers \_\_\_\_\_

**NAYS:** Councilmembers \_\_\_\_\_

**MINDY MOORE**  
Secretary to 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 on March 11, 2025.

SONJA BUFFA  
City Clerk

DATE: March 5, 2025

Lori M. Stone, Mayor  
City of Warren

Re: Request for Advisory Committee for DDA/City Buildings

**Recommendation of Advisory Committee**

Dear Mayor Stone,

I am forwarding for your approval and appointment, my recommendation of the Advisory Committee to address the uses of various DDA/City owned buildings: 8777 Common Rd, 29901 Civic Center, 6020 Chicago Rd, Fire Station #1, and Fire Station #5. The committee should include:

Lori M. Stone, Mayor or her designee  
David Muzzarelli, Public Service Director or his designee  
Tom Bommarito, DDA Director or his designee  
Anthony Casasanta, Director of Parks and Recreation or his designee  
Mary Michaels, Acting City Attorney or her designee  
Richard Fox, City Controller or his designee  
Kirk Rehn, Acting Building Director or his designee  
Ronald Wuerth, Planning Director or his designee  
A designee from Community Economic Development  
Two (2) DDA Members  
A representative from Warren City Council

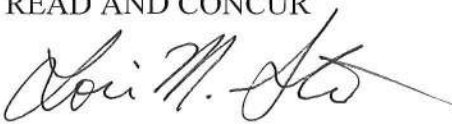
Please forward your selected council representative to the relevant parties.

Respectfully submitted,



Tom Bommarito  
Economic Development Coordinator

READ AND CONCUR



Lori M. Stone, Mayor



**CITY CONTROLLER'S OFFICE**

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

DATE: March 3, 2025

Lori M. Stone, Mayor  
City of Warren

RE: Request for Proposals: Bond Counsel

**Recommendation of Review Panel**

Dear Mayor Stone:

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

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

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

Respectfully Submitted,

Richard Fox  
City Controller

READ AND CONCUR:

Lori M. Stone  
Mayor





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: FEBRUARY 19, 2025

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: STA-W-1465; RECOMMENDATION TO AWARD THE PURCHASE OF ONE (1) ENVIROSIGHT ROVVER CAMERA AND ONE (1) ENVIROSIGHT CRAWLER BODY, UTILIZING THE STATE OF MICHIGAN CONTRACT #240000000166.

The Purchasing Division concurs with the Water Division Deputy Superintendent and recommends the purchase of one (1) Envirosight Rovver Camera and one (1) Envirosight Crawler Body from MacQueen, 78 Northpoint Dr., Lake Orion, MI 48359, an authorized dealer of Envirosight, in the total amount of \$58,930.00.

The Water Division is recommending the purchase of one (1) Envirosight Rovver X RCX90 Camera Head Pan and Tilt Camera 120x Zoom Lens Auto Shutter, Auto/Manual Focus (in the amount of \$32,200.00) and one (1) Envirosight RX130 Crawler Body 6 Wheel Steerable Drive Color Rear View Backup Camera (in the amount of \$26,730.00), for a total amount of \$58,930.00, from MacQueen, utilizing the State of Michigan contract #240000000166 (see attached).

MacQueen is an authorized dealer of Envirosight products. The remit to address for MaQueen is 1125 7<sup>th</sup> Street E., St. Paul, MN 55106.

If approved by your honorable body, the new camera equipment will be an addition to the Division's existing equipment and serve as a backup when necessary repairs are needed.

Funds are available in the Water and Sewer System Budget Account: 592-9047-98040.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		3/3/2025
Controller:		3/3/2025
MAYOR:		3/4/2025



## STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management, and Budget

320 South Walnut, Lansing, Michigan 48933

P.O. Box 30026 Lansing, Michigan 48909

### NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **240000000166**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	MacQueen Equipment, LLC dba Bell Equipment Co.
	78 Northpointe Drive
	Lake Orion, MI 48359
	Dan Bell
	(248) 370-0000
	dbell@bellequip.com
	VS0196152

STATE	Scott Poyer	MDOT
	(517) 284-6448	
	Poyers@michigan.gov	
	Yvon Dufour	DTMB
	(517) 249-0455	
	dufoury@michigan.gov	

#### CONTRACT SUMMARY

**DESCRIPTION:** Purchase, rental, parts, and maintenance & repair for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2024	January 16, 2029	5, one year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B. Destination			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #230000002854. Orders for delivery will be issued directly by the Department in accordance to Schedule A, section 9.1 Authorizing Document.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$3,000,000.00



2025

Derek Richter  
City of Warren Water and Sewer

QUOTE  
MIDEAL PRICING FROM CONTRACT #240000000166

- |   |                     |
|---|---------------------|
| (1) Rover X RCX90 CAMERA HEAD<br>PAN AND TILT CAMERA<br>120x ZOOM LENS<br>AUTO SHUTTER, AUTO/MANUAL FOCUS | LIST PRICE \$32,200 |
|   |                     |
| (1) RX130 CRAWLER BODY<br>6 WHEEL STEERABLE DRIVE<br>COLOR REAR VIEW BACK UP CAMERA                       | LIST PRICE \$26,730 |

Thank you,

Dan Bell  
MacQueen Equipment Co.  
248-227-4018  
[Dan.bell@macqueengroup.com](mailto:Dan.bell@macqueengroup.com)



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**Water Division**  
**12821 Stephens Road**  
**Warren, MI 48089**  
**(586) 759-9200**

**David Koss**  
**Superintendent**

February 18, 2025

Craig Treppa, Purchasing Agent  
Purchasing Division of the City of Warren

RE: Purchase one (1) new Rovver X RCX90 camera head pan and tilt camera 120x zoom lens auto shutter, auto/manual focus and one (1) RX130) crawler body six (6) wheel steerable drive color rear view backup camera.

Dear Mr. Treppa:

The Water Division is recommending to purchase from MacQueen Equipment one (1) new Rovver X RCX90 Camera Head Pan and Tilt Camera 120x Zoom Lens Auto Shutter, Auto/Manual Focus for \$32,200.00 and one (1) RX130) Crawler Body six (6) Wheel Steerable Drive Color Rear View Backup Camera for \$26,730.00 with a total of \$58,930.00.

The proposed camera equipment will be purchased through MIDEAL Contract #240000000166 from MacQueen Equipment, 78 Northpoint Dr, Lake Orion, Mi 48359.

The new camera equipment will be an addition to our existing equipment we already have, and will serve as a backup to when we need to send it in for repairs. Sufficient funding is available under the Fiscal Year 2025 Water & Sewer System Budget under account number 592-1540-80100.

I will be available for City Council for any questions they may have in regarding this request. You can reach me at the office at 586.759.9234 or my cell at 586.601.5450.

Sincerely,

Derek Richter, Deputy Superintendent  
City of Warren Water Division

# ROVVER X

AGILE, INTELLIGENT  
SEWER INSPECTION  
SYSTEM

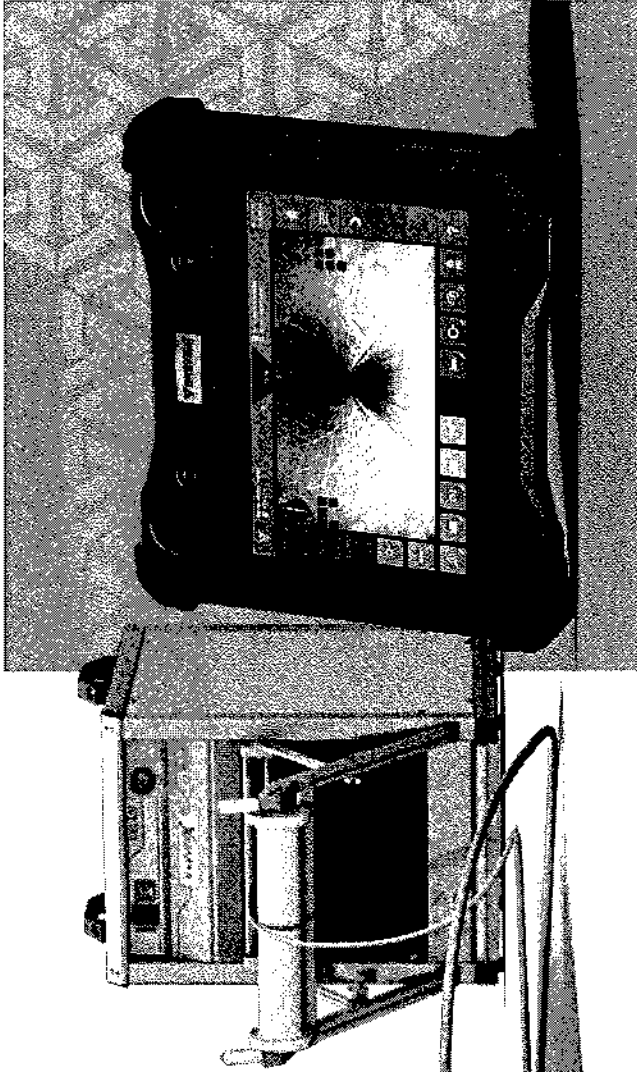
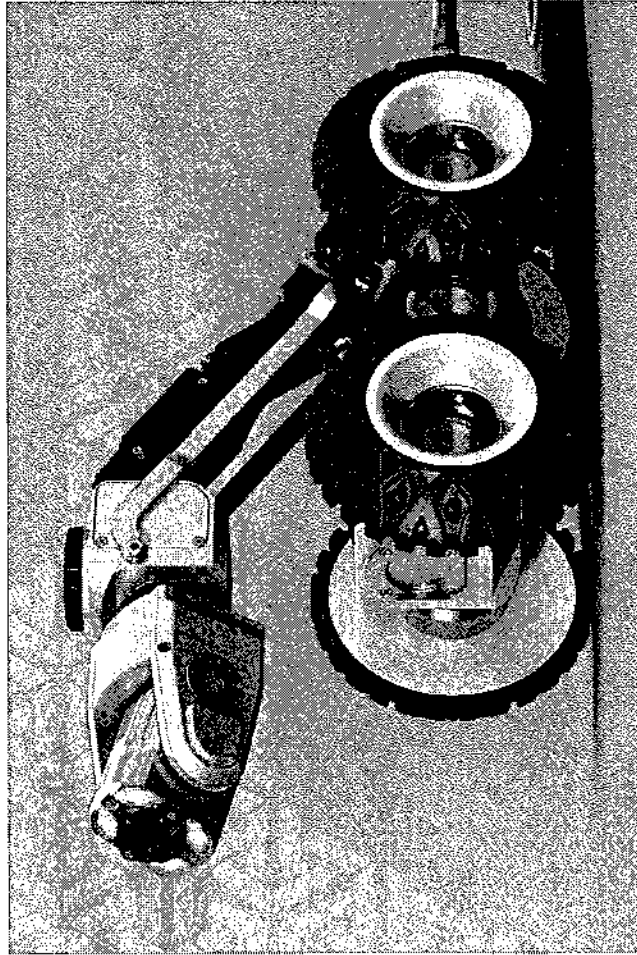
ENVIROSIGHT

 **ENVIROSIGHT**



# GAIN DEEPER INSIGHT

When you open a manhole, be ready to get the full picture.



With unmatched power and agility, ROVVER X delivers the insight you need to make critical maintenance decisions. It offers industry-leading productivity with a simple interface, advanced capabilities and support for digital workflows.



## SIMPLE

Cut out complexity for your crew with technology that's easy to learn and use, a responsive support team, and a regional service network that delivers rapid turnaround



## RELIABLE

Stay on schedule and within budget with ROVVER X's industry-low downtime and cost-of-ownership. Not only is it built to endure punishment, its intuitive design lets you perform routine maintenance right in the field.



## ADAPTABLE

Tackle any inspection challenge. ROVVER X accessories and wheels swap in seconds to fit any pipe size, material and condition. And when the job calls for specialized capabilities, easily add lateral launch, laser profiling, side scanning and more.



## AGILE

Power past obstacles that sideline other crawlers. With steerable six-wheel drive, ROVVER X avoids obstructions and climbs over debris and offsets. An array of onboard sensors helps you avoid hazards.



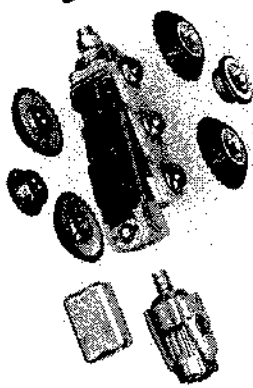
## SMART

Access every capability from a single interface—operate the crawler, record video, overlay text, log observations, measure defects and create reports. Inspection data streams securely to the cloud, and the system auto-updates to the latest features.

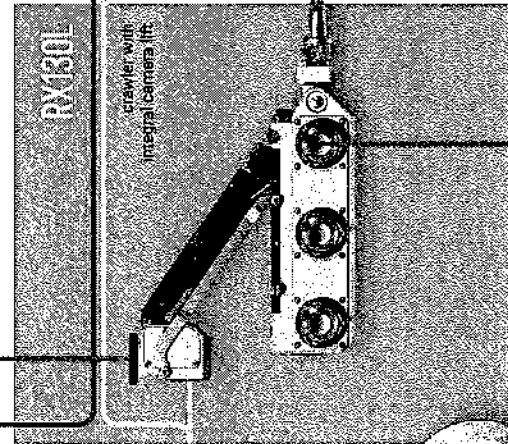


# ADAPTABLE

ROVVER X is the only crawler system that lets you change wheels and accessories rapidly without tools. Achieve new levels of productivity, and confidently handle any combination of pipe size, material and condition.

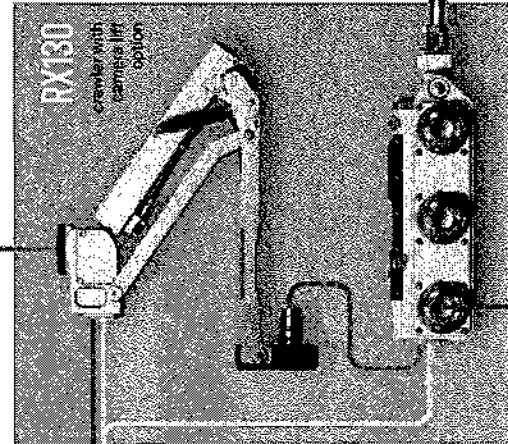


high-powered  
aux. lamp



RX130L

crawler with  
integral camera lift



RX130

crawler with  
camera lift  
option



pan/tilt/zoom  
HD camera

10-18"

8"

6"

PVC

grease

general purpose

15-36"

30" and up

24-36"



Scan to see ROVVER X's quick-change capabilities in action.



## SMART

Simple to learn yet powerfully capable, ROVER X's touchscreen controls support your entire inspection workflow. And with built-in Wi-Fi, you can share inspections online and keep your ROVER X system updated with the latest features.

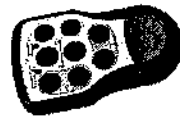
## FLEXSPECTION

Sometimes you need maximum detail, sometimes you need maximum file size—and sometimes you need a compromise. With Flexspec, the choice is yours.

SD HD 720P HD 1080P

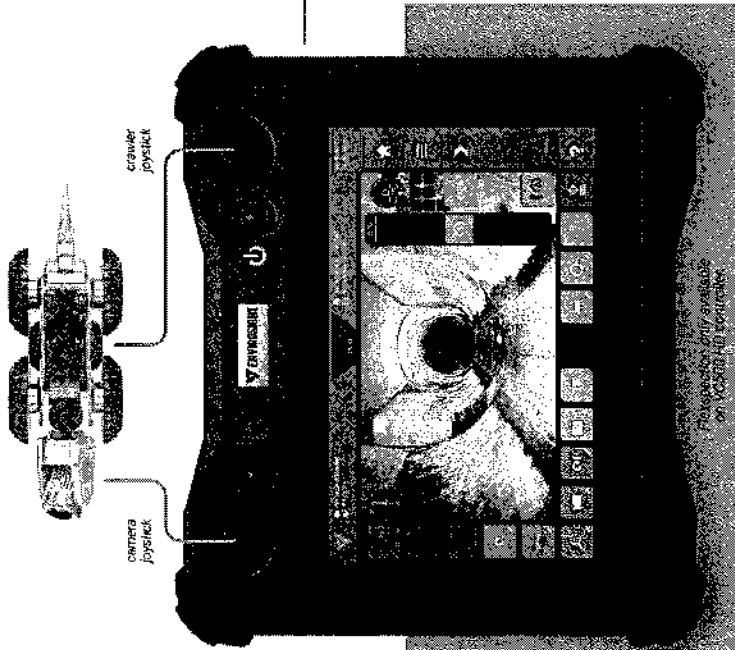
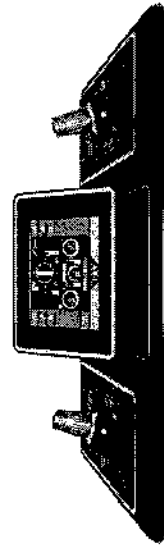
## NEED LESS?

This remote control puts all major crawler and reel functions in the palm of your hand, and it comes standard with every ROVER X system.



## NEED EVEN MORE?

For maximum productivity, this optional desktop command center offers precision control, full QWERTY keyboard, and ergonomic comfort.



## OPERATE

Control every ROVER X function using twin multi-function joysticks, intuitive touchscreen controls and real-time feedback. Onscreen notifications help warn against operating hazards.

## OVERLAY TEXT

With drag-and-drop simplicity, create an overlay that has static text, live data, observation details and your logo. Customize text position, color and background to your preference.

## MEASURE DEFECTS

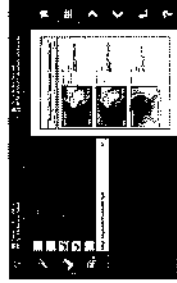
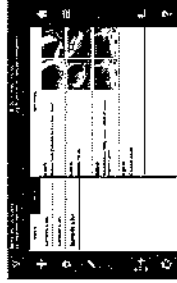
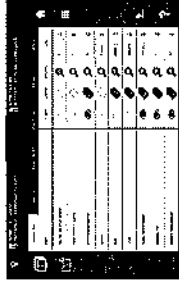
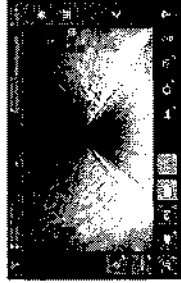
Powerful measurement tools let you size up cracks, water level, pipe diameter, wall features, bend angles, inclination and much more.

## ENTER OBSERVATIONS

Create an inspection, then log observations with help from onboard defect catalogs including PACP and WRCP.

## CREATE REPORTS

Generate PDF reports from completed inspections, then deliver them via USB drive.



## CONNECTED

Wirelessly upload your inspections directly to WinCan Web, the cloud platform for sewer inspection data. Review, edit, analyze and map inspection data online, and securely share results with your entire team.

**WinCan Web**

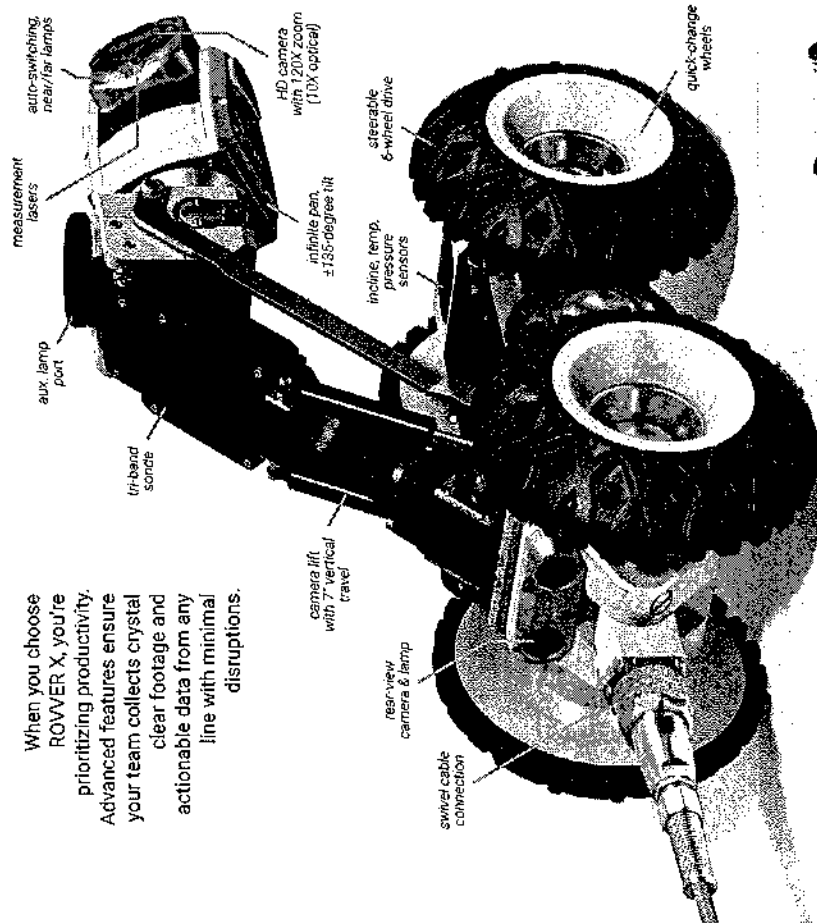
Scan to set up your free WinCan Web trial account.





# CAPABLE

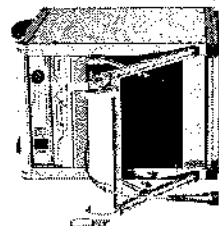
When you choose ROVVER X, you're prioritizing productivity. Advanced features ensure your team collects crystal clear footage and actionable data from any line with minimal disruptions.



The rugged ROVVER X cable boasts a 1000-lb break strength. And with just 6 conductors, it's easy to field-terminate.

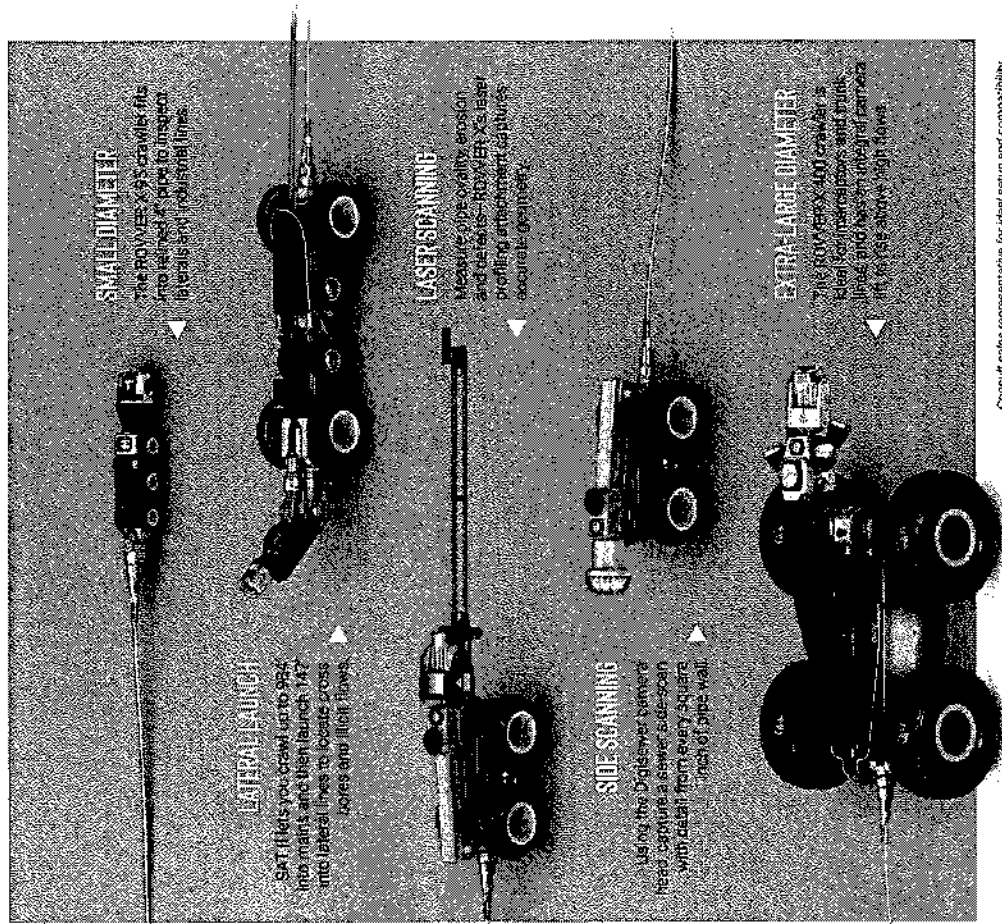


Available in 98' and 1640' versions, the ROVVER X reel automatically feeds cable so the crawler doesn't have to pull it off the reel. This extends travel range and reduces crawler wear-and-tear.



# SCALABLE

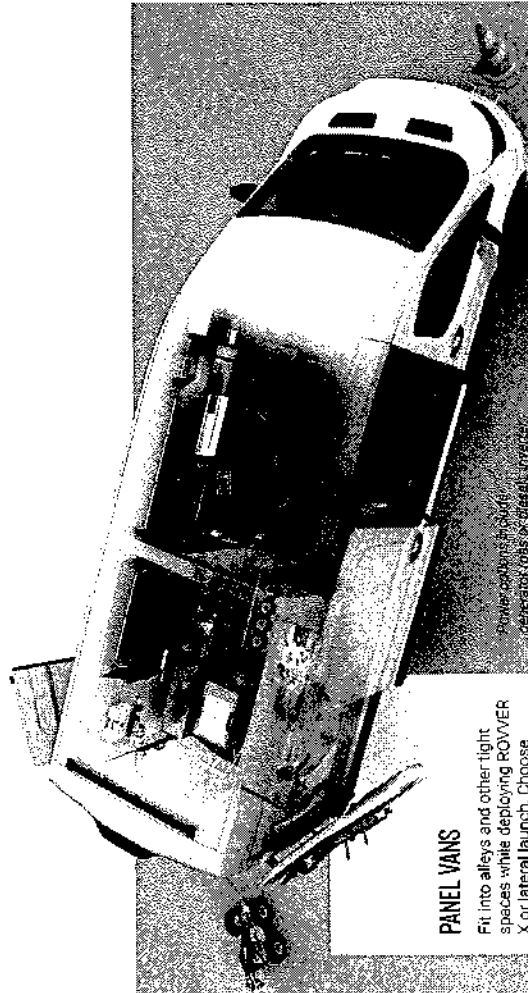
Once you own the ROVVER X platform, the sky is the limit. Specialty crawlers and attachments give you plug-and-play capability, so you can meet any inspection challenge.



Consult sales representative for ideal setup and compatibility.

## MOBILE

Stay safe, productive and comfortable while deploying your ROVVER X in the field. EnviroSight-built vehicles protect your crew and offer full amenities—ensuring your equipment, tools, and safety gear are within easy reach.



### PANEL VANS

Fit into alleys and other tight spaces while deploying ROVVER X or lateral launch. Choose among Sprinter, Transit and ProMaster options, with power from an inverter or vehicle PTO.

Power options include generator, gas or diesel, inverter with battery or engine PTO.

### BOX TRUCKS

Get maximum elbow room, plus extra capacity for lateral launch systems, generator power sources and cranes.

### TRAILERS

Gain flexibility when inspection is part time or when inspection equipment must be shared between crews.

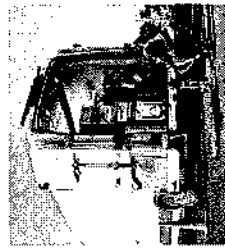
### ENCLOSURES

Deploy an EnviroSight Outpost when you need access to easements and other remote worksites using a pickup or ATV.



## TRUSTED

Standing behind ROVVER X is a team with decades of experience helping sewer professionals succeed. We've built the industry's largest network of regional support and service locations—so wherever the job takes you, help is never far.



Don't take our word for it. Some of the largest cities and contractors trust ROVVER X. Scan to read their stories.



### LOCAL PRESENCE

Success in our industry is a ground game. That's why we have systems, parts inventory and capabilities strategically deployed nationwide, ready for you on demand.

### TRAINING

Your operators will be productive out of the gate with on-site training from certified ROVVER X instructors. Not only do we cover equipment care, operation and safety, we're available to provide PACP training, too. Need virtual training? We deliver it on demand from a fully equipped studio.

### WARRANTY

ROVVER X is backed by one of the industry's most comprehensive warranties. Optional maintenance plans and extended warranties offer further cost predictability. And with more than 25 factory-certified service centers across North America, we're never far when you need help.

### TURNAROUND

Gain access to our comprehensive online parts portal, where in-stock orders placed before 3:00 pm ship the same day, with next-day delivery available. And when unique challenges require unique capabilities, know that rental gear is available from 23 locations across the continent.

**5000+**  
crawler systems  
worldwide

**46**  
locations in  
North America

**4%**  
average yearly  
cost of ownership  
compared to purchase price

**4000+**  
average distance  
inspected per day  
per crew

## SPECIFICATIONS

### system

ratings . . . . . CE, NRTL  
power . . . . . 120-240 Vac, 60 Hz  
viewing capability . . . . . pipelines 4–96" dia.  
operating temp . . . . . 32 to 104°F  
storage temp . . . . . -4 to 158°F

### camera (RCX90 HD)

sensitivity . . . . . 0.05 lux  
resolution . . . . . 1920 × 1080 pixels  
zoom lens . . . . . 120× (10× optical, 12× digital)  
pressure rating . . . . . 1 bar  
protection class . . . . . IP68  
features . . . . . auto shutter, auto/manual focus  
illumination . . . . . dimmable LED, dual mode  
articulation . . . . . ±135 deg tilt; infinite pan  
measurement . . . . . twin laser diodes spaced 1.97"  
sensing . . . . . temperature, pressure, pan/tilt  
size . . . . . 6.6"×3.2"×2.8" (168×81×72 mm)  
weight . . . . . 3.3 lb (1.5 kg)  
materials . . . . . aluminum, stainless steel

### crawler (RX130 HD, RX130L HD)

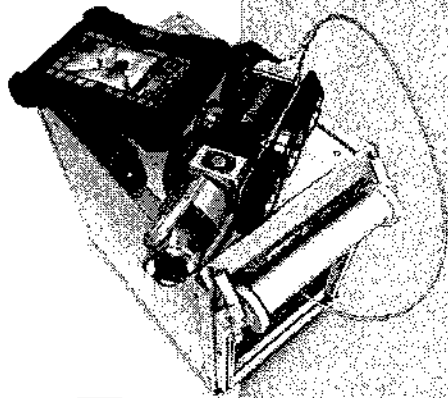
drivetrain . . . . . steerable 6-wheel drive  
turn radius . . . . . down to 0.0"  
camera . . . . . color rear-view with tri-LED lamp  
sensors . . . . . pitch, roll, temperature, pressure  
pressure rating . . . . . 1 bar  
protection class . . . . . IP68  
size (130) . . . . . 12.2"×4.3"×3.5" (310×110×90 mm)  
size (130L) . . . . . 15.1"×5.0"×4.6" (384×126×117 mm)  
weight (130) . . . . . 13.2 lb (6 kg)  
weight (130L) . . . . . 17.6 lb (8 kg)  
lift range (130L) . . . . . 7.1" (180 mm)  
materials . . . . . aluminum, stainless steel  
sonde transmitter . . . . . 33kHz/512Hz/640Hz

### control pendant (VC500 HD)

controls . . . . . joysticks, touchscreen, power, stop  
touchscreen . . . . . 10.1" color TFT, multi-touch,  
1280×800 px, 1280 cd/m², 150-deg view angle  
video capture . . . . . MPEG-4 AVC (H.266)  
image capture . . . . . JPEG or PNG  
internal storage . . . . . 128 GB  
connectivity . . . . . LAN, USB 2, USB 3, Wi-Fi, HDMI  
protection class . . . . . IP55  
size . . . . . 11.8"×10.5"×2.8" (300×267×71 mm)  
weight . . . . . 4 lb (1.81 kg)  
housing . . . . . plastic (ABS, PC), IP55-rated

### auxiliary lamp (RAL200 HD, optional)

forward illumination . . . . . twin tri-LED lamps  
camera . . . . . color rear-view with tri-LED lamp  
sonde transmitter . . . . . 33 kHz / 512 Hz  
protection class . . . . . IP68  
dims . . . . . 2.8"×1.3"×4.0" (72×33×102 mm)  
weight . . . . . 1.3 lb (0.6 kg)  
materials . . . . . aluminum, stainless steel



explosion-proof  
models available

## TYPICAL SYSTEM

RX130 HD crawler body  
RCX90 HD camera head  
RAX300 HD reel with 984' cable  
VC500 HD control pendant  
RAL200 HD auxiliary lamp  
handheld wireless remote  
segment of wheel  
transport case(s)  
tools

### cable reel (RAX300 HD)

cable length . . . . . 984' (300 m)  
cable diameter . . . . . ¼" (6.5 mm)  
cable weight . . . . . 0.03 lb/ft  
cable strength . . . . . 1000 lb  
cable conductors . . . . . 6  
controls (local) . . . . . power, emergency stop  
controls (via pendant) . . . . . auto/manual, speed,  
forward/reverse, pull strength  
sensors . . . . . tension, tilt  
size . . . . . 24.6"×14.5"×22.6" (625×368×575 mm)  
protection class . . . . . IP44  
weight . . . . . 123.4 lb (56 kg)  
connections . . . . . pendant, service, video in/out

### camera lift (optional)

lift range . . . . . 7.1" (180 mm)  
materials . . . . . aluminum, stainless steel

### carriage (optional)

wheelbase (w/w) . . . . . 14.5"/12.2" (368/310 mm)  
weight . . . . . 34.2 lb (15.5 kg)  
materials . . . . . aluminum, stainless steel



Request a FREE  
On-site Demo



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Specifications subject to change without notice.

The ROVVER X, Flexspec and Envirosight names and logos are trademarks of Envirosight.

Patents and patents pending.

www.envirosight.com • (866) 936.8476

**RESOLUTION**

Document No: STA-W-1465

Product or Service: ONE (1) ENVIROSIGHT ROVVER CAMERA AND ONE (1)  
ENVIROSIGHT CRAWLER BODY

Requesting Department: Water Division

At a Regular Meeting of the City Council of the City of Warren, County of  
Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, in the  
Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren,  
Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember  
\_\_\_\_\_ and supported by Councilmember\_\_\_\_\_.

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

Upon performing a diligent inquiry, the Water Division Deputy Superintendent  
has determined that is it necessary in the interest of the Water Division and the City, to  
acquire one (1) EnviroSight Rovver X RCX90 Camera Head Pan and Tilt Camera (in the  
amount of \$32,200.00) and one (1) EnviroSight RX130 Crawler Body (in the amount of  
\$26,730.00) from MacQueen, 78 Northpoint Dr., Lake Orion, MI 48359, an authorized

dealer for Envirosight, in the total amount of \$58,930.00, utilizing the State of Michigan contract #240000000166 pursuant to cooperative purchasing.

The remit to for MacQueen is 1125 7<sup>th</sup> Street E., St. Paul, MN 55106.

Funds are available in account number: 592-9047-98040.

IT IS RESOLVED, that the cooperative purchase through MacQueen, in the amount of 58,930.00 is hereby accepted by City Council.

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

- ☒ 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Sonja Buffa  
City Clerk



OFFICE OF THE CITY CLERK  
CITY OF WARREN, 2001 3RD  
WARREN, MI 48090-4700  
(313) 574-4100  
FAX (313) 574-4100  
www.cityofwarren.org

February 26, 2025

TO: Lori M. Stone, Mayor

FROM: Ronald F. Wuerth, Planning Director

RE: SUBDIVISION LOT SPLIT AND COMBINATION REQUEST; located on the northeast corner of Cadillac Avenue and Mac Arthur Boulevard; Three (3) parcels (Lot 2111, 13-34-132-006; Lot 2112, 13-34-132-005; Lot 2113, 13-34-132-004) to be combined and split into two (2) parcels; Section 34; 22708-22716-22728 Mac Arthur Boulevard; City of Warren (Tom Bommarito); PSLS240001.

At a public hearing on November 18, 2024, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the subdivision lot split and combination request.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, and property survey in connection with this matter.

Should you and/or your staff wish to discuss the details of this project or to go over any of the items in this packet, myself and the Planning staff are available for assistance.

Sincerely,

Ronald F. Wuerth, AICP  
Planning Director

RFW/mzm

Attachments





February 26, 2025

TO: Mindy Moore, Secretary  
Warren City Council

FROM: Mayor, Planning Commission, and Planning Director

RE: SUBDIVISION LOT SPLIT AND COMBINATION REQUEST; located on the northeast corner of Cadillac Avenue and Mac Arthur Boulevard; Three (3) parcels (Lot 2111, 13-34-132-006; Lot 2112, 13-34-132-005; Lot 2113, 13-34-132-004) to be combined and split into two (2) parcels; Section 34; 22708-22716-22728 Mac Arthur Boulevard; City of Warren (Tom Bommarito); PSLS240001.

At a public hearing on November 18, 2024, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the subdivision lot split and combination request.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, and plans in connection with this matter.

Please schedule this matter for formal action by the City Council. If you have any questions or need additional information, please contact the Planning Director, Ronald Wuerth.

Thank you for your cooperation in this matter.

Respectfully submitted,

Read and Concur:

Mahmuda Mouri  
Commission Secretary

MM/mzm

Attachments

Mayor



**RESOLUTION FOR SUBDIVISION LOT SPLIT AND COMBINATION**  
**22708-22716-22728 MAC ARTHUR BLVD.**  
**(PSLS240001)**

A regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on \_\_\_\_\_, 2025, at 7:00 p.m. Eastern Daylight Savings Time in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden Avenue, Warren, Michigan 48092.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

The following preamble and resolution was offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_:

WHEREAS, Tom Bommarito, petitioner for the property located on the northeast corner of Cadillac Ave. and Mac Arthur Blvd., has petitioned the Planning Commission of the City of Warren requesting to split Lot 2112 (22716 Mac Arthur Blvd.) and then combine the North 13 ft. with Lot 2113 (22728 Mac Arthur Blvd.) and the South 23 ft. with Lot 2111 (22708 Mac Arthur Blvd.) of Piper's Van Dyke Subdivision No. 8; located on the northeast corner of

Cadillac Ave. and Mac Arthur Blvd., approximately 638 ft. south of Nine Mile Rd. The purpose of the lot split is to split Lot 2112 and then combine the split lot with the two (2) adjacent lots in order for the CDBG (Community Development Block Grant) to construct two (2) new homes on the two (2) resultant lots. The City of Warren owns all the properties. The existing home on Lot 2112 will be demolished.

The parcels are currently described as:

- a) Parcel "A": Lot 2111 of Piper's Van Dyke Subdivision No. 8 of part of the NW 1/4 of Section 34, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, as recorded in Liber 6 of Plats, on Page 82, Macomb County Records. Containing 4,070 square feet or 0.09 acres. Address: 22708 Mac Arthur Blvd. PIN: 13-34-132-006.
- b) Parcel "B": Lot 2112 of Piper's Van Dyke Subdivision No. 8 of part of the NW 1/4 of Section 34, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, as recorded in Liber 6 of Plats, on Page 82, Macomb County Records. Containing 3,960 square feet or 0.09 acres. Address: 22716 Mac Arthur Blvd. PIN: 13-34-132-005.
- c) Parcel "C": Lot 2113 of Piper's Van Dyke Subdivision No. 8 of part of the NW 1/4 of Section 34, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, as recorded in Liber 6 of Plats, on Page 82, Macomb County Records. Containing 3,960 square feet or 0.09 acres. Address: 22728 Mac Arthur Blvd. PIN: 13-34-132-004.

The proposed reconfigured parcels would be described as:

- a) Parcel "A": North 13 feet of Lot 2112 and Lot 2113 of Piper's Van Dyke Subdivision No. 8 of part of the NW 1/4 of Section 34, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, as recorded in Liber 6 of Plats, on Page 82, Macomb County Records. Containing 5,390 square feet or 0.12 acres.
- b) Parcel "B": Lot 2111 and the South 23 feet of Lot 2112 of Piper's Van Dyke Subdivision No. 8 of part of the NW 1/4 of Section 34, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, as recorded in Liber 6 of Plats, on Page 82, Macomb County Records. Containing 6,600 square feet or 0.15 acres.

AND WHEREAS, the City of Warren, a municipal corporation pursuant to and granted under Act No. 288 of the Public Acts of 1967 (the Subdivision Control Act of 1967) as amended by the Land Division Act P.A. 591 of 1996, provides that no lot, outlot, or other parcel of land in a recorded plat shall be further partitioned or divided unless in conformity with the ordinances of the municipality;

AND WHEREAS, the Planning Commission of the City of Warren having held a public hearing thereon on Monday, November 18, 2024 in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden Avenue, Warren, Michigan 48092, and having considered the request of Tom Bommarito, for the above-described subdivision lot split and combination, and having considered the objections raised thereto;

AND WHEREAS, the Planning Commission of the City of Warren does hereby recommend to the Council of the City of Warren, that the above-described subdivision lot split and combination request be approved subject to the petitioner complying with the conditions imposed as follows:

1. Provide fifteen (15) copies of revised survey plans indicating the following:
  - a) The plans shall include survey certification language by the licensed surveyor.
  - b) The existing driveway to Cadillac Ave.
  - c) The sidewalk from the dwelling to the front public sidewalk.
  - d) Sidewalks along Mac Arthur Blvd. and Cadillac Ave.
  - e) Sidewalk ramp on the corner of Mac Arthur Blvd. and Cadillac Ave.
  - f) The three (3) trees along the west, front property lines.
  - g) The existing chain link fences along Mac Arthur Blvd. and Cadillac Ave., with a note to be removed.
  - h) A chain link fence along the common property of Lots 2112 and 2113.
  - i) Add fences along the north and east property lines of the overall property.

2. The following variances shall be obtained from the Zoning Board of Appeals prior to the lot split and combination being forwarded to City Council:
  - a) Parcel "A" shall have variances for lot width and square footage.
  - b) Parcel "B" shall have a variance for lot width.
3. The lots and abutting streets shall be graded and drained. The petitioner must send a letter to the Public Service Director requesting an inspection of the site. The Director, in turn, forwards the request to the Engineering Division to perform the inspection. A copy of the positive results of the inspection shall be provided to the Planning Department.
4. The utility companies be given the opportunity to obtain any easements they may require.
5. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.
6. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Warren does hereby approve the request to split Lot 2112 (22716 Mac Arthur Blvd.) and then combine the North 13 ft. with Lot 2113 (22728 Mac Arthur Blvd.) and the South 23 ft. with Lot 2111 (22708 Mac Arthur Blvd.) of Piper's Van Dyke Subdivision No. 8; located on the northeast corner of Cadillac Ave. and Mac Arthur Blvd., approximately 638 ft. south of Nine Mile Rd. The purpose of the lot split is to split Lot 2112 and then combine the split lot with the two (2) adjacent lots in order for the CDBG (Community Development Block Grant) to construct two (2) new homes on the two (2) resultant lots. The City of Warren owns all the properties. The exiting home on Lot 2112 will be demolished.

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MINDY MOORE  
Secretary of the Council

**CERTIFICATION**

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk

Drafted by:  
Melissa Z. Maisano  
City of Warren, Planning Department  
One City Square, Suite 315  
Warren, Michigan 48093-5285

When recorded return to:  
City Clerk  
City of Warren  
One City Square, Suite 205  
Warren, Michigan 48093-5285

## **RESOLUTION**

WHEREAS, Tom Bommarito, petitioner for the property located on the northeast corner of Cadillac Ave. and Mac Arthur Blvd., has petitioned the Planning Commission of the City of Warren requesting to split Lot 2112 (22716 Mac Arthur Blvd.) and then combine the North 13 ft. with Lot 2113 (22728 Mac Arthur Blvd.) and the South 23 ft. with Lot 2111 (22708 Mac Arthur Blvd.) of Piper's Van Dyke Subdivision No. 8; located on the northeast corner of Cadillac Ave. and Mac Arthur Blvd., approximately 638 ft. south of Nine Mile Rd. The purpose of the lot split is to split Lot 2112 and then combine the split lot with the two (2) adjacent lots in order for the CDBG (Community Development Block Grant) to construct two (2) new homes on the two (2) resultant lots. The City of Warren owns all the properties. The existing home on Lot 2112 will be demolished.

The parcels are currently described as:

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- b) Parcel "B": Lot 2112 of Piper's Van Dyke Subdivision No. 8 of part of the NW 1/4 of Section 34, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, as recorded in Liber 6 of Plats, on Page 82, Macomb County Records. Containing 3,960 square feet or 0.09 acres. Address: 22716 Mac Arthur Blvd. PIN: 13-34-132-005.
- c) Parcel "C": Lot 2113 of Piper's Van Dyke Subdivision No. 8 of part of the NW 1/4 of Section 34, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, as recorded in Liber 6 of Plats, on Page 82, Macomb County Records. Containing 3,960 square feet or 0.09 acres. Address: 22728 Mac Arthur Blvd. PIN: 13-34-132-004.

The proposed reconfigured parcels would be described as:

- a) Parcel "A": North 13 feet of Lot 2112 and Lot 2113 of Piper's Van Dyke Subdivision No. 8 of part of the NW 1/4 of Section 34, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, as recorded in Liber 6 of Plats, on Page 82, Macomb County Records. Containing 5,390 square feet or 0.12 acres.
- b) Parcel "B": Lot 2111 and the South 23 feet of Lot 2112 of Piper's Van Dyke Subdivision No. 8 of part of the NW 1/4 of Section 34, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, as recorded in Liber 6 of Plats, on Page 82, Macomb County Records. Containing 6,600 square feet or 0.15 acres.

AND WHEREAS, the City of Warren, a municipal corporation pursuant to and granted under Act No. 288 of the Public Acts of 1967 (the Subdivision Control Act of 1967) as amended by the Land Division Act P.A. 591 of 1996, provides that no lot, outlot, or other parcel of land in a recorded plat shall be further partitioned or divided unless in conformity with the ordinances of the municipality;

AND WHEREAS, the Planning Commission of the City of Warren having held a public hearing thereon on Monday, November 18, 2024 in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden Avenue, Warren, Michigan 48092, and having considered the request of Tom Bommarito for the above-described subdivision lot split and combination, and having considered the objections raised thereto;

NOW THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Warren does hereby recommend to the Council of the City of Warren that the above-described subdivision lot split and combination request be approved subject to the petitioner complying with the conditions imposed as follows:



1. Provide fifteen (15) copies of revised survey plans indicating the following:
  - a) The plans shall include survey certification language by the licensed surveyor.
  - b) The existing driveway to Cadillac Ave.
  - c) The sidewalk from the dwelling to the front public sidewalk.
  - d) Sidewalks along Mac Arthur Blvd. and Cadillac Ave.
  - e) Sidewalk ramp on the corner of Mac Arthur Blvd. and Cadillac Ave.
  - f) The three (3) trees along the west, front property lines.
  - g) The existing chain link fences along Mac Arthur Blvd. and Cadillac Ave., with a note to be removed.
  - h) A chain link fence along the common property of Lots 2112 and 2113.
  - i) Add fences along the north and east property lines of the overall property.
2. The following variances shall be obtained from the Zoning Board of Appeals prior to the lot split and combination being forwarded to City Council:
  - a) Parcel "A" shall have variances for lot width and square footage.
  - b) Parcel "B" shall have a variance for lot width.
3. The lots and abutting streets shall be graded and drained. The petitioner must send a letter to the Public Service Director requesting an inspection of the site. The Director, in turn, forwards the request to the Engineering Division to perform the inspection. A copy of the positive results of the inspection shall be provided to the Planning Department.
4. The utility companies be given the opportunity to obtain any easements they may require.
5. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.
6. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

RESOLUTION adopted at the meeting of November 18, 2024.

PLANNING COMMISSION OF THE CITY OF WARREN



---

Warren Smith, Chair



---

Mahmuda Mouri, Secretary



**PLANNING DEPARTMENT**

ONE CITY SQUARE, SUITE 315  
WARREN, MI 48093-5283  
(586) 574-4687  
Fax (586) 574-4645  
[www.cityofwarren.org](http://www.cityofwarren.org)

November 22, 2024

Tom Bommarito  
City of Warren  
One City Square, Ste. 215  
Warren, MI 48093

RE: SUBDIVISION LOT SPLIT AND COMBINATION REQUEST; located on the northeast corner of Cadillac Avenue and Mac Arthur Boulevard; Three (3) parcels (Lot 2111, 13-34-132-006; Lot 2112, 13-34-132-005; Lot 2113, 13-34-132-004) to be combined and split into two (2) parcels; Section 34; 22708-22716-22728 Mac Arthur Boulevard; City of Warren (Tom Bommarito); PSLS240001.

Dear Mr. Bommarito:

At its meeting of November 18, 2024, the City of Warren Planning Commission voted to recommend for **APPROVAL** the above-described lot split and combination, subject to the standard conditions of the Planning Commission and more specifically:

1. Provide fifteen (15) copies of revised survey plans indicating the following:
  - a) The plans shall include survey certification language by the licensed surveyor.
  - b) The existing driveway to Cadillac Ave.
  - c) The sidewalk from the dwelling to the front public sidewalk.
  - d) Sidewalks along Mac Arthur Blvd. and Cadillac Ave.
  - e) Sidewalk ramp on the corner of Mac Arthur Blvd. and Cadillac Ave.
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- g) The existing chain link fences along Mac Arthur Blvd. and Cadillac Ave., with a note to be removed.
  - h) A chain link fence along the common property of Lots 2112 and 2113.
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  5. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.
  6. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

And furthermore recommendations were received from the following Division and Departments to notify the petitioner that these items will be addressed during the Building Division permit process:

**TAXES:** Current

**FIRE:** Project #PSLS24001 has been approved on 10/21/2024 by Fire.

**COMCAST:** In response to your utility request for the above project, please refer to the attached map for the location of Comcast CATV/FIBER facilities. Aerial cables are highlighted in orange for fiber and yellow for coax cable. Underground is highlighted in blue for fiber and green for coax cable. If we can be of further assistance, please feel free to contact us by email at [cccutilityrequests@teamsigma.com](mailto:cccutilityrequests@teamsigma.com).

**DTE:** DTE Electric Company has reviewed the Site Plan for the Subdivision Lot Split and Combination request. DTE Electric Company has no objection to the Site Plan for the Subdivision Lot Split and Combination request impacting 22708-22716-22728 Mac Arthur Blvd.; Section 34, per the site plan provided. If you have any questions, please do not hesitate to contact me at 586-783-1978.

Should you have any questions, please do not hesitate to contact our office at 586-574-4687.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mahmuda Mouri', written over a horizontal line.

Mahmuda Mouri  
Commission Secretary

MM/mzm

cc: Mayor  
Ronald F. Wuerth, Planning Director  
Mary Michaels, Chief Assistant City Attorney  
Everett Murphy, Chief Zoning Inspector  
James Kazanowski, Fire Department  
Bob Weidner, Community Development  
Angela Tarasenko, Community Development  
Kevin Navaroli, Nowak & Fraus Engineers

6.c) **SUBDIVISION LOT SPLIT AND COMBINATION**; Split Lot 2112 and combine the North 13 ft. with Lot 2113 and the South 23 ft. with Lot 2111  
22708 – 22716 – 22728 MAC ARTHUR BLVD.  
PSLS240001  
Section 34  
City of Warren (Tom Bommarito)  
November 18, 2024  
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### **FINDINGS**

1. The petitioner is requesting to split Lot 2112 (22716 Mac Arthur Blvd.) and then combine the North 13 ft. with Lot 2113 (22728 Mac Arthur Blvd.) and the south 23 ft. with Lot 2111 (22708 Mac Arthur Blvd.) of Piper's Van Dyke Subdivision No. 8; located on the northeast corner of Cadillac Ave. and Mac Arthur Blvd., approximately 638 ft. south of Nine Mile Rd. The purpose of the lot split is to split Lot 2112 and then combine the split lot with the two (2) adjacent lots in order for the CDBG (Community Development Block Grant) to construct two (2) new homes on the two (2) resultant lots. The City of Warren owns all the properties. The existing home on Lot 2112 will be demolished.
2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**
  - a) **SIZE AND DIMENSIONS OF PROPERTIES:** Three (3) rectangular shaped parcels located in Piper's Van Dyke Subdivision No. 8; the first, Lot 2111 (22708 Mac Arthur Blvd./13-34-132-006), measuring 37 ft. x 110 ft. and containing 4,070 sq. ft. with 37 ft. of frontage along Mac Arthur Blvd., and 110 ft. along Cadillac Ave. The second, Lot 2112 (22716 Mac Arthur Blvd./13-34-132-005), measuring 36 ft. x 110 ft. and containing 3,960 sq. ft. with 36 ft. of frontage along Mac Arthur Blvd. The third, Lot 2113 (22728 Mac Arthur Blvd./13-34-132-004), measuring 36 ft. x 110 ft. and containing 3,960 sq. ft. with 36 ft. of frontage along Mac Arthur Blvd.

**NOTE:** Provide fifteen (15) copies of revised survey plans indicating the following:

1. The plans shall include survey certification language by the licensed surveyor.
2. The existing driveway to Cadillac Ave.
3. The sidewalk from the dwelling to the front public sidewalk.
4. Sidewalks along Mac Arthur Blvd. and Cadillac Ave.
5. Sidewalk ramp on the corner of Mac Arthur Blvd. and Cadillac Ave.
6. The three (3) trees along the west, front property lines.
7. The existing chain link fences along Mac Arthur Blvd. and Cadillac Ave., with a note to be removed.

6.c) **SUBDIVISION LOT SPLIT AND COMBINATION**; Split Lot 2112 and combine the North 13 ft. with Lot 2113 and the South 23 ft. with Lot 2111  
22708 – 22716 – 22728 MAC ARTHUR BLVD.  
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8. A chain link fence along the common property of Lots 2112 and 2113.

9. Add fences along the north and east property lines of the overall property.

b) **PRESENT USE**: Single Family Residential Dwellings and undeveloped land

c) **PRESENT ZONING**: R-1-C, One Family Residential District

The R-1-C District has existed since the adoption of the Zoning Ordinance on July 21, 1960.

### 3. **CURRENT STATUS OF APPLICATION:**

a) Chapter 35 Subdivision regulation, Article II Platting procedure and data required; Section 35-26 Lot Splits of the Code of Ordinances require the Planning Commission to review proposed lot split(s) for the purpose of lot division within the subdivision plat, to review for conformance with all ordinances, administrative rules, regulations, and the Master Plan for the City and to make recommendations to the Zoning Board of Appeals, if necessary, and the City Council.

b) The present hearing will be the initial formal review of this application by the Planning Commission.

c) On January 24, 2014, the Building Division issued Demolition Permit PD14-001 to demolish the garage (22708 Mac Arthur Blvd.).

d) The Macomb County Register of Deeds recorded the Plat for Piper's Van Dyke Sub No. 8 on July 24, 1923, Liber 6, Page 82.

e) Notice letters were sent to the local school district, all City of Warren Departments and Divisions and affected utilities.

There were no objections, written and/or stated, to the lot split.

### 4. **GENERAL DESCRIPTION OF THE SURROUNDING PROPERTIES IS AS FOLLOWS:**

a) The properties to the north are zoned R-1-C and contain single-family dwellings.

b) The properties to the east are zoned R-1-C and contain single-family dwellings.

6.c) SUBDIVISION LOT SPLIT AND COMBINATION; Split Lot 2112 and combine the North 13 ft. with Lot 2113 and the South 23 ft. with Lot 2111  
22708 – 22716 – 22728 MAC ARTHUR BLVD.  
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- c) The properties to the south across Cadillac Ave. are zoned R-1-C and contain single-family dwellings.
- d) The properties to the west across Mac Arthur Blvd. are zoned R-1-C and contain Lincoln Elementary, Middle, and High Schools (Van Dyke Schools), Football, Track and Field.

**5. THE SURVEY PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:**

- a) Parcel "A" would be Lot 2213 and the north 13 ft. of Lot 2212, being rectangular in shape, measuring 49 ft. x 110 ft. and containing 5,390 sq. ft. The Community Development Department plans to demolish the dwelling on Lot 2112 and construct a new dwelling on this combined property.

NOTE: The minimum width and depth required for an R-1-C lot are 60 ft. and 120 ft., respectively. Parcel "A" shall have variances for lot width and square footage.

- b) Parcel "B" would be Lot 2111 and the south 23 ft. of Lot 2112, being rectangular in shape, measuring 60 ft. x 110 ft. and containing 6,600 sq. ft. The Community Development Department plans to demolish the dwelling on Lot 2112 and construct a new dwelling on this combined property.

NOTE: The minimum width and depth required for an R-1-C lot are 60 ft. and 120 ft., respectively. Parcel "B" shall have a variance for lot width.

**6. CHARACTERISTICS OF THE EXISTING LOTS AND RESIDENCES ARE AS FOLLOWS:**

- a) The majority of the dwellings were platted with 40 ft. wide lots. However, the majority along Mac Arthur Blvd. (formerly Piper, per plat) were platted at 36 and 37 ft. in width. Some of the 80 ft. wide lots remain, but a number have been split into 40 ft. wide lots. Most lots are developed with a single-family dwelling, and those that are not, are vacant.
- b) The existing residences are constructed in varying architectural styles. There is a mix of ranch and two-story dwellings mostly with siding facades. The majority of the garages are constructed behind the dwelling.



6.c) SUBDIVISION LOT SPLIT AND COMBINATION; Split Lot 2112 and combine the North 13 ft. with Lot 2113 and the South 23 ft. with Lot 2111  
22708 – 22716 – 22728 MAC ARTHUR BLVD.  
PSLS240001  
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### **RECOMMENDATION**

It is recommended that the lot split and combination be APPROVED subject to the standard conditions of the Planning Commission and more specifically:

1. Provide fifteen (15) copies of revised survey plans indicating the following:
  - a) The plans shall include survey certification language by the licensed surveyor.
  - b) The existing driveway to Cadillac Ave.
  - c) The sidewalk from the dwelling to the front public sidewalk.
  - d) Sidewalks along Mac Arthur Blvd. and Cadillac Ave.
  - e) Sidewalk ramp on the corner of Mac Arthur Blvd. and Cadillac Ave.
  - f) The three (3) trees along the west, front property lines.
  - g) The existing chain link fences along Mac Arthur Blvd. and Cadillac Ave., with a note to be removed.
  - h) A chain link fence along the common property of Lots 2112 and 2113.
  - i) Add fences along the north and east property lines of the overall property.
2. The following variances shall be obtained from the Zoning Board of Appeals prior to the lot split and combination being forwarded to City Council:
  - a) Parcel "A" shall have variances for lot width and square footage.
  - b) Parcel "B" shall have a variance for lot width.
3. The lots and abutting streets shall be graded and drained. The petitioner must send a letter to the Public Service Director requesting an inspection of the site. The Director, in turn, forwards the request to the Engineering Division to perform the inspection. A copy of the positive results of the inspection shall be provided to the Planning Department.
4. The utility companies be given the opportunity to obtain any easements they may require.

6.c) SUBDIVISION LOT SPLIT AND COMBINATION; Split Lot 2112 and combine the North 13 ft. with Lot 2113 and the South 23 ft. with Lot 2111  
22708 – 22716 – 22728 MAC ARTHUR BLVD.  
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5. Approval of City Council shall be obtained. City Council approval shall become effective upon compliance with all conditions listed. The petitioner shall complete the conditions within one (1) year.
6. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

And furthermore recommendations were received from the following Division and Departments to notify the petitioner that these items will be addressed during the Building Division permit process:

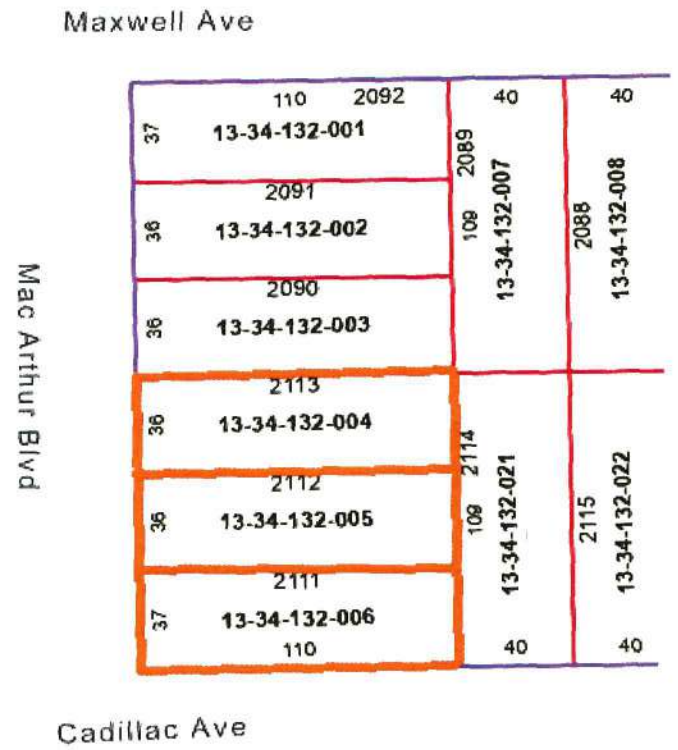
**TAXES:** Current

**FIRE:** Project #PSLS24001 has been approved on 10/21/2024 by Fire.

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**DTE:** DTE Electric Company has reviewed the Site Plan for the Subdivision Lot Split and Combination request. DTE Electric Company has no objection to the Site Plan for the Subdivision Lot Split and Combination request impacting 22708-22716-22728 Mac Arthur Blvd.; Section 34, per the site plan provided. If you have any questions, please do not hesitate to contact me at 586-783-1978.

**SUBDIVISION LOT SPLIT AND COMBINATION REQUEST**; located on the northeast corner of Cadillac Avenue and Mac Arthur Blvd; Three (3) parcels (lot 2111; 13-34-132-006, lot 2112; 13-34-132-005, lot 2113; 13-34-132-004) to be combined and split into two (2) parcels; Section 34; 22708-22716-22728 Mac Arthur Avenue; City of Warren (Tom Bommarito)





**B. SITE PLAN FOR OPEN STORAGE OF VARIOUS MATERIALS, SHIPPING CONTAINERS, AND DUMPSTERS**; located on the west side of Ryan Road, approximately 177 ft. north of Kiefer Avenue, 25205-25411-25513 Ryan Road; Section 19; Joseph Perkins/The Paslin Company (Scott Brinkmann/Butzel Long); PSP240023. **Postponed from October 21, 2024.**

**MOTION:**

A motion was made by Vice Chair Boniecki to postpone it until December 16, 2024, supported by Assistant Secretary Chowdhury.

Secretary Mouri – I have a quick question, I was wondering is there a reason for the postponement?

Chair Smith – There are a lot of issues that are trying to still be resolved, so we are giving them a little bit more time to resolve those issues.

**ROLL CALL:**

The motion carried as follows:

Vice Chair Boniecki.....	Yes
Assistant Secretary Chowdhury.....	Yes
Commissioner Ansar.....	Yes
Commissioner Duzyj.....	Yes
Commissioner Holowaty.....	Yes
Commissioner Hoque.....	Yes
Secretary Mouri.....	Yes
Chair Smith.....	Yes

**C. SUBDIVISION LOT SPLIT AND COMBINATION REQUEST**; located on the northeast corner of Cadillac Avenue and Mac Arthur Boulevard; Three (3) parcels (Lot 2111, 13-34-132-006; Lot 2112, 13-34-132-005; Lot 2113, 13-34-132-004) to be combined and split into two (2) parcels; Section 34; 22708-22716-22728 Mac Arthur Boulevard; City of Warren (Tom Bommarito); PSLS240001.

**PETITIONERS PORTION:**

Mr. Bob Weidner – Good evening, Bob Weidner, Community Development Block Grant, City of Warren. These were tax reverted properties that the City got back through a tax revert and we want to combine them and split them. We plan to build two new construction homes on the new lots.

Mary Clark CER-6819  
November 18<sup>th</sup>, 2024

Secretary Mouri reads the following correspondence:

**TAXES:** Current.

**FIRE:** Project #PSLS24001 has been approved on 10-21-2024 by Fire.

**COMCAST:** In response to your utility request for the above project, please refer to the attached map for the location of Comcast CATV/FIBER facilities. Aerial cables are highlighted in orange for fiber and yellow for coax cable. Underground is highlighted in blue for fiber and green for coax cable. If we can be of further assistance, please feel free to contact us by email at [cccutilityrequests@tamsigma.com](mailto:cccutilityrequests@tamsigma.com).

**DTE:** DTE Electric Company has reviewed the site plan for the Subdivision Lot Split and Combination request. DTE Electric Company has no objection to the Site Plan for the Subdivision Lot Split and Combination request impacting 22708-22716-22728 Mac Arthur Blvd.; Section 34, per the site plan provided. If you have any questions, please do not hesitate to contact me at 586-783-1978.

Ms. Michelle Katopodes reads the recommendation of the Staff:

**MOTION:**

A motion was made by Commissioner Holowaty to approve, supported by Commissioner Duzyj.

**COMMISSIONERS PORTION:**

Commissioner Holowaty – A couple questions, there's one home that you're saying is going to be demolished?

Mr. Bob Weidner – Yes, it's in severe dilapidated condition. One house there will be demolished and we will put one house on the corner and the one house on the infield lot.

Commissioner Holowaty – What type of homes are you thinking of putting there?

Mr. Bob Weidner – The one on the corner will be a bungalow. It's similar to the one that we built on the corner of Maxwell and Mac Arthur, I'm not sure if you're familiar with that house. The one next to it will be what we call a shot gun ranch, it's similar to the ones we built on Timken and Mac Arthur and Republic and Mac Arthur.

Commissioner Holowaty – I'm familiar with that area, I live in that area of Warren. It looks like it will be a good project to put some new homes in Warren. Are they going to be sold?

Mr. Bob Weidner – Yes, we sell them to first time home buyers, no landlords, to low to moderate income people. It helps to stabilize the neighborhood. It's part of the Neighborhood Stabilization Program. As far as I know we are one of the few people building in south Warren, is Community Development.

Commissioner Holowaty – Thank you.

Commissioner Duzyj – I thought that combining these three and making them into two would make it a true R-1-C Lot, but it's 109 feet no matter if you split it in half, it's not going to get to the 60 foot. Are all of the lots in that area between 36 and 40 foot?

Mr. Bob Weidner – I would say most of them, yes, definitely are.

Commissioner Duzyj – It originally started off as R-1-C, which was 60 foot.

Mr. Bob Weidner – Yes, as far as we are concerned there 40 is probably the biggest ones that we found down there that the city gets tax reverts.

Commissioner Duzyj – Okay, if they have dispensation for 36 and 37 foot lots would that apply to these two lots?

Mr. Bob Weidner – That I don't know.

Commissioner Duzyj – Does anybody know?

Ms. Michelle Katopodes – Can you please repeat the question?

Commissioner Duzyj – The three lots are getting combined and it's about 109 feet and it's R-1-C, which is 60 foot frontage. Now if they were split to 36 to 38 feet per this, wouldn't the dispensation from the Zoning Board of Appeals apply to this, or is this complete different than turning it into 37 or 39 foot?



Ms. Michelle Katopodes – Well looking at the history, this plat was created back in like the 1920's, this actual subdivision was recorded back in 1923. So these lots were created that size, the size that they are, like 36 or 40 feet, that's how they were originally were platted.

Commissioner Duzyj – Really, I thought they were R-1-C and then split in half.

Ms. Michelle Katopodes – I mean it was zoned that way but they were platted smaller originally. They were created before the Zoning Ordinance.

Commissioner Duzyj – So then they've never been in front of Zoning Board of Appeals?

Ms. Michelle Katopodes – I would say no.

Commissioner Duzyj – Okay, that was my question, I didn't want to double it up. Thank you, Mr. Chairman.

Chair Smith – Good evening, sir. That yellow house has been an eyesore for quite a while; it will be nice to get two new houses there. Another good thing about this is there's a school right across the street, there's an elementary school, middle school, and high school right across the street. So if you've got a family in it then the schools are close by, that's a good selling factor also.

Mr. Bob Weidmner – Yes, the people that bought our house on Mac Arthur and Maxwell, they actually went to Lincoln and were high school sweethearts and now they live across from the school. Part of the program is we want to keep people who grew up in the neighborhood so they can still stay in the neighborhood. We build a great house too; our houses are very nice. Like I said, it stabilizes the neighborhood, it puts a homeowner in there, not a landlord, we find that they take care of the houses. They love them and show them off, it's really a good program.

Chair Smith – Very good sir, I hope the program continues.

Mr. Bob Weidner – Me too, thank you.

ROLL CALL:

The motion carried as follows:

Mary Clark CER-6819  
November 18<sup>th</sup>, 2024

Commissioner Holowaty..... Yes  
 Commissioner Duzyj..... Yes  
 Commissioner Ansar..... Yes  
 Commissioner Hoque..... Yes  
 Assistant Secretary Chowdhury..... Yes  
 Vice Chair Boniecki..... Yes  
 Secretary Mouri..... Yes  
 Chair Smith..... Yes

**D. SITE PLAN FOR A PARKING LOT EXPANSION FOR AN EXISTING HINDU TEMPLE;** located on the south side of Nine Mile Road, approximately 1,056 ft. east of Warner Avenue; 3560 & 3520 Nine Mile Road; Section 31; Ramakrishna Ashrama/Swami Saradevananda (Jeffrey Graham/Kem-Tec); PSP240026.

**PETITIONERS PORTION:**

Mr. Jeffrey Graham – My name is Jeffrey Graham, I'm the Project Architect, I work for Kem-Tec Associates. I'm representing the elders of the Hindu Temple. The Temple has been there for four or five years and it's a growing facility. They now have many more families, about 70 people, that attend at one time.

We currently have about 21 parking spaces, actually it was 24, but we are going to lose a few by putting the driveways to connect the two parking lots. So the number of existing parking spaces will drop to 21, but we are adding 58 parking spaces so we'll have a total of 79 parking spaces. This is more than we need at this date, but we are also planning for the future, we believe that the Temple will grow. We hope you will consider our petition.

Secretary Mouri reads the following correspondence:

**TAXES:** Current.

**FIRE:** The Warren Fire Department approves this site plan. If you have any questions, please feel free to contact me at 586-756-2800, ext. 3300.

**COMCAST:** In response to your utility request for the above project, please refer to the attached map for the location of Comcast CATV/FIBER facilities. Aerial cables are highlighted in orange for fiber and yellow for coax cable. Underground is highlighted in blue for fiber and green for coax cable. If we can be of further assistance, please feel free to contact us by email at [cccutility.requests@teamsigma.com](mailto:cccutility.requests@teamsigma.com).



DATE: MARCH 3, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: AWARD TO FURNISH AND INSTALL TWO (2) HVAC ROOFTOP UNITS AND TWO (2) HUMIDIFIERS UTILIZING THE RFP-W-9103 CONTRACT; CITY DOCUMENT TRI-W-1474.

The Purchasing Division concurs with the Fire Commissioner and recommends that City Council approve an award to Johnson Controls, Inc. (JCI), 6111 Sterling Drive North, Sterling Heights, MI 48312, for furnishing and installing one (1) HVAC rooftop unit at Fire Station #2, one (1) HVAC rooftop unit at Fire Station #3, and two (2) humidifiers and fan motors at Fire Station #4, utilizing the rates established in the agreement with JCI under RFP-W-9103 in the total amount not to exceed \$53,177.36.

If approved by your honorable body, JCI will replace the existing HVAC rooftop unit at Fire Station #2, which has exceeded its life expectancy and was discovered to have a cracked heat exchanger, in the amount of \$16,897.68. JCI will also replace the existing HVAC rooftop unit at Fire Station #3, which has a cracked heat exchanger and has had a long life expectancy as well, in the amount of \$29,103.18. And lastly, JCI will replace two (2) humidifiers and fan motors at Fire Station #4 that are no longer functioning properly, in the amount of \$7,176.50.

The total award amount for all three Fire Station projects is not to exceed \$53,177.36.

Funds are available in the following account: 101-1336-93000.

Respectfully Submitted,

Read and Concur,



Shanah Turner  
Assistant Buyer



Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		3/4/25
Controller:		3/4/25
MAYOR:		3/4/2025



## PROPOSAL



Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

Date 02-12-2025



Scott Halleck  
Deputy Fire Chief  
City of Warren Fire Department  
586-756-2800 x3201  
586-774-2120 Fax  
deputyfirechief@warrenfiredept.org

RE: Fire Station #2 Rooftop unit and exhaust fan replacements

The following proposal is based on JCI's HVAC service finding that the existing rooftop unit and exhaust fan at Fire Stations #2's have exceeded their useful life expectancy. The rooftop unit has several holes in the heat exchanger and the exhaust fan has a non-operational blower motor. Based on the age of both pieces of HVAC equipment we are recommending replacement to newer models.



The above are pictures of the existing rooftop unit. This unit is over 20+ years old and has significantly exceeded its useful life expectancy. Currently the unit has several rust holes in the heat exchanger.

FYI: A cracked heat exchanger is an issue due to the fact a crack in these tubes and coils can lead to the gases being burned in the furnace, such as carbon monoxide, sulfur dioxide, and nitrous oxide, leaking into the space being served by the HVAC equipment. These dangerous gases can cause illness, or in extreme cases, death. Due to this the unit has had the gas service turned off.



The above are pictures of the existing exhaust fan. This unit is over 20+ years old and has significantly exceeded its useful life expectancy. Currently the unit has a blown motor and is non-operational.



## PROPOSAL



Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

JCI is providing the following scope for work and pricing to replace and upgrade to the latest technology to ensure proper heating, ventilation and air conditioning for Fire Station #2.

**Quote # 1-1041 NCXC Fire Station #2 Rooftop and exhaust fan replacement**

1. Upon approval from City of Warren order new equipment and pickup necessary parts and materials.
2. Schedule work with Fire Station #2 personnel for access into Fire Station #2. A small crane will be used on lift day to lift old equipment and set new equipment.
3. Provide labor and tools to Lock Out and Tag Out existing rooftop unit and exhaust fan from all sources of energy in a SAFE Manner.
4. Upon approval order equipment and provide schedule replacement schedule to City of Warren Facilities and Fire Department #2 staff. Lead time is 7-10 business days
5. Schedule crane lift with Fire Department #2 staff for clear access for lifting of rooftop unit and exhaust fan. Crane would be set up on the side of the building and lift performed 1<sup>st</sup> thing in the morning to minimize disruptions to employees and staff.
6. Provide labor to remove existing rooftop unit and exhaust fan.
7. Provide and install one (1) new YORK rooftop unit. New unit to come with following features:
  - Single Stage Cooling
  - York Single Packaged Air Conditioner 14.0 SEER / 12.3 EER
  - Tube/Aluminum Fin Condenser Coil
  - MBH Input Single heating output
  - Stage Stainless Steel Natural Gas Heat
  - 208/230-1-60
  - Low NOx
  - Filter rack
  - Manual outside air damper with hood and screen
  - Curb adapter
8. Provide labor to make necessary connections: electrical, control wiring, gas connections. JCI to utilize existing thermostat and thermostat wiring.
9. Provide and install new PVC condensate trap and drain line
10. Provide labor to fire off new heat exchanger on new RTU - JCI will remove the RTU's panels during heat exchanger fire off to minimize the smell that is made when burning off a brand-new heat exchanger. There may be some residual smell into the building.
11. Disconnect and remove one (1) existing exhaust fan.
12. Provide and install one (1) new Greenheck exhaust fan - CFM rating comparable to existing.
13. Check, test and start new rooftop unit and new exhaust fan.
14. Review installation with Fire Dept #2 staff
15. Upon satisfaction report from Fire dept #2 clean work area and remove tools.

Base proposal price for above scope of work.....\$16,897.68

Pricing in accordance with City of Warren and JCI HVAC Service Agreement agreed upon rates and margins

**Cost Breakdown**

**Labor**

Sheetmetal Technicians 10 hrs. x (1) man = 10 hrs. x \$103.00.....\$1,030.00

- o Confirm curb adapter measure
- o Ensure current unit is not attached to ductwork
- o Lift day

Mechanical 16 hrs. x (2) man = 32 hrs. x \$103.00.....\$3,296.00

- o Disconnection and removal
- o Installation of one (1) new curb adapter and rooftop unit
- o Installation of new one (1) exhaust fan



## PROPOSAL



Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

- o Connections: gas, control wiring and new PVC drain
- o Check, test and start up

Project Management, coordination and supervision (4) hours straight time x \$103.00.....\$412.00

Subtotal.....\$4,738.00

## Equipment, Subcontractor and Misc. Materials (15%)

One (1) new YORK Rooftop unit.....	\$6,978.00
o Curb adaptor	
o Connection materials: gas piping, drain piping, control wiring, foam tap, etc	
One (1) new Greenheck exhaust fan.....	\$1,925.00
Electrical sub contractor to disconnect/ reconnect.....	\$1,150.00
Crane Contractor.....	\$ 950.00
Misc materials.....	\$ 375.00
Use Tax.....	\$ 556.68
Vehicle Usage / Mileage \$75.00 x (3).....	\$ 225.00

Subtotal.....\$12,159.68

## Clarifications &amp; Exclusions:

- All work to be performed during normal working hours, unless otherwise specified.
- Proposal and pricing includes only scope of work as indicated above.
- Proposal does not include integration into building fire alarm panel.
- Proposal does not include cutting, coring, painting or patching.
- The use of a equipment curb adaptor will prevent any unnecessary roof work.

If you should have any further questions, please call Michael Koneczak (810) 300-4809

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until:

March 13<sup>th</sup> 2025

Purchaser - Company Name

Signature

JOHNSON CONTROLS, INC.

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Michael Koneczak

Title: Account Executive



**WARREN FIRE DEPARTMENT**  
**INTER-DEPARTMENT COMMUNICATION**  
**OFFICE OF THE DEPUTY FIRE CHIEF**

---

MEMO TO: Commissioner McAdams

FROM: Deputy Fire Chief Halleck

DATE: February 18, 2025

SUBJECT: Station 2 Roof Top HVAC Unit

Sir,

Johnson Controls recently inspected a "no heat" complaint at Station 2 and discovered a cracked heat exchanger and a non-operational blower motor. They also found that the entire unit has exceeded its permitted life expectancy as outlined by ASHRAE guidelines. The age and overall condition of the roof-top unit are also strong factors that warrant replacement. The unit had to have its gas supply turned "off" due to the health and life hazard of unburned gases being released into the living quarters. The total cost of this quote is \$16,897.68.

I have included the complete quote which covers findings, scope of work and cost breakdown. Thank you for your consideration, please let me know if I can be of any assistance.

Respectfully Submitted,

Deputy Fire Chief  
Scott Halleck

## PROPOSAL



Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

Date 02-13-2025



Scott Halleck  
Deputy Fire Chief  
City of Warren Fire Department  
586-756-2800 x3201  
586-774-2120 Fax  
deputyfirechief@warrenfiredept.org

RE: Fire Station #3 Rooftop unit replacement

The following proposal is based on JCI's HVAC service finding that the existing rooftop unit at Fire Stations #3 has several holes in the heat exchanger. The age of the unit is 14 years old (attached is the ASHRAE guidelines on useful life expectancy indicating 15 years on rooftop units).

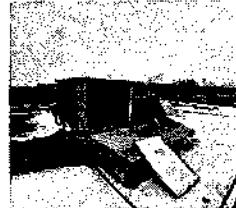
Based on the age and considering operational budgets we are providing two options: complete rooftop replacement or heat exchanger replacement



Crack in heat exchanger



Pic of overall heat exchanger



Pic of rooftop unit

The above are pictures of the existing rooftop unit. This unit is over 14+ years old. Currently the unit has several rust holes in the heat exchanger.

**FYI:** A cracked heat exchanger is an issue due to the fact a crack in these tubes and coils can lead to the gases being burned in the furnace, such as carbon monoxide, sulfur dioxide, and nitrous oxide, leaking into the space being served by the HVAC equipment. These dangerous gases can cause illness, or in extreme cases, death. Due to this the unit has had the gas service turned off.

JCI is providing the following scope for work and pricing to either replace and upgrade the rooftop unit or simply replace the cracked heat exchanger.



## PROPOSAL



Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

Quote # 1-104NKE10 Fire Station #3 Rooftop replacement

1. Upon approval from City of Warren order new equipment and pickup necessary parts and materials.
2. Schedule work with Fire Station #3 personnel for access into Fire Station #3. A crane will be used on lift day to lift old equipment and set new equipment.
3. Provide labor and tools to Lock Out and Tag Out existing rooftop unit and exhaust fan from all sources of energy in a SAFE Manner.
4. Upon approval order equipment and provide schedule replacement schedule to City of Warren Facilities and Fire Department #3 staff. Lead time is 3-5 business days
5. Schedule crane lift with Fire Department #3 staff for clear access for lifting of rooftop unit and exhaust fan. Crane would be set up on the side of the building and lift performed 1<sup>st</sup> thing in the morning to minimize disruptions to employees and staff.
6. Provide labor to remove existing rooftop unit.
7. Provide and install one (1) new TRANE rooftop unit. New unit to come with following features:
  - Single Stage Cooling
  - TRANE Single Packaged Air Conditioner 14.0 SEER / 12.3 EER
  - Tube/Aluminum Fin Condenser Coil
  - MBH Input Single heating output
  - Stage Stainless Steel Natural Gas Heat
  - 208/230-3-60
  - Low NOx
  - Filter rack
  - Manual outside air damper with hood and screen
  - Curb adapter
8. Provide labor to make necessary connections: electrical, control wiring, gas connections. JCI to utilize existing thermostat and thermostat wiring.
9. Provide and install new PVC condensate trap and drain line
10. Provide labor to fire off new heat exchanger on new RTU - JCI will remove the RTU's panels during heat exchanger fire off to minimize the smell that is made when burning off a brand-new heat exchanger. There may be some residual smell into the building.
11. Check, test and start new rooftop unit.
12. Review installation with Fire Dept #3 staff
13. Upon satisfaction report from Fire Dept #3 clean work area and remove tools.

Base proposal price for above scope of work.....\$29,103.18

Pricing in accordance with City of Warren and JCI HVAC Service Agreement agreed upon rates and margins

Cost BreakdownLabor

Sheetmetal Technicians 10 hrs. x (1) man = 10 hrs. x \$103.00.....\$1,030.00

- o Confirm curb adapter measure
- o Ensure current unit is not attached to ductwork
- o Lift day

Mechanical 16 hrs. x (2) man = 32 hrs. x \$103.00.....\$3,296.00

Mech Apprentice 8 hrs. x (1) man = 8 hrs. x \$81.96.00.....\$ 655.68

- o Disconnection and removal
- o Installation of one (1) new curb adapter and rooftop unit
- o Connections: gas, control wiring and new PVC drain
- o Check, test and start up

Project Management, coordination and supervision (8) hours straight time x \$103.00.....\$824.00

Subtotal.....\$5,805.68



## PROPOSAL



Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

Equipment, Subcontractor and Misc. Materials (15%)	
One (1) new TRANE Rooftop unit.....	\$18,250.00
o Curb adapter	
o Connection materials: gas piping, drain piping, control wiring, foam top, etc	
Electrical sub contractor to disconnect/reconnect.....	\$1,550.00
Crane Contractor.....	\$1,250.00
Misc materials.....	\$ 875.00
Use Tax.....	\$1,147.50
Vehicle Usage / Mileage \$75.00 x (3).....	\$ 225.00

Subtotal.....\$23,297.50

Quote #1-10295148 Scope of Work: Fire Station #3 Replacement of one (1) heat exchangers

1. Upon approval from City of Warren order new equipment and pickup necessary parts and materials.
2. Schedule work with Fire Station #3 personnel for access into Fire Station #3.
3. Provide labor and tools to Lock Out and Tag Out existing rooftop unit from all sources of energy in a SAFE Manner.
4. Upon approval order equipment and provide schedule replacement schedule to City of Warren Facilities and Fire Department #3 staff. Lead time is 1-2 business days.
5. Provide labor to remove one (1) existing heat exchanger
6. Provide and install one (1) new heat exchangers and gaskets.
7. Provide labor to make necessary connections and utilize hi temp heat sealant to complete installation.
8. Provide labor to fire off new heat exchanger - JCI will remove the RTU's panels during heat exchanger fire off to minimize the smell that is made when burning off a brand new heat exchanger. There may be some residual smell into the building.
9. Review installation with Fire Dept #2 Staff.
10. Upon Fire Dept #2 Staff satisfaction clean work area and remove tools.

Base proposal for heat exchanger replacement.....\$10,461.00

Warranty: Labor - 90 days  
Equipment - Manufacturers warranty on heat exchanger.

Clarifications & Exclusions:

- All work to be performed during normal working hours, unless otherwise specified.
- Proposal and pricing includes only scope of work as indicated above.
- Proposal does not include integration into building fire alarm panel.
- Proposal does not include cutting, coring painting or patching.
- The use of a equipment curb adapter will prevent any unnecessary roof work.

If you should have any further questions, please call Michael Konczak (810) 300-4809

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)





## PROPOSAL



Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

Purchaser - Company Name

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This proposal is valid until:

\_\_\_\_\_  
March 13<sup>th</sup> 2025

JOHNSON CONTROLS, INC.

\_\_\_\_\_  
Signature

Name: Michael Koneczak

Title: Account Executive



# WARREN FIRE DEPARTMENT

## INTER-DEPARTMENT COMMUNICATION

### OFFICE OF THE DEPUTY FIRE CHIEF

---

MEMO TO: Commissioner McAdams

FROM: Deputy Fire Chief Halleck

DATE: February 18, 2025

SUBJECT: Station 3 Roof Top HVAC Unit

Sir,

Johnson Controls recently inspected a "no heat" complaint at Station 3 and discovered a cracked heat exchanger, they also found that the entire unit has an age of 14 years old, 15 years is the permitted life expectancy as outlined by ASHRAE guidelines. The age and overall condition of the roof-top unit are also strong factors that warrant replacement. Station 3 currently has no heat in the day room and dining area, they are awaiting a new heat exchanger within the next 1-2 days. The total cost of this quote is \$29,103.18.

I have included the complete quote which covers findings, scope of work and cost breakdown. Thank you for your consideration, please let me know if I can be of any assistance.

Respectfully Submitted,

Deputy Fire Chief  
Scott Halleck



## PROPOSAL



Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

Date 02-12-2025

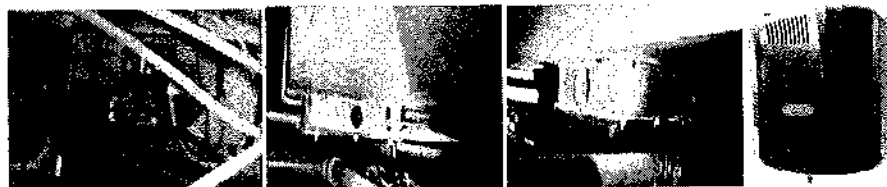


Scott Halleck  
Deputy Fire Chief  
City of Warren Fire Department  
586-756-2800 x3201  
586-774-2120 Fax  
deputyfirechief@warrenfiredept.org

The following proposal is based on the request service finding that the existing humidifiers serving Fire Stations #4's living quarters have exceeded their useful life expectancy and are no longer operational.

FYI: Humidifiers are used in buildings to add moisture to the air and improve indoor air quality. This can help prevent dryness, which can cause irritation in the eyes, nose, throat and lips. As well as cause cracking of the drywall and wood in the interior areas of the building.

JCI is providing the following scope for work and pricing to replace and upgrade to the latest technology to ensure proper humidification for Fire Station #4.



#1 wiring and pipe connections #2 pic of 1" existing humidifier #3 pic 2nd existing humidifier #4 pic of new Humidifiers

Johnson Controls, Inc. is pleased to provide the following scope of work and pricing to assist the City Of Warren's Fire Department with this need.

**Quote # 1-104L9H3P Fire Station #4 replacement and upgrade of humidifiers**

1. Upon approval from City of Warren order and pickup necessary parts and materials.
2. Schedule work with Fire Station #4 personnel for access into Fire Station #4, most of the work will be above the ceiling. JCI will remove and replace tiles and clean up any debris afterwards.
3. Provide labor and tools to Lock Out and Tag Out existing humidifiers from all sources of energy in a SAFE Manner.
4. Provide labor and tools to disconnect and remove two (2) existing humidifiers. Units can be provided to City of Warren / Fire Department personnel for inspection before disposal.



## PROPOSAL



Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

5. Provide labor, materials and tools to install two (2) new fan assisted humidifiers with the following features:
  - Up to 50% Water Savings on Advanced Fan-Powered Models - Timer-metered solenoid wets the pad only as needed, reducing water waste by as much as 30% and savings up to 10,000 gallons of water per year
  - Quietest Residential Fan Humidifier - The centrifugal wheel and propeller fan design makes TrueEASE quieter than standard variable HVAC systems and more than 20 dB quieter than equivalent competitive residential fan humidifiers
  - One-Piece Design - Mounting screws are located around the perimeter of the humidifier, making it easy to install in a single step rather than mounting a separate frame assembly.
  - Integrated Wiring - Push terminals make TrueEASE simple to wire and the integrated control board eliminates cost and time spent on separate relays typically required to deliver additional humidity by forcing the fan. Simply flip a DIP switch to set advanced humidification options.
  - Quick-Connect Plumbing - All plumbing is connected in a single step by attaching the hose to the quick-connect gasket
  - User-Friendly Pad Access - Easy slide-out design means there's no disassembly of the humidifier or interaction the plumbing needed to change the pad
6. Provide labor and materials to make the necessary connections: water supply, drain line, electrical power wiring
7. Check, test and verify proper operation of two (2) new fan assisted humidifiers.
8. Verify operation with Fire Station #4 staff.
9. Upon satisfactory test remove tools and clean work area.

Base proposal price for above scope of work.....\$7,176.50

Pricing in accordance with City of Warren and JCI HVAC Service Agreement agreed upon rates and margins

Cost Breakdown

Labor	
Sheetmetal Technicians 8 hrs. x (1) man = 8 hrs. x \$103.00.....	\$824.00
o Disconnection, fabrication of metal fittings and capping of existing openings	
Mechanical 12 hrs. x (2) man = 24 hrs. x \$103.00.....	
o Disconnection and removal	
o Installation of two (2) new humidifiers	
o Modification of supply water piping	
o Modification of drain lines	
o Check, test and start up	

Project Management, coordination and supervision (4) hours straight time x \$103.00.....\$412.00

Subtotal.....\$3,708.00

Equipment, Subcontractor and Misc. Materials (15%)

Two (2) fan assisted humidifiers.....	\$1,725.00
o Connection kits: supply water piping, drain piping, foam sealer, etc	
Electrical sub contractor to wire in new fan assisted humidifiers.....	\$1,150.00
Misc materials.....	\$ 250.00
Use Tax.....	\$ 118.50
Vehicle Usage / Mileage \$75.00 x (3).....	\$ 225.00

Subtotal.....\$3,468.50

## PROPOSAL



Johnson Controls, Inc.  
Building Efficiency  
6111 Sterling Drive North  
Sterling Heights, MI  
48312

**Clarifications & Exclusions:**

- All work to be performed during normal working hours, unless otherwise specified.
- Proposal and pricing includes only scope of work as indicated above.

If you should have any further questions, please call Michael Koneczak (810) 300-4809

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until:

September 13<sup>th</sup> 2024

Purchaser - Company Name

Signature

JOHNSON CONTROLS, INC.

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Michael Koneczak

Title: Account Executive



**WARREN FIRE DEPARTMENT**  
**INTER-DEPARTMENT COMMUNICATION**  
**OFFICE OF THE DEPUTY FIRE CHIEF**

---

MEMO TO: Commissioner McAdams *UM*

FROM: Deputy Fire Chief Halleck

DATE: February 18, 2025

SUBJECT: Station 4 Humidifiers

Sir,

Johnson Controls recently completed routine station maintenance inspections and discovered that Station 4 has humidifiers that not only have exceeded their life expectancy but are no longer operational. Humidifiers are crucial for controlling moisture and improving indoor air quality which could affect breathing and respiratory function for employees. The total cost of this project as quoted by Johnson Controls would amount to \$7,176.50.

I have included the complete quote which covers scope of work and cost breakdown. Thank you for your consideration, please let me know if I can be of any assistance.

Respectfully Submitted,

Deputy Fire Chief  
Scott Halleck

February 26, 2025



Craig Treppa  
Purchasing Agent

**WARREN FIRE DEPARTMENT**

23295 Schoenherr  
Warren, MI 48089  
(586) 756-2800

[www.cityofwarren.org](http://www.cityofwarren.org)

Subject: TRI-W-1474

Craig

The Fire Department must replace malfunctioning and functionally obsolete HVAC systems at fire stations # 2, 3, & 4. The department desires to use the current city agreement with Johnson Controls Inc. RFP-W-9103 which covers the cost of labor and materials for each project. The replacement project at fire station #2 requires the replacement of an existing rooftop HVAC unit that an inspection conducted by JCI determined that the unit has a cracked heat exchanger, and the unit has exceeded its expected operational life expectancy of 20 years and requires replacement in the amount of \$16,897.68. At fire station #3 we must also replace a HVAC unit that also has a cracked heat exchanger and due to the age of the unit being almost 15 years old it is recommended that we also replace this unit with a new unit in the amount of \$29,103.18. Finally, at fire station #4 the department must replace two (2) humidifiers and fan motors that are no longer operational and are also functionally obsolete. The humidifiers add moisture to the circulated air which improves air quality and comfort for employees reducing the amount of heated or cooled air needed to feel comfortable in an indoor environment. The cost of this project equals \$7,176.50. Included in the cost for stations #2, & #3 is the rental of a small crane that is needed to remove and lift the HVAC units from and on to the fire stations.

Therefore, it is the recommendation of the fire department that the city using RFP-W-9103 award the work to Johnson Controls Incorporated (JCI) in the amount of \$16,897.68 for fire station #2, in the amount of \$29,103.18 for fire station #3, in the amount of \$7,176.50 for fire station #4 for the removal of two (2) rooftop HVAC units and two (2) humidifiers and blowers in the total amount not to exceed \$53,177.36.

Funds are available in General Ledger Account Titled Building Maintenance 101-1336-9300.

Please direct questions to my attention at Ext. 3100.

Professionally,

Wilburt McAdams  
Fire Commissioner

**RESOLUTION**

Document No: TRI-W-1474

Product or Service: TWO (2) HVAC UNITS & TWO (2) HUMIDIFIERS

Requesting Department: Fire Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7:00 p.m. Local Time, in the Council Chambers at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember

\_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

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

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is necessary in the interests of the Fire Department and the City, to acquire one (1) HVAC rooftop unit at Fire Station #2 in the amount of \$16,897.68, one (1) HVAC rooftop unit at Fire Station #3 in the amount of \$29,103.18, and two (2) humidifiers and fan motors for Fire Station #4 in the amount of \$7,176.50 from Johnson Controls, Inc., 6111 Sterling Drive, North, Sterling Heights, MI 48312, utilizing the labor and material rates from the extendable City of Warren agreement with JCI (RFP-W-9103) in the total amount not to exceed \$53,177.36.



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

Funds are available in the following Account 101-1336-93000.

IT IS RESOLVED, that Johnson Controls, Inc. is hereby accepted by City Council to furnish and install one (1) HVAC rooftop unit at Fire Station #2, one (1) HVAC rooftop unit at Fire Station #3, and two (2) humidifiers and fan motors at Fire Station #4, in the total not to exceed amount of \$53,177.36.

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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Sonja Buffa  
City Clerk



**CITY CONTROLLER'S OFFICE**

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: MARCH 3, 2025  
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO EXTEND AWARD OF BID ITB-W-0456; FOR ASH, GRIT AND FILTER PRESS CAKE DISPOSAL

The Purchasing Division concurs with the Waste Water Treatment Plant and recommends that the award of bid ITB-W-0456; for the Disposal of Ash, Grit, and Filter Press Cake, be extended for the final two (2) year period, to Waste Management of Michigan, Inc., 48797 Alpha Drive, Suite 150, Wixom, MI 48393, in the annual amounts not to exceed totals indicated in the table below.

EXTENSION PERIOD (2-11-25 THRU 2-10-26)				
ITEM	DESCRIPTION	EST. QTY.	PRICE/TON	ESTIMATED ANNUAL COST
1.	Disposal of Ash/Grit	3,860 Tons	\$34.23	\$ 132,127.80
2.	Disposal of Filter Press Cake	2,167 Tons	\$41.50	\$ 89,930.50
TOTAL YEAR 1:				\$ 222,058.30

EXTENSION PERIOD (2-11-26 THRU 2-10-27)				
ITEM	DESCRIPTION	EST. QTY.	PRICE/TON	ESTIMATED ANNUAL COST
1.	Disposal of Ash/Grit	3,860 Tons	\$35.77	\$ 138,072.20
2.	Disposal of Filter Press Cake	2,167 Tons	\$43.37	\$ 93,982.79
TOTAL YEAR 2:				\$ 232,054.99

On February 8, 2022, City Council approved an award to Waste Management of Michigan, Inc. (WM) for the disposal of ash, grit, and filter cake for a two (2) year period (February 11, 2022 through February 10, 2024) with options to extend through February 10, 2027.

On January 23, 2024, City Council approved a one-year extension to WM with a price increase of 4.5%, which was allowed within the scope of the award.

The recommendation before you today is to extend the agreement with WM for the final two optional years, to commence retro-actively on February 11, 2025 through February 10, 2027 with an annual price increase of 4.5% (see table above).

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

The WWTP incinerator is taken out of service approximately once a year for inspection and maintenance. During this time period the WWTP will not be burning the filter cake to make ash. The filter cake will need to be hauled and disposed of on a daily basis, until such time as the incinerator is returned to service. The WWTP estimates that 2,167 tons of filter press cake will be hauled and disposed of while the incinerator is out of service.

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

Funds are allocated in Waste Water Treatment Plant Ash Removal Account: 592-1580-81800 in the Water and Sewer System Budget.

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

Respectfully Submitted,

Read and Concur,



Shanah Turner  
Assistant Buyer



Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		3/15/25
Controller:		3/15/25
MAYOR:		3/15/2025



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

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

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

**SUBJECT:** Recommendation for an agreement extension of ITB-W-0456 Ash, Grit & Filter Cake Disposal, to Waste Management of Michigan, Inc., 48797 Alpha Drive, Suite 150, Wixom, MI 48393 for two (2) annual terms commencing on 2/11/25 thru 2/10/27, including a 4.5% increase to the current unit prices for each of the respective two (2) annual terms, in the total award amount not to exceed \$222,058.30 for term 2/11/25 thru 2/10/26 and \$232,054.99 for term 2/11/26 thru 2/10/27.

**DATE:** 2/4/2025

The existing 1-year agreement term with Waste Management (ITB-W-0456) for disposal of ash, grit and filter cake that are being generated at the WWTP in wastewater treatment operations, is expiring on February 10, 2025.

The WWTP desires to continue utilizing services from Waste Management LLC., for disposal ash, grit and filter cake from the Warren WWTP facility, for a final two (2) year term.

Waste Management LLC has agreed to the final two (2) one (1) - year extensions under the terms of ITB-W-0456, including a 4.5% increase from the pricing currently in effect for each of the remaining two (2) annual terms (2/11/25 thru 2/10/26 and 2/11/26 thru 2/10/27), resulting in new unit pricing being as follows:

Agreement Term: 2/11/25 thru 2/10/26  
Ash/Grit - \$34.23 per ton (currently \$32.76)  
Filter Press Cake - \$41.50 per ton (currently \$39.71)

Agreement Term: 2/11/26 thru 2/10/27  
Ash/Grit - \$35.77 per ton  
Filter Press Cake - \$43.37

It is being respectfully requested that the existing agreement for ITB-W-0456, Ash, Grit & Filter Cake Disposal, to Waste Management of Michigan, Inc., 48797 Alpha Drive, Suite 150, Wixom, MI 48393, be extended for the final two (2) one (1)-year terms (2/11/25 thru 2/10/26 and 2/11/26 thru 2/10/27), including a 4.5% increase to the pricing currently in effect, for each of the remaining two (2) annual terms (2/11/25 thru 2/10/26 and 2/11/26 thru 2/10/27), resulting in new unit pricing as detailed above.

2/4/2025

Based on estimated tons of product to be disposed of, the total award amount should not exceed \$454,113.29 (\$222,058.30 for annual term 2/11/25 thru 2/10/26 and \$232,054.99 for annual term 2/11/26 thru 2/10/27).

Please take the steps necessary to seek authorization to approve extension of the agreement ITB-W-0456, Ash, Grit & Filter Cake Disposal, to Waste Management of Michigan, Inc., 48797 Alpha Drive, Suite 150, Wixom, MI 48393, be extended for the final two (2) one (1)-year terms (2/11/25 thru 2/10/26 and 2/11/26 thru 2/10/27), including a 4.5% increase to the pricing currently in effect, for each of the remaining two (2) annual terms (2/11/25 thru 2/10/26 and 2/11/26 thru 2/10/27), resulting in new unit pricing as detailed above. The total award amount should not exceed \$454,113.29 (\$222,058.30 for annual term 2/11/25 thru 2/10/26 and \$232,054.99 for annual term 2/11/26 thru 2/10/27), based on estimated tons of product to be disposed of.

Funds for the requested final two (2) one (1)-year term extensions (2/11/25 thru 2/10/26 and 2/11/26 thru 2/10/27) in the total amount not to exceed \$454,113.29 (\$222,058.30 for annual term 2/11/25 thru 2/10/26 and \$232,054.99 for annual term 2/11/26 thru 2/10/27) will be made available from the FY25/FY26/FY27 Budget, WWTP Account 592-1580-81800.

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

Respectfully,



Donna Dordeski, P.E.  
WWTP Division Head

DD

cc: David Muzzarelli, Public Service Director

## **RESOLUTION**

Document No: ITB-W-0456 Extension of Award  
Product or Service: Disposal of Ash, Grit, and Filter Cake  
Requesting Department: Waste Water Treatment Plant

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025, at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons \_\_\_\_\_

ABSENT: Councilpersons \_\_\_\_\_

The following preamble and resolution were offered by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

On February 8, 2022, City Council approved an award to Waste Management of Michigan, Inc., 48797 Alpha Drive, Suite 150, Wixom, MI 48393 for the disposal of ash, grit, and filter cake for a two (2) year period (February 11, 2022 through February 10, 2024) with options to renew through February 10, 2027, with mutual consent of both parties.

On January 23, 2024, City Council approved a one-year extension to WM with a price increase of 4.5%, which was allowed within the scope of the award.

It has been determined by the WWTP Division Head that it is in the best interest of the WWTP and the City to extend this award for the final two (2) year period (February 11, 2025 through February 10, 2027), with an annual 4.5% increase in pricing (see table below).

EXTENSION PERIOD (2-11-25 THRU 2-10-26)				
ITEM	DESCRIPTION	EST. QTY.	PRICE/TON	ESTIMATED ANNUAL COST
1.	Disposal of Ash/Grit	3,860 Tons	\$34.23	\$ 132,127.80
2.	Disposal of Filter Press Cake	2,167 Tons	\$41.50	\$ 89,930.50
TOTAL YEAR 1:				\$ 222,058.30

EXTENSION PERIOD (2-11-26 THRU 2-10-27)				
ITEM	DESCRIPTION	EST. QTY.	PRICE/TON	ESTIMATED ANNUAL COST
1.	Disposal of Ash/Grit	3,860 Tons	\$35.77	\$ 138,072.20
2.	Disposal of Filter Press Cake	2,167 Tons	\$43.37	\$ 93,982.79
TOTAL YEAR 2:				\$ 232,054.99

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

THEREFORE, IT IS RESOLVED that the award to Waste Management of Michigan, 48797 Alpha Drive, Suite 150, Wixom, MI 48393 has been extended for the final period, commencing retro-actively on February 11, 2025 in a an annual amount not to exceed the totals listed in the table above.

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

- ☐ Bid Document
- ☐ Contract
- ☒ Resolution

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

AYES: Councilpersons: \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilpersons: \_\_\_\_\_

\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mindy Moore  
Council Secretary



**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  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Sonja Buffa  
City Clerk