WARREN
LORI STONE - MAYOR

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

October 16, 2024

Mindy Moore
Council Secretary

RE: Commitment of ARPA Funding

Dear Council Secretary Moore:

I am sure you are aware of the deadlines approaching in terms of commitment and use of American Rescue Plan Act (ARPA) funding. Monies not formally committed to eligible projects and legally obligated by December 31, 2024, will have to be returned to the Federal government.

Attached you will find a series of documents designed to meet Federal requirements while still providing some flexibility in maximizing the impact of the funding in addressing some of the greatest needs of our community.

There are three (3) separate resolutions for City Council's review and approval. The first is a resolution to commit previously unallocated funds in the amount of $7,750,000, to eligible projects, as well as reallocate funds in the amount of $5,120,271, unused from the Innovate Mound project. This resolution will result in $10,000,000 increase in the Fund Balance of the General Fund that can be devoted to other purposes, such as the earmarks for housing and park improvements referenced in the adoption of the Fiscal 2025 Budget.

The second resolution is authorizing the execution of Memorandums of Understanding for Library, Parks & Recreation and Infrastructure projects to meet the ARPA "legally obligated" requirements. The individual documents are included and have been reviewed by the staff of our consultant, Guidehouse.

The third, and final, resolution is a budget amendment to recognize the ARPA monies allocated in the first resolution as revenue in the appropriate funds.

Included herewith you will find the aforementioned resolutions, a historical overview of the use of ARPA funds to date, copies of the Memorandums of Understanding to be executed and project Eligibility Memos for the various projects prepared for us by Guidehouse.

I urge you to address this matter without delay. The staff of Guidehouse has indicated they can be available to assist in your review at a City Council meeting and/or a Committee of the Whole at your convenience.

Thank you for your consideration of this matter.

Sincerely,

Mark Knapp
Assistant Controller

attachments

Approved:

Lori Stone, Mayor

RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDING IN FISCAL YEAR 2025

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

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

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

WHEREAS, the City of Warren received an allocation of $27,318,439 in American Rescue Plan Act funding (ARPA), and

WHEREAS, of that amount, there is $7,750,000 that has not been previously allocated to specific projects, and

WHEREAS, in addition, there is $5,120,271 in ARPA funds previously allocated to the Innovate Mound project that is available for re-allocation, and

WHEREAS, the total amount to be allocated to eligible projects totals $12,870,271.

THEREFORE, IT IS RESOLVED, that City Council approves the allocation of the available funds as follows:

a. $10,000,000 for the reimbursement of public safety cost, specifically salaries of uniformed Police and Fire employees, expenditure eligible under State and Local Fiscal Recovery Funds (SLFRF) Expenditure Category 6.1 – Provision of Government Services.

b. $1,800,000 for Sidewalk Replacement under SLFRF Expenditure Category 2.22 – Neighborhood Features that Promote Improved Health and Safety Outcomes

c. $1,070,271 for Infrastructure Replacements SLFRF Expenditure Category 5.11 – Drinking Water Transmission and Distribution

BE IT FURTHER RESOLVED, that the SLFRF Expenditure Category for the $2,000,000 previously allocated for a Modular Library is hereby amended to be EC 2.25 – Addressing Educational Disparities

BE IT FURTHER RESOLVED, that the SLFRF Expenditure Category for the $1,200,000 previously allocated for the Weigand Park Splash Pad is hereby amended to be EC 2.22 – Strong Healthy Communities: Neighborhood Features that Promote Health and Safety

BE IT FURTHER RESOLVED, that the SLFRF Expenditure Category for the $1,000,000 previously allocated for the Halmich Park Bathroom Renovations is hereby amended to be EC 2.22 – Strong Healthy Communities: Neighborhood Features that Promote Health and Safety

RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDING IN FISCAL YEAR 2025

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this____ day of _____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

RESOLUTION AUTHORIZING THE EXECUTION OF MEMORANDUMS OF UNDERSTANDING OBLIGATING AMERICAN RESCUE PLAN ACT FUNDS FOR VARIOUS PROJECTS

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Eastern Daylight Savings 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_____.

WHEREAS, the City of Warren received an allocation of $27,318,439 in American Rescue Plan Act funding (ARPA), and

WHEREAS, all funds must be obligated no later than December 31, 2024 and spent no later than December 31, 2026, and

WHEREAS, there are four (4) internally serviced projects that require executed Memorandums of Understanding (MOU) between the Administration and servicing department/organization to meet the obligation requirement of the American Rescue Plan Act.

THEREFORE, IT IS RESOLVED, that City Council authorizes the execution of Memorandums of Understanding between the Administration and the following departments/organizations for the completion of ARPA eligible projects within the prescribed time frames:

a. Warren Library $2,000,000 for the construction of a Modular Library
b. Warren Parks & Recreation $1,200,000 for the construction of a Splash Pad at Weigand Park

c. Warren Parks & Recreation $1,000,0000 for Bathroom Renovations at Halmich Park

d. Warren Public Service Department $1,070,271 for Infrastructure Replacements

e. Warren Public Service Department $1,800,000 for Sidewalk Repairs

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this____ day of _____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan held _____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Controller's Office has indicated a need to this Council to amend the original General Appropriation Resolution for the Fiscal 2025 Budget to recognize revenue from American Rescue Plan Act (ARPA) funds and commitment to eligible projects, and

NOW, THEREFORE BE IT RESOLVED, that the City Council, by amending the original General Appropriation Resolution for the Fiscal 2025 Budget, approves the following budget line item changes:

Account Number	Account Title	Amount
GENERAL FUND		
Increase		
101-0080-52800	Other Federal Grants/ARPA	$10,000,000
101-1301-98500	ARPA Expenditures – Policemen	$6,460,000
101-1336-98500	ARPA Expenditures – Firemen	$3,540,000
101-0000-39600	Fund Balance	$10,000,000
Decrease		
101-1301-70605	Policemen	$6,460,000
101-1336-70603	Firemen	$3,540,000

WATER & SEWER FUND		
Increase		
592-0080-52800	Other Federal Grants/ARPA	$1,070,271
Increase		
592-1540-985000	ARPA Expenditures	$1,070,271
SIDEWALK & TREE S/A FUND		
Increase		
802-0080-52800	Other Federal Grants/ARPA	$1,800,000
Increase		
802-9802-98500	ARPA Expenditures	$1,800,000

BE IT FURTHER RESOLVED that the City Council hereby revises revenues and appropriations for the funds as listed above in the total amount of $12,870,271.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

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

_____
SONJA BUFFA
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF WARREN
AND
WARREN PUBLIC LIBRARY

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Warren, Michigan:

Mayor and City Council of Warren ("CITY"), and
Warren Public Library Department ("DEPARTMENT").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $27,318,419 to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations;

WHEREAS, CITY has administered the process for ARPA funding and recommends the DEPARTMENT receive ARPA funding for its program as described in this Agreement;

WHEREAS, CITY and the DEPARTMENT wish to enter into this Agreement to delineate each other's responsibilities in regard to the ARPA funding for the program; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

CITY hereby agrees to provide ARPA funding, in the amount set forth herein, to the DEPARTMENT to facilitate the implementation of the program.

B. SCOPE OF PROGRAM

DEPARTMENT shall implement the program, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. TERM

The term of this Agreement shall begin on October 1, 2024, and end on December 31, 2026, unless terminated earlier in accordance with this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. *Funding.* Subject to the availability of ARPA funding, CITY shall provide funds to the DEPARTMENT for the program, in an amount not to exceed **$2,000,000 Dollars** for the term. Funding is allocated for the construction of a modular library on city-owned property located at 13700 Sidonie, known as Underwood Park. Details of the projects are included in the Exhibits, appended hereto. Any expenses/costs incurred by DEPARTMENT in excess of this amount shall be the sole responsibility of DEPARTMENT.

2. *Budget.* DEPARTMENT agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget is part of the proposal at **Exhibit 1**.

3. *Payment.* The CITY shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement and in **Exhibit 1**. The DEPARTMENT shall comply with the ARPA funding requirements listed at **Exhibits 2** and **3**. Any ARPA funding advanced to DEPARTMENT prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. *Reporting.* The DEPARTMENT agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and CITY to meet any reporting deadlines. The DEPARTMENT shall adhere to the instructions and format, including specific forms required by CITY and the U.S Department of Treasury for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4.**

5. *Audits.* The DEPARTMENT shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the DEPARTMENT's records with respect to matters covered by this Agreement. The DEPARTMENT shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records.* The DEPARTMENT shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

7. *Performance Management.* The DEPARTMENT shall collect performance data from subrecipients and grantees, as applicable, to measure progress towards achieving each grant's specific goals and objectives. The DEPARTMENT is required to establish performance reporting deadlines for subrecipients and grantees, as applicable, that match the reporting deadlines established in this Agreement (**Exhibit 4**). For example, if the DEPARTMENT reports to CITY monthly, then the DEPARTMENT is expected to collect performance data on a monthly basis. The DEPARTMENT should document the methodology for collecting and calculating performance data and use performance reports from subrecipients and grantees, as applicable, as the basis for monitoring, corrective action, and overall grant management.

8. *Subrecipient and Grantee Monitoring.* The DEPARTMENT shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress towards each grant's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-sight visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

E. CORRECTIVE ACTION AND TERMINATION

1. *Corrective Action.* Upon written notice, CITY may require the DEPARTMENT to take corrective action so the DEPARTMENT is in compliance with federal, state, or local laws, regulations, or rules related to the ARPA funding for the program. Corrective action may be required for but is not limited to instances in which the DEPARTMENT: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. CITY may require corrective action of the DEPARTMENT, including but not

be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.

2. *Termination.* Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to CITY forthwith. Any funds advanced to the DEPARTMENT for services not yet rendered shall be returned to the CITY immediately.

F. MODIFICATIONS AND AMENDMENTS

The DEPARTMENT may submit a written request to CITY asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the ARPA funding. The request should include an explanation for why an extension and/or program budget reallocation is needed and be provided to CITY at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. CITY will approve or deny the request in writing. The DEPARTMENT may not expend the ARPA funding under a reallocated program budget until such time they have received written approval from CITY. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the City of Warren City Council.

G. GENERAL PROVISIONS AND CONDITIONS

1. *Compliance with Laws.* The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the DEPARTMENT shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to the DEPARTMENT.

2. *Nondiscrimination.* The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The DEPARTMENT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* The DEPARTMENT shall not use different sources of federal funding to pay for the same services. The DEPARTMENT shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA, CARES or CDBG funding).

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of the State of Michigan and subject to the jurisdiction of a court of competent jurisdiction in Warren City.

5. *No Assignment.* This Agreement shall not be assigned by the DEPARTMENT to another party without the prior written approval of CITY. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

FOR CITY:
Lori Stone, Mayor
One City Square, Suite 215
Warren, Michigan 48093
mayor@cityofwarren.gov

FOR DEPARTMENT:
Oksana Urban, Director
Warren Library
One City Square, Suite 100
Warren, Michigan 48093
ourban@cityofwarren.gov

AND COPIES TO:
Warren City Attorney's Office
One City Square, Suite 400
Warren, Michigan 48093

Warren City Controller's Office
One City Square, Suite 425
Warren, Michigan 48093

7. *Headings*. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation*. The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement*. This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

MAYOR'S OFFICE

_____
WITNESS

By: _____
Lori Stone, Mayor

CITY CLERK

_____
WITNESS

By: _____
Sonja Buffa, City Clerk

WARREN PUBLIC LIBRARY DEPARTMENT

_____
WITNESS

By: _____
Oksana Urban, Director

WARREN

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The DEPARTMENT will implement the program in accordance with its proposal, as approved by CITY, which is attached hereto and incorporated herein.

2. The DEPARTMENT's implementation of the program may include but not be limited to contracting with subrecipients, grantees, or contractors, providing programmatic monitoring and oversight of subrecipients or grantees, as applicable, providing budget oversight, drafting reports, and overseeing program evaluation.

3. The DEPARTMENT supported by CITY will provide grant management, fiscal, and programmatic oversight for the subrecipients or grantees, as applicable.

4. The DEPARTMENT will work with subrecipients, grantees, and contractors to track program outcomes and will provide draft program reports to CITY as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by CITY.

5. The DEPARTMENT will receive invoices from subrecipients, grantees, and contractors, track expenditures, and complete draft fiscal reports for submission to CITY.

6. The DEPARTMENT supported by CITY will provide technical assistance and operational support to subrecipients or grantees, as needed.

7. The DEPARTMENT shall follow the instructions of CITY related to compliance with ARPA funding requirements.

PROJECT BUDGETS:

WARREN LIBRARY – MODULAR LIBRARY CONSTRUCTION	$2,000,000

EXHIBIT 2A

FUNDING SOURCE IDENTIFICATION – HALMICH PARK

Source of Funding:	**Federal**
Name of Awarding Agency:	U.S. DEPARTMENT of Treasury
Award Title:	American Rescue Plan Act ("ARPA") – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number:	21.027
City Award Identification:	Modular Library at Underwood Park
Term of Award:	October 1, 2024 through December 31, 2026
Award Amount:	$2,000,000

1. DEPARTMENT acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, DEPARTMENT shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. **Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

- **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
- **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
- **"Treasury's Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
- **Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;**
- **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;**
- **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and**
- **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 4. The term "Recipient" in the foregoing shall mean the DEPARTMENT.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. DEPARTMENT agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

EXHIBIT 3

AWARD TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT 4

REPORTING TERMS AND CONDITIONS

The DEPARTMENT shall submit performance reports about the activities funded under this Agreement. Reports shall provide the necessary information by email to the City Controller or designee. The Controller's Office will meet with the DEPARTMENT on quarterly basis to discuss performance, unless otherwise determined.

Performance Reports
All reports of finances, expenditures, and performance measures on ARPA-funded projects should be submitted to the Controller's Office **by the second Friday of each calendar quarter.** Every quarter, the DEPARTMENT will provide a narrative report on all project activities. Reporting frequency subject to change.

Calendar Year	Period of Activity	Monthly Report Due Date
2024	October 1, 2024 – December 31, 2024	January 15, 2025
2025	January 1, 2025 – March 31, 2025	April 15, 2025
2025	April 1, 2025 – June 30, 2025	July 15, 2025
2025	July 1, 2025 – September 30, 2025	October 15, 2025
2025	October 1, 2025 – December 31, 2025	January 15, 2026
2026	January 1, 2026 – March 31, 2026	April 15, 2026
2026	April 1, 2026 – June 30, 2026	July 15, 2026
2026	July 1, 2026 – September 30, 2026	October 15, 2026

Expenditure Category:
CAPITAL IMPROVEMENTS

Performance reports shall provide the following information:
COMPONENT OF PROJECT
TOTAL ESTIMATED COST OF PROJECT COMPONENT
COSTS INCURRED TO DATE
ESTIMATED COMPLETION DATE
VARIANCES FROM PREVIOUS REPORTS

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF WARREN
AND
WARREN PARKS & RECREATION DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Warren, Michigan:

Mayor and City Council of Warren ("CITY"), and
Warren Parks & Recreation Department ("DEPARTMENT").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $27,318,419 to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations;

WHEREAS, CITY has administered the process for ARPA funding and recommends the DEPARTMENT receive ARPA funding for its program as described in this Agreement;

WHEREAS, CITY and the DEPARTMENT wish to enter into this Agreement to delineate each other's responsibilities in regard to the ARPA funding for the program; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

CITY hereby agrees to provide ARPA funding, in the amount set forth herein, to the DEPARTMENT to facilitate the implementation of the program.

B. SCOPE OF PROGRAM

DEPARTMENT shall implement the program, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. TERM

The term of this Agreement shall begin on October 1, 2024, and end on December 31, 2026, unless terminated earlier in accordance with this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. *Funding.* Subject to the availability of ARPA funding, CITY shall provide funds to the DEPARTMENT for the program, in an amount not to exceed **$2,200,000 Dollars** for the term. Funding is allocated to two (2) projects administered by the DEPARTMENT, to wit, $1,000,000 for Restroom and other facilities at Halmich Park and $1,200,000 for construction of a splash pad at Weigand Park. Details of the projects are included in the Exhibits, appended hereto. Any expenses/costs incurred by DEPARTMENT in excess of this amount shall be the sole responsibility of DEPARTMENT.

2. *Budget.* DEPARTMENT agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget is part of the proposal at **Exhibit 1**.

3. *Payment.* The CITY shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement and in **Exhibit 1**. The DEPARTMENT shall comply with the ARPA funding requirements listed at **Exhibits 2A, 2B** and **3**. Any ARPA funding advanced to DEPARTMENT prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. *Reporting.* The DEPARTMENT agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and CITY to meet any reporting deadlines. The DEPARTMENT shall adhere to the instructions and format, including specific forms required by CITY and the U.S Department of Treasury for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4.**

5. *Audits.* The DEPARTMENT shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the DEPARTMENT's records with respect to matters covered by this Agreement. The DEPARTMENT shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records.* The DEPARTMENT shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

7. *Performance Management.* The DEPARTMENT shall collect performance data from subrecipients and grantees, as applicable, to measure progress towards achieving each grant's specific goals and objectives. The DEPARTMENT is required to establish performance reporting deadlines for subrecipients and grantees, as applicable, that match the reporting deadlines established in this Agreement (**Exhibit 4**). For example, if the DEPARTMENT reports to CITY monthly, then the DEPARTMENT is expected to collect performance data on a monthly basis. The DEPARTMENT should document the methodology for collecting and calculating performance data and use performance reports from subrecipients and grantees, as applicable, as the basis for monitoring, corrective action, and overall grant management.

8. *Subrecipient and Grantee Monitoring.* The DEPARTMENT shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress towards each grant's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-sight visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

E. CORRECTIVE ACTION AND TERMINATION

1. *Corrective Action.* Upon written notice, CITY may require the DEPARTMENT to take corrective action so the DEPARTMENT is in compliance with federal, state, or local laws, regulations, or rules related to the ARPA funding for the program. Corrective action may be required for but is not limited to instances in which the DEPARTMENT: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones

or timelines, or (d) misuses funds. CITY may require corrective action of the DEPARTMENT, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.

2. *Termination.* Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to CITY forthwith. Any funds advanced to the DEPARTMENT for services not yet rendered shall be returned to the CITY immediately.

F. MODIFICATIONS AND AMENDMENTS

The DEPARTMENT may submit a written request to CITY asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the ARPA funding. The request should include an explanation for why an extension and/or program budget reallocation is needed and be provided to CITY at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. CITY will approve or deny the request in writing. The DEPARTMENT may not expend the ARPA funding under a reallocated program budget until such time they have received written approval from CITY. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the City of Warren City Council.

G. GENERAL PROVISIONS AND CONDITIONS

1. *Compliance with Laws.* The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the DEPARTMENT shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to the DEPARTMENT.

2. *Nondiscrimination.* The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The DEPARTMENT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* The DEPARTMENT shall not use different sources of federal funding to pay for the same services. The DEPARTMENT shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA, CARES or CDBG funding).

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of the State of Michigan and subject to the jurisdiction of a court of competent jurisdiction in Warren City.

5. *No Assignment.* This Agreement shall not be assigned by the DEPARTMENT to another party without the prior written approval of CITY. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the

other party.

FOR CITY:
Lori Stone, Mayor
One City Square, Suite 215
Warren, Michigan 48093
mayor@cityofwarren.gov

AND COPIES TO:
Warren City Attorney's Office
One City Square, Suite 400
Warren, Michigan 48093

Warren City Controller's Office
One City Square, Suite 425
Warren, Michigan 48093

FOR DEPARTMENT:
Antony Casasanta
Acting Parks & Recreation Director
Warren Community Center
5460 Arden
Warren, Michigan 48092
acasasanta@cityofwarren.org

7. *Headings.* Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation.* The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement.* This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

MAYOR'S OFFICE

_____
WITNESS

By: _____
Lori Stone, Mayor

CITY CLERK

_____
WITNESS

By: _____
Sonja Buffa, City Clerk

PARKS & RECREATION DEPARTMENT

_____
WITNESS

By: _____
Anthony Casasanta, Acting Director

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The DEPARTMENT will implement the program in accordance with its proposal, as approved by CITY, which is attached hereto and incorporated herein.

2. The DEPARTMENT's implementation of the program may include but not be limited to contracting with subrecipients, grantees, or contractors, providing programmatic monitoring and oversight of subrecipients or grantees, as applicable, providing budget oversight, drafting reports, and overseeing program evaluation.

3. The DEPARTMENT supported by CITY will provide grant management, fiscal, and programmatic oversight for the subrecipients or grantees, as applicable.

4. The DEPARTMENT will work with subrecipients, grantees, and contractors to track program outcomes and will provide draft program reports to CITY as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by CITY.

5. The DEPARTMENT will receive invoices from subrecipients, grantees, and contractors, track expenditures, and complete draft fiscal reports for submission to CITY.

6. The DEPARTMENT supported by CITY will provide technical assistance and operational support to subrecipients or grantees, as needed.

7. The DEPARTMENT shall follow the instructions of CITY related to compliance with ARPA funding requirements.

PROJECT BUDGETS:

HALMICH PARK CAPITAL IMPROVEMENTS	$1,000,000
WEIGAND PARK SPLASH PAD CONSTRUCTION	$1,200,000

EXHIBIT 2A

FUNDING SOURCE IDENTIFICATION – HALMICH PARK

Source of Funding:	**Federal**
Name of Awarding Agency:	U.S. DEPARTMENT of Treasury
Award Title:	American Rescue Plan Act ("ARPA") – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number:	21.027
City Award Identification:	Halmich Park Restroom and Facilities Improvements
Term of Award:	October 1, 2024 through December 31, 2026
Award Amount:	$1,000,000

1. DEPARTMENT acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, DEPARTMENT shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. **Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

- **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
- **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
- **"Treasury's Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
- **Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;**
- **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;**
- **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and**
- **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 4. The term "Recipient" in the foregoing shall mean the DEPARTMENT.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. DEPARTMENT agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

EXHIBIT 2B

FUNDING SOURCE IDENTIFICATION – WEIGAND SPLASH PAD

Source of Funding:	**Federal**
Name of Awarding Agency:	U.S. DEPARTMENT of Treasury
Award Title:	American Rescue Plan Act ("ARPA") – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number:	21.027
City Award Identification:	Weigand Park Splash Pad
Term of Award:	October 1, 2024 through December 31, 2026
Award Amount:	$1,200,000

1. DEPARTMENT acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, DEPARTMENT shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. **Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

- **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
- **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
- **"Treasury's Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
- **Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;**
- **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;**
- **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and**
- **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 3. The term "Recipient" in the foregoing shall mean the DEPARTMENT.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. DEPARTMENT agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

EXHIBIT 3

AWARD TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT 4

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The DEPARTMENT shall submit performance reports about the activities funded under this Agreement. Reports shall provide the necessary information by email to the City Controller or designee. The Controller's Office will meet with the DEPARTMENT on quarterly basis to discuss performance, unless otherwise determined.

Performance Reports
All reports of finances, expenditures, and performance measures on ARPA-funded projects should be submitted to the Controller's Office **by the second Friday of each calendar quarter.** Every quarter, the DEPARTMENT will provide a narrative report on all project activities. Reporting frequency subject to change.

Calendar Year	Period of Activity	Monthly Report Due Date
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Expenditure Category:
CAPITAL IMPROVEMENTS

Performance reports shall provide the following information:
COMPONENT OF PROJECT
TOTAL ESTIMATED COST OF PROJECT COMPONENT
COSTS INCURRED TO DATE
ESTIMATED COMPLETION DATE
VARIANCES FROM PREVIOUS REPORTS

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF WARREN
AND
WARREN PUBLIC SERVICE DEPARTMENT

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of Warren, Michigan:

Mayor and City Council of Warren ("CITY"), and
Warren Public Service Department ("DEPARTMENT").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided $27,318,419 to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations;

WHEREAS, CITY has administered the process for ARPA funding and recommends the DEPARTMENT receive ARPA funding for its program as described in this Agreement;

WHEREAS, CITY and the DEPARTMENT wish to enter into this Agreement to delineate each other's responsibilities in regard to the ARPA funding for the program; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

CITY hereby agrees to provide ARPA funding, in the amount set forth herein, to the DEPARTMENT to facilitate the implementation of the program.

B. SCOPE OF PROGRAM

DEPARTMENT shall implement the program, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. TERM

The term of this Agreement shall begin on October 1, 2024, and end on December 31, 2026, unless terminated earlier in accordance with this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. *Funding.* Subject to the availability of ARPA funding, CITY shall provide funds to the DEPARTMENT for the program, in an amount not to exceed **$1,070,271 Dollars** for the term. Funding is allocated for the watermain and sanitary sewer line replacements, as needed, throughout the City of Warren. Details of the project is included in the Exhibits, appended hereto. Any expenses/costs incurred by DEPARTMENT in excess of this amount shall be the sole responsibility of DEPARTMENT.

2. *Budget*. DEPARTMENT agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget is part of the proposal at **Exhibit 1**.

3. *Payment*. The CITY shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used to provide the services described in this Agreement and in **Exhibit 1**. The DEPARTMENT shall comply with the ARPA funding requirements listed at **Exhibits 2** and **3**. Any ARPA funding advanced to DEPARTMENT prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. *Reporting*. The DEPARTMENT agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and CITY to meet any reporting deadlines. The DEPARTMENT shall adhere to the instructions and format, including specific forms required by CITY and the U.S Department of Treasury for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4.**

5. *Audits*. The DEPARTMENT shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the DEPARTMENT's records with respect to matters covered by this Agreement. The DEPARTMENT shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records*. The DEPARTMENT shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

7. *Performance Management*. The DEPARTMENT shall collect performance data from subrecipients and grantees, as applicable, to measure progress towards achieving each grant's specific goals and objectives. The DEPARTMENT is required to establish performance reporting deadlines for subrecipients and grantees, as applicable, that match the reporting deadlines established in this Agreement (**Exhibit 4**). For example, if the DEPARTMENT reports to CITY monthly, then the DEPARTMENT is expected to collect performance data on a monthly basis. The DEPARTMENT should document the methodology for collecting and calculating performance data and use performance reports from subrecipients and grantees, as applicable, as the basis for monitoring, corrective action, and overall grant management.

8. *Subrecipient and Grantee Monitoring*. The DEPARTMENT shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress towards each grant's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-sight visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

E. CORRECTIVE ACTION AND TERMINATION

1. *Corrective Action*. Upon written notice, CITY may require the DEPARTMENT to take corrective action so the DEPARTMENT is in compliance with federal, state, or local laws, regulations, or rules related to the ARPA funding for the program. Corrective action may be required for but is not limited to instances in which the DEPARTMENT: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. CITY may require corrective action of the DEPARTMENT, including but not

be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.

2. *Termination.* Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to CITY forthwith. Any funds advanced to the DEPARTMENT for services not yet rendered shall be returned to the CITY immediately.

F. MODIFICATIONS AND AMENDMENTS

The DEPARTMENT may submit a written request to CITY asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the ARPA funding. The request should include an explanation for why an extension and/or program budget reallocation is needed and be provided to CITY at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. CITY will approve or deny the request in writing. The DEPARTMENT may not expend the ARPA funding under a reallocated program budget until such time they have received written approval from CITY. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the City of Warren City Council.

G. GENERAL PROVISIONS AND CONDITIONS

1. *Compliance with Laws.* The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the DEPARTMENT shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to the DEPARTMENT.

2. *Nondiscrimination.* The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The DEPARTMENT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* The DEPARTMENT shall not use different sources of federal funding to pay for the same services. The DEPARTMENT shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA, CARES or CDBG funding).

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of the State of Michigan and subject to the jurisdiction of a court of competent jurisdiction in Warren City.

5. *No Assignment.* This Agreement shall not be assigned by the DEPARTMENT to another party without the prior written approval of CITY. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

FOR CITY:
Lori Stone, Mayor
One City Square, Suite 215
Warren, Michigan 48093
mayor@cityofwarren.gov

FOR DEPARTMENT:
David Muzzarelli, Director
Warren Public Service Department
One City Square, Suite 320
Warren, Michigan 48093
dmuzzarelli@cityofwarren.gov

AND COPIES TO:
Warren City Attorney's Office
One City Square, Suite 400
Warren, Michigan 48093

Warren City Controller's Office
One City Square, Suite 425
Warren, Michigan 48093

7. *Headings.* Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation.* The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement.* This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

MAYOR'S OFFICE

_____
WITNESS

By: _____
Lori Stone, Mayor

CITY CLERK

_____
WITNESS

By: _____
Sonja Buffa, City Clerk

WARREN PUBLIC SERVICE DEPARTMENT

_____
WITNESS

By: _____
David Muzzarelli, Director

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The DEPARTMENT will implement the program in accordance with its proposal, as approved by CITY, which is attached hereto and incorporated herein.

2. The DEPARTMENT's implementation of the program may include but not be limited to contracting with subrecipients, grantees, or contractors, providing programmatic monitoring and oversight of subrecipients or grantees, as applicable, providing budget oversight, drafting reports, and overseeing program evaluation.

3. The DEPARTMENT supported by CITY will provide grant management, fiscal, and programmatic oversight for the subrecipients or grantees, as applicable.

4. The DEPARTMENT will work with subrecipients, grantees, and contractors to track program outcomes and will provide draft program reports to CITY as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by CITY.

5. The DEPARTMENT will receive invoices from subrecipients, grantees, and contractors, track expenditures, and complete draft fiscal reports for submission to CITY.

6. The DEPARTMENT supported by CITY will provide technical assistance and operational support to subrecipients or grantees, as needed.

7. The DEPARTMENT shall follow the instructions of CITY related to compliance with ARPA funding requirements.

PROJECT BUDGETS:

WARREN PUBLIC SERVICE DEPARTMENT

EXHIBIT 2A

FUNDING SOURCE IDENTIFICATION – WARREN SIDEWALK REPAIRS

Source of Funding:	**Federal**
Name of Awarding Agency:	U.S. DEPARTMENT of Treasury
Award Title:	American Rescue Plan Act ("ARPA") – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number:	21.027
City Award Identification:	Watermain and Sanitary Sewer Line Replacements throughout the City of Warren
Term of Award:	October 1, 2024 through December 31, 2026
Award Amount:	$1,070,271

1. DEPARTMENT acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, DEPARTMENT shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. **Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

- **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
- **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
- **"Treasury's Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
- **Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;**
- **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;**
- **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and**
- **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 4. The term "Recipient" in the foregoing shall mean the DEPARTMENT.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. DEPARTMENT agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

EXHIBIT 3

AWARD TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT 4

REPORTING TERMS AND CONDITIONS

The DEPARTMENT shall submit performance reports about the activities funded under this Agreement. Reports shall provide the necessary information by email to the City Controller or designee. The Controller's Office will meet with the DEPARTMENT on quarterly basis to discuss performance, unless otherwise determined.

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All reports of finances, expenditures, and performance measures on ARPA-funded projects should be submitted to the Controller's Office **by the second Friday of each calendar quarter.** Every quarter, the DEPARTMENT will provide a narrative report on all project activities. Reporting frequency subject to change.

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Expenditure Category:
CAPITAL IMPROVEMENTS

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COMPONENT OF PROJECT
TOTAL ESTIMATED COST OF PROJECT COMPONENT
COSTS INCURRED TO DATE
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BETWEEN
CITY OF WARREN
AND
WARREN PUBLIC SERVICE DEPARTMENT

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WHEREAS, CITY and the DEPARTMENT wish to enter into this Agreement to delineate each other's responsibilities in regard to the ARPA funding for the program; and

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5. *Audits*. The DEPARTMENT shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the DEPARTMENT's records with respect to matters covered by this Agreement. The DEPARTMENT shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records*. The DEPARTMENT shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later.

7. *Performance Management*. The DEPARTMENT shall collect performance data from subrecipients and grantees, as applicable, to measure progress towards achieving each grant's specific goals and objectives. The DEPARTMENT is required to establish performance reporting deadlines for subrecipients and grantees, as applicable, that match the reporting deadlines established in this Agreement (**Exhibit 4**). For example, if the DEPARTMENT reports to CITY monthly, then the DEPARTMENT is expected to collect performance data on a monthly basis. The DEPARTMENT should document the methodology for collecting and calculating performance data and use performance reports from subrecipients and grantees, as applicable, as the basis for monitoring, corrective action, and overall grant management.

8. *Subrecipient and Grantee Monitoring*. The DEPARTMENT shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress towards each grant's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-sight visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

E. CORRECTIVE ACTION AND TERMINATION

1. *Corrective Action*. Upon written notice, CITY may require the DEPARTMENT to take corrective action so the DEPARTMENT is in compliance with federal, state, or local laws, regulations, or rules related to the ARPA funding for the program. Corrective action may be required for but is not limited to instances in which the DEPARTMENT: (a) fails to file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. CITY may require corrective action of the DEPARTMENT, including but not

be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.

2. *Termination.* Either party may terminate this Agreement by giving to the other party written notification prior to termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to CITY forthwith. Any funds advanced to the DEPARTMENT for services not yet rendered shall be returned to the CITY immediately.

F. MODIFICATIONS AND AMENDMENTS

The DEPARTMENT may submit a written request to CITY asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the ARPA funding. The request should include an explanation for why an extension and/or program budget reallocation is needed and be provided to CITY at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. CITY will approve or deny the request in writing. The DEPARTMENT may not expend the ARPA funding under a reallocated program budget until such time they have received written approval from CITY. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the City of Warren City Council.

G. GENERAL PROVISIONS AND CONDITIONS

1. *Compliance with Laws.* The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the DEPARTMENT shall constitute a material breach of this Agreement and shall entitle CITY to terminate this Agreement immediately upon delivery of written notice of termination to the DEPARTMENT.

2. *Nondiscrimination.* The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The DEPARTMENT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* The DEPARTMENT shall not use different sources of federal funding to pay for the same services. The DEPARTMENT shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA, CARES or CDBG funding).

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of the State of Michigan and subject to the jurisdiction of a court of competent jurisdiction in Warren City.

5. *No Assignment.* This Agreement shall not be assigned by the DEPARTMENT to another party without the prior written approval of CITY. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

FOR CITY:
Lori Stone, Mayor
One City Square, Suite 215
Warren, Michigan 48093
mayor@cityofwarren.gov

FOR DEPARTMENT:
David Muzzarelli, Director
Warren Public Service Department
One City Square, Suite 320
Warren, Michigan 48093
dmuzzarelli@cityofwarren.gov

AND COPIES TO:
Warren City Attorney's Office
One City Square, Suite 400
Warren, Michigan 48093

Warren City Controller's Office
One City Square, Suite 425
Warren, Michigan 48093

7. *Headings*. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation*. The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement*. This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

MAYOR'S OFFICE

_____ By: _____
WITNESS Lori Stone, Mayor

CITY CLERK

_____ By: _____
WITNESS Sonja Buffa, City Clerk

WARREN PUBLIC SERVICE DEPARTMENT

_____ By: _____
WITNESS David Muzzarelli, Director

EXHIBIT 1

SCOPE OF SERVICES AND BUDGET

1. The DEPARTMENT will implement the program in accordance with its proposal, as approved by CITY, which is attached hereto and incorporated herein.

2. The DEPARTMENT's implementation of the program may include but not be limited to contracting with subrecipients, grantees, or contractors, providing programmatic monitoring and oversight of subrecipients or grantees, as applicable, providing budget oversight, drafting reports, and overseeing program evaluation.

3. The DEPARTMENT supported by CITY will provide grant management, fiscal, and programmatic oversight for the subrecipients or grantees, as applicable.

4. The DEPARTMENT will work with subrecipients, grantees, and contractors to track program outcomes and will provide draft program reports to CITY as requested. Information from the reports will be summarized and sent to the U.S. Department of Treasury by CITY.

5. The DEPARTMENT will receive invoices from subrecipients, grantees, and contractors, track expenditures, and complete draft fiscal reports for submission to CITY.

6. The DEPARTMENT supported by CITY will provide technical assistance and operational support to subrecipients or grantees, as needed.

7. The DEPARTMENT shall follow the instructions of CITY related to compliance with ARPA funding requirements.

PROJECT BUDGETS:

WARREN PUBLIC SERVICE DEPARTMENT

WARREN

EXHIBIT 2A

FUNDING SOURCE IDENTIFICATION – WARREN SIDEWALK REPAIRS

Source of Funding:	**Federal**
Name of Awarding Agency:	U.S. DEPARTMENT of Treasury
Award Title:	American Rescue Plan Act ("ARPA") – Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number:	21.027
City Award Identification:	Sidewalk Repairs throughout the City of Warren
Term of Award:	October 1, 2024 through December 31, 2026
Award Amount:	$1,800,000

1. DEPARTMENT acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, DEPARTMENT shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals. **Specific requirements of the funding source are incorporated herein, which include but are not limited to the following:**

- **Sections 602 and 603 of the Social Security Act, as added by Section 9901 of ARPA;**
- **Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities, the most current version;**
- **"Treasury's Portal for Recipient Reporting State and Local Fiscal Recovery Funds, the most current version;**
- **Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35 and effective April 1, 2022;**
- **Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, the most current version;**
- **2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the Treasury may determine are inapplicable to the ARPA funding and subject to such exceptions as may be otherwise provided by the Treasury; and**
- **U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit 4. The term "Recipient" in the foregoing shall mean the DEPARTMENT.**

2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of this Agreement or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control and shall amend the Agreement to the extent, and only to the extent, of the conflict.

3. DEPARTMENT agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state, or local statute, ordinance, rule, or regulation or by policy announced by the City.

EXHIBIT 3

AWARD TERMS AND CONDITIONS

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT 4

REPORTING TERMS AND CONDITIONS

The DEPARTMENT shall submit performance reports about the activities funded under this Agreement. Reports shall provide the necessary information by email to the City Controller or designee. The Controller's Office will meet with the DEPARTMENT on quarterly basis to discuss performance, unless otherwise determined.

Performance Reports
All reports of finances, expenditures, and performance measures on ARPA-funded projects should be submitted to the Controller's Office **by the second Friday of each calendar quarter.** Every quarter, the DEPARTMENT will provide a narrative report on all project activities. Reporting frequency subject to change.

Calendar Year	Period of Activity	Monthly Report Due Date
2024	October 1, 2024 – December 31, 2024	January 15, 2025
2025	January 1, 2025 – March 31, 2025	April 15, 2025
2025	April 1, 2025 – June 30, 2025	July 15, 2025
2025	July 1, 2025 – September 30, 2025	October 15, 2025
2025	October 1, 2025 – December 31, 2025	January 15, 2026
2026	January 1, 2026 – March 31, 2026	April 15, 2026
2026	April 1, 2026 – June 30, 2026	July 15, 2026
2026	July 1, 2026 – September 30, 2026	October 15, 2026

Expenditure Category:
CAPITAL IMPROVEMENTS

Performance reports shall provide the following information:
COMPONENT OF PROJECT
TOTAL ESTIMATED COST OF PROJECT COMPONENT
COSTS INCURRED TO DATE
ESTIMATED COMPLETION DATE
VARIANCES FROM PREVIOUS REPORTS

CITY OF WARREN, MICHIGAN - AMERICAN RESCUE PLAN ACT FUNDING COMMITMENTS

The City is rapidly approaching a critical deadline for the use of American Rescue Plan Act ("ARPA) monies. Funds not formally obligated by December 31, 2024, will have to be refunded to the federal government.

The City was allocated $27,318,439 under ARPA. Funds were physically received in two equal (2) payments. The first installment of $13,659,219.50 was received on May 19, 2021 with the balance received June 6, 2022.

The following is a summary of the ARPA activity to date:

Approval Date		Amount	Expended	Balance
	Water & Sewer Infrastructure Projects:			
12/21/2021	Yvonne & Yvette (Schoenherr to DeMott)	$ 265,000	$ 265,000	$ -
12/21/2021	Beierman (9 Mile to Stephens)	650,000	650,000	-
12/21/2021	Warner (Stephens to 10 Mile)	569,644	569,644	-
12/21/2021	Arden Avenue (Chalfonte to Exeter)	150,000	150,000	-
12/21/2021	Cosgrove Drive (Fenwick to Martin)	380,356	380,356	-
12/21/2021	Chicago Road (13 Mile to Van Dyke)	833,712	833,712	-
12/21/2021	Innovate Mound	12,109,950	6,989,679	5,120,271
		14,958,662	9,838,391	5,120,271
	Administrative & Compliance:			
7/27/2021	Guidehouse	409,777	121,642	288,135
	Original Allocation of ARPA funds	15,368,439	9,960,033	5,408,406
FY2023 Budget	**Modular Library**	2,000,000	233,480	1,766,520
FY2024 Budget	**Parks & Recreation - Halmich Park Bathroom Renovations**	1,000,000	349,960	650,040
9/26/2023	**Parks & Recreation - Weigand Park Splash Pad**	1,200,000	986,862	213,138
	TOTAL ALLOCATED FUNDS	$ 19,568,439	$ 11,530,335	$ 8,038,104

The Expended amount for Innovate Mound includes a County estimate of $530,000 to complete the project. The Expended amounts for the Modular Library and Parks & Recreation Halmich Park are contract awards not physical expenditures.

$19,568,439 of the $27,318,439 ARPA award has been apportioned to various projects. The balance of $7,750,000 has not been formally allocated to any project.

There are three categories of funding issues to address to meet the obligation challenge by the December 31, 2024 deadline. The first, the easiest one, involves the Guidehouse contract. There is a formal contract award so the contract amount is considered obligated. If it appears that the full amount will be not spent before the spending deadline of December 31, 2026 any "excess funds" can be reallocated to other existing approved projects.

There is also Innovate Mound where there the obligated amount includes $530,000 that is estimated cost to complete the project but not physically spent. Again, because of the agreement with the County, the obligated criterion of ARPA is met. If the final amount ends up less than the estimate, funds not used can be reallocated. The difference between the initial allocation and the obligated amount ($5,120,271) must be reappropriated to an eligible project or projects.

The second category relates to projects that have been approved but the full amount has not been contractually obligated. The Library and the two (2) Parks & Recreation projects fall into that group. There is a mechanism within the ARPA where we can meet the obligation requirement – Memorandums of Understanding. According to the SLFRF Final Rule Frequently Asked Questions dated March 24, 2024, the U.S. "Treasury considers an interagency agreement, including an agreement in the form of a memorandum of understanding (MOU), to constitute a "transaction requiring payment" similar to a contract or subaward and therefore an obligation for purposes of the SLFRF rule."

This basically is a formal agreement two components of city government. For the projects above, there would be one (1) interagency agreements with the components being the Mayor and City Council as one component and the Library as the other and another agreement with the Mayor and City Council as one component and the Parks & Recreation as the other. There are conditions to be met which we will work with Guidehouse and our legal staff to address.

The third category is really two-part. There is $7,750,000 that has not been allocated and $5,120,271 remaining on the Innovate Mound project, resulting from the County substantially

over estimating the infrastructure cost for Innovate Mound. A total of $12,870,271 needs to be obligated.

RECOMMENDED ALLOCATIONS

$10,000,000 allocated to FY2025 Police & Fire Salaries under Expenditure Category 6.1 – Provision of Government Services

$1,800,000 allocated to Sidewalk Replacement under Expenditure Category 2.22 Strong Healthy Communities

$1,070,271 allocated to Infrastructure Replacement under Expenditure Category 5.11 Drinking Water Transmission & Distribution

$10,000,000 of the amount can be allocated to Police & Fire Salaries under the ARPA "revenue loss" provisions. This will supplant General Fund revenues and/or fund balance used to support those costs in the Fiscal 2025 Budget. **In turn, those monies can be reallocated to other purposes, such as the earmarks for housing improvements and parks projects referenced in City Council's resolution adopting the 2025 budget as follows:**

GENERAL FUND RESERVE

- *$5,000,000 – to be earmarked and reserved for upgrades to substandard homes. Economic criteria and accounting recordkeeping to be determined.*

- *$2,750,000 – to be earmarked for Recreational Capital Improvements Funds to be transferred as projects are approved.*

ACTIONS REQUIRED

To commit unallocated and unused ARPA monies to eligible projects:

1. Council resolution approving the use of $10,000,000 for Police & Fire Salaries under SLFRF (State and Local Fiscal Recovery Funds) Expenditure Category 6.1 – Provision of Government Services.
2. Council resolution approving the use of $1,800,000 for Sidewalk Replacement under SLFRF Expenditure Category 2.22 – Neighborhood Features that Promote Improved Health and Safety Outcomes.
3. Council resolution approving the use of $1,070,271 for Infrastructure Replacement under SLFRF Expenditure Category 5.11 – Drinking Water Transmission and Distribution

NOTE: The resolution will also include restating project eligibility for both Weigand Splash Pad and Halmich Park Bathroom Renovations from SLFRF Expenditure Category 6.1 to 2.22 and amending the Expenditure Category for the Modular Library to 2.25

To meet the ARPA "Obligation Requirement":

1. Memorandums of Understanding for-
    - Parks & Recreation projects for Halmich Park Bathroom Renovations and Weigand Park Splash Pad construction
    - Modular Library construction
    - Sidewalk Repairs
    - Infrastructure Replacement

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

October 23, 2024

Ms. Mindy Moore
City Council Secretary

RE: CONSIDERATION AND ADOPTION OF RESOLUTION to Award Bid and Approve Contract for City Project WWTP-23-003, Main Pump Station Drywell Column Repair (ITB-W-1329) to the only bidder, Z Contractors, Inc. in the total bid amount not to exceed $2,072,810.00 and authorizing Mayor and Clerk to execute a Contract.

Electronic bids were received and publicly read via Zoom Video Conferencing on October 9, 2024 for the City project WWTP-23-003, Main Pump Station Drywell Column Repair (ITB-W-1329). The project was advertised on the BidNet Direct (MITN) procurement system on September 11, 2024.

The scope of the project includes rehabilitation of a deteriorated 45 foot tall structural support column located in the drywell part of the WWTP's service building, as well as pressure injection repairs of weeping cracks in various locations of the main pump station's caisson.

The sole bidder is Z Contractors, Inc., in the base bid amount of $1,756,310.00 and a grand total bid amount of $2,597,110 including Allowances No. 1 thru 4 as can be seen in the attached tabulation of bids.

Z Contractors, Inc. has satisfactorily completed similar work bid at other facilities in the Metro area and appears to be qualified to perform the project work.

Based on the review of the bids, it is recommended that an award of bid and Contract WWTP-23-003, Main Pump Station Drywell Column Repair (ITB-W-1329) be made to the sole bidder Z Contractors, Inc., in the base bid amount of $1,756,310.00, plus work covered under the Allowance #1 ($158,250.00) and Allowance #2 ($158,250.00), resulting in a total bid and contract award amount not to exceed $2,072,810.00.

The contract form has been sent to the City's Attorney's office for review on October 18, 2024 and should the review result in any updates to the front end documents, they will be addressed prior to execution of the contract.

The availability of the funding for this work, as stated in the attached City Council resolution, has been confirmed and approved by the Budget Director.

Please place this item on the November 12, 2024 or the next available City Council agenda for consideration and approval.

Should you have any questions regarding this matter, I can be reached in my office at (586) 264-2530 ext. 8103.

Sincerely,

Donna Dordeski, P.E.
WWTP Division Head

Read and Concurred:

David Muzzarelli
Public Service Director

Read and Concurred:

Craig Treppa
Purchasing Agent

Funding Approval:

Kristina Battle
Budget Director

Contract Form Approval:

Mary Michaels
Acting City Attorney

Recommended to Council:

Lori, M. Stone
Mayor

DD/agc

Attachments: Bid tabulation
City Council Resolution

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

Bid Tabulation Summary:

WWTP-23-003
Main Pump Drywell Column Repair
ITB-W-1329

Bid Opening Date: October 9, 2024

Bidder:		
Z Contractors, Inc.	$1,756,310.00	Total Base Bid Amount
	$158,250.00	Allowance 1
	$158,250.00	Allowance 2
	$158,250.00	Allowance 3 *
	$840,800.00	Allowance 4 *
	$2,597,110.00	Total of Base Bid and Allowances 1 thru 4

Note: * Allowances 3 and 4 Not Selected for Award Recommendation

City of Warren: Drywell Column Repairs
2024 Bid Tabulation

			2024 Z Contractors			
Mark ID		Description	Unit	QTY	Unit Cost	Bid Amount
		BASE BID				
1		Mobilization				$85,000.00
2		Structural Items				
	a	Steel Banding, Col 4B	LB	11,180	$17.00	$190,060.00
	b	Steel Banding, Col 4D	LB	2,100	$17.00	$35,700.00
	c	Concrete Column Repair Type 1	CFT	75	$2,668.00	$200,100.00
	d	Pressure Injection of Non-Weeping Cracks Repair Type 2A	FT	15	$150.00	$2,250.00
	e	Concrete Repair Type 3	LS	1	$4,000.00	$4,000.00
	f	Concrete Repair Type 4	EA	30	$800.00	$24,000.00
	g	Discharge Pipe Replacement	LS	1	$92,000.00	$92,000.00
	h	Column Scaffolding	EA	2	$315,000.00	$630,000.00
3		Electrical Items				
	a	Remove and Relocate 4800V Conduit and Conductors Feeding Pumps 3, 4 and 5 Complete	LS	1	$188,500.00	$188,500.00
	b	Remove and Relocate 4800V Conduit and Conductors Feeding Pumps 1, and 2 Complete	LS	1	$165,700.00	$165,700.00
		Low Voltage Electrical Work Complete	LS	1	$89,000.00	$89,000.00
4		Unforseen Field Changes	Allow	1	$50,000.00	$50,000.00
		TOTAL BASE BID AMOUNT				**$1,756,310.00**

		ALLOWANCES	Unit	QTY	Unit Cost	Bid Amount
1		Pipe Repairs Near Column Line A2				
		Scaffolding	EA	1	$150,000.00	$150,000.00
		Pressure Injection of Weeping Cracks Repair Type 2B	FT	55	$150.00	$8,250.00
		Allowance 1 Subtotal				$158,250.00
2		Pipe Repairs Near Column LineE2.5				
		Scaffolding	EA	1	$150,000.00	$150,000.00
		Pressure Injection of Weeping Cracks Repair Type 2B	FT	55	$150.00	$8,250.00
		Allowance 2 Subtotal				$158,250.00
3		Pipe Repairs Near Column Line D2				
		Scaffolding	EA	1	$150,000.00	$150,000.00
		Pressure Injection of Weeping Cracks Repair Type 2B	FT	55	$150.00	$8,250.00
		Allowance 3 Subtotal				$158,250.00
4		Elevated Walkway Repairs				
	a	Elevated Walkway Repair Type 8A	EA	8	$12,000.00	$96,000.00
	b	Elevated Walkway Repir Type 8B	EA	15	$12,000.00	$180,000.00
	c	Elevated Walkway Repiar Type 8C	EA	3	$12,000.00	$36,000.00
	d	Elevated Walkway Repair Type 9A	LB	475	$70.00	$33,250.00
	e	Elevated Repair Type 9B	LB	260	$80.00	$20,800.00
		Allowance 4 Subtotal				$366,050.00
		ALLOWANCES TOTAL				**$840,800.00**
		TOTAL OF BASE BID AND ALLOWANCES				**$2,597,110.00**

RESOLUTION TO AWARD BID AND CONTRACT FOR
CITY PROJECT WWTP-23-003
MAIN PUMP STATION DRYWELL COLUMN REPAIR
(ITB-W-1329)
TO Z CONTRACTORS, INC.

At a _____meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024, at 7 p.m. Eastern ____ _____ 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 October 9, 2024, bids were received for City Project WWTP-23-003, Main Pump Station Drywell Column Repairs (ITB-W-1329), pursuant to the standard sealed bid procedure.

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

The WWTP Division Head has recommended that the contract for project WWTP-23-003, Main Pump Station Drywell Column Repairs (ITB-W-1329) be awarded to the only bidder, Z Contractors, Inc., in the total bid amount not to exceed $2,072,810.00 (base bid in the amount of $1,756,310.00, plus Allowance # 1 in the amount of $158,250.00, plus Allowance # 2 in the amount of $158,250.00).

Funding for this work is available in the 2020 Public Utility Revenue Bond Reserve as budgeted in the FY2025 Budget, Capital Outlay account 592-9047-98080.

The Contract Documents include the Advertisement for Bids, Instructions to Bidders, Section 200 – General Conditions, the Proposal, Special Project Requirements, the Contract, Performance Bond, Payment Bond for Labor, Materials and Equipment Rental, Maintenance and Guarantee Bond, Certificate of Worker's Compensation Insurance, Division 1 – General Requirements, Division 2 – Site Work, Division 3 – Concrete, Division 5 – Metals, and Division 16 – Electrical, Appendices A thru D and Addendum 1.

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the WWTP Division Head, and subject to the execution of a written agreement by the City and Z Contractors, Inc., that the City Council by formal motion approves the award of contract WWTP-23-003, Main Pump Station Drywell Column Repairs (ITB-W-1329) to the only bidder, Z Contractors, Inc., 50500 Design Lane, Shelby Twp., MI 48315, in the total bid amount not to exceed $2,072,810.00 (base bid in the amount of $1,756,310.00, plus Allowance # 1 in the amount of $158,250.00, plus Allowance # 2 in the amount of $158,250.00).

IT IS FURTHER RESOLVED, that upon approval of the final contract in a form that meets with the approval of the City Attorney, together with all required insurance certificates, bonds and required documents, the Mayor and City Clerk are authorized to execute the contract WWTP-23-003, Main Pump Station Drywell Column Repairs (ITB-W-1329) to Z Contractors, Inc., 50500 Design Lane, Shelby Twp., MI 48315, in the total bid amount not to exceed $2,072,810.00 (base bid in the amount of $1,756,310.00, plus Allowance # 1 in the amount of $158,250.00, plus Allowance # 2 in the amount of $158,250.00), consistent with the terms of the bid for City Project WWTP-23-003, Main Pump Station Drywell Column Repairs (ITB-W-1329) and the City of Warren WWTP Contract Documents.

AYES: Councilpersons: _____

_____

NAYS: Councilpersons: _____

_____

RESOLUTION DECLARED ADOPTED this_____day of_____, 2024

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City 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

_____, 2024.

_____
SONJA BUFFA
City Clerk

WARREN
LORI STONE - MAYOR

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

October 23, 2024

Council Secretary Mindy Moore
City of Warren

RE: Amendment to City of Warren Bond Ordinance
Public Utility System Revenue Bonds Series 2020

Honorable Council Secretary:

The Fiscal 2025 Water & Sewer Budget includes Waste Water Treatment Drywell Column Repairs to be funded from the residual funds from the 2020 Public Utility Revenue Bond issue. On the advice of bond counsel, an amendment to the bond ordinance is necessary facilitate the use of bond proceeds.

Available funds in the 2020 Public Utility Bond Reserve total $2,411.739.52 as of June 30, 2024. The attached bond ordinance amendment for City Council approval includes the allocation residual funds first toward the Waste Water Treatment Plant Dry Well Column Repair Project and allocates the remaining funds toward the cost of 10 Mile Road Water Main Replacement (Ryan Road to Mound Road).

Please place this item on the agenda for the November 12, 2024, City Council meeting. Bond counsel and city staff will be available to address any questions you may have.

Sincerely,

Mark Knapp
Assistant City Controller

Concurred,

Lori Stone
Mayor

attachments

CITY OF WARREN

At a Regular meeting of the City Council of the City of Warren, Michigan, held on 22nd day of October, 2024, at 7:00 p.m., Eastern Time, at the Council Chamber at the Warren Community Center Auditorium in Warren, Michigan.

PRESENT: _____

_____

ABSENT: _____

The following preambles and resolution were offered by _____

and seconded by _____:

AMENDMENT TO BOND ORDINANCE
CITY OF WARREN
PUBLIC UTILITY SYSTEM REVENUE BONDS SERIES 2020

WHEREAS, the City Council (the "Council") of the City of Warren, Michigan, (the "City"), authorized the City to issue its Public Utility System Revenue Bonds Series 2020 (the "Bonds") in the aggregate of not to exceed $7,530,000 pursuant to the terms of Act No. 94, Public Acts of Michigan, 1933 as amended ("Act 94") and pursuant to an Ordinance adopted by the Council on October 27, 2020; and

WHEREAS, after the Bonds were issued it was determined that there remained unspent proceeds due to changes in various project work scopes resulting in reductions of costs leaving approximately $2,411,739.52 available for other projects; and

WHEREAS, in order to use this available money the City wishes to add the projects described in Appendix A attached hereto (the "Additional Projects").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WARREN, MICHIGAN, AS FOLLOWS:

1. Paragraph 1 of the Bond Ordinance adopted on October 27, 2020 is hereby amended to read as follows:

"1. **Approval of Plans**: The preliminary plans and estimates relating to the Public Utility System Revenue Bonds Series 2020 identified in EXHIBIT A in the Bond Ordinance as changed by Appendix A attached hereto are hereby approved and ordered filed with the City Clerk."

2. All Ordinances and parts of ordinances and resolutions in conflict with the foregoing are hereby rescinded.

3. This Amendment to Ordinance shall be published in full in the Warren Weekly, a newspaper of general circulation in the City, qualified under state law to publish legal notices promptly after its adoption and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and City Clerk.

4. Pursuant to the provisions of Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and accordingly this Ordinance shall be immediately effective upon its adoption.

5. A roll call vote on the foregoing ordinance was then taken, and was as follows:

YES: _____

NO: _____

ABSTAIN: _____

The resolution was declared adopted.

CITY CLERK'S CERTIFICATE

The undersigned, being the Clerk of the City of Warren, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of an amendment to an Ordinance duly adopted by the City Council at a Regular meeting held on October 22, 2024, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the City Council in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

_____

_____, City Clerk

APPENDIX A

PART 1

Project Description

City of Warren 2020 Capital Improvement Bond Issue Amendment - New Project Description:

The City of Warren will be constructing the following new project to repair deteriorated structural support column in the Dry Well of the Service Building at the City's Waste Water Treatment Plant facility.

The location of the new project is within City owned land, as described below:

Warren Waste Water Treatment Plant Dry Well Column Repair Project

Location: City of Warren Waste Water Treatment Plant Facility located at 32360 Warkop, Warren, Michigan, 48093.

General Description of Work: Rehabilitation of structural support column located in the Dry Well of the Service Building at the Warren Waste Water Treatment Plant. The Column is approximately 65 feet high, and provided structural support for the Waste Water Treatment Plan Service Building. Including all related appurtenances and restoration of areas disturbed by construction. Inclusive of all engineering, inspection, testing and permitting costs associated with the execution and completion of work.

PART 2

Project Description

10 Mile Road Water Main Replacement (Ryan Road to Mound Road)

Installation of approximately 5,300 linear feet of 12" water main, including hydrants, gate valves, appurtenances and the abandonment of the existing water main along the south side of 10 Mile Road from Ryan Road to Mound Road.

Period of Usefulness of the Project, Part 1 and Part 2

Not less than 30 years from the date of completion.

NOTE: The Drywell Column Repair Project will be first priority in the use of the 2020 Capital Improvement Bond Issue residual funds. The balance remaining, if any, will be allocated toward the cost of the 10 Mile Road Water Main Replacement.

2020 Public Utility Revenue Bonds
June 30 2024

The following is a summary of the activity recorded in the 2020 Public Revenue Bond Fund from its inception in December 2020 through June 30 2024:

Revenues:		
Sale of bonds	$ 8,725,000.00	
Bond premium	691,747.75	
Issuance costs	(214,086.13)	
Net proceeds available for projects	9,202,661.62	
Interest earned less bank fees	401,475.60	
Total revenues		**$ 9,604,137.22**
Expenditures:		
Final Clarifiers		
HRC	407,586.03	
G2	5,483.87	
Weiss	5,417,080.59	(5,830,150.49)
Eureka		
AEW	20,071.55	
PSI	2,835.20	
Mark Anthony	612,395.04	(635,301.79)
Lefever		
Testing Engineers	525.56	
Pamar	104,696.00	(105,221.56)
11 Mile (Dequindre to 696)		
HRC	23,112.24	
Testing Engineers	5,021.14	
Springline	593,590.48	(621,723.86)
Total expenditures		**(7,192,397.70)**
Fund balance at June 30, 2024		**$ 2,411,739.52**
Less balance of outstanding contracts:		
Weiss Construction	-	-
Funds available at June 30, 2024		**$ 2,411,739.52**

1 0 4 2024

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

November 1, 2024

Mindy Moore
City Council Secretary

RE: CONSIDERATION AND ADOPTION OF RESOLUTION to Approve Contract Modification No. 1 and Final and Payment No. 2 and Final to City Contract JS-24-813, 2024 Advanced Joint Sealing Program, increasing the contract amount with Scodeller Construction, Inc. by $6,577.15, resulting in a final contract amount of $314,777.15.

Attached hereto is a copy of the proposed Contract Modification No. 1 and Final to the City Contract JS-24-813, 2024 Advanced Joint Sealing Program with Scodeller Construction, Inc.

The contract modification is to increase contract funding for additional clean and seal joints and random cracks (up to 2.5" wide) – asphalt/concrete repair Mastic due to increase in the scope of the project - addition of Wagner (Stephens to Republic) increasing the current contract amount by $6,577.15

It is the Engineering Division's recommendation that the Warren City Council approve the Contract Modification No. 1 and Final to the City Contract JS-24-813, 2024 Advanced Joint Sealing Program, as presented in the attached Contract Modification No. 1 and Final.

Additionally, it is recommended that Payment No. 2 and Final for the work completed under the contract JS-24-813, 2024 Advanced Joint Sealing Program, in the amount of $80,535.02 be issued to Scodeller Construction, Inc., three (3) days after approval of the attached Contract Modification No. 1 and Final.

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

Sincerely,

Tina Gapshes, P.E.
City Engineer

Read and Concurred:

David Muzzarelli
Public Service Director

Funding Approval:

Kristina Battle
Budget Director

Approved as to Form:

Mary Michaels
Acting City Attorney

Recommended to Council:

Lori M. Stone
Mayor

TGG/cn

Attach: Contract Modification No. 1 and Final, Proposed Resolution and Payment No.2 and Final

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

CONTRACT MODIFICATION

DATE: November 1, 2024

CONTRACT: JS-24-813, 2024 Advanced Joint Sealing Program (City Wide)

MODIFICATION NO.: **1 and Final**

TO: Scodeller Construction Inc.
51722 Grand River Avenue
Wixom, MI 48393

NECESSITY FOR REVISION: Contract funding increase in the amount of $6,577.15 for additional clean and seal joints and random cracks (up to 2.5" wide) – asphalt/concrete repair Mastic due to increase in the scope of the project - addition of Wagner (Stephens to Republic).

The total sum of $6,577.15 is hereby added to the current contract amount of $308,200.00, resulting in an amended contract amount of $314,777.15.

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

This document shall become an amendment to the Contract, and all provisions of the Contract will apply to all work performed.

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

Accepted by: Matt Sloan Date: 11/1/24
Scodeller Construction Inc. (Contractor)

Recommended by: Tina Gapsiles Date: 11-1-24
Tina Gapsiles, P.E., City Engineer

Approved by: Warren City Council Date: _____

Approved by: _____ Date: _____
Lori M. Stone, Mayor

Approved by: _____ Date: _____
Sonja Buffa, City Clerk

RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 AND FINAL AND PAYMENT NO. 2 AND FINAL TO CITY CONTRACT JS-24-813, 2024 ADVANCED JOINT SEALING PROGRAM SCODELLER CONSTRUCTION, INC.

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

PRESENT: Councilmembers _____

_____

ABSENT: Councilmembers _____

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

Scodeller Construction, Inc. and the City of Warren entered into a contract titled JS-24-813, 2024 Advanced Joint Sealing Program.

Certain changes to the project were deemed necessary by the City Engineer due to field changes and modifications to the original contract work.

The Engineering Division recommends approval of the attached Contract Modification No. 1 and Final, as submitted, thereby increasing the current contract amount by $6,577.15, resulting in a final contract amount of $314,777.15.

The Engineering Division further recommends that Payment No. 2 and Final in the amount of $80,535.02 for the work completed under the contract JS-24-813, 2024 Advanced Joint Sealing Program be issued to Scodeller Construction, Inc. after three (3) days of the City Council approval of the attached Contract Modification No. 1 and Final.

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

Addition of $6,577.15 to the 2024 Michigan Transportation Operating Fund Major Street.

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled JS-24-813, 2024 Advanced Joint Sealing Program for the balancing of the original pay items to as-constructed quantities, increasing the current contract amount by $6,577.15, resulting in a final contract amount of $314,777.15 as presented in the attached Contract Modification No. 1 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 1 and Final to City Contract JS-24-813, 2024 Advanced Joint Sealing Program in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 2 and Final in the amount of $80,535.02 payable to Scodeller Construction, Inc. be issued after three (3) days of the City Council's approval of the Contract Modification No. 1 and Final including releasing any interest on retainage.

AYES: Councilpersons _____

_____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this _____ day of_____ 20_____.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 20____.

_____
SONJA BUFFA
City Clerk

WARREN

PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

PAYMENT REQUEST

Date : November 1, 2024

To : Sara Karpuk, Accountant III, Controller's Office

CITY COUNCIL APPROVAL REQUIRED

From : Tina Gapshes, P.E., City Engineer

Re :	Payment No.	**2 and Final**	Payee :	**Scodeller Construction, Inc.**
	Project No.	**JS-24-813**		**51722 Grand River Avenue**
	Location	**City Wide**		**Wixom, MI 48393**
	Improvement:	**2024 Advanced Joint Sealing**		

Original Contract Amount	(City Council Approved 6/13/23)	$308,200.00	
Proposed Contract Modification No. 1 & Final		$6,577.15	
Current Contract Amount			$314,777.15
Total Work performed as of 7/3/2024		$314,777.15	
Less Retainage	**0.00%**	$0.00	
Net Amount Earned to Date		$314,777.15	
Amount of Previous Payment Requests		$234,242.13	
Amount Due This Estimate			**$80,535.02**
Retainage Previously Withheld			
Total Retainage Change this Pay Estimate			**-$15,410.00**
2024 MTOF, Major Streets Routine Maintenance, Joint Sealing Account			**$15,410.00**
2024 MTOF, Local Streets Routine Maintenance Account			$0.00

Chargeable to :

2024 MTOF, Major Streets Routine Maintenance, Joint Sealing Account	**$3,485.02**
2024 MTOF, Local Streets Routine Maintenance Account	**$77,050.00**

Prepared by:

Chukwudi Nnaji
Civil Engineer

Approved for Payment by:

Tina Gapshes, P.E.
City Engineer

cc: Payee

JS-24-813
2024 Advanced Joint Sealing Program
Estimate No. 2 and Final

WARREN
Engineering Division
CONSTRUCTION ESTIMATE

Contractor: Scodeller Construction, Inc.
Address: 51721 Grand River Avenue
City: Wixom, MI 48393

ITEM NO.	DESCRIPTION	UNITS	ORIGINAL CONTRACT QUANTITY	CONTRACT UNIT PRICE	ORIGINAL CONTRACT AMOUNT	QUANTITY PAID TO DATE	AMOUNT PAID TO DATE	QUANTITY THIS PAYMENT	AMOUNT THIS PAYMENT
1	CLEAN AND SEAL JOINTS AND RANDOM CRACKS, (UP TO 2.5" WIDE) - ASPHALT/CONCRETE REPAIR MASTIC OR CLEAN, SEAL JOINTS AND RANDOM CRACKS, (UP TO 2.5" WIDE) - COLD POUR PAVEMENT REPAIR	LF	40,000.0	$ 7.68	$ 307,200.00	40,856.4	$ 313,777.15	8,491.8	$ 65,217.02
2	TEMPORARY TRAFFIC CONTROL OR INFORMATION SIGNS	SFT	500.0	$ 2.00	$ 1,000.00	500.0	$ 1,000.00	(46.0)	$ (92.00)
Total Work Performed as of 7/3/2024					308,200.0		$ 314,777.15		$ 65,125.02
Less Retainage			0.05%				$ -		$ (15,410.00)
Net Amount Earned							$ 314,777.15		$ 50,535.02
Less Previous Payments							$ 314,242.13		$ -
Total Balance Due this Estimate							$ 50,535.02		$ 50,535.02

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

for the City of Warren, Tina Gapshes, P.E.
City Engineer

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

for Scodeller Construction, Inc.
Contractor

City Project No. JS-24-813
2024 Advanced Joint Sealing
Pay Estimate No. 2 and Final

WARREN
Engineering Division
CONSTRUCTION ESTIMATE

Contractor: Scodeller Construction, Inc.
Address: 51722 Grand River Avenue
City: Wixom, MI 48393

DESCRIPTION		ORIGINAL CONTRACT AMOUNT	CONTRACT MOD 1 & Final	AMOUNT TO DATE	AMOUNT THIS PAYMENT
Original Contract Amount		$ 308,200.00	$ 314,777.15		
Total Work Performed as of: 7/3/2024				$ 314,777.15	$ 65,125.02
Less Retainage	0.00%			$ -	$ 15,410.00
Net Amount Earned				$ 314,777.15	$ 80,535.02
Less Previous Payments				$ 234,242.13	$ -
Total Amount Due this Estimate				$ 80,535.02	$ 80,535.02
Original Contract Amount		$ 231,150.00	$ 237,727.15		
Total 2024 MTOF Major Streets Work Performed as of: 7/3/2024				$ 237,727.15	$ (11,924.98)
Less Retainage	0.00%			$ -	$ 15,410.00
Net Amount Earned				$ 237,727.15	$ 3,485.02
Less Previous Payments				$ 234,242.13	
Total 2024 MTOF, Major Streets Routine Maintenance, Joint Sealing Account Amount Due this Estimate				$ 3,485.02	$ 3,485.02
Original Contract Amount		$ 77,050.00	$ 77,050.00		
Total 2024 MTOF Local Streets Work Performed as of: 7/3/2024				$ 77,050.00	$ 77,050.00
Less Retainage	0.00%			$ -	$ -
Net Amount Earned				$ 77,050.00	$ 77,050.00
Less Previous Payments				$ -	$ -
Total 2024 MTOF, Local Streets Routine Maintenance Account Amount Due this Estimate				$ 77,050.00	$ 77,050.00

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

for the City of Warren, Gapshes, P.E.
City Engineer

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

for Scodeller Construction, Inc., Contractor

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

TO: Ms. Mindy Moore, City Council Secretary

DATE: October 16, 2024

RE: CONSIDERATION AND ADOPTION OF RESOLUTION to approve Contract Modification No. 1 to City Contract W-22-768, Lawson Avenue Water Main Replacement, increasing the current contract amount by $60,760.69 resulting in an amended contract amount of $1,024,993.85; and to issue Payment No. 7 in the amount of $66,808.46 to Aielli Construction Company, Inc.

Attached hereto is a copy of the proposed Contract Modification No. 1 to the City Contract W-22-768, Lawson Avenue Water Main Replacement.

The contract modification is due to field changes and increase in pay quantities resulting in an increase from the current contract amount by $60,760.66 resulting in an amended contract amount of $1,024,993.85.

The Engineering Division recommends that the Warren City Council approve the Contract Modification No. 1 to the City Contract W-22-768, Lawson Avenue Water Main Replacement as presented in the attached documents. Availability of funding has been reviewed by the Budget Director as indicated in the attached resolution.

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

Sincerely,

Tina G. Gapshes, P.E.
City Engineer

Read and Concurred:

David Muzzarelli
Public Service Director

Read and Concurred:

Kristina Battle
Budget Director

Approved as to Form:

Mary Michaels
Acting City Attorney

Recommended to Council:

Lori M. Stone
Mayor

Attach: Contract Modification No. 1, City Council Resolution and a copy of Payment #7

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

CONTRACT MODIFICATION

DATE: October 11, 2024

CONTRACT: W-22-768 Lawson Avenue Water Main Replacement

MODIFICATION NO.: 1

TO: Aielli Construction Company, Inc.
47742 Van Dyke
Shelby Township, MI 48317

NECESSITY FOR REVISION:

The contract modification is due to field changes and increase in pay quantities, resulting in an increase in the contract amount by $60,760.69 resulting in an amended contract amount of $1,024,993.85.

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

This document shall become an amendment to the Contract, and all provisions of the Contract will apply to all work performed. The total sum of $60,760.69 is hereby added to the current contract amount of $964,233.16, resulting in a final contract amount of $1,024,993.85.

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

Accepted by: _____ Paolo Iacobacci, Sr Project Manager Date: 10/15/2024
Aielli Construction, Company (Contractor)

Recommended by: _____ Date: 10-16-24
Tina Gapshes, P.E., City Engineer

Approved by: Warren City Council Date: _____

Approved by: _____ Date: _____
Lori M. Stone, Mayor

Approved by: _____ Date: _____
Sonja Buffa, City Clerk

Docusign Envelope ID: C01118FE-45BF-4100-A207-472846990DAC

Increases / Decreases

Project: 0140-0115, Lawson Avenue Water Main Replacement XMPT

Category: 0000,

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
_ Soil Erosion, Silt Fence	2047001	0040	Original	Ft	-30.000	3.12000	$-93.60
Aggregate Base, 6 inch	3020016	0050	Original	Syd	33.000	12.61000	$416.13
Maintenance Gravel	3060020	0055	Original	Ton	-31.000	34.23000	$-1,061.13
_ HDPE Structure Adjustment Ring	4037050	0070	Original	Ea	-2.000	94.27000	$-188.54
Lane Tie, Epoxy Anchored	6030030	0075	Original	Ea	95.000	16.63000	$1,579.85
Pavt Repr, Nonreinf Conc, 7 inch	6030042	0080	Original	Syd	246.010	106.77000	$26,266.49
Pavt Repr, Nonreinf Conc, 9 inch	6030046	0085	Original	Syd	-13.100	118.59000	$-1,553.53
Driveway, Nonreinf Conc, 6 inch	8010005	0090	Original	Syd	-106.200	90.87000	$-9,650.39
Driveway, Nonreinf Conc, 8 inch	8010007	0095	Original	Syd	0.900	112.94000	$101.65
Curb Ramp Opening, Conc	8030030	0105	Original	Ft	-0.800	72.06000	$-57.65

Docusign Envelope ID: C01118FE-45BF-4100-A207-472846990DAC

Increases / Decreases

Project: 0140-0115, Lawson Avenue Water Main Replacement XMPT

Category: 0000,

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
Sidewalk, Conc, 4 inch	8030044	0110	Original	Sft	1,189.500	10.90000	$12,965.55
Sidewalk, Conc, 6 inch	8030046	0115	Original	Sft	-297.000	12.57000	$-3,733.29
_ Curb Ramp, Conc, 8 Inch	8037010	0120	Original	Sft	-0.200	24.76000	$-4.95
Water, Sodding/Seeding	8160090	0130	Original	Unit	-10.000	133.03000	$-1,330.30
_ Surface Restoration, Seeding	8167011	0135	Original	Syd	2,888.200	15.40000	$44,478.28
Water Main, DI, 8 inch, Tr Det G	8230156	0155	Original	Ft	27.000	175.85000	$4,747.95
Water Main, DI, 12 inch, Tr Det G	8230166	0160	Original	Ft	-6.000	267.11000	$-1,602.66
Water Serv, Long	8230245	0170	Original	Ea	-1.000	4,390.68000	$-4,390.68
_ Irrigation Pipe	8237001	0180	Original	Ft	-140.000	6.60000	$-924.00
_ Water Main, Fusible PVC, C-900 DR 18, 8 inch, Directional Drilled	8237001	0185	Original	Ft	20.000	146.21000	$2,924.20

Docusign Envelope ID: C01118FE-45BF-4100-A207-472846990DAC

Increases / Decreases

Project: 0140-0115, Lawson Avenue Water Main Replacement XMPT

Category: 0000,

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
_ Mismarked Water Services	8237040	0190	Original	Hr	-11.500	500.03000	$-5,750.35
_ Sprinkler Head	8237050	0200	Original	Ea	-13.000	83.15000	$-1,080.95
_ Sanitary Lead Repr, 6 inch, Tr Det B	8507001	0215	Original	Ft	59.700	121.65000	$7,262.51

Subtotal for Category 0000: **$64,610.65**

Subtotal for Project 0140-0115: **$64,610.66**

New Items

Project: 0140-0115, Lawson Avenue Water Main Replacement

Category: 0000,

Item Description	Item Code	Prop.Ln.	ItemType	Unit	Proposed Qty.	Unit Price	Dollar Value
Sign Cover	8120310	0230	Extra	Ea	10.000	55.00000	$550.00
Reason: Item added to cover existing No Parking street signs.							
_ Credit - Hydrant Valve	8507051	0235	Extra	LS	1.000	-150.00000	$-150.00
Reason: Existing hydrant valve at #23185 was permitted to be abandoned in place in lieu of removed to spec, per City.							
_ Credit - Water Main, Abandon	8507051	0240	Extra	LS	1.000	-4,250.00000	$-4,250.00
Reason: Contractor was unable to flow fill entire existing water main, per spec. City accepted a credit for a partial item completion.							

Subtotal for Category 0000: **$-3,850.00**

Subtotal for Project 0140-0115: **$-3,850.00**

Docusign Envelope ID: C01118FE-45BF-4100-A207-472846990DAC

Contract Modification

Anderson, Eckstein & Westrick, Inc.

10/4/2024 12:04 PM

FieldManager 5.3c

Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

Michael D. Smith, P.E., AEW, Inc. DocuSigned by: Michael D. Smith 150414AA7FE9424... Signature — Date: 10/09/2024	City of Warren DocuSigned by: Tina Gaydus FED1206880764F1... Signature — Date: 10/09/2024
Aielli Construction Company, Inc. Signed by: Paolo Iacobacci, Senior Project Manager/Estimator B260S4T887S04C3... Signature — Date: 10/09/2024	

RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1
AND PAYMENT NUMBER 7
FOR
TO CITY CONTRACT W-22-768
LAWSON AVENUE WATER MAIN REPLACEMENT
(AIELLI CONSTRUCTION COMPANY, LLC.)

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

PRESENT: Councilmembers _____

_____

ABSENT: Councilmembers _____

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

Aielli Construction Company, Inc. and the City of Warren entered into a contract titled W-22-768 Lawson Avenue Water Main Replacement.

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

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

The Engineering Division recommends approval of the attached Contract Modification No. 1 to the City Contract W-22-768 Lawson Avenue Water Main Replacement with Aielli Construction

Company, Inc. as submitted, increasing the current contract amount by $60,760.69 resulting in a final contract amount of $1,024,993.85.

The Engineering Division further recommends Payment No. 7 in the amount of $66,808.46 for the work completed under the contract W-22-768 Lawson Avenue Water Main Replacement with Aielli Construction Company, Inc. after three (3) days of the City Council approval of the attached Contract Modification No. 1.

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve a modification to the Contract titled W-22-768 Lawson Avenue Water Main Replacement, awarded to Aielli Construction company, Inc., increasing the current contract amount by $60,760.69, as presented in the attached Contract Modification No. 1.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are hereby authorized to execute Contract Modification No. 1 to City Project W-22-768 Lawson Avenue Water Main Replacement in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 7 in the amount of $66,808.46 payable to Aielli Construction Company, Inc. be issued after three (3) days of the City Council's approval of the Contract Modification No.1 including releasing any interest on retainage

AYES: Councilpersons _____

_____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this _____ day of_____ 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____
SONJA BUFFA
City Clerk

WP-22-768 Lawson Avenue Water Main Replacement
Contract Modification 1
Aielli Construction Company, Inc.

WARREN
PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

PAYMENT REQUEST

Date : May 10, 2024 COUNCIL APPROVAL REQUIRED

To : Dave Smith, Accountant III, Water Division

From : Engineering Division

Re : Payment No. **7**
Project No. **W-22-768**
Location **Lawson Ave. 9 Mile Road to Stephens Road**
Improvement: **Water Main Replacement**

Payee : **Aielli Construction Company, Inc**
47742 Van Dyke
Shelby Township, MI 48317

Original Contract Amount (City Council Approval 6/13/23)	$964,233.16	
Proposed Contract Modification No. 1	$60,760.69	
Contract Modification No. 2	$0.00	
Current Contract Amount		$1,024,993.85
Total Work performed as of: 10/6/24	$1,024,993.85	
Less Retainage **0.0%**	$0.00	
Net Amount Earned	$1,024,993.85	
Amount of Previous Payment Requests	$958,185.39	
Amount Due This Estimate		**$66,808.46**
Retainage Previously Withheld	$5,000.00	
Retainage Change this Pay Estimate	-$5,000.00	

Chargeable to :	**2023 Water & Sewer Capital Improvement Fund**	**$66,808.46**

Prepared by:

Chukwudi Nnaji
Civil Engineer

Approved for Payment:

Tina Gapshes, P.E.
City Engineer

cc: Payee

Docusign Envelope ID: 872EB76E-C55B-4764-B617-612482413A8C

Construction Pay Estimate Report

Anderson, Eckstein & Westrick, Inc.

10/10/2024 7:31 AM

FieldManager 5.3c

Summary

Current Voucher Total:	$61,808.46	Earnings to date:	$1,024,993.85
-Current Retainage:	($5,000.00)	- Retainage to date:	$0.00
-Current Liquidated Damages:	$0.00	- Liquidated Damages to date:	$0.00
-Current Adjustments:	$0.00	- Adjustments to date:	$0.00
Total Estimated Payment:	**$66,808.46**	Net Earnings to date:	$1,024,993.85
		- Payments to date:	$958,185.39
		Net Earnings this period:	**$66,808.46**

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

DocuSigned by:
Michael D. Smith
1E0414AA7FE0424...

Michael D. Smith, P.E., AEW, Inc.

10/10/2024
(Date)

Docusign Envelope ID: 872EB76E-C55B-4764-B617-612482413A8C

Construction Pay Estimate Amount Balance Report

Estimate: 7

10/10/2024 7:31 AM

Anderson, Eckstein & Westrick, Inc.

FieldManager 5.3c

Contract: .0140-0115, Lawson Avenue Water Main Replacement

Project: 0140-0115, Lawson Avenue Water Main Replacement

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0005	_ Audio Visual Record of Construction Area	1027051	1.000	LS		1.000	1.000	100%	1,662.93000	$1,662.93
0010	_ Reimbursed Permit Fees	1077060	968.000	Dlr		968.000	968.000	100%	1.00000	$968.00
0015	Mobilization, Max $75,000	1100001	1.000	LS		1.000	1.000	100%	25,568.02000	$25,568.03
0020	Tree, Rem, 19 inch to 36 inch	2020002	0.000	Ea		0.000			3,991.02000	
0025	Tree, Rem, 6 inch to 18 inch	2020004	3.000	Ea		3.000	3.000	100%	2,438.96000	$7,316.88
0030	Pavt, Rem	2040050	559.610	Syd		559.610	559.610	100%	10.31000	$5,769.58
0035	Sidewalk, Rem	2040055	774.800	Syd		774.800	774.800	100%	5.44000	$4,214.91
0040	_ Soil Erosion, Silt Fence	2047001	0.000	Ft		0.000			3.12000	
0045	_ Erosion Control, Inlet Filter	2087050	14.000	Ea		14.000	14.000	100%	141.89000	$1,986.46
0050	Aggregate Base, 6 inch	3020016	469.000	Syd		469.000	469.000	100%	12.61000	$5,914.09
0055	Maintenance Gravel	3060020	119.000	Ton		119.000	119.000	100%	34.23000	$4,073.37
0060	_ External Structure Wrap, 18 inch	4037050	5.000	Ea		5.000	5.000	100%	612.81000	$3,064.05
0065	_ Gate Well Cover, Warren	4037050	5.000	Ea		5.000	5.000	100%	851.35000	$4,256.75
0070	_ HDPE Structure Adjustment Ring	4037050	8.000	Ea		8.000	8.000	100%	94.27000	$754.16
0075	Lane Tie, Epoxy Anchored	6030030	245.000	Ea		245.000	245.000	100%	16.63000	$4,074.35
0080	Pavt Repr, Nonreinf Conc, 7 inch	6030042	291.010	Syd		291.010	291.010	100%	106.77000	$31,071.14
0085	Pavt Repr, Nonreinf Conc, 9 inch	6030046	151.900	Syd		151.900	151.900	100%	118.59000	$18,013.83
0090	Driveway, Nonreinf Conc, 6 inch	8010005	104.800	Syd		104.800	104.800	100%	90.87000	$9,523.18
0095	Driveway, Nonreinf Conc, 8 inch	8010007	11.900	Syd		11.900	11.900	100%	112.94000	$1,343.99
0100	Detectable Warning Surface	8030010	10.000	Ft		10.000	10.000	100%	110.86000	$1,108.60
0105	Curb Ramp Opening, Conc	8030030	12.200	Ft		12.200	12.200	100%	72.06000	$879.13
0110	Sidewalk, Conc, 4 inch	8030044	6,612.500	Sft		6,612.500	6,612.500	100%	10.90000	$72,076.25
0115	Sidewalk, Conc, 6 inch	8030046	416.000	Sft		416.000	416.000	100%	12.57000	$5,229.12
0120	_ Curb Ramp, Conc, 8 Inch	8037010	92.800	Sft		92.800	92.800	100%	24.76000	$2,297.73
0125	_ Traffic Control and Maintenance	8127051	1.000	LS		1.000	1.000	100%	6,097.40000	$6,097.40
0130	Water, Sodding/Seeding	8160090	0.000	Unit		0.000			133.03000	
0135	_ Surface Restoration, Seeding	8167011	3,338.200	Syd	3,338.200	3,338.200	3,338.200	100%	15.40000	$51,408.28
0140	Gate Valve, 8 inch	8230062	5.000	Ea		5.000	5.000	100%	3,213.59000	$16,067.95

Docusign Envelope ID: 872EB76E-C55B-4764-B617-612482413A8C

Construction Pay Estimate Amount Balance Report

Estimate: 7

10/10/2024 7:31 AM

Anderson, Eckstein & Westrick, Inc.

FieldManager 5.3c

Project: 0140-0115, Lawson Avenue Water Main Replacement

Category: 0000,

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0145	Gate Well,Rem	8230076	3.000	Ea		3.000	3.000	100%	336.77000	$1,010.31
0150	Hydrant, Rem	8230091	5.000	Ea		5.000	5.000	100%	458.25000	$2,291.25
0155	Water Main, DI, 8 inch, Tr Det G	8230156	73.000	Ft		73.000	73.000	100%	175.85000	$12,837.05
0160	Water Main, DI, 12 inch, Tr Det G	8230166	6.000	Ft		6.000	6.000	100%	267.11000	$1,602.66
0165	Water Serv	8230240	37.000	Ea		37.000	37.000	100%	1,883.11000	$69,675.07
0170	Water Serv, Long	8230245	31.000	Ea		31.000	31.000	100%	4,390.68000	$136,111.08
0175	Gate Well, 60 inch dia	8230360	5.000	Ea		5.000	5.000	100%	4,479.66000	$22,398.30
0180	_ Irrigation Pipe	8237001	110.000	Ft	110.000	110.000	110.000	100%	6.60000	$726.00
0185	_ Water Main, Fusible PVC, C-900 DR 18, 8 inch, Directional Drilled	8237001	2,640.000	Ft		2,640.000	2,640.000	100%	146.21000	$385,994.40
0190	_ Mismarked Water Services	8237040	3.500	Hr		3.500	3.500	100%	500.03000	$1,750.11
0195	_ Fire Hydrant Assembly	8237050	7.000	Ea		7.000	7.000	100%	7,196.57000	$50,375.99
0200	_ Sprinkler Head	8237050	7.000	Ea	7.000	7.000	7.000	100%	83.15000	$582.05
0205	_ Water Main Connection, 12 inch	8237050	3.000	Ea		3.000	3.000	100%	8,793.26000	$26,379.78
0210	_ Water Main, Abandon	8237051	1.000	LS	1.000	1.000	1.000	100%	12,942.13000	$12,942.13
0215	_ Sanitary Lead Repr, 6 inch, Tr Det B	8507001	159.700	Ft		159.700	159.700	100%	121.65000	$19,427.51
0230	Sign Cover	8120310	10.000	Ea	10.000	10.000	10.000	100%	55.00000	$550.00
0235	_ Credit - Hydrant Valve	8507051	1.000	LS	1.000	1.000	1.000	100%	-150.00000	-$150.00
0240	_ Credit - Water Main, Abandon	8507051	1.000	LS	1.000	1.000	1.000	100%	-4,250.00000	-$4,250.00

Subtotal for Category 0000: 1024993.85

Subtotal for Project 0140-0115: 1024993.85

Percentage of Contract Completed(curr): 100%

(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: $61,808.46

Total Amount Earned To Date: $1,024,993.85

City Project No. W-22-768, Lawson Ave. 9 Mile to Stepens Road
Water Main Replacement
Pay Estimate No. 7

WARREN
Engineering Division
CONSTRUCTION ESTIMATE

Contractor: **Aielli Construction Company, Inc.**
Address: **47742 Van Dyke**
City: **Shelby Township, MI 48317**

DESCRIPTION		ORIGINAL CONTRACT AMOUNT	CONTRACT MOD. I	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
		$ 964,233.16	$ 60,760.69		
Total Work Performed as of:	10/6/24			$ 1,024,993.85	$ 61,808.46
Less Retainage	0.0%			$ -	$ (5,000.00)
Net Amount Earned				$ 1,024,993.85	$ 66,808.46
Less Previous Payments				$ 958,185.39	$ -
Total Amount Due this Estimate				$ 66,808.46	**$ 66,808.46**
		$ 964,233.16	$ 60,760.69		
Total 2023 Water & Sewer Improvement Fund Work Performed as of:	10/6/24			$ 1,024,993.85	$ 61,808.46
Less Retainage	0.0%			$ -	$ (5,000.00)
Net Amount Earned				$ 1,024,993.85	$ 66,808.46
Less Previous Payments				$ 958,185.39	$ -
Total 2023 Water & Sewer Capital Improvement Fund Due this Estimate				$ 66,808.46	**$ 66,808.46**

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

for the City of Warren, Tina Gapshes, P.E.
City Engineer

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

for Aielli Construction Company, Inc

Docusign Envelope ID: C01118FE-45BF-4100-A207-472846990DAC

Contract Modification

Anderson, Eckstein & Westrick, Inc.

10/4/2024 12:04 PM
FieldManager 5.3c

Contract: .0140-0115, Lawson Avenue Water Main Replacement

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Net Change	Awarded Contract Amount
1		10/4/2024	$60,760.66	$964,233.16
Route				**Entered By** Michelle Ankawi
Contract Location Lawson Avenue Water Main Replacement				

Short Description

Additional Work / Item Balancing

Description of Changes

A. Original Contract Amount: $964,233.16
B. Current Contract Amount (including this revision): $1,024,993.82
C. Net Change (B-A): $60,760.66
D. Net Percent Change (C/A * 100): 6.30%

Increases / Decreases

Project: 0140-0115, Lawson Avenue Water Main Replacement XMPT

Category: 0000,

Item Description	Item Code	Prop.Ln.	Item Type	Unit	Quantity Chg.	Unit Price	Dollar Value
_ Reimbursed Permit Fees	1077060	0010	Original	Dlr	-32.000	1.00000	$-32.00
Tree, Rem, 19 inch to 36 inch	2020002	0020	Original	Ea	-1.000	3,991.02000	$-3,991.02
Tree, Rem, 6 inch to 18 inch	2020004	0025	Original	Ea	-1.000	2,438.96000	$-2,438.96
Pavt, Rem	2040050	0030	Original	Syd	123.610	10.31000	$1,274.42
Sidewalk, Rem	2040055	0035	Original	Syd	87.800	5.44000	$477.63

WARREN
LORI STONE - MAYOR

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

October 28, 2024

Melinda Moore
Council Secretary

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

Dear Council Secretary Moore:

The Controller's Office requests a re-appropriation of funds in FY2025 for DDA items and services budgeted in FY2024 but not completed by June 30, 2024.

Projects comprising the funding amendment include:

- $4,000,000 ADA Compliance
- $1,700,000 Eckstein Park Skate Park
- $880,000 City Hall Fountain & Ice Rink Restoration
- $350,000 City Hall Roof
- $175,000 Parking Garage Repairs
- $103,666 Fire Department Pickup Trucks
- $100,000 LED Lights – City Hall
- $100,000 Roof – Civic Center Library

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

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

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

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

It has been the position of the Controller's office to allow the use of savings from one listed item to fund costs for another, as long as the capital improvement line is not exceeded, the item is a listed item in the budget detail and City Council has not specifically denied funding for an item. We have done that with over $3,000,000 in amendments to the DDA budget that have been submitted to and approved by City Council this fiscal year. There was one item with regard to furnishings that should have been submitted for amendment but was not by oversight. We have adjusted our review process to assure that this does not happen again.

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

Respectfully,

Richard Fox
City Controller

Approved: _____
Lori Stone, Mayor

Attachments

CITY OF WARREN, MICHIGAN
DOWNTOWN DEVELOPMENT AUTHORITY
FISCAL YEAR 2025 CAPITAL IMPROVEMENTS EXPENDITURE REPORT
THROUGH OCTOBER 28, 2024

	Fiscal Year 2025 Budget					FY2025 through 10-28-2024		
	Adopted	YTD Approved Amendments	New Amendment Requests	FY2024 Requested Reappropriation	Amended	Expenditures	Encumbrances	Balance
Façade Improvement Program	$ 150,000	$ -		$ -	$ 150,000	$ -	$ -	$ 150,000
Security Camera Upgrades	500,000	-		-	500,000	-	-	500,000
Carpeting	250,000	-		-	250,000	95,832	-	154,168
Brick Paver Leveling & Sealing	50,000	-		35,000	85,000	-	-	85,000
Parking Garage Repairs	250,000	-		175,000	425,000	-	-	425,000
Christmas Lights	60,000	-		-	60,000	-	-	60,000
Generator - City Hall	250,000	-		-	250,000	-	23,769	226,231
Atrium Furniture	10,000	-		-	10,000	37,083	37,083	(64,166)
Brick Restoration - Beebe	50,000	-		-	50,000	-	20,000	30,000
Presentation Hardware - Conference Room	10,000	-		-	10,000	-	-	10,000
Network Infrastructure Upgrade	750,000	-		-	750,000	-	25,039	724,961
Wireless Upgrade	300,000	-		-	300,000	-	-	300,000
Community Center Improvements	1,480,000	580,000		-	2,060,000	3,844	1,014,435	1,041,721
Police Evidence Lab	403,050	-		-	403,050	-	-	403,050
Community Center Conference Room A	100,000	-		-	100,000	-	-	100,000
Mayor's Office Furniture	-	-	-	-	-	11,272	11,272	(22,544)
Skate Park	-	-		1,700,000	1,700,000	507,910	698,828	493,263
City Hall Fountain & Ice Rink	-	-		880,000	880,000	3,734	8,396	867,870
ADA Complaince	-	-		4,000,000	4,000,000	917	30,364	3,968,719
Roof City Hall		-		350,000	350,000	-	-	350,000
Atrium Decorations		-		80,000	80,000	-	-	80,000
LED Lights - City Hall		-		100,000	100,000	-	94,323	5,677
Door/Door Access Point Upgrade		-		50,000	50,000	-	-	50,000
Roof - Civic Center Library		-		100,000	100,000	-	-	100,000
Window Washing - City Hall		-		25,000	25,000	-	-	25,000
City Hall Heating & Cooling	-	-		45,000	45,000	-	-	45,000
Fire Department Pickup Trucks	-	-		103,666	103,666	103,666	-	-
29901 S Civic Center Purchase	-	700,000			700,000	-	-	700,000
8777 Common Road Purchase	-	1,400,000			1,400,000	-	-	1,400,000
Paige Avenue Pavement Extension	-	199,000			199,000	-	-	199,000
City Hall Pavement Repairs	-	231,000			231,000	-	-	231,000
2 Fire Engine Pumpers (NEW)	-	-	1,708,253	-	1,708,253	-	1,708,253	0
Police Station Atrium Concrete (NEW)		-	676,000		676,000			
Summer Tax - 5295 Chicago Road	-	-	-	-	-	1,585		(1,585)
Summer Tax - 6020 Common	-	-	-	-	-	51		(51)
	$ 4,613,050	$ 3,110,000	$ 2,384,253	$ 7,643,666	$ 17,750,969	$ 765,894	$ 3,671,760	$ 12,637,315
			TOTAL CHANGE	$ 10,027,919				

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL DDA 2025 BUDGET

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

PRESENT: Council Members_____

_____

ABSENT: Council Members_____

The following preamble and resolution were offered by Council Member _____, and supported by Council Member_____.

WHEREAS, the Controller's Office has indicated a need to this Council for re-appropriation of funds in the total amount of $7,643,666 in order to complete the purchases of DDA capital improvements committed to but not completed prior to June 30, 2024 and to move funding forward to Fiscal Year 2025. Re-appropriation is necessary to align the budget with the year in which the capital items are expected to be completed, and

WHEREAS, the Controller's Office has also requested the amendment of the Fiscal 2025 DDA budget to include funding for 2 Fire Engine Pumpers in the amount of $1,708,253 and for Police Station Atrium Concrete Repairs in the amount of $676,000.

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2025 Budget, approves the additional appropriation of funds to the following budget line items in the Downtown Development Authority Fund in the total amount of $10,027,919.

Account Number	Account Title	Amount
Transfer to:		
494-9494-97400	Capital Improvements	$ 10,027,919.
Transfer from:		
494-0000-39000	Fund Balance	$ 10,027,919.

BE IT FURTHER RESOLVED that the City Council hereby revises the appropriations for the Downtown Development Authority Fund Budget for fiscal 2025 in the amount of $10,027,919.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

October 29, 2024

TO: Lori M. Stone, Mayor

FROM: Ronald F. Wuerth, Planning Director

RE: INDUSTRIAL HIGHWAY RIGHT OF WAY VACATION; located on the west side of Industrial Highway, between Schoenherr Road and Malvina Avenue; Section 24; 25440 Schoenherr Road; Rafi Ahmad.

At a public hearing on July 25, 2022, 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 Industrial Highway Right of Way Vacation.

This item was tabled at the October 25, 2022 City Council meeting to be addressed at the same time as the rezoning request for the same property as it is related to this matter. This item should be heard in conjunction with the conditional rezoning request for the same property.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, City Council results, and plans 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

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

October 29, 2024

TO: Mindy Moore, Secretary
Warren City Council

FROM: Mayor, Planning Commission, and Planning Director

RE: INDUSTRIAL HIGHWAY RIGHT OF WAY VACATION; located on the west side of Industrial Highway, between Schoenherr Road and Malvina Avenue; Section 24; 25440 Schoenherr Road; Rafi Ahmad.

At a public hearing on July 25, 2022, 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 Industrial Highway Right of Way Vacation.

This item was tabled at the October 25, 2022 City Council meeting to be addressed at the same time as the rezoning request for the same property as it is related to this matter. This item should be heard in conjunction with the conditional rezoning request for the same property.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, City Council results, 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,

Mahmuda Mouri
Commission Secretary

Read and Concur:

Mayor

MM/mzm

Attachments

RESOLUTION
RIGHT-OF-WAY VACATION
25440 SCHOENHERR ROAD

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

PRESENT: _____

_____

ABSENT: _____

_____

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

Rafi Ahmed is requesting the west 30 ft. of the southwest to northeast Industrial Hwy. located on the west side of Industrial Hwy., between Schoenherr Rd. and 138.87 ft. west of Malvina Ave., (25440 Schoenherr Road) abutting Lots 53 through 55 of Supervisor's Plat of H.Welton Obenauer's Garden Gate Subdivision No. 1, Section 24, City of Warren, Macomb County, Michigan be vacated in accordance with Article II, Chapter 34 of the Code of Ordinances of the City of Warren;

Land in the City of Warren, Macomb County, Michigan described as:

The west 30 ft. of the southwest to northeast Industrial Hwy. located on the west side of Industrial Hwy., between Schoenherr Rd. and 138.87 ft. west of Malvina Ave., abutting Lots 53 through 55 of Supervisor's Plat of H.Welton Obenauer's Garden Gate Subdivision No. 1, Section 24, City of Warren, Macomb County, Michigan;

On July 25, 2022, the Planning Commission held a public hearing on the petition; took comments from the public and approved the attached resolution and recommended approval of the vacation as stated therein.

BE IT RESOLVED, the Council of the City of Warren hereby approves the vacation on the following described property with recommended conditions:

1. Retain the existing utility easement within the roadway right-of-way.

2. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. Seq.) to complete the vacation.

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. 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.

5. The petitioner has indicated that the addition area of the vacated roadway would be incorporated into a redevelopment project. The petitioner shall obtain site plan approval; however, this is not a requirement for the approval of the public roadway vacation.

6. A complaint must be filed by the petitioner in Circuit Court to vacate the public alley and utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public alley and utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

AYES: _____

_____

NAYS: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____
SONJA BUFFA
City Clerk

When recorded return to:

City Clerk
One City Square, Suite 205
Warren, Michigan 48093-5285

Drafted by:

Melissa Z. Maisano
Planning Department
City of Warren
One City Square, Suite 315
Warren, Michigan 48093-5285

RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statutes and ordinances governing the same and having held a public hearing thereon on Monday, the 25th day of July, 2022, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan, and having considered the objections raised thereto, Resolves to recommend and does so recommend to the Council of the City of Warren that the west 30 ft. of the southwest to northeast Industrial Hwy. located on the west side of Industrial Hwy., between Schoenherr Rd. and 138.87 ft. west of Malvina Ave., (25440 Schoenherr Road), abutting Lots 53 through 55 of Supervisor's Plat of H.Welton Obenauer's Garden Gate Subdivision No.1, Section 24, City of Warren, Macomb County, Michigan and more particularly described as:

> The west 30 ft. of the southwest to northeast Industrial Hwy. located on the west side of Industrial Hwy., between Schoenherr Rd. and 138.87 ft. west of Malvina Ave., abutting Lots 53 through 55 of Supervisor's Plat of H.Welton Obenauer's Garden Gate Subdivision No. 1, Section 24, City of Warren, Macomb County, Michigan;
>
> be vacated in accordance with Article II, Chapter 34 of the Code of Ordinances of the City of Warren with the following conditions:

1. Retain the existing utility easement within the roadway right-of-way.
2. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. Seq.) to complete the vacation.
3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.
4. 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.
5. The petitioner has indicated that the addition area of the vacated roadway would be incorporated into a redevelopment project. The petitioner shall obtain site plan approval; however, this is not a requirement for the approval of the public roadway vacation.

6. A complaint must be filed by the petitioner in Circuit Court to vacate the public alley and utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public alley and utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

RESOLUTION adopted at the meeting of July 25, 2022.

PLANNING COMMISSION OF THE CITY OF WARREN

Jason McClanahan, Chairperson

Warren Smith, Secretary

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

July 29, 2022
PAV220001

Rafi Ahmed
25228 Alex
Center Line, MI 48015

RE: INDUSTRIAL HIGHWAY RIGHT OF WAY VACATION; located on the west side of Industrial Highway, between Schoenherr Road and Malvina Avenue; Section 24; 25480 (lot 55) - 25468 (lot 54) - 25440 (lot 53) Schoenherr Road; Rafi Ahmad.

Dear Mr. Ahmed:

At its meeting of July 25, 2022, the City of Warren Planning Commission voted to **APPROVE** the above-described right of way vacation, subject to the standard conditions of the Planning Commission and more specifically:

It is recommended that the west 30 ft. of the southwest to northeast Industrial Hwy. abutting Lots 53 through 55 of Supervisor's Plat of H.Welton Obenauer's Garden Gate Subdivision No.1 be VACATED subject to the petitioner complying with the conditions imposed as follows:

1. Retain the existing utility easement within the roadway right-of-way.

2. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. Seq.) to complete the vacation.

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. 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.

5. The petitioner has indicated that the addition area of the vacated roadway would be incorporated into a redevelopment project. The petitioner shall obtain site plan approval; however, this is not a requirement for the approval of the public roadway vacation.

And furthermore recommendation 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: No Delinquent Taxes.

DTE: DTE Electric Company has reviewed the site plan for industrial highway right of way vacation. DTE Electric Company has no objection to the above request impacting 25480, 25468, and 25440 Schoenherr; Section 24, per the site plan provided.

ENGINEERING: Preliminary review of this site indicates no difficulty in development.

Preliminary review of this site indicates that Planning Commission approval should be contingent upon the petitioner's compliance with the following condition(s):

Dedication of 12 feet of additional right-of-way for extension of the existing water main to the side of the proposed development.

FIRE: Approved as presented.

1. **Retain the existing utility easement within the roadway right-of-way.**

2. **The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. Seq.) to complete the vacation.**

3. **Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.**

4. **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.**

5. **The petitioner has indicated that the addition area of the vacated roadway would be incorporated into a redevelopment project. The petitioner shall obtain site plan approval; however, this is not a requirement for the approval of the public roadway vacation.**

After all conditions are met, we check for any taxes due. If any are due, they shall be paid before we send the letter to the Building Division for you to continue your project.

Should you have any questions, please do not hesitate to contact our office at 586-574-4687.

Sincerely,

Warren Smith
Commission Secretary

/dwc

cc: Mayor James R. Fouts
Ronald F. Wuerth, Planning Director
Mary Michaels, Chief Assistant City Attorney
Everett Murphy, Chief Zoning Inspector
David Evans, Fire Department
Jeffrey Graham

FINDINGS

1. The petitioner is requesting the west 30 ft. of the southwest to northeast Industrial Hwy. located on the west side of Industrial Hwy., between Schoenherr Rd. and 138.87 ft. west of Malvina Ave., abutting Lots 53 through 55 of Supervisor's Plat of H.Welton Obenauer's Garden Gate Subdivision No.1 be vacated.

2. **CHARACTERISTICS OF THE 30 FT. WIDE ROAD IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**

   a) The roadway was platted as a 120 ft. wide public right of way on the Supervisor's Plat of H.Welton Obenauer's Garden Gate Subdivision No.1. It was constructed and developed with a 27 ft. wide roadway, with 45 ft. of additional right-of-way adjacent to single family dwellings on the eastside of Industrial Hwy.

   b) The portion of Industrial Hwy. in question is located adjacent to only Lots 53 through 55 of Supervisor's Plat of H.Welton Obenauer's Garden Gate Subdivision No.1. It would not affect the property owners on the east side of Industrial Hwy., as no changes to the right-of-way are proposed adjacent to those properties. The portion of Industrial Hwy. in question, is presently grass.

   The abutting property owner of Lots 53 and 55 would receive full ownership. The intent is to utilize the undeveloped right-of-way in conjunction with a new multiple family development.

   c) The petitioner's purpose for the proposed roadway vacation request is to utilize the undeveloped right-of-way in conjunction with a new multiple family development. A rezoning application is in process simultaneously.

3. **CURRENT STATUS OF APPLICATION**

   a) The present hearing will be the initial formal review of this application by the Planning Commission.

   b) Chapter 34 Streets, Sidewalks and other Public Places, Article II, Vacating Public Ways of the Code of Ordinances require the Planning Commission to review the proposed vacation at the request of the City Council or when a petition has been duly executed by sixty (60) percent of all owners of record of land contiguous and adjoining the public way. The Planning Commission must then make its report and recommendations to City Council: A total of 100% of the abutting property owners signed the petition to vacate the west 30 ft. of Industrial Hwy.

c) Chapter 34: Streets, sidewalks and other public places; Article II vacating public ways; Section 34-28, Consent by owners; hearing, notice not required; this petition was duly executed by all owners of record of the property contiguous and adjacent to the therefore, no publication of notice of public hearing is required.

d) The Land Division Act provides that "permanent structures may not be erected within easement limits by the owner of the fee but the owner shall have the right to make any other use of the land not inconsistent with the rights of public utilities or the other uses as noted on the plat".

e) On November 25, 2009, the Building Division issued a Demolition Permit No.PD09-090 to demolish the home located at 25480 Schoenherr Road.

f) On November 25, 2009, the Building Division issued a Demolition Permit No.PD09-089 to demolish the home and detached garage located at 25440 Schoenherr Road.

g) On December 9, 1936, the Macomb County Register of Deeds recorded the plat of of H.Welton Obenauer's Garden Gate Subdivision No.1 on Liber 18 Page 4. On the plat map Industrial Hwy. was identified as Fraser Rd.

4. **GENERAL DESCRIPTION OF ABUTTING PROPERTIES IS AS FOLLOWS:**

a) The properties to the north are zoned "O", R-1-P, and R-1-C. There is a commercial building located at the corner of Schoenherr Rd. and Hovey Ave., undeveloped land, and a single family dwelling.

b) The properties to the east and south across Industrial Hwy. are zoned R-1-C, and contain single family dwellings.

c) The properties to the west across Schoenherr Rd. are zoned C-2, and contain a Meijer grocery store, and retail center (Great Clips, Captain Jays Fish & Chips, and Lefty Cheesesteaks).

5. Notice letters were sent to the local school district, all City of Warren departments and divisions and affected utilities. A letter has been received from the City of Warren Fire Department and Engineering Division.

a) From the Fire Department: The right-of-way vacation is approved.

b) From DTE: No objections.

c) From the Engineering Division: Preliminary review of this site indicates no difficulty in development.

Preliminary review of this site indicates that Planning Commission approval should be contingent upon the petitioner's compliance with the following condition(s):

Dedication of 12 feet of additional right-of-way for extension of the existing water main to the side of the proposed development.

6. A review of Industrial Hwy. by the Planning Staff was performed. The three (3) lots adjacent to the west 30 ft. of Industrial Hwy., are proposed to be used for a redevelopment and infill project. The land was purchased by the petitioner, Mr. Ahmad, from the City for the purpose of redevelopment. This portion of Industrial Hwy. has not been improved, and is presently grass. The proposed vacation of the west 30 ft. of Industrial Hwy. will not change existing roadway, or access for the existing homes located on the south side of Industrial Hwy. The new development is contingent upon a rezoning, this vacation, and site plan approval.

RECOMMENDATION

It is recommended that the west 30 ft. of the southwest to northeast Industrial Hwy. abutting Lots 53 through 55 of Supervisor's Plat of H.Welton Obenauer's Garden Gate Subdivision No.1 be VACATED subject to the petitioner complying with the conditions imposed as follows:

1. Retain the existing utility easement within the roadway right-of-way.

2. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. Seq.) to complete the vacation.

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. 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.

5. The petitioner has indicated that the addition area of the vacated roadway would be incorporated into a redevelopment project. The petitioner shall obtain site plan approval; however, this is not a requirement for the approval of the public roadway vacation.

And furthermore recommendation 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: No Delinquent Taxes.

DTE: DTE Electric Company has reviewed the site plan for industrial highway right of way vacation. DTE Electric Company has no objection to the above request impacting 25480, 25468, and 25440 Schoenherr; Section 24, per the site plan provided.

ENGINEERING: Preliminary review of this site indicates no difficulty in development.

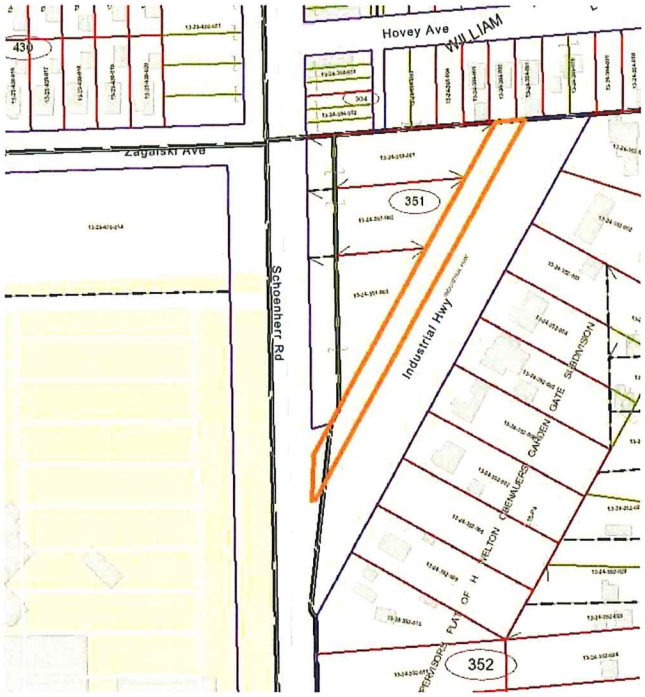
Preliminary review of this site indicates that Planning Commission approval should be contingent upon the petitioner's compliance with the following condition(s):

Dedication of 12 feet of additional right-of-way for extension of the existing water main to the side of the proposed development.

FIRE: Approved as presented.

INDUSTRIAL HIGHWAY RIGHT OF WAY VACATION; located on the west side of Industrial Highway, between Schoenherr Road and Malvina Avenue; Section 24; 25440 Schoenherr Road; Rafi Ahmad.





WARREN
Warren Planning Department
One City Square, Suite 315
Warren, MI 48093
Office: 586-574-4687

Commissioner Mouri – Okay.

ROLL CALL:
The motion carried as follows:

Commissioner Chowdhury..... Yes
Commissioner Mouri..... Yes
Commissioner Tutt..... Yes
Assistant Secretary Robinson..... Yes
Secretary Smith..... Yes
Vice Chair Boniecki..... Yes

B. INDUSTRIAL HIGHWAY RIGHT OF WAY VACATION: Located on the west side of Industrial Highway, between Schoenherr Road and Malvina Avenue; Section 24; 25480 (lot 55) – 25468 (lot 54) – 25440 (lot 53) Schoenherr Road; Rafi Ahmad.

PETITIONERS PORTION:
Mr. Jeff Graham – My name is Jeff Graham, again from Kemtech and Associations I'm representing the owner. We are looking to vacate on the property lots 53 thru 55 the west 30 feet of it. Right now there is a 150 foot right of way it's a small street so there's quite a bit of room. Even when we vacate the 30 feet we still have between the curb and the street there's still going to be about 30 feet left to be landscaped by us. We just felt that it was a complete waste of property or land and we were hoping that you would consider vacating that property over to us so that we could put it to good use.

Secretary Smith reads the following correspondence:

TAXES: No Delinquent Taxes.
DTE: DTE Electric Company has reviewed the site plan for industrial highway right of way vacation. DTE Electric Company has no objection to the above request impacting 25480, 25468, and 25440 Schoenherr; Section 24, per the site plan provided.
ENGINEERING: Preliminary review of this site indicates no difficulty in development.
Preliminary review of this site indicates that Planning Commission approval should be contingent upon the petitioner's compliance with the following condition (s):
Dedication of 12 feet of additional right of way for extension of the exiting water main to the side of the proposed development.

Approved

FIRE: Approved as presented.

Mr. Ron Wuerth reads the recommendation of the Staff:

PUBLIC HEARING:
Mr. Ron Eisinger – Do we have copies or availability to the plans that are going to be done on this property, there was three houses there now you're going to put up 16? I just wanted to know if we could get a plan of what this is going to be on the property?

Mr. Ron Wuerth – I'll answer that question, we have a file in the Planning Department and that's where one can come and take a look at the file with the plans that are presented and available. And the same with the alley, you can take a look at any file as to what the lots are and that sort of thing.

Assistant Secretary Robinson – I have a question before we close, to the petitioner, could you come up please. Upon approval of this project is it possible that you could meet with the residence that border the Industrial Highway so they'll know some type of concept plan so they know what's going to be in front of them that they'll have to live with.

Mr. Jeff Graham – Yes, we can give them a plan now the problem is the plan hasn't been approved. I'd rather give them the plan that's been approved rather than one that we think we are doing, our wish list on. But that would be no problem for us to get together with them and hand them out or we can just mail them out.

Mr. Rafi Ahmad – Already I discussed with them that the building is not going to be close to Industrial Street. We showed them the map like three times, they only said you're not going to make the building close so we just put the parking lot by Industrial Street and the building is going to be in the middle close to the Schoenherr side.

Mr. Jeff Graham – The building is only going to be two stories tall and it's going to look like a residential style.

MOTION:
A motion was made by Secretary Smith to approve, supported by Commissioner Chowdhury.

ROLL CALL:
The motion carried as follows:

Approved

Commissioner Chowdhury..... Yes
Commissioner Mouri..... Yes
Commissioner Tutt..... Yes
Assistant Secretary Robinson..... Yes
Secretary Smith..... Yes
Vice Chair Boniecki..... Yes

C. SITE PLAN FOR OPEN STORAGE OF EQUIPMENT, TRUCK/TRAILER PARKING AND SCAPPING: Located on the north side of Eight Mile Road; approximately 387.57 ft. west of Mullin Avenue; Section 34; 11177 Eight Mile Road; Dominic Atisha (A-L- I 8 Mile LLC).

PETITIONERS PORTION:
Mr. Carl Dallo – I'm at 11177 E. Eight Mile and with me is Dominic Atisha from the same building. This building has been approved through the Planning in 2018 for outside storage and several delays happened then Covid hit and everything was delayed for a long time so the Planner suggested that we resubmit the applications, and we did. We had a few meetings with the Planner and with the rest of the departments that had concerns and we hope to get approval for the outside storage today.

Secretary Smith reads the following correspondence:

TAXES: No Delinquent Taxes.
ENGINEERING:
It is the understanding of the Engineering Department following a planning review meeting on 6-29-2022:
- There will be no utility work done on site.
- There will be no changes to the pavement or onsite surface material (otherwise stormwater detention would be required)

Preliminary review of this site has yielded the following comments from the Engineering Division.
1. A topographic survey is required. There is very little information given on this site plan. Existing condition such as pavement type, property corners, fences, and existing underground utility locations, and easements need to be provided.
2. It is difficult to distinguish between different site features. Consider using different line weights and line types. Ensure text is not covered by site features and difficult to read. Provide different pavement, millings, and gravel hatch patterns to indicate pavement type.

CITY OF WARREN
Office of the Council Secretary

Item 11g

INTER-OFFICE COMMUNICATION

DATE: October 25, 2022

TO: Ron Wuerth, Planning Director

SUBJECT: PUBLIC HEARING: Industrial Highway Right-Of-Way Vacation; located on the west side of Industrial Highway, between Schoenherr Road and Malvina Avenue; Section 24; 25480 (lot 55) – 25468 (lot 54) – 25440 (lot 53) Schoenherr Road; Rafi Ahmad petitioner.

At a regular meeting of the City Council held Tuesday, October 25, 2022, Council made the formal motion to table the above listed item to address at the same time as the zoning request as it is related to this matter.

Trusting this information to be of value.

Mindy Moore

Mindy Moore
Council Secretary

cc: Attorney
Clerk
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: OCTOBER 24, 2024

TO: WARREN CITY COUNCIL SECRETARY

SUBJECT: AWARD OF BID ITB-W-1050 FOR AMMUNITION

The Purchasing Division concurs with the Police Department and recommends that Bid ITB-W-1325; Ammunition for the Police Department, be awarded to the bidders listed below for new and reload ammunition, in an annual amount not to exceed $267,940.91, at the unit prices per the attached bid tabulation sheet, for a one (1) year period:

TO	DESCRIPTION	BID AMOUNT
Acme Sports, Inc. 800 E. Tipton St. Seymour, IN 47274	**New Ammunition** per the attached pricing breakdown sheets	**$9,225.00**
Kiesler Police Supply, Inc. 2802 Sable Mill Rd. Jeffersonville, IN 47130	**New Ammunition** per the attached pricing breakdown sheets	**$51,678.91**
Norma Precision, Inc. 200 Blue Moon Xing, Ste 100 Pooler, GA 31322	**Reloads and New Ammunition** per the attached pricing breakdown sheets	**$65,470.00**
Vance Outdoors, Inc. 3723 Cleveland Ave. Columbus, OH 43224	**New Ammunition** per the attached pricing breakdown sheets	**$141,567.00**
	TOTAL:	**$267,940.91**

On Wednesday, October 16, 2024 at 1:00PM electronic bids were publicly opened for Bid ITB-W-1325; Ammunition for the Police Department. Bids were solicited through the BidNet® (MITN) system. Four (4) vendors responded with bids, which are summarized on the attached bid tabulation sheets. The following is a breakdown of the vendors that are being recommended for award, per item, based on the lowest bid.

BREAKDOWN OF AMMUNITION RECOMMENDATION	
VENDOR	**ITEM #**
Acme Sports, Inc.	37
Kiesler Police Supply, Inc.	20, 22, 26, 28, 30, 34, 36, 41, 46, 47, 51, 52, 53, 54, 57
Norma Precision, Inc.	8, 11, 17, 38
Vance Outdoors, Inc.	19, 21, 25, 27, 29, 33, 39, 40, 42, 43, 44, 45, 48, 50, 55
No-Bid Items	1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 16, 18, 23, 24, 31, 32, 35, 37, 49, 56

Based on the above information, it is recommended that the ammunition be split between the four (4) bidding companies, based on the lowest unit pricing submitted per item. These items can be referenced on the attached bid tabulation sheets.

The City is also recommending that the Police Department have the authorization to award an item(s) to the next low bidder of that item(s) if, for any reason, the primary vendor is unable to provide the ammunition as specified and in the time-frame established in the bid document.

If approved by your honorable body, this award shall commence upon the official date of City Council approval or on November 25, 2024, whichever occurs later, and have a term of one (1) year.

Funds for this purchase are available in the following Accounts: 261-9261-82215/262-9262-86400/101-1301-82401.

Respectfully Submitted,

SME

Shanah Turner
Assistant Buyer

Read and Concur,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/1/2024
Controller:		11/1/2024
MAYOR:		11/6/2024

AS-READ BID SUMMARY

City of Warren
29500 Van Dyke Avenue
Warren MI 48093

BID #: ITB-W-1325
BID DUE DATE: 10/16/2024
DEPT: POLICE

Product or Service: AMMUNITION (NEW & RELOAD)

BIDDER	GRAND TOTAL	RECOMMENDED AWARD
ACME SPORTS, INC.	$ 45,552.50	$ 9,225.00
KIESLER POLICE SUPPLY	$ 162,993.91	$ 51,678.91
NORMA PRECISION, INC.	$ 81,517.00	$ 65,470.00
VANCE OUTDOORS, INC.	$ 191,247.00	$ 141,567.00

ITEM A: RELOADS:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	ADDITIONAL SPECIFICATIONS	QTY	PRICE/UNIT	TOTAL
1	.380 Auto	95	FMJ	Standard Commercial Primer	3,000	NO BID	NO BID
2	.380 Auto	100	FMJ	Lead-Free Primer	3,000	NO BID	NO BID
3	.380 Auto	100	FMJ	Reduced Lead	3,000	NO BID	NO BID
4	.380 Auto	95	FMJ	Remanufactured brass, lead-free Primer, 1100 fps	3,000	NO BID	NO BID
5	.38 Spl	125	JSP	+P, Lead-Free Primer, 1100 fps	2,000	NO BID	NO BID
6	.38 Spl	125	JSP	Reduced Lead	2,000	NO BID	NO BID
7	9mm	147	TMJ	Lead-Free Primer, 1100 fps **MUST BE NEW BRASS**	60,000	NO BID	NO BID
8	9mm	147	TMJ	Reduced Lead **MUST BE NEW BRASS**	60,000	NO BID	NO BID
9	9mm	147	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	60,000	NO BID	NO BID
10	.40 S&W	180	CEB	Lead-Free Primer, 1100 fps	10,000	NO BID	NO BID
11	.40 S&W	180	CEB	Reduced Lead	10,000	NO BID	NO BID
12	.40 S&W	180	CEB	Remanufactured brass, lead-free Primer, 1100 fps	10,000	NO BID	NO BID
13	.357 Sig	124	FMJ	Lead-Free Primer, 1250 fps	500	NO BID	NO BID
14	.357 Sig	124	FMJ	Reduced Lead	500	NO BID	NO BID
15	.357 Magnum	158	JSP	Standard Commercial Primer	250	NO BID	NO BID
16	.45 Auto	200	TMJ	Lead-Free Primer **MUST BE NEW BRASS**	20,000	NO BID	NO BID
17	.45 Auto	200	TMJ	Reduced Lead **MUST BE NEW BRASS**	20,000	NO BID	NO BID
18	.45 Auto	200	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	20,000	NO BID	NO BID
				ITEM A: RELOADS GRAND TOTAL:			**NO BID**

ITEM B: NEW AMMUNITION:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
19	.380 Auto	95	BEB			3,000	NO BID	NO BID
20	.380 Auto	99	HST	Federal	P380HST1	1,000	NO BID	NO BID
21	.38 Spl	125	JSP	Any Lead Free		3,000	$ 0.490	$ 1,470.00
22	.38 Spl	129	HST	Federal	P38HS1G	1,000	$ 0.595	$ 595.00
23	.357 Mag.	125	JSP	Any Lead Free		200	NO BID	NO BID
24	.357 Mag.	125	Unicore	Speer	53920	200	NO BID	NO BID
25	.357 Sig	125	BEB			1,000	NO BID	NO BID
26	.357 Sig	125	GDHP	Speer LE Gold Dot	54234	500	$ 0.595	$ 297.50
27	9 mm	147	BEB			40,000	NO BID	NO BID
28	9 mm	147	HST	Federal	P9HST2	15,000	NO BID	NO BID
29	.40 S&W	155	BEB			3,000	NO BID	NO BID
30	.40 S&W	180	HST	Federal	P40HST1	1,000	$ 0.490	$ 490.00
31	.44 Spl	200	Any	Any		100	NO BID	NO BID
32	.44 Mag.	240	Any	Any		100	NO BID	NO BID
33	.45 Auto	185	BEB			5,000	NO BID	NO BID
34	.45 Auto	230	HST	Federal	P45HST2	1,000	$ 0.525	$ 525.00
35	.45 GAP	185	BEB			500	NO BID	NO BID
36	.45 GAP	200	GDHP	Speer LE Gold Dot	53978	200	NO BID	NO BID
37	9mm	124	JHP	Sig Sauer Elite V-Crown	E9MMA2-50	15,000	**$ 0.615**	**$ 9,225.00**
38	9mm	124	BEB			150,000	NO BID	NO BID
						SUB TOTAL HANDGUN AMMUNITION:		**$ 12,602.50**

Centerfire Rifle Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
39	.223	62	FMJ	Magtech or approved equivalent, No Frontier Ammo		60,000	NO BID	NO BID
40	.223	62	FMJ	Any, No Frontier Ammo		60,000	NO BID	NO BID
41	.223	62	Bonded	Federal	LE223T3	20,000	NO BID	NO BID
42	.223	62	Bonded	Hornady TAP Barrier	83285	20,000	NO BID	NO BID
43	5.560	55	FMJ	Any, No Frontier Ammo		60,000	$ 0.470	$ 28,200.00
44	.308	168	A-Max	Hornady TAP A-Max	80965	10,000	NO BID	NO BID
							SUB TOTAL RIFLE AMMUNITION:	**$ 28,200.00**

Shotgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
45	12 Guage	9 Pellet	00 Buck	Remington or approved equivalent	20620	5,000	NO BID	NO BID
46	12 Guage	9 Pellet	00 Buck	Federal	LE132 00	1,000	NO BID	NO BID
47	12 Guage	1 oz.	Rifled Slug	Federal	LEB127LRS	1,000	NO BID	NO BID
48	12 Guage	1 oz.	Rifled Slug	Remington or approved equivalent	20300	5,000	$ 0.950	$ 4,750.00
49	12 Guage	Blanks	Blanks	Flocchi 2.75" Blanks	12BLANK	1,000	NO BID	NO BID
50	12 Guage	Blanks	Blanks	Winchester 2 3/4" Blanks	XBP12	1,000	NO BID	NO BID
							SUB TOTAL SHOTGUN AMMUNITION:	**$ 4,750.00**

Miscellaneous Rounds

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
51	5.560		Toxfree	Simunition FX Marking Round	5359101	5,000	NO BID	NO BID
52	5.560		Toxfree	Simunition FX Marking Round	5359102	5,000	NO BID	NO BID
53	9 mm		Toxfree	Simunition FX Marking Round	5320771	5,000	NO BID	NO BID
54	9mm		Toxfree	Simunition FX Marking Round	5320772	5,000	NO BID	NO BID
55	.38 SPL		Blank Smokeless	Winchester or Approved Equivalent		500	NO BID	NO BID
56	.38 cal			Wad Cutter		250	NO BID	NO BID
57	9mm		Toxfree	Simunition Securibank Loud Cartridges-Safeblank Toxfree Primers SecuriBlank Loud Toxfree	5306001	1,000	NO BID	NO BID
							SUB TOTAL MISCELLANEOUS ROUNDS:	**NO BID**

ITEM B: NEW AMMUNITION GRAND TOTAL:	**$ 45,552.50**
ITEM C: GRAND TOTAL FOR ITEMS A & B:	**$ 45,552.50**
RECOMMENDED AWARD:	**$ 9,225.00**

Acme Sports' minimum quantity per order is: None.

ITEM A: RELOADS:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	ADDITIONAL SPECIFICATIONS	CLARIFICATION OF BID EXCEPTIONS, (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
1	.380 Auto	95	FMJ	Standard Commercial Primer	
2	.380 Auto	100	FMJ	Lead-Free Primer	
3	.380 Auto	100	FMJ	Reduced Lead	
4	.380 Auto	95	FMJ	Remanufactured brass, lead-free Primer, 1100 fps	
5	.38 Spl	125	JSP	+P, Lead-Free Primer, 1100 fps	
6	.38 Spl	125	JSP	Reduced Lead	
7	9mm	147	TMJ	Lead-Free Primer, 1100 fps **MUST BE NEW BRASS**	
8	9mm	147	TMJ	Reduced Lead **MUST BE NEW BRASS**	
9	9mm	147	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	
10	.40 S&W	180	CEB	Lead-Free Primer, 1100 fps	
11	.40 S&W	180	CEB	Reduced Lead	
12	.40 S&W	180	CEB	Remanufactured brass, lead-free Primer, 1100 fps	
13	.357 Sig	124	FMJ	Lead-Free Primer, 1250 fps	
14	.357 Sig	124	FMJ	Reduced Lead	
15	.357 Magnum	158	JSP	Standard Commercial Primer	
16	.45 Auto	200	TMJ	Lead-Free Primer **MUST BE NEW BRASS**	
17	.45 Auto	200	TMJ	Reduced Lead **MUST BE NEW BRASS**	
18	.45 Auto	200	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	

ITEM B: NEW AMMUNITION:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
19	.380 Auto	95	BEB			
20	.380 Auto	99	HST	Federal	P380HST1	
21	.38 Spl	125	JSP	Any Lead Free		Winchester WinClean #WC381 500rnd/Case
22	.38 Spl	129	HST	Federal	P38HS1G	Exact Spec 1000rnd/Case
23	.357 Mag.	125	JSP	Any Lead Free		
24	.357 Mag.	125	Unicore	Speer	53920	
25	.357 Sig	125	BEB			
26	.357 Sig	125	GDHP	Speer LE Gold Dot	54234	Exact Spec 1000rnd/Case
27	9 mm	147	BEB			
28	9 mm	147	HST	Federal	P9HST2	
29	.40 S&W	155	BEB			
30	.40 S&W	180	HST	Federal	P40HST1	Exact Spec 1000rnd/Case
31	.44 Spl	200	Any	Any		
32	.44 Mag.	240	Any	Any		
33	.45 Auto	185	BEB			
34	.45 Auto	230	HST	Federal	P45HST2	Exact Spec 1000rnd/Case
35	.45 GAP	185	BEB			
36	.45 GAP	200	GDHP	Speer LE Gold Dot	53978	
37	9mm	124	JHP	Sig Sauer Elite V-Crown	E9MMA2-50	Exact Spec 1000rnd/Case
38	9mm	124	BEB			

Centerfire Rifle Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
39	.223	62	FMJ	Magtech or approved equivalent, No Frontier Ammo		
40	.223	62	FMJ	Any, No Frontier Ammo		
41	.223	62	Bonded	Federal	LE223T3	
42	.223	62	Bonded	Hornady TAP Barrier	83285	
43	5.560	55	FMJ	Any, No Frontier Ammo		PMC 5.56mm 55g FML #556X 1000rnd/Case
44	.308	168	A-Max	Hornady TAP A-Max	80965	

Shotgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
45	12 Guage	9 Pellet	00 Buck	Remington or approved equivalent	20620	
46	12 Guage	9 Pellet	00 Buck	Federal	LE132 00	
47	12 Guage	1 oz.	Rifled Slug	Federal	LEB127LRS	
48	12 Guage	1 oz.	Rifled Slug	Remington or approved equivalent	20300	Exact Spec 250rnd/Case
49	12 Guage	Blanks	Blanks	Fiocchi 2.75" Blanks	12BLANK	
50	12 Guage	Blanks	Blanks	Winchester 2 3/4" Blanks	XBP12	

Miscellaneous Rounds

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
51	5.560		Toxfree	Simunition FX Marking Round	5359101	
52	5.560		Toxfree	Simunition FX Marking Round	5359102	
53	9 mm		Toxfree	Simunition FX Marking Round	5320771	
54	9mm		Toxfree	Simunition FX Marking Round	5320772	
55	.38 SPL		Blank Smokeless	Winchester or Approved Equivalent		
56	.38 cal			Wad Cutter		
57	9mm		Toxfree	Simunition Securibank Loud Cartridges-Safeblank Toxfree Primers SecuriBlank Loud Toxfree	5306001	

ITEM A: RELOADS:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	ADDITIONAL SPECIFICATIONS	QTY	PRICE/UNIT	TOTAL
1	.380 Auto	95	FMJ	Standard Commercial Primer	3,000	NO BID	NO BID
2	.380 Auto	100	FMJ	Lead-Free Primer	3,000	NO BID	NO BID
3	.380 Auto	100	FMJ	Reduced Lead	3,000	NO BID	NO BID
4	.380 Auto	95	FMJ	Remanufactured brass, lead-free Primer, 1100 fps	3,000	NO BID	NO BID
5	.38 Spl	125	JSP	+P, Lead-Free Primer, 1100 fps	2,000	NO BID	NO BID
6	.38 Spl	125	JSP	Reduced Lead	2,000	NO BID	NO BID
7	9mm	147	TMJ	Lead-Free Primer, 1100 fps **MUST BE NEW BRASS**	60,000	NO BID	NO BID
8	9mm	147	TMJ	Reduced Lead **MUST BE NEW BRASS**	60,000	NO BID	NO BID
9	9mm	147	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	60,000	NO BID	NO BID
10	.40 S&W	180	CEB	Lead-Free Primer, 1100 fps	10,000	NO BID	NO BID
11	.40 S&W	180	CEB	Reduced Lead	10,000	NO BID	NO BID
12	.40 S&W	180	CEB	Remanufactured brass, lead-free Primer, 1100 fps	10,000	NO BID	NO BID
13	.357 Sig	124	FMJ	Lead-Free Primer, 1250 fps	500	NO BID	NO BID
14	.357 Sig	124	FMJ	Reduced Lead	500	NO BID	NO BID
15	.357 Magnum	158	JSP	Standard Commercial Primer	250	NO BID	NO BID
16	.45 Auto	200	TMJ	Lead-Free Primer **MUST BE NEW BRASS**	20,000	NO BID	NO BID
17	.45 Auto	200	TMJ	Reduced Lead **MUST BE NEW BRASS**	20,000	NO BID	NO BID
18	.45 Auto	200	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	20,000	NO BID	NO BID
					ITEM A: RELOADS GRAND TOTAL:		**NO BID**

ITEM B: NEW AMMUNITION:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
19	.380 Auto	95	BEB			3,000	NO BID	NO BID
20	.380 Auto	99	HST	Federal	P380HST1	1,000	$ 0.544	$ 543.80
21	.38 Spl	125	JSP	Any Lead Free		3,000	NO BID	NO BID
22	.38 Spl	129	HST	Federal	P38HS1G	1,000	$ 0.548	$ 547.68
23	.357 Mag.	125	JSP	Any Lead Free		200	NO BID	NO BID
24	.357 Mag.	125	Unicore	Speer	53920	200	NO BID	NO BID
25	.357 Sig	125	BEB			1,000	NO BID	NO BID
26	.357 Sig	125	GDHP	Speer LE Gold Dot	54234	500	$ 0.436	$ 217.84
27	9 mm	147	BEB			40,000	NO BID	NO BID
28	9 mm	147	HST	Federal	P9HST2	15,000	$ 0.412	$ 6,177.15
29	.40 S&W	155	BEB			3,000	NO BID	NO BID
30	.40 S&W	180	HST	Federal	P40HST1	1,000	$ 0.462	$ 462.00
31	.44 Spl	200	Any	Any		100	NO BID	NO BID
32	.44 Mag.	240	Any	Any		100	NO BID	NO BID
33	.45 Auto	185	BEB			5,000	NO BID	NO BID
34	.45 Auto	230	HST	Federal	P45HST2	1,000	$ 0.505	$ 505.20
35	.45 GAP	185	BEB			500	NO BID	NO BID
36	.45 GAP	200	GDHP	Speer LE Gold Dot	53978	200	$ 0.529	$ 105.80
37	9mm	124	JHP	Sig Sauer Elite V-Crown	E9MMA2-50	15,000	NO BID	NO BID
38	9mm	124	BEB			150,000	$ 0.246	$ 36,825.00
							SUB TOTAL HANDGUN AMMUNITION:	**$ 45,384.47**

Centerfire Rifle Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
39	.223	62	FMJ	Magtech or approved equivalent, No Frontier Ammo		60,000	NO BID	NO BID
40	.223	62	FMJ	Any, No Frontier Ammo		60,000	$ 0.540	$ 32,400.00
41	.223	62	Bonded	Federal	LE223T3	20,000	**$ 1.226**	**$ 24,528.00**
42	.223	62	Bonded	Hornady TAP Barrier	83285	20,000	NO BID	NO BID
43	5.560	55	FMJ	Any, No Frontier Ammo		60,000	$ 0.508	$ 30,456.00
44	.308	168	A-Max	Hornady TAP A-Max	80965	10,000	NO BID	NO BID
							SUB TOTAL RIFLE AMMUNITION:	**$ 87,384.00**

Shotgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
45	12 Guage	9 Pellet	00 Buck	Remington or approved equivalent	20620	5,000	$ 1.229	$ 6,146.00
46	12 Guage	9 Pellet	00 Buck	Federal	LE132 00	1,000	**$ 0.779**	**$ 779.20**
47	12 Guage	1 oz.	Rifled Slug	Federal	LEB127LRS	1,000	**$ 0.802**	**$ 802.24**
48	12 Guage	1 oz.	Rifled Slug	Remington or approved equivalent	20300	5,000	$ 1.098	$ 5,488.00
49	12 Guage	Blanks	Blanks	Fiocchi 2.75" Blanks	12BLANK	1,000	NO BID	NO BID
50	12 Guage	Blanks	Blanks	Winchester 2 3/4" Blanks	XBP12	1,000	NO BID	NO BID
							SUB TOTAL SHOTGUN AMMUNITION:	**$ 13,215.44**

Miscellaneous Rounds

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
51	5.560		Toxfree	Simunition FX Marking Round	5359101	5,000	**$ 0.924**	**$ 4,620.00**
52	5.560		Toxfree	Simunition FX Marking Round	5359102	5,000	**$ 0.924**	**$ 4,620.00**
53	9 mm		Toxfree	Simunition FX Marking Round	5320771	5,000	**$ 0.722**	**$ 3,610.00**
54	9mm		Toxfree	Simunition FX Marking Round	5320772	5,000	**$ 0.722**	**$ 3,610.00**
55	.38 SPL		Blank Smokeless	Winchester or Approved Equivalent		500	NO BID	NO BID
56	.38 cal			Wad Cutter		250	NO BID	NO BID
57	9mm		Toxfree	Simunition Securibank Loud Cartridges-Safeblank Toxfree Primers SecuriBlank Loud Toxfree	5306001	1,000	**$ 0.550**	**$ 550.00**
							SUB TOTAL MISCELLANEOUS ROUNDS:	**$ 17,010.00**

ITEM B: NEW AMMUNITION GRAND TOTAL:	**$ 162,993.91**
ITEM C: GRAND TOTAL FOR ITEMS A & B:	**$ 162,993.91**
RECOMMENDED AWARD:	**$ 51,678.91**

Keisler Police Supply bid the following exceptions: Must order by the case. Lead time is 30-180 days depending on round. Lead time may vary depending on item , market, and demand. Minimum order for drop shipping is 3 cases.

Keisler Police Supply's minimum quantity per order is 3 cases.

ITEM A: RELOADS:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	ADDITIONAL SPECIFICATIONS	CLARIFICATION OF BID EXCEPTIONS, (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC.)
1	.380 Auto	95	FMJ	Standard Commercial Primer	NO BID
2	.380 Auto	100	FMJ	Lead-Free Primer	NO BID
3	.380 Auto	100	FMJ	Reduced Lead	NO BID
4	.380 Auto	95	FMJ	Remanufactured brass, lead-free Primer, 1100 fps	NO BID
5	.38 Spl	125	JSP	+P, Lead-Free Primer, 1100 fps	NO BID
6	.38 Spl	125	JSP	Reduced Lead	NO BID
7	9mm	147	TMJ	Lead-Free Primer, 1100 fps **MUST BE NEW BRASS**	NO BID
8	9mm	147	TMJ	Reduced Lead **MUST BE NEW BRASS**	NO BID
9	9mm	147	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	NO BID
10	.40 S&W	180	CEB	Lead-Free Primer, 1100 fps	NO BID
11	.40 S&W	180	CEB	Reduced Lead	NO BID
12	.40 S&W	180	CEB	Remanufactured brass, lead-free Primer, 1100 fps	NO BID
13	.357 Sig	124	FMJ	Lead-Free Primer, 1250 fps	NO BID
14	.357 Sig	124	FMJ	Reduced Lead	NO BID
15	.357 Magnum	158	JSP	Standard Commercial Primer	NO BID
16	.45 Auto	200	TMJ	Lead-Free Primer **MUST BE NEW BRASS**	NO BID
17	.45 Auto	200	TMJ	Reduced Lead **MUST BE NEW BRASS**	NO BID
18	.45 Auto	200	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	NO BID

ITEM B: NEW AMMUNITION:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC.)
19	.380 Auto	95	BEB			NO BID
20	.380 Auto	99	HST	Federal	P380HST1	1000 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
21	.38 Spl	125	JSP	Any Lead Free		NO BID
22	.38 Spl	129	HST	Federal	P38HS1G	1000 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
23	.357 Mag.	125	JSP	Any Lead Free		NO BID
24	.357 Mag.	125	Unicore	Speer	53920	NO BID
25	.357 Sig	125	BEB			NO BID
26	.357 Sig	125	GDHP	Speer LE Gold Dot	54234	1000 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
27	9 mm	147	BEB			NO BID
28	9 mm	147	HST	Federal	P9HST2	1000 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
29	.40 S&W	155	BEB			NO BID
30	.40 S&W	180	HST	Federal	P40HST1	1000 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
31	.44 Spl	200	Any	Any		NO BID
32	.44 Mag.	240	Any	Any		NO BID
33	.45 Auto	185	BEB			NO BID
34	.45 Auto	230	HST	Federal	P45HST2	1000 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
35	.45 GAP	185	BEB			NO BID
36	.45 GAP	200	GDHP	Speer LE Gold Dot	53978	1000 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
37	9mm	124	JHP	Sig Sauer Elite V-Crown	E9MMA2-50	NO BID
38	9mm	124	BEB			SPEER 53824 1000 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.

Centerfire Rifle Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
39	.223	62	FMJ	Magtech or approved equivalent, No Frontier Ammo		NO BID
40	.223	62	FMJ	Any, No Frontier Ammo		FEDERAL AE223N 500 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
41	.223	62	Bonded	Federal	LE223T3	200 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
42	.223	62	Bonded	Hornady TAP Barrier	83285	NO BID
43	5.560	55	FMJ	Any, No Frontier Ammo		FEDERAL AE223 500 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
44	.308	168	A-Max	Hornady TAP A-Max	80965	NO BID

Shotgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
45	12 Guage	9 Pellet	00 Buck	Remington or approved equivalent	20620	250 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
46	12 Guage	9 Pellet	00 Buck	Federal	LE132 00	250 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
47	12 Guage	1 oz.	Rifled Slug	Federal	LEB127LRS	250 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
48	12 Guage	1 oz.	Rifled Slug	Remington or approved equivalent	20300	250 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY.
49	12 Guage	Blanks	Blanks	Fiocchi 2.75" Blanks	12BLANK	NO BID
50	12 Guage	Blanks	Blanks	Winchester 2 3/4" Blanks	XBP12	NO BID

Miscellaneous Rounds

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
51	5.560		Toxfree	Simunition FX Marking Round	5359101	500 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY
52	5.560		Toxfree	Simunition FX Marking Round	5359102	500 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY
53	9 mm		Toxfree	Simunition FX Marking Round	5320771	500 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY
54	9mm		Toxfree	Simunition FX Marking Round	5320772	500 RDS PER CASE. MUST ORDER BY THE CASE. LEAD TIME MAY VARY
55	.38 SPL		Blank Smokeless	Winchester or Approved Equivalent		NO BID
56	.38 cal			Wad Cutter		NO BID
57	9mm		Toxfree	Simunition Securibank Loud Cartridges-Safeblank Toxfree Primers SecuriBlank Loud Toxfree	5306001	THAT IS AN OLD PART NUMBER. NEW PART NUMBER IS 5306003. 500 RDS PER CASE. MUST ORDER BYTHE CASE. LEAD TIME MAY VARY.

ITEM A: RELOADS:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	ADDITIONAL SPECIFICATIONS	QTY	PRICE/UNIT	TOTAL
1	.380 Auto	95	FMJ	Standard Commercial Primer	3,000	NO BID	NO BID
2	.380 Auto	100	FMJ	Lead-Free Primer	3,000	NO BID	NO BID
3	.380 Auto	100	FMJ	Reduced Lead	3,000	NO BID	NO BID
4	.380 Auto	95	FMJ	Remanufactured brass, lead-free Primer, 1100 fps	3,000	NO BID	NO BID
5	.38 Spl	125	JSP	+P, Lead-Free Primer, 1100 fps	2,000	NO BID	NO BID
6	.38 Spl	125	JSP	Reduced Lead	2,000	NO BID	NO BID
7	9mm	147	TMJ	Lead-Free Primer, 1100 fps **MUST BE NEW BRASS**	60,000	NO BID	NO BID
8	9mm	147	TMJ	Reduced Lead **MUST BE NEW BRASS**	60,000	$ 0.322	$ 19,320.000
9	9mm	147	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	60,000	NO BID	NO BID
10	.40 S&W	180	CEB	Lead-Free Primer, 1100 fps	10,000	NO BID	NO BID
11	.40 S&W	180	CEB	Reduced Lead	10,000	$ 0.359	$ 3,590.000
12	.40 S&W	180	CEB	Remanufactured brass, lead-free Primer, 1100 fps	10,000	NO BID	NO BID
13	.357 Sig	124	FMJ	Lead-Free Primer, 1250 fps	500	NO BID	NO BID
14	.357 Sig	124	FMJ	Reduced Lead	500	NO BID	NO BID
15	.357 Magnum	158	JSP	Standard Commercial Primer	250	NO BID	NO BID
16	.45 Auto	200	TMJ	Lead-Free Primer **MUST BE NEW BRASS**	20,000	NO BID	NO BID
17	.45 Auto	200	TMJ	Reduced Lead **MUST BE NEW BRASS**	20,000	$ 0.418	$ 8,360.000
18	.45 Auto	200	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	20,000	NO BID	NO BID
						ITEM A: RELOADS GRAND TOTAL:	$ 31,270.00

ITEM B: NEW AMMUNITION:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
19	.380 Auto	95	BEB			3,000	NO BID	NO BID
20	.380 Auto	99	HST	Federal	P380HST1	1,000	NO BID	NO BID
21	.38 Spl	125	JSP	Any Lead Free		3,000	NO BID	NO BID
22	.38 Spl	129	HST	Federal	P38HS1G	1,000	NO BID	NO BID
23	.357 Mag.	125	JSP	Any Lead Free		200	NO BID	NO BID
24	.357 Mag.	125	Unicore	Speer	53920	200	NO BID	NO BID
25	.357 Sig	125	BEB			1,000	NO BID	NO BID
26	.357 Sig	125	GDHP	Speer LE Gold Dot	54234	500	NO BID	NO BID
27	9 mm	147	BEB			40,000	$ 0.322	$ 12,880.00
28	9 mm	147	HST	Federal	P9HST2	15,000	NO BID	NO BID
29	.40 S&W	155	BEB			3,000	$ 0.359	$ 1,077.00
30	.40 S&W	180	HST	Federal	P40HST1	1,000	NO BID	NO BID
31	.44 Spl	200	Any	Any		100	NO BID	NO BID
32	.44 Mag.	240	Any	Any		100	NO BID	NO BID
33	.45 Auto	185	BEB			5,000	$ 0.418	$ 2,090.00
34	.45 Auto	230	HST	Federal	P45HST2	1,000	NO BID	NO BID
35	.45 GAP	185	BEB			500	NO BID	NO BID
36	.45 GAP	200	GDHP	Speer LE Gold Dot	53978	200	NO BID	NO BID
37	9mm	124	JHP	Sig Sauer Elite V-Crown	E9MMA2-50	15,000	NO BID	NO BID
38	9mm	124	BEB			150,000	**$ 0.228**	**$ 34,200.00**
							SUB TOTAL HANDGUN AMMUNITION:	**$ 50,247.00**

Centerfire Rifle Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
39	.223	62	FMJ	Magtech or approved equivalent, No Frontier Ammo		60,000	NO BID	NO BID
40	.223	62	FMJ	Any, No Frontier Ammo		60,000	NO BID	NO BID
41	.223	62	Bonded	Federal	LE223T3	20,000	NO BID	NO BID
42	.223	62	Bonded	Hornady TAP Barrier	83285	20,000	NO BID	NO BID
43	5.560	55	FMJ	Any, No Frontier Ammo		60,000	NO BID	NO BID
44	.308	168	A-Max	Hornady TAP A-Max	80965	10,000	NO BID	NO BID
							SUB TOTAL RIFLE AMMUNITION:	NO BID

Shotgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
45	12 Guage	9 Pellet	00 Buck	Remington or approved equivalent	20620	5,000	NO BID	NO BID
46	12 Guage	9 Pellet	00 Buck	Federal	LE132 00	1,000	NO BID	NO BID
47	12 Guage	1 oz.	Rifled Slug	Federal	LEB127LRS	1,000	NO BID	NO BID
48	12 Guage	1 oz.	Rifled Slug	Remington or approved equivalent	20300	5,000	NO BID	NO BID
49	12 Guage	Blanks	Blanks	Fiocchi 2.75" Blanks	12BLANK	1,000	NO BID	NO BID
50	12 Guage	Blanks	Blanks	Winchester 2 3/4" Blanks	XBP12	1,000	NO BID	NO BID
							SUB TOTAL SHOTGUN AMMUNITION:	NO BID

Miscellaneous Rounds

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
51	5.560		Toxfree	Simunition FX Marking Round	5359101	5,000	NO BID	NO BID
52	5.560		Toxfree	Simunition FX Marking Round	5359102	5,000	NO BID	NO BID
53	9 mm		Toxfree	Simunition FX Marking Round	5320771	5,000	NO BID	NO BID
54	9mm		Toxfree	Simunition FX Marking Round	5320772	5,000	NO BID	NO BID
55	.38 SPL		Blank Smokeless	Winchester or Approved Equivalent		500	NO BID	NO BID
56	.38 cal			Wad Cutter		250	NO BID	NO BID
57	9mm		Toxfree	Simunition Securibank Loud Cartridges-Safeblank Toxfree Primers SecuriBlank Loud Toxfree	5306001	1,000	NO BID	NO BID
							SUB TOTAL MISCELLANEOUS ROUNDS:	NO BID

ITEM B: NEW AMMUNITION GRAND TOTAL:	$ 50,247.00
ITEM C: GRAND TOTAL FOR ITEMS A & B:	$ 81,517.00
RECOMMENDED AWARD:	$ 65,470.00

Norma Precision's minimum charge per order is $150.00.

ITEM A: RELOADS:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	ADDITIONAL SPECIFICATIONS	CLARIFICATION OF BID EXCEPTIONS, (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
1	.380 Auto	95	FMJ	Standard Commercial Primer	NO BID
2	.380 Auto	100	FMJ	Lead-Free Primer	NO BID
3	.380 Auto	100	FMJ	Reduced Lead	NO BID
4	.380 Auto	95	FMJ	Remanufactured brass, lead-free Primer, 1100 fps	NO BID
5	.38 Spl	125	JSP	+P, Lead-Free Primer, 1100 fps	NO BID
6	.38 Spl	125	JSP	Reduced Lead	NO BID
7	9mm	147	TMJ	Lead-Free Primer, 1100 fps **MUST BE NEW BRASS**	NO BID
8	9mm	147	TMJ	Reduced Lead **MUST BE NEW BRASS**	Norma 9mm Rival 147gr FMJ, SKU: 801906402
9	9mm	147	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	NO BID
10	.40 S&W	180	CEB	Lead-Free Primer, 1100 fps	NO BID
11	.40 S&W	180	CEB	Reduced Lead	Norma .40 S&W 180gr TMJ, SKU: 801407652
12	.40 S&W	180	CEB	Remanufactured brass, lead-free Primer, 1100 fps	NO BID
13	.357 Sig	124	FMJ	Lead-Free Primer, 1250 fps	NO BID
14	.357 Sig	124	FMJ	Reduced Lead	NO BID
15	.357 Magnum	158	JSP	Standard Commercial Primer	NO BID
16	.45 Auto	200	TMJ	Lead-Free Primer **MUST BE NEW BRASS**	NO BID
17	.45 Auto	200	TMJ	Reduced Lead **MUST BE NEW BRASS**	Norma 45 Auto 230gr TMJ, SKU: 804504217
18	.45 Auto	200	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	NO BID

ITEM B: NEW AMMUNITION:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
19	.380 Auto	95	BEB			NO BID
20	.380 Auto	99	HST	Federal	P380HST1	NO BID
21	.38 Spl	125	JSP	Any Lead Free		NO BID
22	.38 Spl	129	HST	Federal	P38HS1G	NO BID
23	.357 Mag.	125	JSP	Any Lead Free		NO BID
24	.357 Mag.	125	Unicore	Speer	53920	NO BID
25	.357 Sig	125	BEB			NO BID
26	.357 Sig	125	GDHP	Speer LE Gold Dot	54234	NO BID
27	9 mm	147	BEB			Norma 9mm Rival 147gr FMJ, SKU: 801906402
28	9 mm	147	HST	Federal	P9HST2	NO BID
29	.40 S&W	155	BEB			Norma .40 S&W 180gr TMJ, SKU: 801407652
30	.40 S&W	180	HST	Federal	P40HST1	NO BID
31	.44 Spl	200	Any	Any		NO BID
32	.44 Mag.	240	Any	Any		NO BID
33	.45 Auto	185	BEB			Norma 45 Auto 230gr TMJ, SKU: 804504217
34	.45 Auto	230	HST	Federal	P45HST2	NO BID
35	.45 GAP	185	BEB			NO BID
36	.45 GAP	200	GDHP	Speer LE Gold Dot	53978	NO BID
37	9mm	124	JHP	Sig Sauer Elite V-Crown	E9MMA2-50	NO BID
38	9mm	124	BEB			Norma 9mm 124gr FMJ, SKU: 620340050

Centerfire Rifle Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
39	.223	62	FMJ	Magtech or approved equivalent, No Frontier Ammo		NO BID
40	.223	62	FMJ	Any, No Frontier Ammo		NO BID
41	.223	62	Bonded	Federal	LE223T3	NO BID
42	.223	62	Bonded	Hornady TAP Barrier	83285	NO BID
43	5.560	55	FMJ	Any, No Frontier Ammo		NO BID
44	.308	168	A-Max	Hornady TAP A-Max	80965	NO BID

Shotgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
45	12 Guage	9 Pellet	00 Buck	Remington or approved equivalent	20620	NO BID
46	12 Guage	9 Pellet	00 Buck	Federal	LE132 00	NO BID
47	12 Guage	1 oz.	Rifled Slug	Federal	LEB127LRS	NO BID
48	12 Guage	1 oz.	Rifled Slug	Remington or approved equivalent	20300	NO BID
49	12 Guage	Blanks	Blanks	Fiocchi 2.75" Blanks	12BLANK	NO BID
50	12 Guage	Blanks	Blanks	Winchester 2 3/4" Blanks	XBP12	NO BID

Miscellaneous Rounds

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
51	5.560		Toxfree	Simunition FX Marking Round	5359101	NO BID
52	5.560		Toxfree	Simunition FX Marking Round	5359102	NO BID
53	9 mm		Toxfree	Simunition FX Marking Round	5320771	NO BID
54	9mm		Toxfree	Simunition FX Marking Round	5320772	NO BID
55	.38 SPL		Blank Smokeless	Winchester or Approved Equivalent		NO BID
56	.38 cal			Wad Cutter		NO BID
57	9mm		Toxfree	Simunition Securibank Loud Cartridges-Safeblank Toxfree Primers SecuriBlank Loud Toxfree	5306001	NO BID

ITEM A: RELOADS:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	ADDITIONAL SPECIFICATIONS	QTY	PRICE/UNIT	TOTAL
1	.380 Auto	95	FMJ	Standard Commercial Primer	3,000	NO BID	NO BID
2	.380 Auto	100	FMJ	Lead-Free Primer	3,000	NO BID	NO BID
3	.380 Auto	100	FMJ	Reduced Lead	3,000	NO BID	NO BID
4	.380 Auto	95	FMJ	Remanufactured brass, lead-free Primer, 1100 fps	3,000	NO BID	NO BID
5	.38 Spl	125	JSP	+P, Lead-Free Primer, 1100 fps	2,000	NO BID	NO BID
6	.38 Spl	125	JSP	Reduced Lead	2,000	NO BID	NO BID
7	9mm	147	TMJ	Lead-Free Primer, 1100 fps **MUST BE NEW BRASS**	60,000	NO BID	NO BID
8	9mm	147	TMJ	Reduced Lead **MUST BE NEW BRASS**	60,000	NO BID	NO BID
9	9mm	147	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	60,000	NO BID	NO BID
10	.40 S&W	180	CEB	Lead-Free Primer, 1100 fps	10,000	NO BID	NO BID
11	.40 S&W	180	CEB	Reduced Lead	10,000	NO BID	NO BID
12	.40 S&W	180	CEB	Remanufactured brass, lead-free Primer, 1100 fps	10,000	NO BID	NO BID
13	.357 Sig	124	FMJ	Lead-Free Primer, 1250 fps	500	NO BID	NO BID
14	.357 Sig	124	FMJ	Reduced Lead	500	NO BID	NO BID
15	.357 Magnum	158	JSP	Standard Commercial Primer	250	NO BID	NO BID
16	.45 Auto	200	TMJ	Lead-Free Primer **MUST BE NEW BRASS**	20,000	NO BID	NO BID
17	.45 Auto	200	TMJ	Reduced Lead **MUST BE NEW BRASS**	20,000	NO BID	NO BID
18	.45 Auto	200	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	20,000	NO BID	NO BID
					ITEM A: RELOADS GRAND TOTAL:		**NO BID**

ITEM B: NEW AMMUNITION:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
19	.380 Auto	95	BEB			3,000	$ 0.290	$ 870.00
20	.380 Auto	99	HST	Federal	P380HST1	1,000	NO BID	NO BID
21	.38 Spl	125	JSP	Any Lead Free		3,000	$ 0.326	$ 978.00
22	.38 Spl	129	HST	Federal	P38HS1G	1,000	NO BID	NO BID
23	.357 Mag.	125	JSP	Any Lead Free		200	NO BID	NO BID
24	.357 Mag.	125	Unicore	Speer	53920	200	NO BID	NO BID
25	.357 Sig	125	BEB			1,000	$ 0.416	$ 416.00
26	.357 Sig	125	GDHP	Speer LE Gold Dot	54234	500	NO BID	NO BID
27	9 mm	147	BEB			40,000	$ 0.259	$ 10,360.00
28	9 mm	147	HST	Federal	P9HST2	15,000	NO BID	NO BID
29	.40 S&W	155	BEB			3,000	$ 0.325	$ 975.00
30	.40 S&W	180	HST	Federal	P40HST1	1,000	NO BID	NO BID
31	.44 Spl	200	Any	Any		100	NO BID	NO BID
32	.44 Mag.	240	Any	Any		100	NO BID	NO BID
33	.45 Auto	185	BEB			5,000	$ 0.360	$ 1,800.00
34	.45 Auto	230	HST	Federal	P45HST2	1,000	NO BID	NO BID
35	.45 GAP	185	BEB			500	NO BID	NO BID
36	.45 GAP	200	GDHP	Speer LE Gold Dot	53978	200	NO BID	NO BID
37	9mm	124	JHP	Sig Sauer Elite V-Crown	E9MMA2-50	15,000	$ 0.742	$ 11,130.00
38	9mm	124	BEB			150,000	$ 0.257	$ 38,550.00
							SUB TOTAL HANDGUN AMMUNITION:	**$ 65,079.00**

Centerfire Rifle Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
39	.223	62	FMJ	Magtech or approved equivalent, No Frontier Ammo		60,000	$ 0.522	$ 31,296.00
40	.223	62	FMJ	Any, No Frontier Ammo		60,000	$ 0.522	$ 31,296.00
41	.223	62	Bonded	Federal	LE223T3	20,000	NO BID	NO BID
42	.223	62	Bonded	Hornady TAP Barrier	83285	20,000	$ 0.815	$ 16,300.00
43	5.560	55	FMJ	Any, No Frontier Ammo		60,000	$ 0.434	$ 26,046.00
44	.308	168	A-Max	Hornady TAP A-Max	80965	10,000	$ 1.285	$ 12,850.00
							SUB TOTAL RIFLE AMMUNITION:	$ 117,788.00

Shotgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
45	12 Guage	9 Pellet	00 Buck	Remington or approved equivalent	20620	5,000	$ 0.632	$ 3,160.00
46	12 Guage	9 Pellet	00 Buck	Federal	LE132 00	1,000	NO BID	NO BID
47	12 Guage	1 oz.	Rifled Slug	Federal	LEB127LRS	1,000	NO BID	NO BID
48	12 Guage	1 oz.	Rifled Slug	Remington or approved equivalent	20300	5,000	$ 0.664	$ 3,320.00
49	12 Guage	Blanks	Blanks	Fiocchi 2.75" Blanks	12BLANK	1,000	NO BID	NO BID
50	12 Guage	Blanks	Blanks	Winchester 2 3/4" Blanks	XBP12	1,000	$ 1.460	$ 1,460.00
							SUB TOTAL SHOTGUN AMMUNITION:	$ 7,940.00

Miscellaneous Rounds

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	QTY	PRICE/UNIT	TOTAL
51	5.560		Toxfree	Simunition FX Marking Round	5359101	5,000	NO BID	NO BID
52	5.560		Toxfree	Simunition FX Marking Round	5359102	5,000	NO BID	NO BID
53	9 mm		Toxfree	Simunition FX Marking Round	5320771	5,000	NO BID	NO BID
54	9mm		Toxfree	Simunition FX Marking Round	5320772	5,000	NO BID	NO BID
55	.38 SPL		Blank Smokeless	Winchester or Approved Equivalent		500	$ 0.880	$ 440.00
56	.38 cal			Wad Cutter		250	NO BID	NO BID
57	9mm		Toxfree	Simunition Securibank Loud Cartridges-Safeblank Toxfree Primers SecuriBlank Loud Toxfree	5306001	1,000	NO BID	NO BID
							SUB TOTAL MISCELLANEOUS ROUNDS:	$ 440.00

ITEM B: NEW AMMUNITION GRAND TOTAL:	$ 191,247.00
ITEM C: GRAND TOTAL FOR ITEMS A & B:	$ 191,247.00
RECOMMENDED AWARD:	$ 141,567.00

Vance Outdoors, Inc. bid the following exceptions: Vance Outdoors, Inc. bid the following exceptions: Item #29 - Winchester does not make a 155gr .40cal product, thus we bid a 165gr product (Winchester #WC401). See spec sheet attached.

Vance Outdoors, Inc. minimum quantity per order is 5 cases (any mix) of Winchester products per order.

Vance Outdoors, Inc. minimum charge is $5,800.00 (any mix) of Hornady products per order.

Vance Outdoors, Inc. stated that all Hornady, Sig Sauer and Winchester products must be ordered in case lots (except Winchester #38SBLP).

ITEM A: RELOADS:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	ADDITIONAL SPECIFICATIONS	CLARIFICATION OF BID EXCEPTIONS, (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
1	.380 Auto	95	FMJ	Standard Commercial Primer	NO BID
2	.380 Auto	100	FMJ	Lead-Free Primer	NO BID
3	.380 Auto	100	FMJ	Reduced Lead	NO BID
4	.380 Auto	95	FMJ	Remanufactured brass, lead-free Primer, 1100 fps	NO BID
5	.38 Spl	125	JSP	+P, Lead-Free Primer, 1100 fps	NO BID
6	.38 Spl	125	JSP	Reduced Lead	NO BID
7	9mm	147	TMJ	Lead-Free Primer, 1100 fps **MUST BE NEW BRASS**	NO BID
8	9mm	147	TMJ	Reduced Lead **MUST BE NEW BRASS**	NO BID
9	9mm	147	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	NO BID
10	.40 S&W	180	CEB	Lead-Free Primer, 1100 fps	NO BID
11	.40 S&W	180	CEB	Reduced Lead	NO BID
12	.40 S&W	180	CEB	Remanufactured brass, lead-free Primer, 1100 fps	NO BID
13	.357 Sig	124	FMJ	Lead-Free Primer, 1250 fps	NO BID
14	.357 Sig	124	FMJ	Reduced Lead	NO BID
15	.357 Magnum	158	JSP	Standard Commercial Primer	NO BID
16	.45 Auto	200	TMJ	Lead-Free Primer **MUST BE NEW BRASS**	NO BID
17	.45 Auto	200	TMJ	Reduced Lead **MUST BE NEW BRASS**	NO BID
18	.45 Auto	200	TMJ	Remanufactured brass, lead-free Primer, 1100 fps	NO BID

ITEM B: NEW AMMUNITION:

Centerfire Handgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
19	.380 Auto	95	BEB			Winchester WinClean .380 Auto 95gr BEB, #WC3801 (500 rds/case)
20	.380 Auto	99	HST	Federal	P380HST1	NO BID
21	.38 Spl	125	JSP	Any Lead Free		Winchester WinClean .38Spcl 125gr JFP, #WC381 (500 rds/case)
22	.38 Spl	129	HST	Federal	P38HS1G	NO BID
23	.357 Mag.	125	JSP	Any Lead Free		NO BID
24	.357 Mag.	125	Unicore	Speer	53920	NO BID
25	.357 Sig	125	BEB			Winchester WinClean .357SIG 125gr BEB, #WC357SIG (500 rds/case)
26	.357 Sig	125	GDHP	Speer LE Gold Dot	54234	NO BID
27	9 mm	147	BEB			Winchester WinClean 9mm 147gr BEB, #WC93 (500 rds/case)
28	9 mm	147	HST	Federal	P9HST2	NO BID
29	.40 S&W	155	BEB			Winchester WinClean .40S&W 165gr BEB, #WC401 (500 rds/case)
30	.40 S&W	180	HST	Federal	P40HST1	NO BID
31	.44 Spl	200	Any	Any		NO BID
32	.44 Mag.	240	Any	Any		NO BID
33	.45 Auto	185	BEB			Winchester WinClean .45 Auto 185gr BEB, #WC451 (500 rds/case)
34	.45 Auto	230	HST	Federal	P45HST2	NO BID
35	.45 GAP	185	BEB			NO BID
36	.45 GAP	200	GDHP	Speer LE Gold Dot	53978	NO BID
37	9mm	124	JHP	Sig Sauer Elite V-Crown	E9MMA2-50	Sig Sauer Elite V-Crown 9mm 124gr JHP, #E9MMA2-50 (500 rds/case)
38	9mm	124	BEB			Winchester WinClean 9mm 124gr BEB, #WC92 (500 rds/case)

Centerfire Rifle Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
39	.223	62	FMJ	Magtech or approved equivalent, No Frontier Ammo		Winchester USA .223Rem 62gr FMJ, #USA223R3 (1,000 rds/case)
40	.223	62	FMJ	Any, No Frontier Ammo		Winchester USA .223Rem 62gr FMJ, #USA223R3 (1,000 rds/case)
41	.223	62	Bonded	Federal	LE223T3	NO BID
42	.223	62	Bonded	Hornady TAP Barrier	83285	Hornady .223Rem 62gr TAP Barrier, #83285 (200 rds/case)
43	5.560	55	FMJ	Any, No Frontier Ammo		Winchester USA 5.56 NATO 55gr FMJ, #Q3131K (1,000 rds/case)
44	.308	168	A-Max	Hornady TAP A-Max	80965	Hornady .308Win 168gr A-MAX TAP Precision, #80965 (200 rds/case)

Shotgun Ammunition

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
45	12 Guage	9 Pellet	00 Buck	Remington or approved equivalent	20620	Winchester Super-X 12ga 2 3/4" 9-Pellet 00 Buck, #XB1200 (250 rds/case)
46	12 Guage	9 Pellet	00 Buck	Federal	LE132 00	NO BID
47	12 Guage	1 oz.	Rifled Slug	Federal	LEB127LRS	NO BID
48	12 Guage	1 oz.	Rifled Slug	Remington or approved equivalent	20300	Winchester Super-X 12ga 2 3/4" 1oz Rifled Slug, #X12RS15 (250 rds/case)
49	12 Guage	Blanks	Blanks	Fiocchi 2.75" Blanks	12BLANK	NO BID
50	12 Guage	Blanks	Blanks	Winchester 2 3/4" Blanks	XBP12	Winchester Super-X 12ga 2 3/4" Black Powder Blank Load, #XBP12 (250 rds/case)

Miscellaneous Rounds

ITEM #	CALIBER	GRAIN	COMPOSITION	MANUFACTURER	PRODUCT #	CLARIFICATION OF BID EXCEPTIONS, ALTERNATES (PRODUCT BEING BID, QTY PER CASE, MINIMUM ORDER, ETC,)
51	5.560		Toxfree	Simunition FX Marking Round	5359101	NO BID
52	5.560		Toxfree	Simunition FX Marking Round	5359102	NO BID
53	9 mm		Toxfree	Simunition FX Marking Round	5320771	NO BID
54	9mm		Toxfree	Simunition FX Marking Round	5320772	NO BID
55	.38 SPL		Blank Smokeless	Winchester or Approved Equivalent		Winchester .38Spcl Smkls Powder Blanks, #38SBLP BX (50 rds/box - min order 5 bxs)
56	.38 cal			Wad Cutter		NO BID
57	9mm		Toxfree	Simunition Securibank Loud Cartridges-Safeblank Toxfree Primers SecuriBlank Loud Toxfree	5306001	NO BID

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

October 21, 2024

Craig Treppa, Purchasing
City of Warren Controller's Office
One City Square
Warren, MI 48093

RE: ACCEPTANCE OF AMMUNITION, NEW AND RELOADS BID FOR THE POLICE DEPARTMENT-BID #ITB-W-1325

ACCOUNT #: Duty/new ammunition 261-9261-82215
Practice/reload ammunition 262-9262-86400 or 101-1301-82401

Mr. Treppa,

On 10-16-2024, the bids (posted on the MITN system) were due for furnishing the Police Department with new and reloaded ammunition for a one year period. Bids were received from Acme Sports, Inc., Kiesler Police Supply Inc., Vance Outdoors Inc., and Norma Precision, Inc.

The Police Department recommends primary awards to the following companies for the listed items and for the listed amounts. There were no recommended award amounts listed on the 2024-2025 bids.

Acme Sports, Inc.: Item # 37, - in the amount of $9,225.00.

Vance Outdoor Inc.: Item #s 19, 21, 25, 27, 29, 33, 39, 40, 42, 43, 44, 45, 48, 50, 55 - in the amount of $141,567.00.

Kiesler Police Supply Inc: Item #s 20, 22, 26, 28, 30, 34, 36, 41, 46, 47, 51, 52, 53, 54, 57 - in the amount of $51,678.91.

Norma Precision, Inc.: Item #'s 8, 11, 17, 38 - in the amount of $65,470.00.

No bid items #s: 1,2,3,4,5,6,7,9,10,12,13,14,15,18,23,24,31,32,35,37,49,56.

The above information is based upon the lowest bid per item. I am recommending the bids are awarded as stated above. If the primary vendor, in any circumstance, is unable to provide the ammunition in a timely manner as stated in the bid, we shall have the authority to go to the 2nd lowest bidder.

Respectfully,

#406

Cpl. Gabe Seibt

Training Division

Warren Police Department

Commissioner Charles Rushton

Warren Police Department

Approved 10/22/24
Date

Lieutenant Jonathan Pickett # 616

Approved 10/22/24
Date

781

Captain Paul Houtos #629

RESOLUTION

Document No: ITB-W-1325
Product or Service: Ammunition
Requesting Department: Police

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

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

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

Electronic bids were accepted, publicly opened and read on October 16, 2024 at 1:00 p.m. Local Time.

The following bids have been received by City Council:

BIDDER: AMOUNT:

Please see attached bid tabulation

The bids of Acme Sprots, Inc., 800 E. Tipton St., Seymour, IN 47274, Kiesler Police Supply, Inc., 2802 Sable Mill Rd., Jeffersonville, IN 47130, Norma Precision, Inc., 200 Blue Moon Xing, Ste 100, Pooler, GA 31322, and Vance Outdoors, Inc., 3723 Cleveland, OH 43224, have been determined to be the low responsible and cost-effective bids for award for a one (1) year period.

Funds are available in Accounts: 261-9261-82215/262-9262-86400/101-1301-82401.

TO	DESCRIPTION	BID AMOUNT
Acme Sports, Inc. 800 E. Tipton St. Seymour, IN 47274	**New Ammunition** per the attached pricing breakdown sheets	**$9,225.00**
Kiesler Police Supply, Inc. 2802 Sable Mill Rd. Jeffersonville, IN 47130	**New Ammunition** per the attached pricing breakdown sheets	**$51,678.91**
Norma Precision, Inc. 200 Blue Moon Xing, Ste 100 Pooler, GA 31322	**Reloads and New Ammunition** per the attached pricing breakdown sheets	**$65,470.00**
Vance Outdoors, Inc. 3723 Cleveland Ave. Columbus, OH 43224	**New Ammunition** per the attached pricing breakdown sheets	**$141,567.00**
	TOTAL:	**$267,940.91**

BREAKDOWN OF AMMUNITION RECOMMENDATION	
VENDOR	**ITEM #**
Acme Sports, Inc.	37
Kiesler Police Supply, Inc.	20, 22, 26, 28, 30, 34, 36, 41, 46, 47, 51, 52, 53, 54, 57
Norma Precision, Inc.	8, 11, 17, 38
Vance Outdoors, Inc.	19, 21, 25, 27, 29, 33, 39, 40, 42, 43, 44, 45, 48, 50, 55
No-Bid Items	1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 16, 18, 23, 24, 31, 32, 35, 37, 49, 56

IT IS RESOLVED, that the split bids of Acme Sports, Inc., Kiesler Police Supply, Inc., Norma Precision, Inc., and Vance Outdoors, Inc., are hereby accepted by City Council.

IT IS FURTHER RESOLVED, that the award shall commence on the official date of City Council approval, for a one (1) year period, commencing on November 25, 2024

or on the official date of City Council approval, whichever occurs later, in the total amount not to exceed $267,940.91.

IT IS FURTHER RESOLVED, that the Police Department has the authorization to award an item(s) to the next lowest bidder of that item(s) if, for any reason, the primary vendor is unable to provide the ammunition as specified and in the time-frame established in the bid document.

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

X Bid document
☐ Contract
X Resolution

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

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this____ day of _____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

DATE: OCTOBER 24, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: RECOMMENDATION TO AWARD BID ITB-W-1281; TO FURNISH LIFTING EQUIPMENT MAINTENANCE AND REPAIR SERVICES

The Purchasing Division concurs with the Waste Water Treatment Plant (WWTP) and recommends that Bid ITB-W-1281, for Furnishing Lifting Equipment Maintenance and Repair Services, be awarded to the low responsible and cost effective bidder, CRB Crane and Service Company, Inc., 1194 Austin Court, Howell, MI 48843 in an amount not to exceed $30,880.38 annually, for a two (2) year period, with options to extend for four (4) additional two (2) year periods.

On Wednesday, October 16, 2024 at 1:00PM electronic bids were publicly opened for Bid ITB-W-1281, to Furnish Lifting Equipment Maintenance and Repair Services for the WWTP. Invitations to bid were posted on the MITN (BidNet) system. Four (4) vendors responded with a bid. One vendor, Royal Arc Welding, was not considered for award as they did not attend a mandatory site visit at the WWTP. The remaining bids are summarized on the attached bid tabulation sheets, for your review.

If approved by your honorable body, CRB Crane and Service Company, Inc. will be responsible for providing semi-annual routine inspections, preventative maintenance, and corrective maintenance services, when needed, for the WWTP'S thirty-five (35) crane and hoists, twenty-five (25) chain-fall and lever hoists, and one-hundred (100) sling and spreader beam pieces of lifting equipment.

The WWTP contacted references (Mill Steel, DTE, and American Axle) that were provided by CRB Crane and they all responded very favorably.

Included in the annual estimated price is up to eighty (80) labor hours set aside for a technician to be used for lifting equipment and corrective maintenance and repairs. There is also eight (8) hours set aside annually for crane operating training.

See the attached inventories of cranes, hoists, slings, etc. that will be serviced by Crane 1.

At the start of each new term, if renewed, CRB Crane shall be granted automatic price increases for all fees/rates based on the Consumer Price Index (CPI), Major Categories, Not Seasonally Adjusted Total from the Bureau of Labor Statistics (BLS) website: https://www.bls.gov/cpi

If approved, the agreement shall commence on November 27, 2024.

Funds are available in the Health, Safety, and Security Account: 592-1580-93020.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/1/2024
Controller:		11/1/2024
MAYOR:		11/6/2024

AS-READ BID SUMMARY

City of Warren **One City Square** **Warren MI 48093**	**Bid: ITB-W-1281** **Date Due: 10/16/2024** **Department: WWTP**

Product or service: FURNISH LIFTING EQUIPMENT MAINTENANCE AND REPAIR

BIDDER	TWO-YEAR GRAND TOTAL
CRB CRANE AND SERVICE COMPANY, INC.	$ 61,760.76
HOIST & CRANE SERVICE GROUP	$ 92,700.00
MORGAN SITE SERVICES, INC.	$ 33,581.00
ROYAL ARC WELDING	DID NOT ATTEND MANDATORY SITE VISIT

ITB-W-1281

CRB CRANE & SERVICE COMPANY
AS-READ BID DETAIL

LIFTING EQUIPMENT MAINTENANCE AND REPAIR

ITEM	QTY.	DESCRIPTION	UNIIT COST	EXTENDED ANNUAL COST
1	1 each	**Visit #1**: First of two semi-annual inspections and preventative maintenance services of crane and hoist systems.	$ 3,258.97	$ 3,258.97
2	1 each	**Visit #2**: Second of two semi-annual inspections and preventative maintenance services of crane and hoist systems.	$ 3,217.74	$ 3,217.74
3	1 each	**Visit #3**: Annual inspection and preventative maintenance of portable lifting equipment, including slings, spreader beams, chain-fall hoists, and lever hoists.	$ 1,278.67	$ 1,278.67
4	80 hours	Hourly labor rate for a technician to be used for lifting equipment for corrective maintenance and repairs.	$ 125.00	$ 10,000.00
5	$10,000	The City will pay the awarded vendor a maximum 15% markup from the vendor's cost for parts/materials needed for lifting equipment repairs.	15% Markup of $10,000.00	$ 11,500.00
6	10 each	Truck Charge cost per inspection/Repair Service Event.	$ 62.50	$ 625.00
7	8 hours	Hourly Rate for a Crane Operator Trainer	$ 125.00	$ 1,000.00
			ANNUAL GRAND TOTAL:	**$ 30,880.38**
			2-YEAR GRAND TOTAL	**$ 61,760.76**

ITB-W-1281

HOIST & CRANE SERVICE GROUP
AS-READ BID DETAIL

LIFTING EQUIPMENT MAINTENANCE AND REPAIR

ITEM	QTY.	DESCRIPTION	UNIIT COST	EXTENDED ANNUAL COST
1	1 each	**Visit #1**: First of two semi-annual inspections and preventative maintenance services of crane and hoist systems.	$ 6,600.00	$ 6,600.00
2	1 each	**Visit #2**: Second of two semi-annual inspections and preventative maintenance services of crane and hoist systems.	$ 6,600.00	$ 6,600.00
3	1 each	**Visit #3**: Annual inspection and preventative maintenance of portable lifting equipment, including slings, spreader beams, chain-fall hoists, and lever hoists.	$ 6,600.00	$ 6,600.00
4	80 hours	Hourly labor rate for a technician to be used for lifting equipment for corrective maintenance and repairs.	$ 150.00	$ 12,000.00
5	$10,000	The City will pay the awarded vendor a maximum 15% markup from the vendor's cost for parts/materials needed for lifting equipment repairs.	15% Markup of $10,000.00	$ 11,500.00
6	10 each	Truck Charge cost per inspection/Repair Service Event.	$ 125.00	$ 1,250.00
7	8 hours	Hourly Rate for a Crane Operator Trainer	$ 225.00	$ 1,800.00
			ANNUAL GRAND TOTAL:	**$ 46,350.00**
			2-YEAR GRAND TOTAL	**$ 92,700.00**

ITB-W-1281

MORGAN SITE SERVICES, INC.
AS-READ BID DETAIL

LIFTING EQUIPMENT MAINTENANCE AND REPAIR

ITEM	QTY.	DESCRIPTION	UNIIT COST	EXTENDED ANNUAL COST
1	1 each	**Visit #1**: First of two semi-annual inspections and preventative maintenance services of crane and hoist systems.	$ 3,903.00	$ 3,903.00
2	1 each	**Visit #2**: Second of two semi-annual inspections and preventative maintenance services of crane and hoist systems.	$ 3,903.00	$ 3,903.00
3	1 each	**Visit #3**: Annual inspection and preventative maintenance of portable lifting equipment, including slings, spreader beams, chain-fall hoists, and lever hoists.	$ 1,575.00	$ 1,575.00
4	80 hours	Hourly labor rate for a technician to be used for lifting equipment for corrective maintenance and repairs.	$ 115.00	$ 9,200.00
5	$10,000	The City will pay the awarded vendor a maximum 15% markup from the vendor's cost for parts/materials needed for lifting equipment repairs.	15% Markup of $10,000.00	$ 11,500.00
6	10 each	Truck Charge cost per inspection/Repair Service Event.	$ 70.00	$ 700.00
7	8 hours	Hourly Rate for a Crane Operator Trainer	$ 350.00	$ 2,800.00
			ANNUAL GRAND TOTAL:	**$ 33,581.00**
			2-YEAR GRAND TOTAL	**$ 67,162.00**

Crane and Hoist Inventory - Semi-Annual OSHA Inspection

# of Units	Location Building Letter	Location Building Name	Location Within Building	Crane Mfr	Crane Type	Hoist Mfr	Hoist Capacity	Unit ID	Notes	ORANGE - Insp Tag #	Date Inspected
1	B	grit	grit chamber at elevated influent end outside	unknown	monorail	Columbus McKinnon	1/2 ton w/ss load chain	116B		380046	5/15/24
2	D	service	drywell - lower level	R&M	TRSG	R&M	5 ton	106D	lower bushings have play - w.o. #60900	380044	5/16/24
3	D	service	drywell - lower level	unknown	stationary hoist/winch	R&M	5 ton	107D		380082	5/16/24
4	D	service	pump removal room	R&M	URSG	R&M	10 ton	108D	cover plate for contactor is missing - w.o. #60771	380071	5/16/24
5	D	service	wet well screening removal room - main level	unknown	monorail	Yale	1/2 ton	109D		380081	5/16/24
6	D	service	electric panel room	DeMag	monorail		1/2 ton	112D		380022	5/15/24
7	D	service	electric panel room	ACCO	single girder gantry	unknown	300 lbs	118D	rail is currently out of alignment and repairs will be coordinated between Crane 1 and WWTP electrical when electrical cabinet pm's are scheduled	380053	5/15/24
8	E	maintenance	shop area	Michigan	URSG	P&H	2 ton	105E		380034	5/16/24
9	G	primary tunnel	outside between primary clarifier #4 and #5 east	unknown	monorail	Dayton	1 ton	111G	trolley wheels rubbing on monorail beam welds - w.o. #60773	380095	5/15/24
10	G	primary tunnel	outside between primary clarifier #4 and #5 west	unknown	monorail	Columbus McKinnon	1/2 ton w/ss load chain	117G		380079	5/15/24
11	H	aeration	in the tunnel	Conveyor-Matic	gantry	Yale	2 ton	113H		380068	5/16/24
12	H	aeration	outside near road	unknown	monorail	Harrington	3 ton	114H		380096	5/15/24
13	I	sludge thickening and dewatering	splitting box balcony	Tramrail	monorail	P&H	1 ton	102I	locked and tagged out of service, an inspection by a certified crane technician is required before use	not inspected	
14	J	incinerator	3rd level	unknown	monorail	Shawbox	3 ton	103J		380089	5/16/24
15	J	incinerator	main floor	unknown	monorail	P&H	3 ton	104J	hoist gearbox oil leak, up button missing lens - w.o. #60769	380080	5/16/24
16	N	sand filter	main and upper levels	P&H	monorail	P&H	5 ton	101N		380005	5/15/24
17	N	sand filter	above electrical switchgear cabinet	unknown	single girder gantry	unknown	unknown	119N		380041	5/15/24
18	N	sand filter	main floor	Vestil	single girder gantry	Kyoto Vestil	2 ton	123N		380031	5/15/24
19	N	sand filter	upper level	Liftmore	Jib	Thern	600 lbs	124N		380033	5/16/24
20	O	blower	main level	P&H	monorail	P&H	3 ton	110O		380002	5/15/24
21	O	blower	above electrical switchgear cabinet	unknown	single girder gantry	unknown	unknown	120O		380043	5/15/24
22	P	non-potable water	outside next to chlorine contact chamber	unknown	URSG	Columbus McKinnon	1/2 ton w/ss load chain	100P		380077	5/15/24
23	S	plant grounds	chlorine contact chamber north	Shelby	Jib	Shelby	700 lbs	121S		380055	5/15/24
24	S	plant grounds	chlorine contact chamber south	Shelby	Jib	Shelby	700 lbs	122S		380100	5/15/24
25	T	9 Mile lift station	pump removal room - main level	unknown	monorail	ACCO	10 ton	215T		380051	5/17/24
26	T	9 Mile lift station	screening removal - outside	unknown	monorail	ACCO	1/2 ton	216T		380036	5/17/24
27	T	9 Mile lift station	#1 drywell lower level	O'Brien	Jib	Elephant	10 ton	217T		380010	5/17/24
28	T	9 Mile lift station	#2 drywell lower level	O'Brien	Jib	Elephant	10 ton	218T		380025	5/17/24
29	T	9 Mile lift station	#3 drywell lower level	O'Brien	Jib	Elephant	5 ton	219T		380015	5/17/24
30	W	uv disinfection	main floor	Gorbel	Jib	Yale	1/4 ton	115W		380067	5/15/24

Chainfall and Lever Hoist Inventory - Annual OSHA Inspection

# of Units	Location Building Letter	Location Building Name	Location Within Building	Manufacturer	Type	Capacity	Serial Number	Model Number	Unit ID	Lift	ORANGE - Inspection Tag # and Inspection Notes	Date Inspected
1	E	maintenance	shop lifting device storage area	C&M	chainfall	1/2 ton	SA178EN	S646/648	C104	15 ft.	380092	5/16/24
2	I	maintenance	holding up polymer line above tote	Dayton	electric hoist	1/4 ton	265-NP	4Z811B	C105	12 ft.	397613	5/22/24
3	E	maintenance	shop lifting device storage area	Harrington	chainfall	1/2 ton	028103	CF4697	C109	20 ft.	380006	5/16/24
4	E	maintenance	shop lifting device storage area	Maasdam Power Pull	lever hoist	2 ton		144SB-4	C115	6 ft.	380051	5/15/24
5	E	maintenance	shop lifting device storage area	Harrington	lever hoist	1/4 ton	406303	LX003	C116	6 ft.	380032	5/16/24
6	E	maintenance	shop lifting device storage area	Dayton	chainfall	2 ton	4412	1VW60	C118	20 ft.	380009	5/16/24
7	E	maintenance	shop lifting device storage area	Coffing	chainfall	1/2 ton	EM0165	LHH	C119	20 ft.	380008	5/15/24
8	E	maintenance	shop lifting device storage area	Columbus McKinnon	lever hoist	1/4 ton	H7396	Series 603	C120	10 ft.	380084	5/16/24
9	E	maintenance	shop lifting device storage area	Columbus McKinnon	lever hoist	1/4 ton	C9510	Series 602	C121	10 ft.	380063	5/15/24
10	E	maintenance	shop lifting device storage area	Coffing	chainfall	1/2 ton	EH0036	LHH	C125	15 ft.	380017	5/15/24
11	E	maintenance	shop lifting device storage area	Columbus McKinnon	lever hoist	1/2 ton	U5172	Series 603	C127	10 ft.	380074	5/15/24
12	E	maintenance	shop lifting device storage area	Dayton	lever hoist	3/4 ton	10020098	29XP37A	C128	20 ft.	380007	5/15/24
13	E	maintenance	shop lifting device storage area	Dayton	lever hoist	3/4 ton	11531826	29XP37A	C129	20 ft.	380004	5/16/24
14	E	maintenance	shop lifting device storage area	Columbus McKinnon	lever hoist	3/4 ton	A21110366	Series 653	C130	20 ft.	380030	5/15/24
15	P	non-potable water	on monorail beam (crane 100P) outside non-potable water bldg	Columbus McKinnon	chainfall	1/2 ton	S0445AQ	4622CF Series S	C132	10 ft.	380077	5/22/24
16	B	grit chamber	on monorail beam (crane 116B) at influent end of grit chamber outside	Columbus McKinnon	chainfall	1/2 ton	S0446AQ	4622CF Series S	C133	15 ft.	380046	5/22/24
17	G	primary	on monorail beam (crane 117G) over primary tunnel access hatch outside	Columbus McKinnon	chainfall	1/2 ton	S0447AQ	4622CF Series S	C134	15 ft.	380079	5/22/24
18	E	maintenance	shop lifting device storage area	Dayton	lever hoist	3/4 ton	10670339	3TP92B	C135	10 ft.	380052	5/16/24
19	E	maintenance	shop lifting device storage area	C&M	chainfall	2 ton	PC-B	622	8984	20 ft.	380070	5/16/24

Sling and Spreader Beam Inventory - Annual OSHA Inspection

# of Units	Location Building Letter	Location Building Name	Location Within Building	Lifting Mechanism Type	Capacity	Serial Number	Unit ID	Span	ORANGE - Inspection Tag # and Inspection Notes	Date Inspected
1	D	service	pump removal room	spreader beam - for RSP #5 motor	5 ton	99506	B302	4ft. 6 in.	397631	5/22/24
2	D	service	pump removal room	spreader beam - for RSP #1 motor	10 ton	6796	B303	4 ft.	397616	5/22/24
3	D	service	pump removal room	spreader beam - for 9 mile pump motors	2 ton	08556	B602	39 in.	397665	5/22/24
4	D	service	pump removal room	chain sling - for picking up floor plates in pump removal room	2700 #	MSB99896	S301	8 ft.	397636	5/22/24
5	E	maintenance	sling storage area in shop - wood box	1/2" chain sling with hooks - two leg	20800 #	DW980507	S133	7ft. 11in.	397656	5/22/24
6	E	maintenance	sling storage area in shop	endless round polyester sling	5300/4200/10600 #	19-01K01182	S134	8 ft.	374385	5/21/24
7	E	maintenance	sling storage area in shop	endless round polyester sling	5300/4200/10600 #	628379	S138	1.5 ft.	374304	5/21/24
8	W	UV Disinfection	main floor near hoist	double leg bridle wire rope sling	200 #	309474-56	S141	4' 9"	397659	5/22/24
9	E	maintenance	sling storage area in shop	2-inch polyester sling	6400/4800/12000 #	308059	S142	6 ft.	397684	5/22/24
10	D	service	electric panel room	7/32" chain sling with die pins - for picking up floor plates in electric panel room	1350 #	DC142715A	S148	7ft. 7 in.	397676	5/22/24
11	D	service	pump removal room	1/2" wire rope sling with open swage socket ea. End - found in dry well not sure of use	vertical 5800 #	48595	S149	22ft.8 in.	397692	5/22/24
12	E	maintenance	sling storage area in shop	5/8" wire rope sling std. eyes ea. end	7800#/5800#/15600 #	50670	S150	6 ft.	397626	5/22/24
13	E	maintenance	sling storage area in shop	5/8" wire rope sling std. eyes ea. end	7800#/5800#/15600 #	50671	S151	6 ft.	397605	5/22/24
14	E	maintenance	sling storage area in shop	5/8" wire rope sling std. eyes ea. end	7800#/5800#/15600 #	50669	S152	5 ft.	397663	5/22/24
15	E	maintenance	sling storage area in shop	5/8" wire rope sling heavy duty thimbles ea. end	7800#/5800#/15600 #	50216	S154	5 ft.	397634	5/22/24
16	E	maintenance	sling storage area in shop	EN90 endless round - polyester sling	8400/6700/16800 #	19-01K01832	S167	6 ft.	374347	5/21/24
17	E	maintenance	sling storage area in shop	double leg bridle - nylon sling	10300# @ 60 deg ./ 8400# @ 45 deg. / 6000# @ 30 deg.	R21142	S169	30-inch	not available for inspection	5/21/24
18	E	maintenance	sling storage area in shop	4-inch eye to eye - nylon sling	11000/8800/22000 #	A12092	S170	12 ft.	397680	5/21/24
19	E	maintenance	sling storage area in shop	endless round polyester sling	2600/2100/5200 #	431228-1	S202	1.5 ft.	not available for inspection	5/21/24
20	E	maintenance	sling storage area in shop	EN90 endless round - polyester sling	8400/6700/15800 #	1315478	S208	12 ft.	374351	5/21/24
21	E	maintenance	sling storage area in shop	1-inch eye to eye - nylon sling	6200/4900/12400 #	A13541	S215	9 ft.	397674	5/21/24
22	E	maintenance	sling storage area in shop	2-inch eye to eye - nylon sling	6400/5120/12800 #	147279	S221	3 ft.	374312	5/21/24
23	E	maintenance	sling storage area in shop	2-inch endless loop flat yellow nylon sling	6400/5120/12800 #	106968	S222	4 ft.	374334	5/21/24
24	E	maintenance	sling storage area in shop	2-inch endless - nylon sling	6400/5120/12800 #	106969	S223	10 ft.	397645	5/21/24

Sling and Spreader Beam Inventory - Annual OSHA Inspection

# of Units	Location Building Letter	Location Building Name	Location Within Building	Lifting Mechanism Type	Capacity	Serial Number	Unit ID	Span	ORANGE - Inspection Tag # and Inspection Notes	Date Inspected
25	E	maintenance	sling storage area in shop	1-inch eye to eye - nylon sling	3200/2560/6400 #	156396	S224	6 ft.	374327	5/21/24
26	E	maintenance	sling storage area in shop	2-inch endless round - nylon sling	8400/6700/16800 #	256249	S229	3 ft.	374322 (not in report)	5/21/24
27	E	maintenance	sling storage area in shop	2-inch endless round - nylon sling	8400/6700/16800 #	417228-1	S231	3 ft.	374303	5/21/24
28	E	maintenance	sling storage area in shop	red endless round - polyester sling	13200/10560/26400 #	50192205-1-001	S243	12 ft.	374307	5/21/24
29	E	maintenance	sling storage area in shop	yellow 2-inch eye-to-eye - nylon sling	6400/5120/12800 #	254813	S244	2 ft.	374382	5/21/24
30	E	maintenance	sling storage area in shop	yellow 2-inch eye-to-eye - nylon sling	12800/10240/25600 #	256640	S245	3 ft.	374326	5/21/24
31	E	maintenance	sling storage area in shop	yellow 2-inch eye-to-eye - nylon sling	12800/10240/25600 #	256639	S246	3 ft.	374384	5/21/24
32	E	maintenance	sling storage area in shop	yellow 1-inch eye-to-eye - nylon sling	6400/5120/12800 #	251465	S247	6 ft.	397678	5/21/24
33	E	maintenance	sling storage area in shop	yellow 3-inch eye-to-eye - nylon sling	8880/7104/17760 #	241004	S248	20 ft.	374352	5/21/24
34	E	maintenance	sling storage area in shop	orange endless round - polyester sling	16800/13440/33600 #	50192205-4-001	S249	12 ft.	374345	5/21/24
35	E	maintenance	sling storage area in shop	orange endless round - polyester sling	16800/13440/33600 #	50192205-5-001	S251	6 ft.	not available for inspection	
36	E	maintenance	sling storage area in shop	red endless round - polyester sling	13200/10560/26400 #	50192205-3-001	S252	3 ft.	not available for inspection	
37	E	maintenance	sling storage area in shop	3/8-inch wire rope std. eyes each end	2800//2200/5800 #	162085	S255	2 ft.	397619	
38	E	maintenance	sling storage area in shop	2-inch endless loop nylon sling	12800/10400/25600 #	255977	S257	3 ft.	374359	5/21/24
39	E	maintenance	sling storage area in shop	2-inch eye to eye nylon sling	6400/5120/12800 #	SUS040921-48	S261	10 ft.	397681	5/21/24
40	E	maintenance	sling storage area in shop	3-inch eye to eye nylon sling	9600/7680/19200 #	SUS012121-394	S262	20 ft.	374330	5/21/24
41	E	maintenance	sling storage area in shop	2-inch endless loop nylon sling	12800/10240/25600 #	326473	S263	6 ft.	397642	5/21/24
42	E	maintenance	sling storage area in shop	2-inch endless loop nylon sling	12800/10400/25600 #	326474	S264	3 ft.	374340	5/21/24
43	E	maintenance	sling storage area in shop	1-inch eye to eye nylon sling	3200/2560/6400 #	334948	S265	8 ft.	397686	5/21/24
44	E	maintenance	sling storage area in shop	2-inch endless round polyester sling	5300/4200/10600 #	1858146-56	S267	3 ft.	damaged and discarded	5/21/24
45	E	maintenance	sling storage area in shop	endless round polyester sling	2600/2100/5200 #	1853348-38	S268	2 ft.	damaged and discarded	5/21/24
46	E	maintenance	sling storage area in shop	endless round polyester sling	2600/2100/5200 #	1853348-6	S269	2 ft.	374323	5/21/24
47	E	maintenance	sling storage area in shop	2-inch endless round polyester sling	5300/4200/10600 #	1797735-28	S270	6 ft.	not available for inspection	
48	E	maintenance	sling storage area in shop	2-inch endless round green polyester sling	5300/4200/10600 #	SUS100622-99	S272	8 ft.	374342	5/21/24
49	E	maintenance	sling storage area in shop	2-inch endless round green polyester sling	5300/4200/10600 #	SUS100622-100	S273	8 ft.	374329	5/21/24
50	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	SUS101222-51	S275	3 ft.	374319	5/21/24
51	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	SUS101222-52	S276	3 ft.	not available for inspection	
52	E	maintenance	sling storage area in shop	4-inch eye to eye flat yellow nylon sling	12000/9600/24400 #	27681-001	S277	3 ft.	374317	5/21/24

Sling and Spreader Beam Inventory - Annual OSHA Inspection

# of Units	Location Building Letter	Location Building Name	Location Within Building	Lifting Mechanism Type	Capacity	Serial Number	Unit ID	Span	ORANGE - Inspection Tag # and Inspection Notes	Date Inspected
53	E	maintenance	sling storage area in shop	4-inch eye to eye flat yellow nylon sling	12000/9600/24400 #	27681-002	S278	3 ft.	374391	5/21/24
54	E	maintenance	sling storage area in shop	2-inch endless loop flat yellow nylon sling	6400/5000/12800 #	1996344-1	S279	2 ft.	374306	5/21/24
55	E	maintenance	sling storage area in shop	2-inch endless loop flat yellow nylon sling	6400/5000/12800 #	1996344-2	S280	2 ft.	374309	5/21/24
56	E	maintenance	sling storage area in shop	6-inch endless loop flat yellow nylon sling	12200/9800/24400 #	2002581-1	S281	3 ft.	397666	5/21/24
57	E	maintenance	sling storage area in shop	6-inch endless loop flat yellow nylon sling	12200/9800/24400 #	2002582-2	S282	4 ft.	397690	5/21/24
58	E	maintenance	sling storage area in shop	2-inch endless loop flat yellow nylon sling	12400/9900/24800 #	2002588-1	S283	2 ft.	374357	5/21/24
59	E	maintenance	sling storage area in shop	2-inch endless loop flat yellow nylon sling	12400/9900/24800 #	2002588-2	S284	2 ft.	374338	5/21/24
60	E	maintenance	sling storage area in shop	4-inch eye to eye flat yellow nylon sling	12000/9600/24000 #	S24275-023	S285	4 ft.	374390	5/21/24
61	E	maintenance	sling storage area in shop	4-inch eye to eye flat yellow nylon sling	12000/9600/24000 #	S24275-025	S286	4 ft.	374377	5/21/24
62	E	maintenance	sling storage area in shop	6-inch endless loop flat yellow nylon sling	12200/9800/24400 #	2002581-2	S287	3 ft.	397682	5/21/24
63	E	maintenance	sling storage area in shop	6-inch endless loop flat yellow nylon sling	12200/9800/24400 #	2002582-1	S288	4 ft.	397679	5/21/24
64	E	maintenance	sling storage area in shop	2-inch endless looop flat yellow nylon sling	6200/4960/12400 #	19914	S289	4 ft.	374301	5/21/24
65	E	maintenance	sling storage area in shop	2-inch endless looop flat yellow nylon sling	6200/4960/12400 #	19913	S290	6 ft.	374396	5/21/24
66	E	maintenance	sling storage area in shop	2-inch endless looop flat yellow nylon sling	6200/4960/12400 #	19912	S291	6 ft.	397672	5/21/24
67	E	maintenance	sling storage area in shop	2-inch eye to eye flat yellow nylon sling	6200/4960/12400 #	19691	S292	4 ft.	374354	5/21/24
68	E	maintenance	sling storage area in shop	2-inch eye to eye flat yellow nylon sling	6200/4960/12400 #	19918	S293	10 ft.	397671	5/21/24
69	E	maintenance	sling storage area in shop	3-inch endless loop flat yellow nylon sling	9400/7520/18800 #	19917	S294	3 ft.	374321	5/21/24
70	E	maintenance	sling storage area in shop	2-inch endless loop flat yellow nylon sling	6200/4960/12400 #	19915	S295	12 ft.	374379	5/21/24
71	E	maintenance	sling storage area in shop	1-inch eye to eye flat yellow nylon sling	3100/2480/6200 #	89725	S296	8 ft.	397689	5/21/24
72	E	maintenance	sling storage area in shop	1-inch endless loop flat yellow nylon sling	3200/2560/6200 #	89783	S297	8 ft.	397670	5/21/24
73	E	maintenance	sling storage area in shop	3-inch endless loop flat yellow nylon sling	9400/7520/18800 #	19916	S298	12 ft.	374353	5/21/24
74	E	maintenance	sling storage area in shop	3-inch eye to eye flat yellow nylon sling	8800/7040/17600 #	19839	S299	20 ft.	374376	5/21/24
75	E	maintenance	sling storage area in shop	4-inch eye to eye flat yellow nylon sling	11000/8800/22000 #	19826	S300	20 ft.	374388	5/21/24
76	E	maintenance	sling storage area in shop	2-inch double leg bridle	10350 # @ 60 degrees	02500	S302	45 inch	397683	5/22/24
77	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	6875941	S303	6 ft.	374336	5/21/24
78	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	6875946	S304	6 ft.	374355	5/21/24
79	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	6875945	S305	6 ft.	374311	5/21/24
80	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	6875942	S306	6 ft.	374333	5/21/24
81	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	6875943	S307	6 ft.	374341	5/21/24

Sling and Spreader Beam Inventory - Annual OSHA Inspection

# of Units	Location Building Letter	Location Building Name	Location Within Building	Lifting Mechanism Type	Capacity	Serial Number	Unit ID	Span	ORANGE - Inspection Tag # and Inspection Notes	Date Inspected
82	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	6875944	S308	6 ft.	374324	5/21/24
83	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	SUS08082234	S309	3 ft.	397635	5/21/24
84	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	SUS08082236	S310	3 ft.	not available for inspection	
85	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	SUS08082238	S311	3 ft.	397652	5/21/24
86	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	SUS08082239	S312	3 ft.	374302	5/21/24
87	E	maintenance	sling storage area in shop	2-inch endless round yellow polyester sling	8400/6700/16800 #	SUS08082242	S313	3 ft.	374387	5/21/24
	Key									
B =	spreader beam									
S =	sling									

WARREN

WASTE WATER TREATMENT PLANT
32360 Warkop
Warren, Michigan 48093-6726
(586) 264-2530
Fax (586) 264-3594
www.cityofwarren.org

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

FROM: Joseph Kovalcik, Wastewater Specialist
Division of Waste Water Treatment

SUBJECT: Award Recommendation for Bid ITB-W-1281
WWTP - Furnish Lifting Equipment Maintenance and Repairs

DATE: October 22, 2024

Sealed bids were received and publicly read aloud on October 16, 2024, for bid ITB-W-1281, Lifting Equipment Maintenance and Repairs for the City of Warren Wastewater Treatment Division. The contract will provide routine inspections and preventive maintenance and corrective maintenance as necessary for up to thirty-five (35) crane and hoist, twenty-five (25) chain-fall and lever hoist and one-hundred (100) sling and spreader beam pieces of lifting equipment.

Bids were solicited through the Bid Net (MITN) System on September 12, 2024. Bids were received from three (3) different crane maintenance companies and publicly read aloud on October 16, 2024. The bids are summarized on the attached bid tabulation.

After careful evaluation of all of the bids it was determined that CRB Crane and Service Company, Inc. of Howell, Michigan, submitted the lowest bid ($61,760.76).

The references provided by CRB Crane and Service Company, Inc. as requested in the bid documents were contacted. The information received from the references indicated that CRB Crane and Service Company is highly recommended and will provide the kind of service that that the City of Warren Wastewater Treatment Division is looking for.

Therefore, in consideration of the above, please take the steps necessary to award bid ITB-W-1281, Lifting Equipment Maintenance and Repairs for the City of Warren Wastewater Treatment Division, to the lowest qualified bidder, CRB Crane and Service Company, Inc., in the amount not to exceed $61,760.76.

Funds are available in the 25 FY Water and Sewer System Budget, Health and Safety, Account # 592-1580-93020.

Your usual fine cooperation is appreciated.

Sincerely

Joseph Kovalcik
WWTP Wastewater Specialist

Read and Concurred

Donna Dordeski, P.E.
WWTP Division Head

Attachments: Bid Tabulation, Resolution

CC: D. Muzzarelli - Director of Public Service
K. Battle - Budget Director, Controller's Office
J. Kovalcik - WWTP Wastewater Specialist

RESOLUTION

Document No: ITB-W-1281

Product or Service: Lifting Equipment Maintenance and Repair Services

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 _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

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

Sealed bids were accepted, publicly opened and read on October 16, 2024 at 1 p.m.

The following bids have been received by City Council:

BIDDER: AMOUNT:

Please see attached bid tabulation

The bid of CRB Crane and Service Company, Inc., 1194 Austin Court, Howell, MI 48843 was the low responsible and cost effective bidder for the solicitation and is recommended for award for a term of two (2) years, commencing on November 27, 2024, with options to extend for four (4) additional two (2) year periods.

Funds are available in the following Account: 592-1580-93020.

IT IS RESOLVED, that the bid of CRB Crane and Service Company, Inc., is hereby accepted by City Council for a two (2) year period, commencing on November 27, 2024 in an amount not to exceed $30,880.38 annually.

IT IS FURTHER RESOLVED, that there are options to extend for four (4) additional two (2) year periods with mutual consent of both parties.

IT IS FURTHER RESOLVED, that At the start of each new term (years 3, 5, 7, 9), if renewed, CRB Crane and Service Company, Inc. shall be granted automatic price increases for all fees/rates based on the Consumer Price Index (CPI), Major Categories, Not Seasonally Adjusted Total from the Bureau of Labor Statistics (BLS) website: https://www.bls.gov/cpi

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

X Bid document
☐ Contract
☐ Resolution

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

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this____ day of _____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

DATE: OCTOBER 21, 2024

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: AWARD OF BID ITB-W-1336 MISCELLANEOUS TREE PRUNING SERVICES

The Purchasing Division concurs with the Department of Public Works (DPW), and recommends that Bid ITB-W-1336, for Miscellaneous Tree Pruning be awarded to CHOP, 1505 Steele Avenue S.W., Grand Rapids, MI 49507, for a one (1) year period, with an option to extend the award for two (2) additional one (1) year periods, with mutual consent of both parties, in an annual amount not to exceed $84,800.00.

On Wednesday, October 9, 2024 at 1:00 PM local time, electronic bids were publicly opened for ITB-W-1336; Miscellaneous Tree Pruning Services. Bids were solicited through the BidNet® (MITN) system. Eight (8) vendors responded to the solicitation, which are summarized on the attached bid tabulation sheet for your review.

Russell Landscaping, Inc. was the low bidder for this solicitation. However, the specifications require that the awarded vendor shall have an ISA Certified Arborist, or State Licensed Arborist on site, or request the services of such an individual for inspections. Russell Landscaping, Inc. was unable to meet this requirement. The second lowest bidder, CHOP, is able to meet all requirements, and therefore, is being recommended for award.

The City is in need of having miscellaneous tree pruning services performed throughout the City. This award is in addition to the City's current tree pruning award through Owen Tree Service. Owen Tree Service is responsible for pruning trees by pre-determined City Sections. Under this agreement, the awarded vendor will be responsible for pruning trees that are scattered throughout the City and are in need of being pruned. The trees under this agreement will fall outside of the pre-determined Sections that Owen Tree Service is responsible for this year.

The City estimates that approximately 500 trees will need pruning by CHOP each year.

The City shall work with CHOP to develop a schedule for pruning trees. This schedule will not require CHOP to prune trees on a daily basis, but will be based on a list that DPW sends to CHOP on a weekly or bi-weekly basis.

If approved by your honorable body, this award will commence on January 1, 2025, or upon City Council approval, whichever occurs later, for a one (1) year period, with an option to extend the award for two (2) additional one (1) year periods, in an annual amount not to exceed $84,800.00.

Funds for this purpose are available in the following DPW Tree Maintenance Account: 101-1442-81400.

Respectfully Submitted,

Shanah Turner
Assistant Buyer

Read and Concur,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/1/2024
Controller:		11/1/2024
MAYOR:		11/6/2024

AS-READ BID TABULATION

City of Warren One City Square Warren MI 48093	BID #: ITB-W-1336 BID DUE DATE: 10/9/2024 DEPT: DPW
Product or Service: Misc. Tree Pruning Services	
BIDDER	**GRAND TOTAL**
BRANCH TREE SERVICE, INC.	$ 144,420.00
CHOP	$ 84,800.00
LIMB WALKERS TREE & SNOW	$ 112,000.00
MOMENTUM TREE EXPRETS	$ 195,750.00
OWEN TREE SERVICE, INC.	$ 118,720.00
PLATINUM LANDSCAPE	NOT COMPLETE, THEREFORE, NOT CONSIDERED
RUSSELL LANDSCAPING, INC.	$ 61,700.00
WONSEY TREE SERVICE, INC.	$ 107,000.00

ITEM 1 - MISCELLANEOUS TREE PRUNING			
DESCRIPTION	**ESTIMATED ANNUAL QUANTITY**	**UNIT PRICE (PER TREE)**	**TOTAL ESTIMATED ANNUAL PRICE**
Miscellaneous Tree Pruning	500 TREES	$ 279.00	$ 139,500.00
		ITEM 1 - SUBTOTAL MISC. TREE PRUNING:	**$ 139,500.00**

ITEM 2 - ADDITIONAL PRUNING OUTSIDE OF INITIAL SCOPE - LABOR COST			
DESCRIPTION	**ESTIMATED ANNUAL QTY.**	**HOURLY RATE**	**TOTAL ESTIMATED ANNUAL PRICE**
LABOR	60 HOURS	$ 82.00	$ 4,920.00
		ITEM 2 - SUBTOTAL ADDITIONAL PRUNING:	**$ 4,920.00**

ITEM 1 & 2 GRAND TOTAL:	**$ 144,420.00**

AS-READ BID DETAIL

ITEM 1 - MISCELLANEOUS TREE PRUNING			
DESCRIPTION	**ESTIMATED ANNUAL QUANTITY**	**UNIT PRICE (PER TREE)**	**TOTAL ESTIMATED ANNUAL PRICE**
Miscellaneous Tree Pruning	500 TREES	$ 160.00	$ 80,000.00
		ITEM 1 - SUBTOTAL MISC. TREE PRUNING:	**$ 80,000.00**

ITEM 2 - ADDITIONAL PRUNING OUTSIDE OF INITIAL SCOPE - LABOR COST			
DESCRIPTION	**ESTIMATED ANNUAL QTY.**	**HOURLY RATE**	**TOTAL ESTIMATED ANNUAL PRICE**
LABOR	60 HOURS	$ 80.00	$ 4,800.00
		ITEM 2 - SUBTOTAL ADDITIONAL PRUNING:	**$ 4,800.00**

ITEM 1 & 2 GRAND TOTAL:	**$ 84,800.00**

ITEM 1 - MISCELLANEOUS TREE PRUNING			
DESCRIPTION	**ESTIMATED ANNUAL QUANTITY**	**UNIT PRICE (PER TREE)**	**TOTAL ESTIMATED ANNUAL PRICE**
Miscellaneous Tree Pruning	500 TREES	$ 200.00	$ 100,000.00
		ITEM 1 - SUBTOTAL MISC. TREE PRUNING:	**$ 100,000.00**

ITEM 2 - ADDITIONAL PRUNING OUTSIDE OF INITIAL SCOPE - LABOR COST			
DESCRIPTION	**ESTIMATED ANNUAL QTY.**	**HOURLY RATE**	**TOTAL ESTIMATED ANNUAL PRICE**
LABOR	60 HOURS	$ 200.00	$ 12,000.00
		ITEM 2 - SUBTOTAL ADDITIONAL PRUNING:	**$ 12,000.00**

ITEM 1 & 2 GRAND TOTAL:	**$ 112,000.00**

ITEM 1 - MISCELLANEOUS TREE PRUNING			
DESCRIPTION	**ESTIMATED ANNUAL QUANTITY**	**UNIT PRICE (PER TREE)**	**TOTAL ESTIMATED ANNUAL PRICE**
Miscellaneous Tree Pruning	500 TREES	$ 337.50	$ 168,750.00
		ITEM 1 - SUBTOTAL MISC. TREE PRUNING:	**$ 168,750.00**

ITEM 2 - ADDITIONAL PRUNING OUTSIDE OF INITIAL SCOPE - LABOR COST			
DESCRIPTION	**ESTIMATED ANNUAL QTY.**	**HOURLY RATE**	**TOTAL ESTIMATED ANNUAL PRICE**
LABOR	60 HOURS	$ 450.00	$ 27,000.00
		ITEM 2 - SUBTOTAL ADDITIONAL PRUNING:	**$ 27,000.00**

ITEM 1 & 2 GRAND TOTAL:	**$ 195,750.00**

ITEM 1 - MISCELLANEOUS TREE PRUNING			
DESCRIPTION	**ESTIMATED ANNUAL QUANTITY**	**UNIT PRICE (PER TREE)**	**TOTAL ESTIMATED ANNUAL PRICE**
Miscellaneous Tree Pruning	500 TREES	$ 224.00	$ 112,000.00
		ITEM 1 - SUBTOTAL MISC. TREE PRUNING:	**$ 112,000.00**

ITEM 2 - ADDITIONAL PRUNING OUTSIDE OF INITIAL SCOPE - LABOR COST			
DESCRIPTION	**ESTIMATED ANNUAL QTY.**	**HOURLY RATE**	**TOTAL ESTIMATED ANNUAL PRICE**
LABOR	60 HOURS	$ 112.00	$ 6,720.00
		ITEM 2 - SUBTOTAL ADDITIONAL PRUNING:	**$ 6,720.00**

ITEM 1 & 2 GRAND TOTAL:	**$ 118,720.00**

ITEM 1 - MISCELLANEOUS TREE PRUNING			
DESCRIPTION	**ESTIMATED ANNUAL QUANTITY**	**UNIT PRICE (PER TREE)**	**TOTAL ESTIMATED ANNUAL PRICE**
Miscellaneous Tree Pruning	500 TREES	$ 115.00	$ 57,500.00
		ITEM 1 - SUBTOTAL MISC. TREE PRUNING:	**$ 57,500.00**

ITEM 2 - ADDITIONAL PRUNING OUTSIDE OF INITIAL SCOPE - LABOR COST			
DESCRIPTION	**ESTIMATED ANNUAL QTY.**	**HOURLY RATE**	**TOTAL ESTIMATED ANNUAL PRICE**
LABOR	60 HOURS	$ 70.00	$ 4,200.00
		ITEM 2 - SUBTOTAL ADDITIONAL PRUNING:	**$ 4,200.00**

ITEM 1 & 2 GRAND TOTAL:	**$ 61,700.00**

ITEM 1 - MISCELLANEOUS TREE PRUNING			
DESCRIPTION	**ESTIMATED ANNUAL QUANTITY**	**UNIT PRICE (PER TREE)**	**TOTAL ESTIMATED ANNUAL PRICE**
Miscellaneous Tree Pruning	500 TREES	$ 160.00	$ 80,000.00
		ITEM 1 - SUBTOTAL MISC. TREE PRUNING:	**$ 80,000.00**

ITEM 2 - ADDITIONAL PRUNING OUTSIDE OF INITIAL SCOPE - LABOR COST			
DESCRIPTION	**ESTIMATED ANNUAL QTY.**	**HOURLY RATE**	**TOTAL ESTIMATED ANNUAL PRICE**
LABOR	60 HOURS	$ 450.00	$ 27,000.00
		ITEM 2 - SUBTOTAL ADDITIONAL PRUNING:	**$ 27,000.00**

ITEM 1 & 2 GRAND TOTAL:	**$ 107,000.00**

DATE: October 21, 2024
TO: Craig Treppa, Purchasing Agent
FROM: Scott Raedel, Superintendent, Division of Public Works
RE: ITB-W-1336 Miscellaneous Tree Pruning Services

Craig,

The Division of Public Works recommends CHOP be awarded bid ITB-W-1336, for miscellaneous tree pruning.

CHOP was not the low bidder. However, the low bidder, Russell Landscaping Inc., did not provide proof of an ISA Certified Arborist or State Licensed Arborist on site or such a qualified person that they could bring in for individual inspections.

CHOP's bid will not exceed $84,800, and will cover pruning of up to 500 trees.

This will be paid from account 101-1442-81400.

I will be available to you or City Council if you have any questions regarding this bid by the Division of Public Works.

Respectfully,

Scott Raedel

Scott Raedel
Superintendent
Division of Public Works

RESOLUTION

Document No: ITB-W-1336

Product or Service: Miscellaneous Tree Pruning

Requesting Department: Department of Public Works (DPW)

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, City Council meeting held in the City of 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 Wednesday, October 9, 2024 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 CHOP 1505 Steele Avenue S.W., Grand Rapids, MI 49507, has been determined to be the second lowest bidder for award to furnish miscellaneous tree pruning services. The City estimates that 500 trees will be pruned under this agreement for the 2025 calendar year, for a total amount not to exceed $84,800.00 ($160.00 per tree).

Funds are available in the following DPW Tree Maintenance Account: 101-1442-81400.

IT IS RESOLVED, that the bid of CHOP is hereby accepted by City Council for the 2025 calendar year, commencing on January 1, 2025 or upon City Council approval, whichever occurs later, for a one (1) year period, with an option to extend the award for two (2) additional one (1) year periods, with mutual consent of both parties, in an annual amount not to exceed $84,800.00.

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:

X Bid document
☐ Contract
X Resolution

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

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this____ day of _____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

TO: Mayor Lori M. Stone

FROM: Engineering Division

RE: MDOT Cost Share Agreement
Frazho Rd, Hoover to Schoenherr Rd
Road Reconstruction

DATE: October 30, 2024

Attached please find one (1) original of the above referenced contract document, as well as confirmation that the City Council has approved its execution (resolution attached). Please sign the document where indicated.

Once completed, the document should be returned to the Engineering Division for distribution.

Should you have any questions, please feel free to contact this office.

Sincerely,

Jodi L. Johnstone
Engineering Clerical Technician

JLJ

Attachments: MDOT Cost Sharing Agreement, City Council Resolution

CONTRACT/AGREEMENT COVER SHEET

New, Expiration, or Renewal for contract or agreement

(this form must be attached to any contract/agreement that requires clerk signature)

Requesting Department: ENGINEERING DIVISION

Please indicate if Contract, or Agreement: COST SHARING AGREEMENT/MDOT CONTRACT 24-5421

New, Expiration, Renewal, Modification/Amendment, Termination *(or other)*: NEW

VENDOR NAME/ADDRESS/PHONE:
MICHIGAN DEPARTMENT OF TRANSPORTATION
517-241-2400

DURATION INFORMATION

Date of Service *(start and end date of contract/agreement):* UPON EXECUTION

Contract Duration:

Contract Terms *(ex: 2 years, 5 years with 3 year extension agreed upon by both parties etc.):* N/A

Are there any other terms that may apply *(ex. may be canceled by either party with 30-day written notice)*
N/A

Prior Contract Dates *(if applicable):* N/A

Department contact for contract/agreement: TINA GAPSHE, P.E.

Name of Person completing cover sheet: JODI JOHNSTONE

Signature of Person completing cover sheet:

Date completed form: 10/30/2024

(ADVANCE CONSTRUCTION CONTRACT) DA
STP

Control Section	STU 50000
Job Number	217681CON
Project	24A0908
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5421

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WARREN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Warren, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated October 1, 2024, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION
Concrete reconstruction with integral curb along Frahzo Road from Hoover Road to Schoenherr Road; including grading, aggregate base, drainage work, concrete sidewalk, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Audio-visual survey, water main, hydrant, sprinkler work and permit fees along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT will be performed as an advance construction project; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be

directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions by the Federal government. Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 81.85 percent. The current available Federal Surface Transportation Funds for the PART A portion of the PROJECT are established to be $1,520,777. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

$500,000

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within thirty (30) days after receipt of bill.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

Failure to make such payments within 30 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA

451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

12. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

13. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT and its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT and its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT and its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

14. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

15. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as

giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

18. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

19. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

20. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WARREN

By_____
Title: Mayor

By_____
Title: City Clerk

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
for Department Director MDOT

REVIEWED

October 1, 2024

EXHIBIT I

CONTROL SECTION	STU 50000
JOB NUMBER	217681CON
PROJECT	24A0908

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$4,068,000	$1,807,100	$5,875,100

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$4,068,000	$1,807,100	$5,875,100
Less Federal Funds (Current Fiscal Year)	$1,520,777	$ 0	$1,520,777
Less Federal Funds (Advance Construction) Future Fiscal Year*	$1,808,881	$ 0	$1,808,881
REQUESTING PARTY'S SHARE (Future Fiscal Year)	$ 738,342	$1,807,100	$2,545,442

*Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 81.85 percent.

DEPOSIT (MIN of Advance Construction Portion PART A - $1,808,881)	$500,000
(NONE REQUIRED - PART B)	$ 0
	$500,000

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

      With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (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 Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

CITY OF WARREN
Office of the Council Secretary

Item 4g

INTER-OFFICE COMMUNICATION

DATE: October 22, 2024

TO: Tina Gapshes, Engineering

SUBJECT: CONSIDERATION AND ADOPTION OF A RESOLUTION to approve a cost sharing agreement between the Michigan Department of Transportation (MDOT)and the City of Warren for concrete reconstruction work along Frazho Road, from Hoover Road to Schoenherr Road, MDOT Contract No. 24-5421.

At a Regular meeting of the City Council held Tuesday, October 22, 2024, Council made the formal motion to approve the above listed item.

Trusting this information to be of value.

Mindy Moore

Mindy Moore
Council Secretary

cc: Attorney
Clerk
Mayor

4g

RESOLUTION APPROVING A COST SHARING AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND THE CITY OF WARREN FOR CONCRETE RECONSTRUCTION WORK ALONG FRAZHO ROAD FROM HOOVER ROAD TO SCHOENHERR ROAD MDOT CONTRACT NO. 24-5421

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on October 22, 2024, at 7:00 p.m. Eastern Local Time, in Council Chambers located at Warren Community Center Auditorium, 5460 Arden Ave., Warren, Michigan.

PRESENT: Councilmembers Boike, Dwyer, Lafferty, Magee, Moore, Newnan, Rogensues

ABSENT: Councilmembers None

The following preamble and resolution were offered by Councilmember Moore, and supported by Councilmember Lafferty.

The City of Warren had requested Federal Highway Funds for the reconstruction of Frazho Road between Hoover Road and Schoenherr Road, through the Surface Transportation Program.

The request for funding was approved by the Federal Aid Committee and SEMCOG in the amount of $3,329,658.

It is the responsibility of the Michigan Department of Transportation (MDOT) to administer the dispersal of the approved Federal Highway Funds to the City of Warren.

In order for the City to receive the approved funding, the City of Warren must enter into a contract with MDOT for the construction of the improvements contained with the attached MDOT Contract No. 24-5421.

Pursuant to the conditions contained within the Contract No. 24-5421, the City of Warren must reimburse MDOT for the City's remaining portion of the contract construction work in the

estimated amount of $738,342 for Part A (Federal Participation Road Work) and $1,807,100 for Part B (Non Federal Participating Water Main Replacement Work).

The City of Warren has complied with the requirements of MDOT sufficiently to warrant the execution of a Contract No. 24-5421 between the City and MDOT for dispersal of the approved Federal Highway funds.

Funding for the City's portion of the contract construction costs, estimated at $738,342 is available in the Michigan Transportation Construction Fund account 438-9438-97450 and $1,807,100 is available in the Water & Sewer Systems Contracts Awarded Fund, 592-9044-97001.

THEREFORE, IT IS RESOLVED that the City of Warren approves the execution of the attached Contract No. 24-5421 with the Michigan Department of Transportation for all work as described in the contract document.

IT IS FURTHER RESOLVED that the Mayor and Clerk of the City of Warren are hereby authorized to execute MDOT Contract No. 24-5421 in such form that meets the satisfaction of the City Attorney, and to issue payment monthly as invoiced by the Michigan Department of Transportation and outlined in the contract for those contract costs that are the responsibility of the City of Warren.

AYES: Councilpersons Moore, Lafferty, Boike, Dwyer, Magee, Newnan, Rogensues

NAYES: Councilpersons None

RESOLUTION DECLARED ADOPTED this 22nd day of October, 2024.

Mindy Moore

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, 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 October 22, 2024.

SONJA BUFFA
City Clerk

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

October 7, 2024

Council Secretary

RE: Resolution for 11208 Stephens (Demolition of a House and Garage) Nuisance Abatement

Honorable Council Secretary:

The approval of a resolution is necessary for collection proceedings relating to the removal of a house and garage at 11208 Stephens which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1 and 2 and place on the **November 12, 2024 consent agenda** for a City Council Meeting **December 10, 2024** to review and confirm Special Assessment Roll No. **540 .**
Thank you for your cooperation in this matter.

Sincerely,

David Muzzarelli, Director
Department of Public Service

Read and Concur,

Approved: _____
City Attorney's Office

Read and Concur,

Approved: _____
Lori M. Stone, Mayor

RDS/al
Building
Treasurer
Controllers
City Clerk
Assessor

RECEIVED
OCT 08 2024
CITY ATTORNEY'S OFFICE

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

October 7, 2024

City Attorney,

Severely fire damaged home (979 sq. ft), with crawl space and garage 20 ft. x 20 ft. at:

11208 Stephens
13-27-405-001

LOTS 21, 22 and 23, including the adjoining one half of the vacated public alley at the rear thereof – Dalby and Campbells Van Dyke Subdivision, according to the plat thereof as recorded in Liber 7, Page 24 of Plats Macomb County Records.

Interested Parties: Billy R. Macintosh Jr.
Macomb County Treasurer

Please be advised that the nuisance at the above-noted location has been completed through efforts of the City as directed by the Nuisance Abatement Board of Appeals. Please institute collection proceedings including but not limited to any civil action which may be available.

Cost incurred by the City in effecting the abatement of this nuisance is as follows:

Demolition Bid # RFQ-W-PS337	$11,468.00
Asbestos Survey	$ 380.00
City Administrative Fees	$ 1,092.50
Total	**$12,940.50**

It is recommended these cost be charged to the property owner under proposed Special Assessment Roll No. **540.** A Certificate of Abatement will be issued at a later date.

Sincerely,

Dave Muzzarelli, Director
Department of Public Service

cc: Mayor
Division of Building
Property Maintenance
City Controller
City Clerk
City Assessor
Treasurer

1st SAR Nuisance Resolution
11208 Stephens (13-27-405-001)

RESOLUTION

A_____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____ at 7:00 p.m. Eastern Time in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

_____

ABSENT: Councilmember: _____

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

The City Council held a public appeal hearing on the Hearing Officer's nuisance determination, and adopted a resolution upholding the Hearing Officer's determination that a nuisance existed upon the following described Property ("Property"):

LOTS 21, 22 and 23, including the adjoining one half of the vacated public alley at the rear thereof- Dalby and Campbells Van Dyke Subdivision, according to the plat thereof as recorded in Liber 7, Page 24 of Plats Macomb County Records.

Owner(s) Billy R. Macintosh Jr.
Macomb County Treasurer

The City Council ordered abatement of the nuisance within **60 days** of the public appeal hearing and if the nuisance was not abated within the time limit, the City Council directed the Director of Public Service to direct the removal of the nuisance. The City Clerk has notified the Property owner(s) of the City Council Resolution, and order of nuisance removal.

The Property owner(s) failed to remove the nuisance within the time period prescribed by City Council.

The Director of Public Service obtained removal of the nuisance by demolition pursuant to the Resolution of City Council.

The Director of Public Service has filed this report of the work done and the expenses incurred in the abatement of the nuisance.

NOW, THEREFORE, IT IS RESOLVED, that the City Council does hereby determine that the following charges shall be levied as a special assessment against the Property indicated:

PROPERTY	**CHARGES**
Parcel No. 13-27-405-001 also known as 11208 Stephens	**$12,940.50**

IT IS FURTHER RESOLVED, that the City Assessor is hereby instructed to prepare a special assessment roll in accordance with the above determination and designate the name by which the roll shall be known.

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, and that the deferred installments of the special assessment roll shall bear interest at the rate of 8 (8%) per cent per annum.

IT IS FURTHER RESOLVED, that the special assessment roll shall be certified by the City Assessor and filed with the City Clerk. The City Clerk shall give notice by certified mail to the owner(s) of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the property affected, and giving the Property owner(s) until the 10th day of December, 2024, for payment to be made. The notice shall further state that if payment is not made before the said 10th day of December, 2024, a public hearing shall be held on the aforesaid date before the City Council in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan 48092 at 7:00 p.m., for the purpose of hearing any objections to said special assessment roll as prepared.

AYES: Councilmember: _____

_____

NAYS: Councilmember: _____

_____

RESOLUTION DECLARED ADOPTED this _____day of _____, _____.

_____
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 _____, _____.

_____
SONJA BUFFA
City Clerk

2nd SAR Nuisance Resolution
11208 Stephens (13-27-405-001)

RESOLUTION

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____, at 7:00 p.m. Eastern _____ Time, in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

_____

ABSENT: Councilmember: _____

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

By resolution adopted _____, the City Council determined to levy a special assessment against the following described Property;

Parcel No. (13-27-405-001) <u>also known as 11208 Stephens</u>

The City Assessor has prepared a special assessment roll to Levy a special assessment against the Property indicated:

PROPERTY **CHARGES**

Parcel No. 13-27-405-001 also known as 11208 Stephens **$12,940.50**

LOT 21, 22 and 23 including the adjoining one half of the vacated public alley at the rear thereof – Dalby and Campbells Van Dyke Subdivision, according to the plat thereof as recorded in Liber 7, Page 24 of Plats Macomb County Records.

Owner(s) Billy R. Macintosh Jr.
Macomb County Treasurer

The special assessment roll has been certified by the City Assessor and filed with the City Clerk;

The City Clerk has given notice by certified mail on _____ to the owners of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the Property affected, and giving the property owners until the 10th day of December, 2024, for payment to be made;

Payment has not been made, and a public hearing having been held on December 10th, 2024, after notice of the hearing having been given to the Property owners, in the notice described above;

NOW, THEREFORE, IT IS RESOLVED, that the special assessment roll in the following amount and bearing the following roll number is hereby confirmed as presented by the City Assessor:

SPECIAL ASSESSMENT NO. **540** - **$12,940.50**

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, the first installment(s) shall be

due on July 1, 2025, and the subsequent installment(s) shall be due on July 1 of each and every year thereafter, bearing interest at the rate of eight (8%) per cent per annum, commencing on August 1, 2025.

IT IS FURTHER RESOLVED, that the installments of the special assessment roll shall be collected in the manner required by the appropriate provisions of Chapter 33, of the Code of Ordinances of the City of Warren.

AYES: Councilmember: _____

_____

NAYS: Councilmember: _____

_____

RESOLUTION DECLARED ADOPTED this _____day of _____, _____.

_____
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 _____, _____.

_____
SONJA BUFFA
City Clerk

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

October 3, 2024

Council Secretary

RE: Resolution for 11291 Paige (Demolition of a House and Garage) Nuisance Abatement

Honorable Council Secretary:

The approval of a resolution is necessary for collection proceedings relating to the removal of a house and garage at 11291 Paige which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1 and 2 and place on the **November 12, 2024 consent agenda** for a City Council Meeting **December 10, 2024** to review and confirm Special Assessment Roll No. **539 .**
Thank you for your cooperation in this matter.

Sincerely,

David Muzzarelli, Director
Department of Public Service

Read and Concur,

Approved: _____
City Attorney's Office

Read and Concur,

Approved: _____
Lori M. Stone, Mayor

RDS/al
Building
Treasurer
Controllers
City Clerk
Assessor

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

October 3, 2024

City Attorney,

Vacant, dilapidated water damaged one story house (955 sq. ft). with basement and attached garage. Remove 10 ft. x 12 ft. concrete pad at rear and remove all patio stones/blocks at rear and any debris at:

11291 Paige
13-27-459-027

LOT 418 and 419 – DALBY AND CAMPBELL VAN DYKE SUBDIVISION, according to the plat thereof as recorded in Liber 7, Page 24 of Plats Macomb County Records.

Interested Parties:

Robert Lambert
Wells Fargo Bank, N.A.
Orlans PC, Redemption Department
Washtenaw Mortgage Company

Please be advised that the nuisance at the above-noted location has been completed through efforts of the City as directed by the Nuisance Abatement Board of Appeals. Please institute collection proceedings including but not limited to any civil action which may be available.

Cost incurred by the City in effecting the abatement of this nuisance is as follows:

Demolition Bid # RFQ-W-PS3338	$10,080.00
Asbestos Survey	$ 440.00
City Administrative Fees	$ 1,092.50
Total	**$11,612.50**

It is recommended these cost be charged to the property owner under proposed Special Assessment Roll No. **539.** A Certificate of Abatement will be issued at a later date.

Sincerely,

Dave Muzzarelli, Director
Department of Public Service

cc: Mayor
Division of Building
Property Maintenance
City Controller
City Clerk
City Assessor
Treasurer

1st SAR Nuisance Resolution
11291 Paige (13-27-459-027)

RESOLUTION

A_____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____ at 7:00 p.m. Eastern Time in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

_____

ABSENT: Councilmember: _____

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

The City Council held a public appeal hearing on the Hearing Officer's nuisance determination, and adopted a resolution upholding the Hearing Officer's determination that a nuisance existed upon the following described Property ("Property"):

LOT 418 and 419 – DALBY AND CAMPBELL VAN DYKE SUBDIVISION, according to the plat thereof as recorded in Liber 7, Page 24 of Plats Macomb County Records.

Owner(s) Robert Lambert
Wells Fargo Bank, N.A.
Orlans PC, Redemption Department
Washtenaw Mortgage Company

The City Council ordered abatement of the nuisance within **60 days** of the public appeal hearing and if the nuisance was not abated within the time limit, the City Council directed the Director of Public Service to direct the removal of the nuisance. The City Clerk has notified the Property owner(s) of the City Council Resolution, and order of nuisance removal.

The Property owner(s) failed to remove the nuisance within the time period prescribed by City Council.

The Director of Public Service obtained removal of the nuisance by demolition pursuant to the Resolution of City Council.

The Director of Public Service has filed this report of the work done and the expenses incurred in the abatement of the nuisance.

NOW, THEREFORE, IT IS RESOLVED, that the City Council does hereby determine that the following charges shall be levied as a special assessment against the Property indicated:

PROPERTY	**CHARGES**
Parcel No. 13-27-459-027 also known as 11291 Paige	**$11,612.50**

IT IS FURTHER RESOLVED, that the City Assessor is hereby instructed to prepare a special assessment roll in accordance with the above determination and designate the name by which the roll shall be known.

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ___ten___ (10) annual installments, and that the deferred installments of the special assessment roll shall bear interest at the rate of ___8___ (8%) per cent per annum.

IT IS FURTHER RESOLVED, that the special assessment roll shall be certified by the City Assessor and filed with the City Clerk. The City Clerk shall give notice by certified mail to the owner(s) of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the property affected, and giving the Property owner(s) until the ___10th___ day of December , 2024 , for payment to be made. The notice shall further state that if payment is not made before the said 10th day of December , 2024, a public hearing shall be held on the aforesaid date before the City Council in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan 48092 at 7:00 p.m., for the purpose of hearing any objections to said special assessment roll as prepared.

AYES: Councilmember: _____

_____

NAYS: Councilmember: _____

_____

RESOLUTION DECLARED ADOPTED this _____day of _____, _____.

_____
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 _____, _____.

_____
SONJA BUFFA
City Clerk

2nd SAR Nuisance Resolution
11291 Paige (13-27-459-027)

RESOLUTION

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____, at 7:00 p.m. Eastern _____ Time, in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

_____

ABSENT: Councilmember: _____

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

By resolution adopted _____, the City Council determined to levy a special assessment against the following described Property;

Parcel No. (13-27-459-027) <u>also known as 11291 Paige</u>

The City Assessor has prepared a special assessment roll to Levy a special assessment against the Property indicated:

PROPERTY	CHARGES
Parcel No. 13-27-459-027 also known as 11291 Paige	**$11,612.50**

LOT 418 and 419 – DALBY AND CAMPBELL VAN DYKE SUBDIVISION, according to the plat thereof as recorded in liber 7, Page 24 of Plats Macomb County Records.

Owner(s) **Robert Lambert**
Wells Fargo Bank, N.A.
Orlans PC, Redemption Department
Washtenaw Mortgage Company

The special assessment roll has been certified by the City Assessor and filed with the City Clerk;

The City Clerk has given notice by certified mail on _____ to the owners of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the Property affected, and giving the property owners until the 10th day of December , 2024 , for payment to be made;

Payment has not been made, and a public hearing having been held on December 10th, 2024 , after notice of the hearing having been given to the Property owners, in the notice described above;

NOW, THEREFORE, IT IS RESOLVED, that the special assessment roll in the following amount and bearing the following roll number is hereby confirmed as presented by the City Assessor:

SPECIAL ASSESSMENT NO. **539** - **$11,612.50**

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, the first installment(s) shall be

due on July 1, 2025, and the subsequent installment(s) shall be due on July 1 of each and every year thereafter, bearing interest at the rate of eight (8%) per cent per annum, commencing on August 1, 2025.

IT IS FURTHER RESOLVED, that the installments of the special assessment roll shall be collected in the manner required by the appropriate provisions of Chapter 33, of the Code of Ordinances of the City of Warren.

AYES: Councilmember: _____

_____

NAYS: Councilmember: _____

_____

RESOLUTION DECLARED ADOPTED this _____day of _____, _____.

_____
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 _____, _____.

_____
SONJA BUFFA
City Clerk

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

October 15, 2024

Council Secretary

RE: Resolution for 24134 Loretta (Demolition of a House and Garage)

Honorable Council Secretary:

The approval of a resolution is necessary for collection proceedings relating to the removal of a house and garage at 24134 Loretta, which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1 and 2 and place on the **November 12, 2024 consent agenda** for a City Council Meeting **December 10, 2024** to review and confirm Special Assessment Roll No. **538** .
Thank you for your cooperation in this matter.

Sincerely,

David Muzzarelli, Director
Department of Public Service

Read and Concur,

Approved:
City Attorney's Office

Read and Concur,

Approved:
Lori M. Stone, Mayor

RDS/al
Building
Treasurer
Controllers
City Clerk
Assessor

WARREN

RECEIVED
OCT 15 2024
CITY ATTORNEY'S OFFICE

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

October 15, 2024

City Attorney,

Vacant, dilapidated one story house (1397 sq. ft.) with detached garage (484 sq. ft.), remove entire rear concrete patio area and debris at:

24134 Loretta
13-29-177-022

LOTS 146 – VICTOR HEIGHTS SUBDIVISION NO. 3, according to the plat thereof as recorded in Liber 42, Page 31 of Plats Macomb County Records.

Interested Parties: Janice Garrett
USAA Federal Savings Bank
MSI LLC

Please be advised that the nuisance at the above-noted location has been completed through efforts of the City as directed by the 37th District Court. Please institute collection proceedings including but not limited to any civil action which may be available.

Cost incurred by the City in effecting the abatement of this nuisance is as follows:

Demolition Bid # RFQ-W-PS339	$19,500.00
Asbestos Survey	$ 410.00
City Administrative Fees	$ 1,092.50
Total	**$21,002.50**

It is recommended these cost be charged to the property owner under proposed Special Assessment Roll No. **538.** A Certificate of Abatement will be issued at a later date.

Sincerely,

David Muzzarelli, Director
Department of Public Service

cc: Mayor
Division of Building
Property Maintenance
City Controller
City Clerk
City Assessor
Treasurer

1st SAR Nuisance Resolution
24134 Loretta (13-29-177-022)

RESOLUTION

A_____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____ at 7:00 p.m. Eastern Time in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

_____

ABSENT: Councilmember: _____

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

The City Council held a public appeal hearing on the Hearing Officer's nuisance determination, and adopted a resolution upholding the Hearing Officer's determination that a nuisance existed upon the following described Property ("Property"):

LOT 146 – VICTOR HEIGHTS SUBDIVISION NO. 3, according to the plat thereof as recorded in Liber 42, Page 31 of Plats, Macomb County Records.

Owner(s): Janice Garrett
USAA Federal Savings Bank
MSI LLC

The City Council ordered abatement of the nuisance within **60 days** of the public appeal hearing and if the nuisance was not abated within the time limit, the City Council

directed the Director of Public Service to direct the removal of the nuisance. The City Clerk has notified the Property owner(s) of the City Council Resolution, and order of nuisance removal.

The Property owner(s) failed to remove the nuisance within the time period prescribed by City Council.

The Director of Public Service obtained removal of the nuisance by demolition pursuant to the Resolution of City Council.

The Director of Public Service has filed this report of the work done and the expenses incurred in the abatement of the nuisance.

NOW, THEREFORE, IT IS RESOLVED, that the City Council does hereby determine that the following charges shall be levied as a special assessment against the Property indicated:

PROPERTY	**CHARGES**
Parcel No. 13-29-177-022 also known as 24134 Loretta	**$21,002.50**

IT IS FURTHER RESOLVED, that the City Assessor is hereby instructed to prepare a special assessment roll in accordance with the above determination and designate the name by which the roll shall be known.

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ___ten___ (10) annual installments, and that the deferred installments of the special assessment roll shall bear interest at the rate of ___8___ (8%) per cent per annum.

IT IS FURTHER RESOLVED, that the special assessment roll shall be certified by the City Assessor and filed with the City Clerk. The City Clerk shall give notice by certified mail to the owner(s) of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the property affected, and giving the

Property owner(s) until the 10th day of December, 2024, for payment to be made. The notice shall further state that if payment is not made before the said 10th day of December, 2024, a public hearing shall be held on the aforesaid date before the City Council in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan 48092 at 7:00 p.m. Eastern _____ Time, for the purpose of hearing any objections to said special assessment roll as prepared.

AYES: Councilmember: _____

_____

NAYS: Councilmember: _____

_____

RESOLUTION DECLARED ADOPTED this _____day of _____, _____.

_____
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 _____, _____.

_____
SONJA BUFFA
City Clerk

2nd SAR Nuisance Resolution
24134 Loretta (13-29-177-022)

RESOLUTION

A _____ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, _____, at 7:00 p.m. Eastern _____ Time, in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: _____

_____

ABSENT: Councilmember: _____

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

By resolution adopted _____, the City Council determined to levy a special assessment against the following described Property;

Parcel No. (13-29-177-022) <u>also known as 24134 Loretta</u>

The City Assessor has prepared a special assessment roll to Levy a special assessment against the Property indicated:

PROPERTY	CHARGES
Parcel No. 13-29-177-022 also known as 24134 Loretta	**$21,002.50**

LOT 146 – VICTOR HEIGHTS SUBDIVISION NO. 3, according to the plat thereof as recorded in Liber 42, Page 31 of Plats Macomb County Records.

Owner(s) Janice Garrett
USAA Federal Savings Bank
MSI LLC

The special assessment roll has been certified by the City Assessor and filed with the City Clerk;

The City Clerk has given notice by certified mail on _____ to the owners of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the Property affected, and giving the property owners until the 10th day of December, 2024, for payment to be made;

Payment has not been made, and a public hearing having been held on December 10, 2024, after notice of the hearing having been given to the Property owners, in the notice described above;

NOW, THEREFORE, IT IS RESOLVED, that the special assessment roll in the following amount and bearing the following roll number is hereby confirmed as presented by the City Assessor:

SPECIAL ASSESSMENT NO. **538** - **$21,002.50**

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, the first installment(s) shall be

due on July 1, 2025, and the subsequent installment(s) shall be due on July 1 of each and every year thereafter, bearing interest at the rate of eight (8%) per cent per annum, commencing on August 1, 2025.

IT IS FURTHER RESOLVED, that the installments of the special assessment roll shall be collected in the manner required by the appropriate provisions of Chapter 33, of the Code of Ordinances of the City of Warren.

AYES: Councilmember: _____

_____

NAYS: Councilmember: _____

_____

RESOLUTION DECLARED ADOPTED this _____day of _____, _____.

_____
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 _____, _____.

_____
SONJA BUFFA
City Clerk

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

DATE: OCTOBER 25, 2024

TO: MINDY MOORE, WARREN CITY COUNCIL

SUBJECT: OAK-W-1323; INCREASE OF AWARD FOR OFFICE FURNITURE

The Purchasing Division concurs with the Sanitation Superintendent and recommends that City Council increase the award for furnishing Office Furniture from ODP Business Solutions, LLC., P.O. Box 633301, Cincinnati, OH 45263-3301, from an amount not to exceed $26,955.81 to an amount not to exceed $29,768.23, (an increase of $2,812.42), utilizing the Oakland County Contract #10418 (see attached).

On August 27, 2024, Warren City Council approved an award to ODP Business Solutions, LLC, in an amount not to exceed $26,955.81, to furnish office furniture for the Sanitation Division.

If approved by your honorable body, this increase of award will be from an amount not to exceed $26,955.81 to an amount not to exceed $29,768.23 (an increase of $2,812.42) for the purchase of file cabinets to be utilized for storage and will match the new office furniture. The file cabinets will replace the current cabinets, which were handed down to the Sanitation Division from the original Warren City Hall.

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

Respectfully Submitted,

SMEL

Shanah Turner
Assistant Buyer

Read and Concur,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/1/2024
Controller:		11/1/2024
MAYOR:	Lori M.	11/6/2024

Buyer: SNG **CONTRACT NUMBER: 010418** **Event # 00292**

CONTRACT between the **COUNTY OF OAKLAND** and **CONTRACTOR**

Not To Exceed Amount: $2,500,000	**Effective Date: October 1, 2023**	**Expiration Date:** **September 30, 2026**
Contract Description:	Office Supplies and Coop_-America Saves	

Contractor Address:	**Contract Administrator Information:**
Vendor No: 5836 ODP Business Solutions, LLC 6600 North Military Trail Boca Raton, FL 33496	ODP Business Solutions, LLC Valya Broyer Valya.broyer@odpbusiness.com Or Krystal Gilbert Krystal.gilbert@odpbusiness.com
Buyer and Purchasing Information:	**County Contract Administrator and Using Department:**
Scott N. Guzzy OAKLAND COUNTY PURCHASING 2100 Pontiac Lake Rd 41W Waterford, MI 48328-2762 248-858-0511	OAKLAND COUNTY

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

FOR THE CONTRACTOR:

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

Valya Broyer Vice President

FOR THE COUNTY:

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

Scott N. Guzzy, CPPO, MBA, Purchasing Administrator

odp BUSINESS SOLUTIONS® WORKSPACE INTERIORS

Quote #: 635446
Date: 10/22/2024

Jean-Francis Vellozzo
248-372-1651 jeanfrancis.vellozzo@odpbusiness.com

10.22.24 TD 635446 CITY OF WARREN SANITATION ADD ON STORAGE

SOLD TO:

CITY OF WARREN OMNIA REG 4
1 CITY SQ

WARREN MI 48093

SHIP TO:

CITY OF WARREN Sanitation Division
25601 FLANDERS

WARREN MI 48089
WENDY SITEK
586-775-1400 X 1414

NOTES:

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
1	1	**ORDER NOTE** OMNIA CONTRACT #R191812.	$0.00	$0.00
2	1	**HSLP283018FFM** Contain 28Hx30Wx18D 2H Lateral Plinth MtlFrnts Select Base Type .BX Recessed Plinth Select Pull Type .R Radius Select Case Paint $(P1) P1 Paint Opts Select Grade 1 Paint .P7A Textured Charcoal Select Front Paint $(MATCH) Match Case Select Paint Color .NA Match Case Select Lock Option .L Lock	$624.40	$624.40
3	1	**HSLACW50** Contain 50 lb Lateral Counterweight Kit	$126.66	$126.66
4	1	**H9194R** Flagship 42W 4-Drw "R" Pull Lateral 52-1/2H 18D w/o Post Lock/Omt Opts .L Standard Random Key Lock Select Paint Color $(P1) P1 Paint Opts Select Grade 1 Paint .S Charcoal	$1,281.36	$1,281.36

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
5	1	**INSTALL RT** Labor to Receive Deliver and Install per proposal All work during Regular Business Hours No stair carry Area to be free and clear Non-Union Labor	$780.00	$780.00

Subtotal	$2,812.42
GRAND TOTAL	$2,812.42

~Ordering Notes~

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

CITY OF WARREN
DIVISION OF SANITATION

INTER - OFFICE CORRESPONDENCE

DATE: October 25, 2024

TO: Craig Treppa, Purchasing Agent

SUBJECT: Sanitation Office Furniture
INCREASE OF AWARD - OAK-W-1323

The City of Warren Sanitation Division is requesting to purchase file cabinets for the sanitation office.

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

This purchase is an increase of award to document #OAK-W-1323, City Council resolution dated August 27, 2024. We are requesting to purchase the file cabinets for storage and they will match the new furniture. The cabinets will replace the ones handed down to us from the original Warren City Hall.

The Sanitation Division is requesting to purchase the cabinets for $2,812.42. This price includes labor and delivery. The grand total for the office furniture will be $29,768.23.

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

Respectfully Submitted

Kevin Kitka
Superintendent

RESOLUTION

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

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

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

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

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

On August 27, 2024, Warren City Council approved an award to ODP Business Solutions, LLC., P.O. Box 633301, Cincinnati, OH 45263-3301, in an amount not to exceed $26,955.81 to furnish office furniture for the Sanitation Division, utilizing the Oakland County Contract #10418.

The Sanitation Division is seeking an increase of award from an amount not to exceed $26,955.81 to an amount not to exceed $29,768.23 (an increase of $2,812.42).

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

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

IT IS RESOLVED, that an increase of award is hereby accepted by City Council for ODP Business Solutions, LLC., in an amount not to exceed $29,768.23.

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

☐ Bid document
X Contract
X Resolution

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

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this____ day of _____, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

CITY ATTORNEY'S OFFICE
One City Square, Suite 400
Warren, MI 48093-5285
(586) 574-4671
Fax (586) 574-4530
www.cityofwarren.org

November 4, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

Re: First Reading of Proposed Ordinances to Amend: Chapter 41, Article II, Section 41-21 relating to Connections; Permit Required; Authorization of Fee Schedule; and Chapter 41, Article II, Section 41-33 Relating to Cross Connections; Inspection; Subsequent Testing.

Dear Council Secretary Moore:

Attached please find the above-referenced ordinances relating to water supply connections, required permit and fee schedule authorization, as well as water supply as it relates to cross connections and enforcement of Chapter 41, Water and Sewers. Copies of the current ordinances are attached for reference.

The first ordinance referenced above amends Section 41-21 to:

1) require a permit be obtained from the Water Supply Division before any cross connection service is made to any part of the waterworks system or any work is performed upon existing connections and require applicants who apply for a cross connection permit furnish, lay, and install all that portion of the cross connection service not provided by the city at their own expense, subject, however, to the supervision and inspection of the Water Supply Division; and

2) require the fees for cross connection permits and inspections be collected from applicants by the Water Supply Division in accordance with the fee schedule established by resolution adopted by City Council.

The second ordinance referenced above amends Section 41-33 to:

1) require that all testable back-flow prevention assemblies shall be tested at the time of installation, relocation, and after any repair to or change of building use; and

2) require that plumbing/piping that is not in compliance with the City's cross connection ordinance and/or plumbing codes must be corrected by a State of Michigan qualified plumber after a permit is obtained from the Water Supply Division.

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

Respectfully,

Laura Sullivan
Assistant City Attorney

LS/vlt Ltr to M Moore Council re Ordinance Amend to Ch 41 Secs 41-21, 41-34 and Sec 41-33 – Water & Sewers ID 108645
Attachments

Read and concur:

Mary Michaels
Acting City Attorney

Approved:

Lori Stone
Mayor

RESOLUTION TO APPROVE AN AMENDMENT TO ORDINANCE NO. 80-809, RELATED TO CONNECTIONS

At regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on November 12, 2024 at 7 p.m. Eastern Standard 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 _____.

The State of Michigan requires a water utility to develop a comprehensive control program for the elimination and prevention of all cross connections.

The program shall include inspection and reinspection of all water utility customers' premises for possible cross connections. The program shall include a description of the method of administering the program, including the delegation of an inspection and enforcement agency.

The Water Supply Division is qualified to inspect and enforce a comprehensive control program for the elimination and prevention of all cross connections.

The cross connection ordinance should identify the Water Supply Division as the cross connection inspection and enforcement agency and the agency from which a permit must be obtained before any cross connection service is made to any part of the waterworks system or any work is performed on any existing connections.

The cross connection ordinance should require cross connection permit and inspection fees and should require that all test back-flow prevention assemblies be tested at the time of installation, relocation, or after any repair to or change of building use.

The fees required for cross connection permit and inspection should be established by a resolution adopted by City Council.

THEREFORE, IT IS RESOLVED, that Chapter 41, Article II, Section 41-21, and Section 41-33 of the Warren Code of Ordinances, be amended as proposed in the attached ordinance amendment.

AYES: Councilpersons: _____

_____

NAYS: Councilpersons: _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City 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 _____, 2024.

_____
SONJA BUFFA
City Clerk

ID 108661

RESOLUTION ESTABLISHING A
CROSS CONNECTION PERMIT FEE

A meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on November 12, 2024, at 7 p.m. Eastern Standard Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember _____

_____

ABSENT: Councilmember _____

_____

The following resolution was offered by Councilmember_____ and supported by Councilmember_____.

Pursuant to Warren Ordinance, § 41-21, City Council has the authority to establish a permit fee for a cross connection inspection by the City of Warren Water Division.

The Water Supply Division has recommended that an $80.00 inspection fee be established.

The City Council has determined that an $80 inspection fee bears a reasonable relation to the cost of administering the backflow test inspection.

THEREFORE IT IS RESOLVED that the permit fee for across connection inspection by the City of Warren Water Supply Division is $80.00.

IT IS FURTHER RESOLVED that City Council shall annually review this fee at the adoption of the budget.

AYES: Councilmember_____

_____

NAYS: Councilmember _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____
SONJA BUFFA
City Clerk

ID 108867

ORDINANCE NO. 80-_____

AN ORDINANCE TO AMEND CHAPTER 41 OF THE CODE OF ORDINANCES ENTITLED WATER AND SEWERS, ARTICLE II – WATER, SECTION 41-21. – CONNECTIONS; PERMIT REQUIRED.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Chapter 41, Article II, Section 41-21 of the Code of Ordinances of the City of Warren, Michigan,

WHICH PRESENTLY READS AS FOLLOWS:

ARTICLE II. – WATER

SEC. 41-21. – Connections; Permit Required.

(a) No person shall tap any water main or distribution pipe of the waterworks system, or insert therein any corporation cock, stop cock or any other fixture or appliance, or alter or disturb any service pipe, corporation stop, curb stop, gate valve, hydrant, water meter or any other attachment being a part of the waterworks system and attached thereto.

(b) Before any service connection shall be made to any part of the waterworks system or any work performed upon old or new connections, a permit shall be obtained from the department of public service. Such permit shall be issued upon written application on forms obtainable from the water division. Applicants for water service shall furnish, lay and install all that portion of the service not provided by the city at their own expense, subject, however, to the supervision and inspection of the city inspector.

IS HEREBY AMENDED TO READ AS FOLLOWS:

SEC. 41-21. – Connections; Permit Required~~.~~; Authorization of Fee Schedule.

(a) and (b) *remain unchanged.*

(c) Before any cross connection service shall be made to any part of the waterworks system, or work performed upon existing connections, a permit shall be obtained from the Water Supply Division. Such permit shall be issued upon written application on forms supplied by the Water Supply Division. Applicants for a cross connection service permit shall furnish, lay, and install all that portion of the cross connection service not provided by the city at their own expense, subject, however, to the supervision and inspection of the Water Supply Division.

(d) The fees for cross connection permits and inspections shall be collected by the Water Supply Division in accordance with the fee schedule established by resolution adopted by City Council.

SECTION 2. This Ordinance shall take effect on _____, 202___.

I HEREBY CERTIFY that the foregoing Ordinance No. 30-_____ was adopted by the Council of the City of Warren at its meeting held on _____, 2024.

_____
SONJA BUFFA
City Clerk

Published: _____, 202___.

ID 108576

ORDINANCE NO. 80-_____

AN ORDINANCE TO AMEND CHAPTER 41 OF THE CODE OF ORDINANCES ENTITLED WATER AND SEWERS, ARTICLE II – WATER, SECTION 41-33. – CROSS CONNECTIONS.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Chapter 41, Article II, Section 41-33 of the Code of Ordinances of the City of Warren, Michigan,

WHICH PRESENTLY READS AS FOLLOWS:

ARTICLE II. – WATER

SEC. 41-33. – Cross-Connections.

(a) *remains unchanged.*

(b) It shall be the duty of the of water supply to cause inspections to be made of all properties served by the public water supply where cross connections with the public water supply are deemed possible. The frequency of inspections and reinspections based on potential health hazards involved shall be established by the City of Warren Water Division and as approved by the Michigan Department of Environment, Great Lakes, and Energy.

(c) through (f) *remain unchanged.*

(g) All testable back-flow prevention assemblies shall be tested at the time of installation or relocation and after any repair. Subsequent testing of devices shall be conducted at a time interval specified by the City of Warren Water Division and in accordance with the Michigan Department of Environment, Great Lakes, and Energy. Only individuals holding an active ASSE 5110 certification shall perform such testing and test results of backflow preventers are valid only if testing was performed by such individuals. Each tester shall also be approved by the City of Warren Water Division. Individuals performing assembly testing shall certify the results of his or her testing.

(h) *remains unchanged.*

IS HEREBY AMENDED TO READ AS FOLLOWS:

SEC. 41-33. – Cross Connections~~.~~; Inspection; Subsequent Testing.

(a) *remains unchanged.*

(b)

(1) It shall be the duty of the ~~water supply~~ Water Supply Division to cause inspections to be made of all properties served by the public water supply where cross connections with the public water supply are deemed possible.

(2) The frequency of inspections and reinspections based on potential health hazards involved shall be established by the City of Warren Water Supply Division and as approved by the Michigan Department of Environment, Great Lakes, and Energy.

(3) The City of Warren shall notify the water account holder of plumbing/piping that is not in compliance with the cross connection ordinance and/or plumbing codes.

(c) through (f) *remain unchanged.*

(g)

(1) All testable back-flow prevention assemblies shall be tested at the time of installation or relocation and after any repair to or change in use of or change in occupancy of the building by the Water Supply Division.

(2) Subsequent testing of devices shall be conducted routinely on a testing schedule established by the Water Supply Division, based on the degree of hazard probability of back-flow.

(3) Plumbing/piping that is not in compliance with the City's cross connection ordinance and/or plumbing codes must be corrected by a State of Michigan qualified plumber after a permit is obtained by the Water Supply Division.

(4) Subsequent testing of devices shall be conducted at a time interval specified by the City of Warren Water Supply Division and in accordance with the Michigan Department of Environment, Great Lakes, and Energy. Only individuals holding an active ASSE 5110 certification shall perform such testing and test results of ~~backflow~~ back-flow preventers are valid only if testing was performed by such individuals. Each tester shall also be approved by the City of Warren Water Division. Individuals performing assembly testing shall certify the results of his or her testing.

(h) *remains unchanged.*

SECTION 2. This Ordinance shall take effect on _____, 202___.

I HEREBY CERTIFY that the foregoing Ordinance No. 30-_____ was adopted by the Council of the City of Warren at its meeting held on _____, 2024.

_____
SONJA BUFFA
City Clerk

Published: _____, 202___.

ID 108625

CITY CONTROLLER'S OFFICE
One City Square, Suite 425
Warren, MI 48093-5289
(586) 574-4600
Fax (586) 574-4614
www.cityofwarren.org

November 1, 2024

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for an Increase in Budgeted Revenues and Appropriations – 37th District Court

Dear Council Secretary Moore:

In her correspondence dated October 21, 2024, the Drug Court Program Administrator requests an increase in budgeted revenues and appropriations in the amount of $44,000.00 to account for the receipt of a grant from the Michigan Drug Court Grant Program (MDCGP).

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

Respectfully,

Kristina K Battle
Budget Director

Approved: _____
Lori M. Stone, Mayor

cc: R fox
Donna Cilluffo

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_____, 2024, at 7:00 o'clock p.m. Eastern Standard Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members_____

_____

ABSENT: Council Members_____

_____

The following preamble and resolution were offered by Councilmember _____and supported by Councilmember_____.

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

WHEREAS, the Drug Court Program Administrator has indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of $44,000.00 to account for the receipt of a grant from the Michigan Drug Court Grant Program (MDCGP),

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2025 Budget, approves the additional revenues and appropriation of funds to the following budget line items in the General Fund Budget for fiscal 2025 in the amount of $44,000.00.

Account Number	Account Title	Amount
Increase Revenues:		
101-0080-53687	Michigan Drug Court Grant FY25	$ 44,000.00
Increase Appropriations:		
101-1136-82241	Michigan Drug Court Grant Expense FY25	$ 44,000.00

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 $44,000.00.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

October 21, 2024

Kristina Battle, Budget Director
City of Warren Controller's Office
One City Square, Suite 425
Warren, MI 48093-5289

RE: Creating a line item for the 2024-2025 Michigan Drug Court Grant Program (MDCGP) Grant.

Dear Ms. Battle,

Attached, please find a copy of the FY 2025 Drug Treatment Court Award Notification letter, dated 10/21/24, awarding the 37th District Court Adult Drug Court with a $44,000.00 MDCGP Grant. This grant will become effective on 10-1-24.

Please create a line item for the $44,000.00 MDCGP monies.

Thank you for your consideration in this matter.

Sincerely,

Donna Cilluffo, LMSW
Drug Court Administrator

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Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program
Fiscal Year 2025 Agreement

Grantee Name:	**37th District Court — Hybrid DWI/Drug Court**
Unique Identifier:	**U10098**
Federal ID Number:	**38-6006931**
Contract Number:	**36512**
Grant Amount:	**$44,000**

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO") and Grantee, and includes any subsequent amendments thereto.

1.02 The term "Confidential Information" means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary is information technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

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1.03 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.04 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement and includes any increases or reductions under Section 17.

1.05 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.06 The term "Grantee's agents" as used in this Agreement includes the Grantee's agents, subcontractors, vendors, and subrecipients.

1.07 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.08 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.09 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Agreement.

1.10 The terms "Program Expenses" and "Expenses" mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Agreement. This term includes allowable program costs as articulated in WebGrants, which are contained on the "allowable expense" list and in the program budget. This term also includes Travel Expenses as defined below.

1.11 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.12 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.13 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

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1.14 The term "WebGrants" refers to the web-based grant management system used by SCAO.

1.15 The term "Work Product" refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other Work Product prepared by the Provider under this Agreement and amendments thereto.

2. PARTIES

This Agreement is between the SCAO and the 37th District Court — Hybrid DWI/Drug Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to $44,000 for the Grantee's expenses under this Agreement.

3.02 The grant funding is from the Michigan Drug Court Grant Program.

4. PERIOD OF AGREEMENT

4.01 This Agreement covers Services rendered during the grant period beginning on October 1, 2024, and ending on September 30, 2025, at 11:59 p.m. ("Agreement Period"), unless the parties agree in a signed writing to an amendment in accordance with Section 26.

4.02 Unless indicated otherwise in this Agreement, this Agreement is effective until all obligations have been satisfied by both parties.

5. TERMS

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

A. Reporting requirements (see Attachment 1),
B. Assurances,
C. Allowable/disallowable expense list,
D. Conditions on Expenses, and
E. Approved grant budget.

6. RELATIONSHIP AND DUTIES

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6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

6.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all taxes arising out of the Grantee's Services in accordance with this Agreement.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Agreement terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

7.01 This is a reimbursement-based grant.

7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

7.03 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list, reasonable and necessary (as determined solely by the SCAO), and in the approved budget.

7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted

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all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.05 The Grantee's Expenses are eligible for reimbursement only if the Grantee is on time and in compliance with the grant reporting requirements in Attachment 1 and as otherwise required under this Agreement.

7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable state of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

7.07 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.08 All Expense reimbursement is subject to the SCAO's approval.

7.09 The Grantee agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's website.

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

The Grantee may not assign any portion of this Agreement except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

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10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.

10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Agreement to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, all medical and treatment information of participants served under this Agreement is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.

D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 During Agreement performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is

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required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Agreement.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Agreement.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Agreement that is not Confidential and Proprietary Information as defined in this Agreement. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that, during the time period that this Agreement is effective, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Agreement provisions

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before entering into this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement.

13. INSURANCE

The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Agreement.

14. LIABILITY

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with Agreement performance.

14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

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15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Agreement for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 27 of this Agreement.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and

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subject the Grantee to the procedures set forth in Section 17.05 below.

17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.

17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Agreement Period that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through WebGrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.

17.05 If at any time during the Agreement Period Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:

A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.

B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Agreement Period, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.

C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the Grantee's requested reduction amount. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its discretion.

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D. For communications other than those made through WebGrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Agreement.

17.06 If at any time during the Agreement Period Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation request to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 17.05(C) will be followed.

17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.

17.08 Section 17 survives termination of this Agreement.

18. SUSPENSION OR TERMINATION OF AGREEMENT

18.01 In addition to the provisions set forth in Section 17, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:

A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.

B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.

C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.

D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Agreement or any extension thereof.

E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.

F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

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G. If any report from Section 16 is at least 45 days late.

18.02 Each Party has the right to terminate this Agreement without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Agreement cannot be terminated, however, until Grantee fulfills all the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

18.04 If the SCAO terminates this Agreement under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et. seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

22. DEBT TO STATE OF MICHIGAN

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The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. AGREEMENT DISPUTE

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 27 of this Agreement.

24. PROGRAM CERTIFICATION

Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Agreement only in writing signed by both parties.

26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

27. DELIVERY OF NOTICE

27.01 Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

27.02 The Grantee's contact person is:

Docusign Envelope ID: E8D86A3C-FA42-4EDE-B01C-70CF103CE0B8

29.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.

29.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

The remainder of this page is intentionally left blank.

)ocusign Envelope ID: E8D86A3C-FA42-4EDE-B01C-70CF103CE0B8

Donna Cilluffo
37th District Court
8300 Common Rd.
Warren, MI 48093
dcilluffo@37thdistrictcourt.org

27.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees —

A. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.

B. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.

D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to, withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

Docusign Envelope ID: E8D86A3C-FA42-4EDE-B01C-70CF103CE0B8

SIGNATURES OF PARTIES
Michigan Drug Court Grant Program
CONTRACT NUMBER: 36512

30. SIGNATURE OF PARTIES

30.01 This Agreement is not effective unless signed by both Parties.

30.02 The signatures on this Agreement are electronic through the DocuSign system.

30.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.

Contract is ready for Grantee's Authorizing Official's signature.

30.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

Contract is ready for SCAO's Authorizing Official's signature.

37th District Court **Hybrid DWI/Drug Court**	**State Court Administrative Office**
Lana Harrison	Elizabeth Rios - Jones
Authorizing Official's Signature	SCAO Official's Signature
Lana Harrison	Elizabeth Rios - Jones
Authorizing Official's Name	SCAO Official's Name
Administrative Assistant	Deputy State Court Administrator
Authorizing Official's Title	SCAO Official's Title
10/21/2024	10/25/2024
Date Signed by Authorizing Official	Date Signed by SCAO Official

Docusign Envelope ID: E8D86A3C-FA42-4EDE-B01C-70CF103CE0B8

ATTACHMENT 1
FY 2025 REPORTING REQUIREMENTS
October 1, 2024, through September 30, 2025

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	**NOTE**
November 15, 2024*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before September 30, 2024.
February 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before December 31, 2024.
May 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before March 31, 2025.
August 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before June 30, 2025.

DCCMIS USER AUDIT	
DUE DATE	**NOTE**
January 31, 2025*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	**NOTE**
January 31, 2025	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	**NOTE**
January 10, 2025	Courts will be reporting on expenditures from **October 1, 2024, through December 31, 2024**.
April 10, 2025	Courts will be reporting on expenditures from **January 1, 2025, through March 31, 2025**.
July 10, 2025	Courts will be reporting expenditures from **April 1, 2025, through June 30, 2025**.
October 10, 2025	Courts will be reporting expenditures from **July 1, 2025, through September 30, 2025**.

PROGRESS REPORT	
DUE DATE	**NOTE**
April 30, 2025*	Courts will be reporting on program progress.

* If your court program is in the planning stage (not operational), you are only required to complete this report if the program becomes operational during this fiscal year.

Michigan Supreme Court
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone 517-373-0128

Thomas P. Boyd
State Court Administrator

September 16, 2024

Honorable John Chmura, Chief Judge
37th District Court
Edward A. Rea Judicial Bldg.
8300 Common Rd
Warren, Mi 48093

Re: Michigan Drug Court Grant Program Award Notification
37th District Court — Hybrid DWI/Drug Court
SCAO UI: U10098

Dear Chief Judge Chmura:

I am pleased to inform you that your application for funding through the Michigan Drug Court Grant Program (MDCGP) has been approved. On behalf of the State Court Administrative Office (SCAO), I am delighted to award your court a grant in the amount of $44,000 to support your problem-solving court program. This award is for the grant period October 1, 2024, through September 30, 2025, and is contingent upon SCAO being awarded and receiving federal grant awards in the full amount requested.

Your court's fiscal year 2025 contract will be e-mailed from DocuSign to your project director, Donna Cilluffo. Please review the contract carefully and sign it by December 13, 2024. The budget, based on your court's actual award, must be updated in WebGrants by November 1, 2024. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

Each year we receive grant requests that greatly exceed the total amount spent in the preceding fiscal year and available funding for awards to courts. Your total grant award is based on what we believe it will cost to operate your program as you did last year plus any planned expansion, enhanced services, and/or cost increases.

Additionally, SCAO will continue considering requests for grant reallocations throughout the fiscal year. A reallocation is a mid-year decrease or increase of your grant award. For

example, a program that needs additional grant funding may request a reallocation to increase the program's grant award. On the other hand, a court may not spend their entire award, and funds may be reallocated to courts needing additional funding. Reallocation requests are submitted in WebGrants, and SCAO staff review and make reallocation determinations after second-quarter claims are submitted and after third-quarter claims are submitted. A reallocation that decreases or increases a program's grant award is based on actual prior spending and projected spending for the remainder of the fiscal year.

The Michigan Supreme Court and SCAO is confident that your project will have significant impact, and we look forward to seeing continued positive outcomes. We commend your dedication and commitment to these lifesaving programs and thank you for making a positive difference in so many lives.

Should you have questions about the grant or need assistance regarding best practices, please contact Andrew Smith at 517-373-0954 or at smitha@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

Sincerely,

Thomas P. Boyd

Thomas P. Boyd
State Court Administrator

cc: Honorable Michael Chupa
Andrew Smith, Problem-Solving Courts Manager
James McGrail, SCAO Region VI Administrator
Annette Gattari-Ross, Court Administrator
Donna Cilluffo, Project Director

CITY CONTROLLER'S OFFICE
One City Square, Suite 425
Warren, MI 48093-5289
(586) 574-4600
Fax (586) 574-4614
www.cityofwarren.org

November 1, 2024

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 Department has indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of $60,563.68 to account for the receipt of a grant from the Michigan Office of Highway Safety Planning (OHSP).

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
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_____, 2024, at 7:00 o'clock p.m. Eastern Standard Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members_____

_____

ABSENT: Council Members_____

_____

The following preamble and resolution were offered by 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 Department has indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of $60,563.68 to account for the receipt of a grant from the Michigan Office of Highway Safety Planning (OHSP),

WHEREAS, the Highway Safety Project grant number 2025-PT-00-50 covers grant period October 1, 2024 through September 30, 2025. Fiscal year 2025 grant amount is $50,080.46 plus the remaining Fiscal 2024 grant funds needing re-appropriation of $10,483.22, for a total increase of $60,563.68,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2025 Budget, approves the additional revenues and appropriation of funds to the following budget line items in the General Fund Budget for fiscal 2025 in the amount of $60,563.68.

Account Number	Account Title	Amount
Increase Revenues:		
101-0080-50514	OHSP Special Enforcement	$ 60,563.68
Increase Appropriations:		
101-1301-82237	OHSP Special Enforcement	$ 60,563.68

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 $60,563.68.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

October 11, 2024

Mr. Brandon Wiley
Macomb County Sheriff's Office
43565 Elizabeth Rd
Mount Clemens, Michigan 48043

Dear Mr. Wiley:

The Michigan Office of Highway Safety Planning (OHSP) has approved $444,235.39 in federal funds for Highway Safety Project grant number 2025-PT-00-50, "Macomb County Multi-Agency Overtime Traffic Enforcement," for the grant period October 01, 2024, through September 30, 2025.

This grant is approved with the following conditions in the attachment.

If you have any questions regarding your grant, please contact your OHSP Program Coordinator, Cathy Fitzgerald at (517) 898-1235. We look forward to working with you during the course of the project.

Sincerely,

Katie Bower

Katie Bower, Division Director
Office of Highway Safety Planning

cc: Anthony Wickersham
Mr. Scott Watko

Grant Conditions

1. **Funding is contingent upon the availability of U.S. Department of Transportation Highway Safety Funds.**
2. A grant orientation meeting is required, details will be provided by your OHSP Program Coordinator.
3. Financial reports are due: **Quarterly**
   Progress reports are due: **One (1) report due October 30th**
4. Grantees must comply with the Grant Management Requirements set forth in this grant. Please consult the grant application for further details.
5. The following special conditions apply to this grant project:
   - It is the responsibility of the lead agency to ensure each sub-agency listed in this project has signed the NHTSA Certifications and Assurances and that those records are kept per the State of Michigan retention policy.
6. Any changes to the grant's objectives, activities, and/or approved budget must have OHSP approval.

OHSP-31 (6/2022)

BUDGET PAGE

FISCAL YEAR
2025

PROJECT TITLE
Macomb County Multi-Agency Overtime Traffic Enforcement

GRANT NUMBER
2025-PT-00-50

APPLICANT
Macomb County Sheriff's Office

GRANT PERIOD
10/01/24 through 09/30/25

APPROVED BUDGET SUMMARY

COST CATEGORY	FEDERAL	LOCAL MATCH	TOTAL
PERSONNEL - SALARIES & WAGES	$0.00	$0.00	$0.00
PERSONNEL - OVERTIME	$429,700.39	$0.00	$429,700.39
CONTRACTUAL SERVICES	$0.00	$0.00	$0.00
TRAVEL	$0.00	$0.00	$0.00
SUPPLIES & OPERATING	$14,535.00	$0.00	$14,535.00
EQUIPMENT COSTS	$0.00	$0.00	$0.00
INDIRECT COSTS	$0.00		$0.00
TOTAL APPROVED COSTS	$444,235.39	$0.00	$444,235.39

FUNDING

FUNDING SOURCE	ALN	AMOUNT	FAIN(s)*
402 NHTSA Funds	402-20.600	$444,235.39	69A3752230SUP4020MI0 69A37523300004020MI0 69A3752330SUP4020MI0 69A37524300004020MI0 69A3752430SUP4020MI0

* This project may be paid from any of the above Federal Award Identification Numbers (FAIN). For more information regarding these FAINs, please see the attached chart.

OHSP APPROVAL

SIGNATURE	TITLE	DATE APPROVED
Katie Bauer	Division Director	10/01/24

FAIN	Fund	Federal Award Date
69A3752130000405CMI0	FAST Act 405c Data Program	2021
69A3752230000405CMI0	BIL 405c Data Program	2022
69A3752230000405DMIL	BIL 405d Impaired Driving Low	2022
69A3752230000405HMI0	BIL 405h Nonmotorized Safety	2022
69A3752230SUP405CMI0	SUPPLEMENTAL BIL 405c Data Program	2022
69A3752230SUP405DMIL	SUPPLEMENTAL BIL 405d Impaired Driving Low	2022
69A37523300004020MI0	BIL NHTSA 402	2023
69A3752330000405BMIH	BIL 405b OP High	2023
69A3752330000405CMI0	BIL 405c Data Program	2023
69A3752330000405DMIL	BIL 405d Impaired Driving Low	2023
69A3752330000405FMI1	BIL 405f Motorcyclist Programs	2023
69A3752330000405HMI0	BIL 405h Nonmotorized Safety	2023
69A3752330SUP405BMIH	SUPPLEMENTAL BIL 405b OP High	2023
69A3752330SUP405CMI0	SUPPLEMENTAL BIL 405c Data Program	2023
69A3752330SUP405DMIL	SUPPLEMENTAL BIL 405d Impaired Driving Low	2023
69A37524300001640MIA	BIL 164 Transfer Funds	2024
69A37524300004020MI0	BIL NHTSA 402	2024
69A3752430000405BMIH	BIL 405b OP High	2024
69A3752430000405DMIL	BIL 405d Impaired Driving Low	2024
69A3752430000405FMI1	BIL 405f Motorcyclist Programs	2024
69A3752430000405GMI0	BIL 405g Nonmotorized Safety 24-26	2024
69A3752430000405HMI0	BIL 405h Preventing Roadside Deaths 24-26	2024
69A3752430SUP4020MI0	SUPPLEMENTAL BIL NHTSA 402	2024
69A3752430SUP405BMIH	SUPPLEMENTAL BIL 405b OP High	2024
69A3752430SUP405FMI1	SUPPLEMENTAL BIL 405f Motorcyclist Programs	2024
69A3752430SUP405GMI0	SUPPLEMENTAL BIL 405g Nonmotorized Safety 24-26	2024
69A3752430SUP405HMI0	SUPPLEMENTAL BIL 405h Preventing Roadside Deaths 24-26	2024
69A37525300001640MIA	BIL 164 Transfer Funds	2025
69A37525300004020MI0	BIL NHTSA 402	2025
69A3752530000405BMIH	BIL 405b OP High	2025
69A3752530000405DMIL	BIL 405d Impaired Driving Low	2025
69A3752530000405FMI1	BIL 405f Motorcyclist Programs	2025
69A3752530000405GMI0	BIL 405g Nonmotorized Safety 24-26	2025
69A3752530000405HMI0	BIL 405h Preventing Roadside Deaths 24-26	2025
69A3752530SUP4020MI0	SUPPLEMENTAL BIL NHTSA 402	2025
69A3752530SUP405BMIH	SUPPLEMENTAL BIL 405b OP High	2025
69A3752530SUP405FMI1	SUPPLEMENTAL BIL 405f Motorcyclist Programs	2025
69A3752530SUP405GMI0	SUPPLEMENTAL BIL 405g Nonmotorized Safety 24-26	2025
69A3752530SUP405HMI0	SUPPLEMENTAL BIL 405h Preventing Roadside Deaths 24-26	2025

Budget Category: Personnel - Overtime Salaries & Wages

Instructions

- For all funded project personnel of positions, enter the overtime information as described below.
- Include each employee classification separately, and identify the employee's function in relationship to the grant.
- Enter the hourly rate of pay and total number of hours worked and/or percentage of time to calculate the total Federal/State amount to be charged to the grant.

Personnel Overtime Salaries & Wages

* Position Title	* Hours	* Hourly Rate	
Warren PD	*700.00*	*$61.98*	
	Federal	**Local Match**	**Total**
Overtime Salaries & Wages Expenses	*$43,386.00*	*$*	***$43,386.00***

*** Position Description**

Warren PD Road Patrol

Personnel Overtime Fringe Benefits

Instructions

- Specify whether fringe benefits are associated with the position.
- If applicable, enter the specified information about fringe benefits as they apply to the position.
- For each benefit type, enter the rate for the specified position to calculate the total overall rate.
  NOTE: Expenditures for fringe benefits are limited for projects that include overtime to only those costs that increase as a result of the overtime, usually FICA, workers compensation and retirement.
- The total overall rate is total fringe benefits divided by total wages.
  NOTE: Use the example below to see how the salary & wages, fringe benefits, and overall rate are calculated with sample data.

Calculate Total Overtime Wages ($)
- Overtime Wages: $20.00 x 20 hours = $400.00
- Total Overtime Wages = $400.00

Calculate Total Fringe Benefits ($)
- FICA Rate: 7.65%
  - .0765 x $400 = $30.60
- Worker Compensation Rate: 2.34%
  - .0234 x $400 = $9.36
- Retirement Rate: 1.45%
  - .0145 x $400 = $5.80
- Total Fringe Benefits:
  - $30.60 + $9.36 + $5.80 = $45.76

Calculate Overall Fringe Benefits Rate (%)
- Overall Rate:
  - $45.76 ÷ $400 = .1144
  - .1144 x 100 = 11.44%

* Are there Fringe Benefits expenses associated with this position? *[X]* YES NO

* Select all fringe benefits that apply to this position to be included in the requested grant funds amount.

	Benefit Type	Rate (%)		Federal
[X]	**FICA**	*6.2500*		*$2,711.63*
[X]	**Workers Compensation**	*1.4500*		*$629.10*
[X]	**Retirement**	*7.7300*		*$3,353.74*
	Unemployment Insurance		*N/A*	*$0.00*
	Insurances		*N/A*	*$0.00*

Other		*$0.00*
Overall Totals	*15.43 %*	*$6,694.46*

	Federal	Local Match	Total
Overtime Fringe Benefits Expenses	*$6,694.46*	*$*	***$6,694.46***

Personnel - Overtime Expense Request

	Federal	Local Match	Total
			$43,386.00
			$0.00
			$43,386.00
Overtime Expense Request			
			$6,694.46
			$0.00
			$6,694.46
Fringe Benefits Expense Request			
			$50,080.46
			$0.00
			$50,080.46
			Total

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

October 23, 2024

TO: Lori M. Stone, Mayor

FROM: Ronald F. Wuerth, Planning Director

RE: REQUEST FOR STANDARD REZONING; located north of Eight Mile Road, between Warner and Bach Avenues; from the present Zoning Classifications of "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District, to "R-3", Multiple-Family Dwelling District; Section 31; 3127 Maple/13-31-452-029 and Parcels 13-31-453-001, 13-31-453-005, 13-31-454-001 through -004, 13-31-454-010, & 13-31-477-022; Robert J. Schmier/Continental Bridge Communities LLC (Tom Kalas, Esquire/Kalas Kadian PLC); PR240001.

At a public hearing on October 7, 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 standard Rezoning of the above-referenced property from its present zoning classification of "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District, to "R-3", Multiple-Family Dwelling District.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, and concept plans and 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

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

October 23, 2024

TO: Mindy Moore, Secretary
Warren City Council

FROM: Mayor, Planning Commission, and Planning Director

RE: REQUEST FOR STANDARD REZONING; located north of Eight Mile Road, between Warner and Bach Avenues; from the present Zoning Classifications of "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District, to "R-3", Multiple-Family Dwelling District; Section 31; 3127 Maple/13-31-452-029 and Parcels 13-31-453-001, 13-31-453-005, 13-31-454-001 through -004, 13-31-454-010, & 13-31-477-022; Robert J. Schmier/Continental Bridge Communities LLC (Tom Kalas, Esquire/Kalas Kadian PLC); PR240001.

At a public hearing on October 7, 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 standard Rezoning of the above-referenced property from its present zoning classification of "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District, to "R-3", Multiple-Family Dwelling District.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, and concept plans and survey 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,

Mahmuda Mouri
Commission Secretary

Read and Concur:

Mayor

MM/mzm

Attachments

RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statutes and ordinances governing the same and having held a public hearing thereon on Monday, October 7, 2024, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden Avenue, Warren, Michigan 48092, and having considered the objections raised thereto, resolves to recommend and does so recommend to the Council of the City of Warren, that the following described property, to-wit:

Property description for "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District (3127 Maple).

The land situated in the City of Warren, County of Macomb, State of Michigan, is described as follows:

Nine (9) parcels of land located in Section 31, City of Warren, Macomb County, Michigan; being described as:

PARCEL 1: 13-31-453-001, to be rezoned from R-1-P to R-3
LOT 1 OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 2: 13-31-453-005, to be rezoned from R-1-P to R-3
LOT 22 OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 3: 13-31-454-001, to be rezoned from R-4 to R-3
LOT 23 INCLUDING HALF OF THE ADJACENT VACATED ALLEY OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 4: 13-31-454-002, to be rezoned from R-4 to R-3
LOT 24 INCLUDING HALF OF THE ADJACENT VACATED ALLEY OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 5: 13-31-454-003, to be rezoned from R-4 to R-3
LOT 25 INCLUDING HALF OF THE ADJACENT VACATED ALLEY OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 6: 13-31-454-004, to be rezoned from R-4 to R-3
LOT 26 INCLUDING HALF OF THE ADJACENT VACATED ALLEY OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 7: 13-31-454-010, to be rezoned from R-4 to R-3
LOTS 27, 35 THROUH 44, BOTH INCLUSIVE, INCLUDING HALF OF THE ADJACENT VACATED ALLEY ADJACENT TO LOTS 27 AND 40 THROUGH 44, BOTH INCLUSIVE OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 8: 13-31-452-029, to be rezoned from R-1-C and R-4 to R-3
LOT 59 OF SUPERVISORS PLAT NO. 7 AS RECORDED LIBER 17, PAGE 29, MACOMB COUNTY RECORDS, EXCEPT BEGINNING AT THE SOUTHWEST CORNER OF LOT 59; THENCE NORTH 57.16 FEET ALONG THE WEST LINE LOT 59; THENCE SOUTHEASTERLY 58.43 FEET TO SOUTH LINE LOT 59; THENCE WEST 12.15 FEET ALONG THE SOUTH LOT LINE TO POINT OF BEGINNING; ALSO PART OF LOT 60, DESCRIBED AS FOLLOWING: BEGINNING AT THE NORTHWEST CORNER OF LOT 60; THENCE SOUTH 89 DEGREES 13 MINUTES 45 SECONDS EAST 169.04 FEET ALONG THE NORTH LOT LINE; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST 335.34 FEET TO SOUTH LINE LOT 60; THENCE NORTH 88 DEGREES 43 MINUTES 30 SECONDS WEST 169.44 FEET ALONG THE SOUTH LOT LINE; THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 333.85 FEET ALONG THE WEST LOT LINE TO POINT OF BEGINNING.

PARCEL 9: 13-31-477-022, to be rezoned from R-1-C to R-3
LOT 60 OF SUPERVISORS PLAT NO. 7 AS RECORDED LIBER 17, PAGE 29, MACOMB COUNTY RECORDS, EXCEPT BEGINNING AT NORTHWEST CORNER OF LOT 60; THENCE SOUTH 89 DEGREES 13 MINUTES 45 SECONDS EAST 169.04 FEET; THENCE SOUTH 00 DEGRESS 10 MINUTES 48 SECONDS WEST 335.34 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 30 SECONDS WEST 169.44 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 333.85 FEET TO THE POINT OF BEGINNING; ALSO LOT 61, EXCEPT THE EAST 125 FEET.

Be rezoned from its present zoning classifications, "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District, to "R-3", Multiple-Family Dwelling District, in accordance with the map attached hereto and made a part hereof, and in accordance with Ordinance No. 30 of the ordinances of the City of Warren, and further, that said Ordinance No. 30 be amended in accordance herewith.

RESOLUTION adopted at the meeting of October 7, 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

October 11, 2024

Tom Kalas, Esq.
Kalas Kadian, PLC
31350 Telegraph Rd., Ste. 201
Bingham Farms, MI 48025

RE: REQUEST FOR STANDARD REZONING; located north of Eight Mile Road, between Warner and Bach Avenues; from the present Zoning Classifications of "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District, to "R-3", Multiple-Family Dwelling District; Section 31; 3127 Maple/13-31-452-029 and Parcels 13-31-453-001, 13-31-453-005, 13-31-454-001 through -004, 13-31-454-010, & 13-31-477-022; Robert J. Schmier/Continental Bridge Communities LLC (Tom Kalas, Esquire/Kalas Kadian PLC); PR240001.

Dear Mr. Kalas:

At its public hearing of October 7, 2024, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council that the formal request to rezone the property, specifically identified pursuant to a legal description in said resolution, from "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District, to "R-3", Multiple-Family Dwelling District, be APPROVED by City Council, and more specifically:

The location is an adequate location for a multiple-family housing development. The proposed rezoning satisfies the following concepts:

a) Rezoning the property would allow a higher residential density infill development in an area that has seen a reduction of housing units.

b) Rezoning the property would eliminate the prospect of the property being proposed for a rezoning for higher use (office/commercial/industrial).

c) The use provides additional "missing middle" residential uses as described in the 2021 Warren Master Plan.

The Future Land Use Map (FLUM) in the 2021 Master Plan indicates the property as a Redevelopment Site. Planning Staff believes this category suits this site well, as it has experienced loss of housing units due to dilapidated mobile home units being removed leaving vacancies throughout this property. It is the Planning Staff's opinion that this property is suitable for complete redevelopment for a multiple-family infill project.

Prior to the rezoning request being forwarded to City Council, fifteen (15) additional copies of the concept plan and survey shall be submitted to the Planning Department.

When the Planning Commission approves the minutes from the October 7, 2024 Planning Commission meeting, and upon receipt of fifteen (15) additional copies of the concept plan and survey, the formal resolution and supporting documentation will be forwarded to the City Council in connection with this matter.

The petitioner should be apprised of the fact that formal site plan approval before the Planning Commission is required prior to obtaining a building permit, should the City Council grant the rezoning request.

Please do not hesitate to contact our office, should you have any questions.

Sincerely,

Mahmuda Mouri
Commission Secretary

/mzm

cc: Ronald F. Wuerth, Planning Director
Mary Michaels, Chief Assistant City Attorney
Everett Murphy, Chief Zoning Inspector
Robert J. Schmier, Continental Bridge Communities, LLC
Aseel Putros, Anderson, Eckstein and Westrick, Inc.
Mark Kassab, M. Shapiro Real Estate Group

6.c) REQUEST FOR STANDARD REZONING; FROM "R-1-C", ONE-FAMILY RESIDENTIAL DISTRICT, "R-1-P", ONE-FAMILY RESIDENTIAL & PARKING DISTRICT, AND "R-4", MOBILE HOME DISTRICT, TO "R-3", MULTIPLE-FAMILY DWELLING DISTRICT
3127 Maple/13-31-452-029 and Parcels 13-31-453-001, 13-31-453-005, 13-31-454-001 through -004, 13-31-454-010, & 13-31-477-022
PR240001
Section 31
Robert J. Schmier/Continental Bridge Communities LLC (Tom Kalas, Esquire/Kalas Kadian PLC)
October 7, 2024

FINDINGS

1. The petitioner is requesting that property located north of Eight Mile Road, between Warner and Bach Avenues, with the present Zoning Classifications of "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District, be rezoned to "R-3", Multiple-Family Dwelling District.

NOTE 1: The project is listed under the address 3127 Maple/13-31-452-029 and the following parcel numbers: 13-31-453-001, 13-31-453-005, 13-31-454-001 through -004, 13-31-454-010, & 13-31-477-022. The address, 3127 Maple, is the mobile home community office. There are several addresses assigned to these parcel numbers, as this property presently houses the Continental Mobile Home Park. The addressing for the site will need to be updated through the Engineering Division if the rezoning and subsequent site plan are approved.

NOTE 2: The FLUM (Future Land Use Map) for this site, per the 2021 Master Plan, indicated this area as "Redevelopment". The Master Plan describes a Redevelopment Site (page 114) as follows: Several large or consolidated parcels through the City are in transition, and this category provides the maximum flexibility in their redevelopment. They are good candidates for planned unit development, offering the rare commodity of space in a fully-development community. Each of these sites should be designated as a Redevelopment Ready Site within the RRC framework, and where a specific community vision is warranted, it should be developed through public and stakeholder engagement.

NOTE 3: This site fits the Redevelopment FLUM category, as this site has experienced loss of housing units due to dilapidated mobile home units being removed leaving vacancies throughout this property.

2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**

a) **SIZE AND DIMENSIONS OF PROPERTY:** The property in question is irregularly shaped, measuring approximately 2,047.11 ft. x 437.29 ft. and containing 17.33 acres with 99 ft. of frontage along Eight Mile Rd. (Lots 35 through 39) and 327.45 ft. of frontage along Warner Ave. Several local streets terminate at the beginning of this development area, resulting in 50 ft. of frontage along Shultes Ave., Urbanek Ave., Prescott Ave., Tanney Ave., June Ave., Plumhoff Ave., and Bach Ave. Additionally, the project area extends into lots that front on Shultes Ave. and Urbanek Ave. amounting in 167 ft. of frontage on Shultes Ave. and 267 ft. on Urbanek Ave. (separated by a 20 ft. wide alley). All of the lots (parcel number and lot numbers with legal descriptions are listed below) are located within Ramm and Co's Woodlands Subdivision or Supervisor's Plat No. 7.

PARCEL 1: 13-31-453-001, to be rezoned from R-1-P to R-3
LOT 1 OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 3: 13-31-453-005, to be rezoned from R-1-P to R-3
LOT 22 OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 4: 13-31-454-001, to be rezoned from R-4 to R-3
LOT 23 INCLUDING HALF OF THE ADJACENT VACATED ALLEY OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 5: 13-31-454-002, to be rezoned from R-4 to R-3
LOT 24 INCLUDING HALF OF THE ADJACENT VACATED ALLEY OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 6: 13-31-454-003, to be rezoned from R-4 to R-3
LOT 25 INCLUDING HALF OF THE ADJACENT VACATED ALLEY OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 7: 13-31-454-004, to be rezoned from R-4 to R-3
LOT 26 INCLUDING HALF OF THE ADJACENT VACATED ALLEY OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 8: 13-31-454-010, to be rezoned from R-4 to R-3
LOTS 27, 35 THROUH 44, BOTH INCLUSIVE, INCLUDING HALF OF THE ADJACENT VACATED ALLEY ADJACENT TO LOTS 27 AND 40 THROUGH 44, BOTH INCLUSIVE OF RAMM AND CO'S WOODLANDS SUBDIVISION AS RECORDED LIBER 7, PAGE 57, MACOMB COUNTY RECORDS.

PARCEL 9: 13-31-452-029, to be rezoned from R-1-C and R-4 to R-3
LOT 59 OF SUPERVISORS PLAT NO. 7 AS RECORDED LIBER 17, PAGE 29, MACOMB COUNTY RECORDS, EXCEPT BEGINNING AT THE SOUTHWEST CORNER OF LOT 59; THENCE NORTH 57.16 FEET ALONG THE WEST LINE LOT 59; THENCE SOUTHEASTERLY 58.43 FEET TO SOUTH LINE LOT 59; THENCE WEST 12.15 FEET ALONG THE SOUTH LOT LINE TO POINT OF BEGINNING; ALSO PART OF LOT 60, DESCRIBED AS FOLLOWING: BEGINNING AT THE NORTHWEST CORNER OF LOT 60; THENCE SOUTH 89 DEGREES 13 MINUTES 45 SECONDS EAST 169.04 FEET ALONG THE NORTH LOT LINE; THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS WEST 335.34 FEET TO SOUTH LINE LOT 60; THENCE NORTH 88 DEGREES 43 MINUTES 30 SECONDS WEST 169.44 FEET ALONG THE SOUTH LOT LINE; THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 333.85 FEET ALONG THE WEST LOT LINE TO POINT OF BEGINNING.

PARCEL 10: 13-31-477-022, to be rezoned from R-1-C to R-3
LOT 60 OF SUPERVISORS PLAT NO. 7 AS RECORDED LIBER 17, PAGE 29, MACOMB COUNTY RECORDS, EXCEPT BEGINNING AT NORTHWEST CORNER OF LOT 60; THENCE SOUTH 89 DEGREES 13 MINUTES 45 SECONDS EAST 169.04 FEET; THENCE SOUTH 00 DEGRESS 10 MINUTES 48 SECONDS WEST 335.34 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 30 SECONDS WEST 169.44 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 42 SECONDS EAST 333.85 FEET TO THE POINT OF BEGINNING; ALSO LOT 61, EXCEPT THE EAST 125 FEET.

NOTE: The survey lists all ten (10) parcels owned by the petitioner; however, parcel 2 is not part of the rezoning, and is not contiguous to the other nine (9) parcels.

b) **PRESENT USE:** Mobile Home Parks (Continental and formerly Oak Grove)

c) **PRESENT ZONING:** "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District.

The R-1-C, R-1-P, and R-4 Districts have existed since the adoption of the Zoning Ordinance on July 21, 1960.

d) **PROPOSED ZONING:** "R-3", Multiple-Family Dwelling District

e) **PROPOSED USE:** Multi-Family Residential; Apartments

f) **FUTURE LAND USE MAP (FLUM):** Redevelopment

3. **CURRENT STATUS OF APPLICATION:**

a) The Planning Commission, pursuant to Article XXIV, Changes and Amendments, Section 24.01, Division 1. Procedure for standard rezoning or Section 24.10, Division 2. Procedure for rezoning with conditions of the Zoning Ordinance, must provide a report and recommendation to City Council for any rezoning requests that alter or change zoning district boundaries.

b) The present hearing will be the initial formal review of this application by the Planning Commission.

c) On September 11, 2024, notice was given in the Warren Weekly for the October 7, 2024 public hearing before the Planning Commission.

d) On May 22, 1979, the City Council by formal motion REZONED the property in question, measuring 33 ft. x 110 ft. and containing 3,630 sq. ft. (Lot 20 of Ramm and Co's Woodlands Subdivision), from R-1-P, One Family Residential and Parking to R-4, Mobile Home District as amended by Zoning Map No. 30-591.

e) On January 24, 1966, ORDERED by Circuit Court, by the Honorable Judge Robert W. McIntyre the following in the matter of William E. Lacey, et al vs. City of Warren:

It is hereby ordered that the defendant, City of Warren's Zoning Ordinance No. 30 and its amendments, insofar as they apply to the plaintiffs' land as hereafter described:

"Land in the S.E. ¼ of Section 31, T.1.N., R.12.E., City of Warren, Macomb County, Michigan, more particularly described as: Lots 60 and 61, Supervisor's Plat No. 7, Warren Township, Macomb County, Michigan as recorded in Liber 17, Page 29 of Plats, Macomb County records, except the westerly 1.800 acres of said Lot 60 described as follows:

Beginning at Northwest corner of Lot 60 and proceeding thence along the Westerly line of said Lot 60 to the Southwest Corner thereof (calculated bearing and distance S. 0° 14' 42" W. 333.34 ft.); thence along the Southerly line of said Lot 60 S. 88° 43' 30" E. 169.44 ft.; thence N. 0° 10' 48" E. 335.34 ft. to a point on the Northerly Line of said Lot 60 N. 89° 13' 45" W. 169.04 ft. to the point of beginning, also excepting the east 125 ft. of Lot 61."

Be and the same is hereby declared to be unreasonable and therefore unconstitutional, void, invalid and of no legal force and effect as to the present R-1-C (One Family Residential) zoning classification. It is further ordered that the plaintiffs or their grantees, successors, or assigns, may, under the valid provisions of the Zoning Ordinance No. 30 and its amendments, in effect at the time of this entry of judgment not in conflict of state statues, make use of the land as hereinbefore described for mobile home and trailer park purposes as may meet the requirements of the valid provisions of said Zoning Ordinance No. 30, and its amendments, not in conflict with state statues, in effect as aforesaid.

f) On September 10, 1962, the Planning Commission adopted a resolution to DENY the resolution for the rezoning request from R-1-C to R-4 (Oak Grove Trailer Park – Lots 60 and 61 of Supervisor's Plat No. 7).

g) On October 28, 1960, ORDERED by Circuit Court, by the Honorable Judge Alton H. Noe following in the matter of the petition of Thaddeus J. Maciuazek, et al the following was ordered:

The vacation of the north/south alley between Shultes and Urbanek Avenues. A private easement was retained for public utilities. An easement over the entire alley herein vacated lying between Lots 23 through 27 and Lots 40 through 44, Ramm and Co's Woodland Subdivision Liber 7 of Plats, Page 57.

NOTE 1: When the eighteen (18) ft. wide north/south alley between Shultes and Urbanek Avenues abutting Lots 23 through 27 and Lots 40 through 44, Ramm and Co's Woodland Subdivision was ordered vacated, the easement for public utilities was retained. The concept plan indicates proposed Building 5 constructed over the vacated alley. An application to vacate the easement must be submitted prior to site plan approval.

NOTE 2: There is a public twenty (20) ft. wide east/west alley located between Lots 27 and 40 and Lots 28 through 39.

NOTE 3: There is a public eighteen (18) ft. wide north/south alley located between Lots 1 and 22.

h) On April 26, 1960, the City Council by formal motion DENIED the vacation of the eighteen (18) ft. wide north/south alley between Shultes and Urbanek Avenues abutting Lots 23 through 27 and Lots 40 through 44, Ramm and Co's Woodland Subdivision Liber 7 of Plats, Page 57.

4. GENERAL DESCRIPTION OF THE SURROUNDING PROPERTIES IS AS FOLLOWS:

a) The properties to the north are zoned R-1-C and are developed with single-family dwellings.

b) The property to the east is zoned M-2 and P and contains an industrial building (Event Theory).

c) The properties to the south are zoned R-1-P and M-2 and contain single-family dwellings, and industrial and commercial buildings. Across Eight Mile Rd. is the City of Detroit.

d) The properties to the west across Warner Ave. are zoned R-1-C and R-1-P and contain single-family residential dwellings, vacant land, and a parking lot.

5. **THE CONCEPT PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:**

a) Twelve (12) 3-story multiple-family dwelling buildings, each measuring (approximately) 182 ft. x 55.1 ft. and containing 10,028.20 sq. ft., would be constructed on the site. The buildings along the north property line would be set back approximately 20 ft. with parking areas set back approximately 10 ft.; along the east property line the building would be set back approximately 17 ft. with parking areas set back approximately 7 ft.; along the south property line the buildings would range from 15 ft. to 40 ft. with parking areas ranging from 10 ft. to having direct access to Shultes Ave.; and along the west property line (Warner Ave.) the buildings would be set back approximately 25 ft. with parking areas set back approximately 25 ft.

NOTE 1: The typical building detail indicates the apartment buildings will typically measure 182 ft. x 55.1 ft., however, on the plan, most of the buildings are scaling 90 ft. x 25 ft. This will have to be corrected at the time of site plan approval.

NOTE 2: Per Section 10.02, the maximum height of the building in R-3 is 2½ stories or 35 ft. Based on the concept plan, if the rezoning is approved, the 3-story buildings would require a variance from the Zoning Board of Appeals.

The plan indicates the density as 12-24 units per building, and 288 as the total number of units. Based on Planning Staff calculation of R-3, Multiple-Family Dwelling District, Section 10.03 Lot Area, the total number of units permitted on the site would be 185. This is only a concept plan. If the rezoning is approved, the site plan application, with site plans, floor plans, and elevations plans will be required. Sections 10.04, 10.05, 10.06, 10.07, and 10.08 regulate the setbacks along the front yard, side yards, and rear yards. For front yards 25 ft. plus 10 ft. for each additional story, would require a 45 ft. front setback. For side yards of a residential use within a multiple-family project, it must be 15 ft. plus an additional ½ ft. for each 10 ft. or part thereof of which the length of the building exceeds 50 ft.

There are some differences between the size of typical building detail and the length of the buildings on the plan, therefore the side setbacks may vary. For Building 1, for example, the side setback, based on Section 10.05 of the Zoning Ordinance would be 17 ft. (15 ft. plus an additional .5 ft. for each 10 ft. beyond 50 ft. in length; .5 x 4). The rear yard shall have a depth not less than 35 ft. for 1 story, and not less than 50 ft. for two (2) or more story buildings.

A community building is located between Building 2 and Building 6. There are parking spaces located around the community building area. Pocket parking with sidewalks and curb cuts would also be provided.

NOTE 1: Based on the concept plan, variances for the number of units proposed (288 and calculated for 185) based on lot area, and for the setbacks along the property line would be required from the Zoning Board of Appeals.

NOTE 2: The property to be rezoned is over 1 acre. Upon approval of the rezoning, site plan approval will be required. When the acreage of disturbance is over 1 acre, the project will need to comply with the City's Storm Water Ordinance. As part of the site plan application, a storm water narrative shall also be provided that will be reviewed by the Engineering Division.

NOTE 3: There are nine (9) parcels involved in the rezoning; upon approval of the rezoning, a lot combination would be part of the conditions.

b) No open storage area is indicated, nor would it be permitted.

c) Parking spaces for 632 passenger vehicles would be provided on the site. The breakdown is 584 residential spaces (2 parking spaces per unit per Section 4.32 (2) of the Zoning Ordinance) and 48 spaces for the community building (1 parking space for each 50 sq. ft. of a community or recreation building per Section 4.32 (2) of the Zoning Ordinance). The parking area indicates that parking will be provided internally and between buildings. In the area of Building 5, there would be parking spaces located on Shultes Ave. The minimum requirement for parking spaces on the site is 620 per the concept plan provided.

NOTE: This is a concept plan; it is unclear whether the driveways are proposed as one-way or two-way. If the rezoning is approved, the driveway approaches will have to meet the standards of the City of Warren Engineering Division.

d) Direct access from Eight Mile Rd. would be provided via the local streets of Shultes Ave., Urbanek Ave., and Plumhoff Ave. Two (2) new drives (a boulevard separation) to Warner Ave. would be constructed measuring 17 ft. at the property lines.

NOTE: At the time of site plan approval, the plans shall include the following, per Section 10.11 of the Zoning Ordinance:

Section 10.11 Approval.

In case of planned residential developments involving the construction of one (1) or more two-family dwellings or multiple-family buildings or combination of multiple and two (2) or one (1) family dwellings on a lot, parcel, or tract of land, or on a combination of lots under one ownership, a detailed site plan shall be submitted to the Planning Commission for review and approval. Such site plan shall indicate:

(a) The location of main and accessory buildings on the site and the relation of one to another.

(b) Traffic and pedestrian circulation features within and without the site.

(c) The location of off-street parking areas.

(d) The identification of all service lanes and areas within the development.

(e) The location of open spaces on the site.

(f) The location of any landscape, fences or walls proposed in and around the site.

(g) The height and bulk of buildings.

(Ord. No. 30-256, § 2, 7-25-67)

e) No landscape plan was provided, however, the concept plan does indicate several green areas as well as a pocket park. The Zoning Ordinance, per Section 10.10, requires an eight (8) ft. wide greenbelt whenever an off-street parking facilities area is located adjacent to an existing single or two-family residence or district.

6.c) REQUEST FOR STANDARD REZONING; FROM "R-1-C", ONE-FAMILY RESIDENTIAL DISTRICT, "R-1-P", ONE-FAMILY RESIDENTIAL & PARKING DISTRICT, AND "R-4", MOBILE HOME DISTRICT, TO "R-3", MULTIPLE-FAMILY DWELLING DISTRICT
3127 Maple/13-31-452-029 and Parcels 13-31-453-001, 13-31-453-005, 13-31-454-001 through -004, 13-31-454-010, & 13-31-477-022
PR240001
Section 31
Robert J. Schmier/Continental Bridge Communities LLC (Tom Kalas, Esquire/Kalas Kadian PLC)
October 7, 2024

NOTE: Section 10.14 of the Zoning Ordinance requires two-tenths (.2) of useable recreation space for each square foot of total dwelling floor area. The plan shall indicate the location on the plan and amount of recreation area on the plan. The plan indicates 1.66 acres of usable recreation space based on this calculation.

f) No greenbelts or walls are indicated and none are required.

g) No fences or walls are indicated at this time on the concept plan.

h) No trash enclosure locations are indicated on the plan. If the rezoning is approved, a trash enclosure and/or trash collection location would be part of the site plan approval review.

i) While some improvements may remain, the majority of the site will be completely redevelopment.

6. The petitioner should be apprised of the fact that formal site plan approval before the Planning Commission is required prior to obtaining a building permit, should the City Council grant the rezoning request.

RECOMMENDATION

The following recommendation is made to City Council regarding the rezoning request for the property in question as described above.

It is recommended that the rezoning request from "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District, to "R-3", Multiple-Family Dwelling District, be APPROVED.

The location is an adequate location for a multiple-family housing development. The proposed rezoning satisfies the following concepts:

a) Rezoning the property would allow a higher residential density infill development in an area that has seen a reduction of housing units.

b) Rezoning the property would eliminate the prospect of the property being proposed for a rezoning for higher use (office/commercial/industrial).

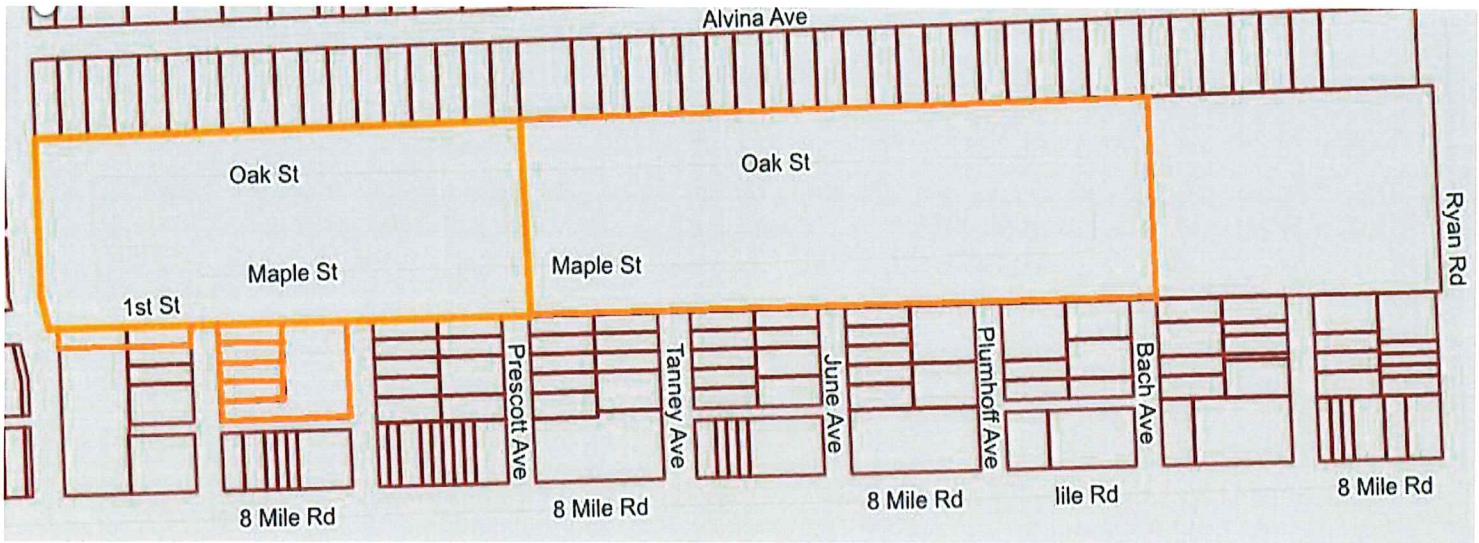
c) The use provides additional "missing middle" residential uses as described in the 2021 Warren Master Plan.

   The Future Land Use Map (FLUM) in the 2021 Master Plan indicates the property as a Redevelopment Site. Planning Staff believes this category suits this site well, as it has experienced loss of housing units due to dilapidated mobile home units being removed leaving vacancies throughout this property. It is the Planning Staff's opinion that this property is suitable for complete redevelopment for a multiple-family infill project.

Prior to the rezoning request being forwarded to City Council, fifteen (15) additional copies of the concept plan and survey shall be submitted to the Planning Department.

The petitioner should be apprised of the fact that formal site plan approval before the Planning Commission is required prior to obtaining a building permit, should the City Council grant the rezoning request.

REQUEST FOR STANDARD REZONING; located north of Eight Mile Road, between Warner and Bach Avenues; from the present Zoning Classifications of "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District, to "R-3", Multiple-Family Dwelling District; Section 31; 3127 Maple/13-31-452-029 and Parcels 13-31-453-001, 13-31-453-005, 13-31-454-001 through -004, 13-31-454-010, & 13-31-477-022; Robert J. Schmier/Continental Bridge Communities LLC (Tom Kalas, Esquire/Kalas Kadian PLC); PR240001.





N

WARREN
Warren Planning Department
One City Square, Suite 315
Warren, MI 48093
Office: 586-574-4687
CityofWarren.org

C. REQUEST FOR STANDARD REZONING; located north of Eight Mile Road, between Warner and Bach Avenues; from the present Zoning Classifications of "R-1-C", One-Family Residential District, "R-1-P", One-Family Residential & Parking District, and "R-4", Mobile Home District, to "R-3", Multiple-Family Dwelling District; Section 31; 3127 Maple/13-31-452-029 and Parcels 13-31-453-001, 13-31-453-005, 13-31-454-001 through -004, 13-31-454-010, & 13-31-477-022; Robert J. Schmier/Continental Bridge Communities LLC (Tom Kalas, Esquire/Kalas Kadian PLC); PR240001.

PETITIONERS PORTION:

Mr. Tom Kalas – Good evening members of the Planning Commission my name is Tom Kalas, my address is 31350 Telegraph Road, Suite 201, Bingham Farms, Michigan. I'm here this evening on behalf of the owner and the petitioner Continental Bridge Communities LLC.

We are seeking to rezone the property as indicated in the public hearing notice to a R-3 multi-family residential district. What this will allow us to do is take the existing manufactured home community known as Continental Bridge and repurpose it and redevelop it for residential multi-family apartments. The development currently consists of 265 mobile home sites of which 112 are currently vacant. There are approximately 18 or 19 occupied units four or five of the units of which my client owns and 134 of the sites have mobile homes that are dilapidated in bad condition, they literally have to be removed from the site.

What we are proposing with our development is that we will have 12 buildings. We will also be seeking a variance for three-story buildings, which your zoning ordinance currently has a provision for, but we will be seeking a variance to allow that. The buildings will have 24 units in each building for a total of 288 rental apartments. These will be one, two, and three bedroom units; they will have a kitchen, a laundry area, and family room area. They will cater to the general market, they will not be age restricted. This project will clean up this entire site and repurpose it. It's consistent with your 2021 Master Land Use Plan, which categorizes this site as a redevelopment site, that's what we are seeking to do here. We feel the product will be actually very aesthetically pleasing, you'll have new landscaping.

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The project consists of approximately 17.1 acres and 7 acres of that will be open space, pocket park areas. So you'll get a whole new site, new landscaping, new development, it's going to be a very nice community, something that is desirable, something that's warranted in the market, and something that's in demand.

I do have here with me this evening a representative from the development side and also our Engineer, in the event you have any questions. With that being said, we are here to answer any questions, and we would ask for a favorable recommendation for the rezoning. I don't know if the Planning Commission makes a recommendation on the variance request but again, we will be seeking a variance to go from two-story buildings to three stories. Thank you.

Secretary Mouri – There are no correspondence:

Ms. Michelle Katopodes reads the recommendation of the Staff:
Just a note on the variance that was mentioned, that is not something that gets approved tonight. The rezoning would go through first and then if approved there would be site plan approval and then there would be potentially variances that would be needed as part of that application.

PUBLIC HEARING:
Ms. Pamela Rogers – I'm one of the residences there and I would like to know where do we go? I don't have the layout of what we are supposed to do, are we supposed to be moving our stuff in storage units. My question is are these homes that are coming fixed income or are these people just going to tell us to move. I don't know the situation because this is last minute to everyone. Most of us are on fixed incomes, that's why I'm asking.

How long is this project, because I don't know. I would also like to know if they are going to offer us a place once these are done. I would like to know the outcome for the residents that are here now, I think there are 19 of us. Thank you.

Mr. David Matta – I live in the park currently. My concerns are like hers; I'm retired, I'm on a fixed income, I have a disabled wife. It took me 10 years to pay my mortgage off and now what am I supposed to do. You're going to have another apartment complex like Warren Manor that's on Dequindre which our police department spends a lot of time there. What are we supposed to do, I don't

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have the money to move. Have you seen the current housing market? The block over from us, the houses are $169,000. I don't have that kind of money.

We've lived there all these years and because of bad management and everything else and the city let it get that far rundown. I've lived there for a long time, it used to be a gorgeous park. Look at what Sun Communities did with Lafayette, they fixed it up and it's a gorgeous place to raise kids. Apartments are no place to raise children in my opinion.

Ms. Delphine Roland – I live in the park, I've been there 26 years. Like the previous people before me, it's all about bad management, bad managers, bad maintenance, the people above them aren't doing anything. The homeowners, we are trying we keep up as best as we can for these older trailers, and we are going to be homeless because we are low income.

Mr. Gary Riviera – I'm a resident there, I've been there 27 years. As everybody knows that lives there still, I have one of the best places in there, I've kept it up, I've built stuff on it, the landscaping is nice. If we have to move, are we going to get some kind of supplement for our trailers or some kind of money? None of us have money to move out. Where are we going to go for the rent that we are paying right now? There is none. We all figured we were going to stay here until we passed away.

We hoped it was going to get turned around and put back into another trailer park which that's what it started to be. They put new pipelines, they cleaned it up a little bit and then it stopped, and now it sounds like everybody wants us to get thrown out of there. We are going to lose our homes. What happens to our trailers? Are you going to trash them and tear them down? We can't pull them out because they are older. That's all.

Mr. Madhav Ambekar – I've lived in the park for the last 32 years and I maintain my place really well. We don't know if this is going on because of bad management, we have no idea. They should have been more open to us and tell us what is going on, but it never happened. When we would talk to the manager, she would say I don't know anything, get lost basically.

What is going to happen to us? I'm retired and on a very low income, I just barely get by every month. This new owner wants to build these buildings there, it will be crowded around Eight Mile

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Road. He should have put a new mobile home there, that would have been a lot better, rather than building all these giant buildings there. They need to be clearer and more open to us so that we can get a better idea of what is going on. Are they going to throw us out in the middle of the winter? I'm an old age and on a low income. I tried to go look at some places and there's a wait almost up to two years or 18 months and the rates are skyrocketed, that I can't afford.

What are these guys plans? Are they going to throw us people out? A lot of them are retired and disabled people. They need to make some arrangements in writing that they will pay for something or move us someplace where we can afford it. They need to give us some idea, I'm confused about what is going on here. That's all I want to say.

Ms. Tina Kanou – I actually own a home right on the border on Bach which is 20758. I'm more concerned, if it's three-stories, people are going to be looking down in my home, in my windows, in my yard. I will not have privacy. On top of that, my street alone floods constantly. What about the plumbing situation with the city? There's no water drainage because it's always coming back to my house.

Are they going to open up my street now because it is a dead end? The lighting was another issue, on where the lighting is, how much lighting, how is it going to affect my home? I like what it is, it's quiet it's a community. Yes, I'm all for investing in the property, I understand that they sold it for over 11 million dollars, which I don't understand, but okay. What's the property value going to change on my home which is not in that structure but right there on the border? My fence is right there next to Gary's house. I have kids, I don't want people looking in my window all day and night long.

My first concern was these people, where are they going to go? They are not going to be able to go anywhere, who is going to help them out? And what is the rent going to be over there for two and three bedrooms? The little two-family next door to me is a two bedroom and one home is over $1,100.00 dollars on the lower half, and the other two bedrooms is $1,050.00. Our community can't afford that amount of money for rent, I'm just speaking for other people.

As far as property value for my home, I want to know what the difference is with that change and zoning because it is going to affect us in the end. The plumbing and sewage situation is not feasible for what they are trying to put in, it's basically going to be

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shit in my basement and I'm not going to deal with that. I really hope this gets rethought if they want to build something. Build smaller homes, or condos. Thank you.

Mr. Matthew Jostock – I'm a homeowner of four years now, first home here in Warren, it is on Alvina Avenue, which sits on the backside of the proposed site. My first concern is the three-story building looking into my backyard, this plan could have the parking lot back behind them so the parking lot is on the fence and we don't have them staring into our backyards.

I don't see you guys not approving this, it's for our community, but I really hope you take into consideration those that own their place. You can't sell your mobile home, how are you going to sell, that I don't see them getting their money. I'm a new homeowner, I know we lose power throughout there because that powerline that runs through there, the utility lines, between my property and the proposed site. There are old growth trees, there's a lot of work that needs to be done there and that leads me to when are they going to do the work.

Is it going to start at 7:00 am on Saturday's, I mean this is going to be a lot of construction. You have to take out all that existing infrastructure and that brings me to the current management of this site. They don't do anything until they get in trouble by the city and I'm lucky to get the city out there to do something about it.

There is a 100-year old tree that fell on my neighbor's house in the park. Somebody handwrote me a letter from the management company telling me it was my fault and I needed to get it removed. We all know how that works, the tree was a healthy tree, it fell, it was natural causes or an act of God if you want to call it. That sat there, they didn't do anything. There's other dilapidated houses that trees have fallen on, they don't do anything about it.

They won't mow the grass. There's been a couple of times when the police have looked for people and they have to close down that whole section because there's dilapidated trailers, so they have to make sure it's secure. It's poor management as it exists as it is.

I can see the development of the community but not with this site or with these plans. You have one entrance on the side street so you're going to have everybody come up Ryan Road and fly down Alvina Avenue, as they already do, to come get into their entrance down there. I can tell you from working eight years in property

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management you're not going to have a management company that's going to manage it in a decent manner that's going to keep the property clean all the time, there's so many units.

Chair Smith – Could you please wrap up your comments, sir.

Mr. Matthew Jostock – You don't hire a management company that's going to do super well to handle that type of income housing. Please take all those things into consideration, thank you.

Mr. Dane Dillon – I live on Alvina Avenue, and I also, just like the last person, am a first-time homebuyer and I've been living there for six years. When I first got there, I was just driving around the community realizing that this area needs some help. I realized, as a first-time homebuyer, Warren itself has been very spot on with trash pickup and those items on my avenue and I wondered with the management of our city, why is this area not being managed the same way? I remember cutting down a tree leaving the leaves and branches, I was told very quickly that I needed to pick it up, which I did that.

If we continue down Warner Avenue there is a mobile home section and if you continue past Nine Mile, there's another mobile area where those are well maintained. I would like us to consider not displacing the family but also seeing how we can better manage the situation at this area right here, I would like to see this improved. Thank you.

Mr. Anthony Jordan – Me and my girlfriend stay on Maple and my question is, while I realize that change is inevitable, and something really needed to be done to that property, what I haven't really seen addressed is what's going to happen to those people who already reside there? You mentioned you're going to be building this and building that, will it incorporate the people that are already residents there.

Are you going to buy their mobile homes? Would you section off part of the property for low income because everybody that's in the park is either low income or disabled? That has not been addressed and it needs to be. These people need a place to move to, and you haven't said anything about that. You're leaving people thinking that they are going to be homeless living in a shelter with no place to go, this needs to be addressed.

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We need to know what's going to happen. And the mobile homes that people own, how will they be compensated? Are you going to set up a Section 8 low income in some of the buildings that you're putting up? I haven't heard nothing mentioned about that. These people are very low income or disable or on fixed income. You need to address the real issues, don't talk about what you're going to do for all these other people, talk about the people who are residing there now. They stayed there through thick and thin, in a dilapidated place, because they really have no place else to go. You need to give them options, not just we are going to build this and that. What about the people who are there? Address that issue, tell them how they are going to be compensated, let them have a place to move to.

As I said, change is inevitable and sometimes change can be painful, but you do not make people homeless in order to make changes. Address the real issue, what's going to happen to those people? That's all I have to say.

Ms. Delphine Roland – Can I say something again?

Chair Smith – The public hearing was closed ma'am; go ahead I'll allow you this one time.

Ms. Delphine Roland – I sat with a 20-foot branch on my roof for six months, these are hazardous trees all through that park, they are falling on our homes. When it fell on my home, they took a tree down from a manager's house who wasn't having no problems with the tree branches. I have cats, racoons, possums, gophers scratching at my floorboard because of the manager of my park and the maintenance man feeding them 14 plates a day three times, we need something done in that park. I've been calling the city, I've been reporting it to the park, and they do nothing.

MOTION:
A motion was made by Commissioner Holowaty to approve, supported by Vice Chair Boniecki.

COMMISSIONERS PORTION:
Commissioner Holowaty – Good evening, sir. As you heard from a lot of the residents who are currently living there, has any consideration been done as far as compensating them in any way?

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Mr. Mark Kassab – Thank you, Mr. Chairman. If I may, my name is Mark Kassab with Continental Bridge Communities, 31550 Northwestern Highway. I work with the development side as well as the management side so I can answer a lot of the questions that were brought up this evening.

Certainly, as we would all agree a lot of this park has become functionally obsolete. What I mean by that, this park was built I guess 50 years ago, so the type of parks that were built 50 or 60 years ago is not like what is built today. If you look at the Sun Community that's up the road that's more of the traditional style, the deeper size lot that can accommodate a new home that would allow for today's day and age.

All very good questions by these residents so let me clear up a few things. There is 14 owner occupied homes there, four or five are rental, but there is 14 owner occupied homes and based on the State of Michigan laws that are out there today we must provide a 1-year notice upon a change of use to vacate the park. To ease everybody's concerns, this isn't going to be happening this year. Upon approvals from the municipality, then the ownership will go ahead and enact that 1-year time frame, but there's a lot of work to do prior to that time frame. So just to give everybody a little ease on the timing.

We've been in touch with a few different mobile home park communities to see if there would be some availability to take some of these residences, and again we've got some time, and we have some opportunities to work with these residents when we get there. To answer your question, Mr. Commissioner, at this point we don't have any dollar amounts, quite frankly there isn't a dollar amount that's required, but certainly we'll work with the residents. This is going to be an affordable attainable community, these aren't going to be high-end apartments that we are looking to rent like downtown Detroit. This is something we want for everybody.

We are working with the State Agencies to see what we can do to offering the folks that live there first rights. There are some legalities with that, so I'm not prepared to make that commitment at this point, but we'd like to, I think they deserve it. Some of these residents have been there 32 years I wrote down, that's a long time, God Bless them. We are looking to make this into a better community. There were some comments from the neighbors, we have Mr. Wison here with AEW that can talk about the drainage and the lighting, at

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the right time we will submit a photometric plan and submit a full landscaping plan being very sensitive to the screening to the neighbors to the north. The drainage sewer, I can tell you because I live in Macomb County as well, and the drainage requirements in Macomb County are probably one of the strictest in all of southeast Michigan. From a new development standpoint with the parameters that they have between stormwater and sanitary sewer. The park will have four access points that are shown on the plan at this point.

We took a look at this and said can we make this into a revitalized manufactured housing community because certainly the demand is there. The reality is based on the road pattern, the depth of the lots, the setbacks that are there today and more importantly the new homes that are out there today is just functionally obsolete. All these homes that are there today, 134 that need to be demoed, and I couldn't agree more, they do need to be demoed. We will be working with the community upon approvals to get this park cleaned up from a demolition standpoint, tree removal standpoint and get it ready for development. I hope that answers your questions.

Commissioner Holowaty – There was a question brought up about it being a three-story apartment, can any modification be done to the ones that will be facing the residents so they can still have their privacy?

Mr. Mark Kassab – That's a good question, Mr. Commissioner, at this point we are going to have to go back, as any plan, it's based on density and based on economic density to make this viable for not only the community but for the developer as well. The three-story product, and again this is just a concept plan at this point, we will take it to full engineering, it will be well screened between the residents. We've developed projects that are adjacent to a sewage treatment plant, to be very candid with you, and you wouldn't know it's there based on the way that we screened it with 25 or 30 foot arborvitaes that we have between the neighbors and us.

Quite frankly, I don't think the neighbors want to see the community nor does the community want to see the neighbors if they are living there and paying rent. So it's going to be the onus of the developer to not only screen it properly from a photometrics standpoint, minimize any lights that are coming onto the neighbors. I think when it's all said and done this will be an asset to neighbors, to the community, and hopefully the residents that are living here today if we can get them into this place. This was not sold for 11 million dollars this was given back to the lender.

APPROVED

Commissioner Holowaty – Thank you.

Vice Chair Boniecki – Would you consider or have anything in your plans for one of the units a single dwelling for seniors, veterans, and disability?

Mr. Mark Kassab – Certainly we can take that into consideration, I think it's a great idea. And again when you get into affordable there's laws and rules on who you select and who can be in there, so prior to making that commitment we want to reach out to our specialist to see if that's allowed, but I'd have no issues with that.

Vice Chair Boniecki – I think that would be a help because I think some of the people in there fall into those categories. I was also concerned about the three stories and also the time frame.

Mr. Mark Kassab – The time frame again, it's a one year by legislation and certainly we are going to work with the neighbors that are living there today to be sure that everybody has proper planning, and we will do what we can to assist.

Vice Chair Boniecki – Thank you.

Commissioner Duzyj – I'm feeling a little better that you're thinking about the residents that are there and how you can address what their situation is and what their problems are going into it. I think this is a good idea. The original drawings are interesting to put it mildly, but I think a lot of changes are going to end up being done on these drawings. That's one.

Two, there was a young lady asked about her street being a thru street or not, by the look of it so far, it's not going to be a thru street. This is going to have to go before the Fire Department, the Police Department, every other department in the city. I think it's a good idea to clean it up. I like the idea that you're having a retention pond for the problems with some of the flooding and so on. If it's done properly, I don't think it will be a problem, even with the three stories. If there are 14 homes, there are 14 families that are going to need some serious help, and I except, I'm not asking, I'm expecting you and the corporation to step up to the plate and help these people. If they've lived there for as long as some of these people have said that they live there, I really think you ought to think about getting together with them and going over some of your plans. Have you had a meeting with the residents yet?

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Mr. Mark Kassab – We haven't, Mr. Commissioner. Without concerning the residents, the notification of change of use would only go out upon a change of use. As opposed to concern them, we've been working with the city on this for months on getting to this point. If the change of use did occur, quite frankly, they have nothing to worry about, but I'm not sure if that's where they want to be as well.

You've got my commitment, Mr. Commissioner, you brought up a good point, these people have been there for an average of 30 years, that's a long time to be anywhere. We will work with them to relocate them, we will work with them to provide assistance, will work with them on getting into this community, if that's what they are choosing at the right time, but first it starts with the change of use.

Commissioner Duzyj – I understand that, and I hope that after everything is said and done and some zoning questions are answered, that you'll be able to come up with. It's a good-looking plan so far, but I see problems on it that are going to need some serious modifications. With that being said, I'm very happy that you've agreed to work with the residents there and to help alleviate their concerns. Thank you.

Chair Smith – I agree with a lot of the people here, they've been there for years and a lot of them can't afford to move. When they did the project north of Nine Mile they had a meeting with some of the residents and they went and wiped out a bunch of trees, a lot needed to be. With your plan you're also going to wipe out a lot of trees that have been there for years and years and I understand they cause problems over the years.

One thing, as a Commission we have to keep in mind tonight is, this is just a vote for rezoning to change it from the previous zoning of R-1-P, R-1-C, and R-4, to R-3 which is multi-family development so that's all this vote is for tonight. They still have to come back before us with a site plan that we have to go through and, at that point, we can make any adjustments that need to be made.

The petitioner might want to make arrangements to have a meeting with some of the community people just to get their views. Like I said, a lot of people have been living there for a long time, they don't want to get up and move somewhere. They are used to the area, and they'd rather stay in the area so it would be nice if you had some

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units that they could possibly move into. You have a lot of good aspects of this project which would be helpful. As far as the three stories, there's some questions because people don't want you looking in their backyard there, but that goes to the engineering and design of the project which comes back again for site plan approval. So tonight all we are approving is the rezoning for multi-family just to get the one zone to accomplish the whole project. That was a motion by Commissioner Holowaty, supported by Vice Chair Boniecki.

ROLL CALL:
The motion carried as follows:

Commissioner Holowaty..... Yes
Vice Chair Boniecki..... Yes
Commissioner Ansar..... Yes
Commissioner Duzyj..... Yes
Commissioner Hoque..... Yes
Secretary Mouri..... Yes
Chair Smith..... Yes

Chair Smith – Thank you, sir. Hopefully you can get together and work with the residents and make this a good project for everyone.

Mr. Mark Kassab – It's got to be a win-win all the way around. We look forward to working with the Commission, the residents, and staff, thank you.

CORRESPONDENCE:
Planning Commission Bylaws. Amended on September 23, 2024.

Ms. Mary Michaels – I believe the bylaw amendment that was just adopted by the Commission has been adopted into the bylaws, and I believe Mr. Crabtree provided the Commission with a full updated copy of the bylaws to have for reference.

MOTION:
A motion was made by Vice Chair Boniecki to receive and file, supported by Commissioner Duzyj.

ROLL CALL:
The motion carried as follows:

APPROVED

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

October 29, 2024

TO: Mindy Moore, Secretary
Warren City Council

FROM: Mayor, Planning Commission, and Planning Director

RE: REQUEST FOR REZONING WITH CONDITIONS; located on the east side of Schoenherr Road; approximately 841.58 ft. north of Ten Mile Road; from the present zoning classification R-I-C, One Family Residential District to R-3, Multi-Family Dwelling District; 25440 Schoenherr Road; Section 24; Rafi Ahmad.

At a public hearing on December 4, 2023, 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 conditional rezoning of the above-referenced property from its present zoning classification of R-1-C to R-3.

This item was originally heard by City Council as a standard rezoning on September 27, 2022; however, the petitioner requested the item be returned to Planning to resubmit as a rezoning with conditions.

You will find attached herewith a copy of the resolution, conditions agreement, petitioner's letter, staff findings and recommendation, map, minutes, City Council results, and concept plans in connection with this matter.

Should you and/or your staff wish to discuss the details of this project or go over any of the items in this packet, myself and the Planning Staff are available for assistance.

Thank you for your cooperation in this matter.

Sincerely,

Ronald F. Wuerth, AICP
Planning Director

RFW/mzm

Attachments

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You will find attached herewith a copy of the resolution, conditions agreement, petitioner's letter, staff findings and recommendation, map, minutes, City Council results, and concept 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,

Mahmuda Mouri
Commission Secretary

Read and Concur:

Mayor

MM/mzm

Attachments

RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statutes and ordinances governing the same and having held a public hearing thereon on Monday, the 4th day of December, 2023, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan, and having considered the objections raised thereto, Resolves to recommend and does so recommend to the Council of the City of Warren that the following described property, to-wit:

Property description for property zoned R-1-C, One Family Residential District to be zoned R-3, Multiple Family Dwelling District (25440 Schoenherr Road).

The land referred to in this commitment is situated in the City of Warren, Macomb County, State of Michigan, as follows:

One (1) parcel of land located in Section 24, City of Warren, Macomb County, Michigan; being described as:

PARCEL NUMBER: 13-24-351-004
Supervisor's Plat of H. Welton Obenauer's Garden Gate Subdivision No. 1, Lots 53, 54, and 55 including 42.19 ft. of vacated Schoenherr Road, Liber 18, Page 4.

Be rezoned with conditions from its present zoning classification, R-I-C, One Family Residential District to R-3, Multi-Family Dwelling District, in accordance with the map attached hereto and made a part hereof, and in accordance with Ordinance No. 30 of the ordinances of the City of Warren, and further, that said Ordinance No. 30 be amended in accordance herewith.

RESOLUTION adopted at the meeting of December 4, 2023.

PLANNING COMMISSION OF THE CITY OF WARREN

Warren Smith, Chair

Mahmuda Mouri, Secretary

CITY ATTORNEY'S OFFICE
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October 22, 2024

Mr. Ronald F. Wuerth, A.ICP
Planning Director
City of Warren

Re: Proposed Rezoning with Conditions Agreement – 25480, 25468 and 25440 Schoenherr Rd.; Developer: Rafi Ahmad

Dear Mr. Wuerth:

Attached please find a proposed Conditional Rezoning Agreement between the City of Warren and Rafi Ahmad for the proposed multi-family development at 25480, 25468 and 25440 Schoenherr Road.

The agreement was revised to reflect the following changes to the development:

- The development will include 20 town home style apartments instead of 21.
- No basement is required pursuant to Ordinance No. 30-1082, adopted August 13, 2024, which eliminates basements from multiple-family developments.
- The agreement specifies that regulations adopted after the plan approval will apply to the development if the regulation protects the public health or safety.

The agreement otherwise remains in the same form as the version sent to you on November 14, 2023. Specifically, the agreement incorporates Offer of Conditions dated September 10, 2023, and adds other conditions:

- Hours of Constructions: Monday-Friday 7:30 a.m. – 7:00 p.m.
  Saturday 8:00 a.m. – 5:00 p.m.
  No Sunday Construction
- No marihuana growth or distribution, short-term rentals of less than six months, or any use requiring a special land use permit.
- The developer will provide neighbors with contact information for a representative who will help address any neighborhood concerns.

The document is in form to be sent to City Council with the Planning Commission recommendation. Should you have any questions, or require further information, please call me at Ext. 4585.

Respectfully,

Mary Michaels
Acting City Attorney

MM/vlt Ltr to R Wuerth Planning re Proposed Rezoning with Conditions Agr – 25480, 25468, 25440 Schoenherr ID 108656

cc: Rafi Ahmad
Jeffrey Graham, RA, Project Engineer
Michelle Katapodes, Planner III
David Crabtree, Assistant Planner

CONDITIONAL REZONING AGREEMENT
BETWEEN THE CITY OF WARREN AND RAFI AHMAD

THIS CONDITIONAL REZONING AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2024, between City of Warren, a Michigan municipal corporation, with offices at One City Square, Suite 215, Warren, Michigan 48093, ("the City"), and Rafi Ahmad, whose address is 25228 Alex, Center Line, Michigan 48015 ("the Developer"). The City and Developer from time to time, referred to individually as the "Party" and collectively as the "Parties).

RECITALS:

1. Developer is the fee owner of real property commonly known as 25480, 25468 and 25440 Schoenherr Road., Warren, Michigan, Parcel Number 13-24-351-004 (formerly parcel numbers 13-24-351-001, 13-24-351-002 and 13-24-351-003), as more particularly described on the legal description and zoning map collectively attached *Exhibit A* (the "Property").

2. Developer is seeking approval to develop two separate townhome-style apartment buildings consisting of 20 apartment units, parking and other site features upon the Property, as further described in this document, which shall be referred to as "the Development", subject to certain conditions including, but not limited to, receiving zoning approvals for the contemplated Development;

3. In order for the Development to proceed, the Property must be rezoned from its zoning classification of R-1-C, One Family Residential Dwelling District, to R-3, Multiple Family Dwelling District.

4. Developer has submitted a request for the Rezoning of the Property with Conditions to rezone the Property to R-3, and voluntarily offered, in writing, to meet certain conditions to rezone the Property as set forth in this document. *(Exhibit B)*

5. The City Planning Commission on December 4, 2024, held a Public Hearing on the request for Rezoning and proposed amendment to the City's Zoning Map ordinance and voted to recommend approval of the request.

6. Pursuant to Section 405 of the Michigan Zoning Enabling Act, 2006 PA 110, as amended, codified at MCL 125.3405 *et seq*, and Article XXIV, Division 2 of the Warren Zoning Ordinance, certain conditions voluntarily offered by the owner of land, including an agreement between the city and the developer, may become a condition of rezoning of property; and

7. The Warren City Council, on _____, 2024 voted to approve the request for Rezoning with Conditions, and Ordinance No. 30-_____ will be published in a newspaper for the Rezoning with Conditions to take effect based upon the conditions set forth in this Agreement and the attached Exhibits and documents referenced in this Agreement. A copy of the Rezoning with Conditions Ordinance and map are incorporated by reference and attached as *Exhibit C.*

THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties agree as follows:

AGREEMENT

A. **Development.** Developer, for himself, his assigns, successors, transferees, heirs, family, legal representatives, or successor entity, agrees to the following:

1. Developer will develop two multi-dwelling buildings, for a combined total of 20 townhome-style dwelling units upon the Property, as further described in this Agreement, in compliance with this Agreement, and other Contract Documents referenced or attached to this Agreement and enumerated in attached *Exhibit F* ("the Development"). Reference to this Agreement shall interchangeably mean the Contract Documents. The design, construction and operation of the Development shall comply with the Contract Documents.

2. The Developer shall submit a site plan for approval of the Warren Planning Commission that is consistent with this Agreement, incorporated or referenced documents and other Contract Documents. Upon approval, such final site plan and any conditions imposed as part of such approval shall be incorporated by reference into this Agreement, and any amendments to them approved by the City, shall be incorporated into this Agreement and binding upon Developer. Developer agrees that the proposed site plan submitting for final approval shall include, at a minimum, the landscaping, ingress and egress, and other features depicted on the preliminary site plan attached as *Exhibit D*, understanding the content may change subject to Planning Department and Commission review. The buildings, models, façade and specifications will comply with the renderings collectively attached as *Exhibit E*. The ordinances, building codes and building regulations in effect at the time of the plan approval will apply to the development, except that Developer will comply with a newly adopted code, regulations or ordinance that provide greater safety or protection, effective at the time of permit approval.

3. The Developer shall comply with R-3 zoning use district regulations and as set forth in the Site Plan approved by the Planning Commission, which shall be incorporated by reference into this Agreement, upon the date of approval of such site plan, along with all conditions to be established by the Planning Commission relating to the site plan approval, and amendments to the site plan.

4. Developer shall comply with Developer's Offer of Conditions as memorialized in the correspondence dated August 28, 2023 and signed on September 10, 2023, a copy of which is attached as *Exhibit B,* and the additional or modified conditions set forth in this Agreement, and any conditions for approval of the Warren Planning Commission attached to approval of the site plan, which shall be incorporated by reference upon approval of the site plan. Rafi Ahmed affirms such Offer of Conditions and attests, accepts and agrees to them in the entirety, and accepts changes or additions to such conditions as provided in this Agreement. The Offer of Conditions attached as Exhibit B, is incorporated by reference into this Agreement and binding upon the Developer, except for a term that directly conflicts with this Agreement, in which case the term of this Agreement shall prevail. For avoidance of doubt, the development will consist of 20 dwelling units as specified in this Agreement rather than the 21 dwellings specified in the Offer of Conditions.

5. To otherwise construct and maintain the proposed Development in compliance with applicable laws, regulations, ordinances and building codes, including the City of

Warren Code of Zoning Ordinances (Zoning Code), and specifically, section 24-10, et. al. of the Zoning Code, pertaining to conditional rezoning, and the Michigan Zoning Enabling Act, 2006 PA 110, as amended.

6. The property will be used only for the purposes of a developing multi-family dwellings and other uses provided in this Agreement, in accordance with the terms of this Agreement and documents incorporated into this Agreement.

7. The Property shall not be used or occupied for any of the following uses or activities: (i) growth, sale, processing, cultivation, testing, storage or distribution of medical marihuana or adult-use or recreational marihuana or adult use consumption establishments as defined by law or City of Warren ordinance; (ii) short-term rentals of a duration of six months or less; (iii) any second-hand sales business, including pawnshops; (iv) any sexually-oriented business, as defined in Section 14.02(s) of the City of Warren Code of Zoning Ordinances or Chapter 6 of the Code of Ordinances, or (v) any use requiring special land use approval under section 14.02, or (vi) businesses that sell or are related to alcohol or tobacco, including vaping products.

8. Developer shall keep the Property maintained in accordance with the City of Warren Code of ordinances, including without limitation, the property shall be clear of debris, lawn and landscaping shall be maintained; no noise, vibrations or smoke shall emit from Property to cause disruption to the surrounding neighborhood.

9. Developer shall make a contact name, phone number and e-mail available to the residential neighbors within 300 feet who will assist in addressing and mitigating any disturbances to the neighborhood that may be caused during construction, use or occupation of the property. This obligation shall survive completion of the development.

10. Property owner will have long-term maintenance agreements in effect to ensure continuous landscaping maintenance, trash removal, snow removal, rodent control and tree trimming or replacement.

11. Any landscaping or trees in the final site plan shall remain in good condition, and any dead or destroyed trees shall be replaced with fresh, new trees or landscaping.

12. Any change in use will subject the property to be reverted to the original zoning, and must be a use allowed in the R-1-C zoning designations, unless approved by the City Council, and must otherwise be approved in accordance with the City of Warren Zoning Ordinance.

13. The operations or business on the Property will adhere to the provisions in the Offer of Conditions, *Exhibit B*.

14. This Agreement is supplemental and cumulative to the obligations or requirements in the Offer of Conditions.

B. **Approvals and Performance.** In addition to the terms of this Agreement, and the Offer of Conditions, the Developer agrees to comply with the following:

1. Final Site Plan approval must be obtained from the Planning Commission.

2. Dimensional and parking (if needed) or other variances as may be required must be obtained.

3. All necessary permits shall be obtained from all applicable Governmental authorities, including, but not limited to, the City's Department of Engineering and its Building Department, and any other approvals necessary for site work or construction shall be

obtained.

4. Developer shall commence construction within two months of effective date, and will proceed diligently to completion, which the time allowed by ordinance. At all times during construction the Property will be maintained in compliance with the Code of Ordinances of the City of Warren, and free from debris and stored or idling vehicles or trucks. At the end of each day, there shall be no storage of building materials, construction equipment or construction vehicles on the Property. At all times, safety precautions and measures will be taken to avoid accident or hazards, and the building will be kept secured and unexposed, and the work site must be kept neat and orderly.

5. Developer agrees that all renovations, construction, parking and customer entry or access areas, shall comply with the Americans with Disabilities Act (ADA) and the 2010 ADA Standards for Accessible Design.

6. In the event that after final Site Plan approval, during the course of building permits review or construction and development of the Property, the City's Planning Department or Building Department determine that the engineering or building plans, as submitted by Developer, shall need to vary from the approved Site Plan, then the Building Department and/or Planning Department shall be empowered to administratively approve such change or variance, consistent with City Ordinances, without amending this Agreement, provided that such changes or variances (i) are not substantial and (ii) are consistent with the Conditional Rezoning Agreement. Notwithstanding the foregoing, any change that affects Section A of this Agreement shall require an amendment of the Agreement.

7. The Site Plan bond securing site plan conditions shall also secure the completion of the terms of this Agreement up to the time of the bond release, and shall otherwise be in such form that meets with the satisfaction of the City Attorney. It is understood that terms of this Agreement survive completion of the development and bond release.

8. Construction and deliveries on site thereafter, shall occur only on Monday through Friday, 7:30 a.m. to 7 p.m. and Saturday, 8 a.m. to 5 p.m. Sunday construction is not anticipated except in extreme circumstances, such as to compensate for unanticipated weather-related or supply or labor shortage-related delays.

9. No ingress or egress to or from any residential street. The driveway on Industrial Highway shall be removed. Ingress or egress shall be to or from Schoenherr Road only.

10. Occupants and invites of the Development will park on the Property, and the berm between the parking area and neighboring residences will adequately shield the neighbors from any headlight glare. To the extent feasible, parking will be oriented away from the neighbors

11. Developer will execute the draft rezoning with conditions ordinance, in such form and substance as the unsigned ordinance attached as *Exhibit C.* Such ordinance will be recorded with the Macomb Register of Deeds to perfect the conditional rezoning.

12. In the event of a conflict in a term of this Agreement and the other Contract Documents, this Agreement will control over the other Contract Documents, except for a provision of law or lawful ordinance in which case the law or ordinance will prevail.

C. **Forced Delay in Performance.** The time for performance of an obligation shall be extended

by mutual agreement in the event of delay in the performance by a Party in its obligations under this Agreement, including, but not limited to, the obligations described in Section B above, due to unforeseeable circumstances beyond the Party's control and without the Party's fault or negligence, including but not restricted to: acts of God or of the public enemy; acts of the federal, State or County government; acts of the judiciary; acts of the other Party; strikes or labor unrest; fires, floods, epidemics, or severe weather; shortage of materials or shortage of labor; unforeseen environmental contamination ("Forced Delay"). In the event the Forced Delay pertains to Developer commencing or completing construction, Developer shall notify the City of the Forced Delay, in writing, within thirty (30) days after the beginning of the Forced Delay, advising of the cause of the Forced Delay and requesting an extension of the time to perform. The period of extension shall be a reasonable time based on the circumstances causing the Forced Delay, but no less than the number of days' performance was forced to be delayed, plus five (5) working days. A Party's approval for an extension shall not be unreasonably withheld. Requests for extension not exceeding thirty (30) days may be granted for good cause shown.

D. **Developer Default.** In the event Developer fails to meet its obligations under this Agreement, the City may at its option and within its sole discretion, terminate this Agreement upon providing Developer and Owner written notice of Developer's default and the City's intent to terminate the Agreement if Developer or Owner fails to cure the default within sixty (60) days of Developer's receipt of the notice. Such notice may be issued by the City's Planning Director in his or her administrative capacity without prior approval of a governing body or commission. If Developer or Owner fails to respond to the notice, or the Developer fails to cure the default, the City Council, at its option, within its sole discretion may declare reversion of the zoning of the Property back to R-1-C zoning designation. The reversion of the zoning shall be initiated by City Council, and resolution directing the Planning Commission to proceed with rezoning of the land to its former zoning classification R-1-C, with no further obligation of the City. The use of the property may then only be for used permitted in an R-1-C zoning district.

E. **Change in Use.** Any change to the use of the Property to a use other than what has been specified in this Agreement must be approved in accordance with the procedures and standards of the City's Zoning Ordinance and this Agreement.

F. **Building and Use Regulations Applicable; Conditions Run with the Land.** Except as modified by this Agreement, the Property shall remain subject to all other zoning and use district regulations of the City Zoning Ordinance for property zoned R-3 and shall remain subject to all other requirements of the City's building, zoning, and other land use regulations. Developer understands and acknowledges that the conditions and obligations contained herein are intended to encumber and "run with the land" regardless of any change in ownership. The City reserves the right and Developer agrees to assist in the recording of this document with the Macomb County Register of Deeds. Developer may not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual, entity or other person without the City's express written consent, which consent may be provided or withheld in the City's sole discretion. An assignment under this section shall include a transfer of more than 30 percent (30%) off Developer's controlling interest. Any approved assignment is subject to the assignee assuming in a written undertaking, all obligations imposed on Developer as if the assignee were the original Developer in this Agreement, provided however, in no event shall Developer be released from its duties and obligations hereunder. If Developer assigns this Agreement to an entity formed or controlled by Developer, Developer shall provide the City with advance notice, and such entity will sign an undertaking to assume the terms of this Agreement.

G. **Entire Agreement.** This Agreement, the exhibits attached hereto, and the instruments that are to be executed in accordance with the requirements hereof, set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between the City and Developer concerning the Development as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions, or understandings, either oral or written, between them other than as set forth herein.

H. **Relationship of the Parties.** The relationship of the City and the Developer shall be defined solely by the expressed terms of the Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the Parties hereunder, nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and the Developer, nor shall any party or their agent be deemed to be the agent or employee of any other Party to this Agreement.

I. **Amendment.** This Agreement may be modified or amended only by a written instrument expressly referring hereto and executed by the City and Developer.

J. **Controlling Law.** This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with Michigan law.

K. **Due Authorization.** The Parties each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the City, its City Council and all other governmental agencies whose approval may be required as a precondition to the effectiveness hereof; in the case of the City, by its governing body, by its Board members; and as to Developer, by its members thereof, as to the Owner, by its Board of Directors and President; and that the persons who have executed this Agreement below have been duly authorized to do so. The Parties agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other Party shall reasonably request.

L. **Run with the Land.** The obligations under this Agreement shall run with the land and be binding upon any successor, transferee, legal representative or assignee of Developer, prior notice of such transfer, assignment or sale of the Property shall be provided to the City.

M. **Notices.**

Notices under this agreement of an administrative nature may be made via e-mail or first-class mail to the addresses of the parties below, and notices of a legal nature such as default or termination shall be made by certified mail to the parties at the respective addresses below:

DEVELOPER:
Rafi Ahmad
25228 Alex
Center Line, MI 48015
E-Mail: _____

CITY OF WARREN:
Ronald Wuerth, Planning Director
One City Square, Suite 310
Warren, MI 48093
E-mail: rwuerth@cityofwarren.org

The Parties are required to provide written notice of any change to the information above.

N. **Recitals.** The provisions in the Recitals above shall be incorporated into the agreement and be binding upon the Parties.

Signatures continued on next page

IN WITNESS, the Parties have executed this Agreement on the date first set forth above.

WITNESSES:

_____
Print Name:

_____
Print Name:

CITY OF WARREN:
:

_____
By: Lori Stone
Its: Mayor

_____
By: Sonja Buffa
Its: City Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by Lori Stone, Mayor and Sonja Buffa, City Clerk on behalf of the City of Warren, a Michigan municipal corporation.

_____
, Notary Public
Macomb County, Michigan
My Commission Expires: _____
Acting in the County of Macomb

WITNESS:

_____
Print Name:

DEVELOPER:

_____
By: Rafi Ahmad

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __day of _____2024, by Rafi Ahmad, Developer.

_____
, Notary Public
Macomb County, Michigan
My Commission Expires: _____
Acting in the County of Macomb

Drafted by and when recorded return to:
Mary Michaels, Esq.
Warren City Attorney's Office
One City Square, Suite 400
Warren, MI 49093

Parcel No. 13-24-351-004
Exempt: MCL 207.526(h)(i)
MCL 207.505 (h)(i)

EXHIBIT A

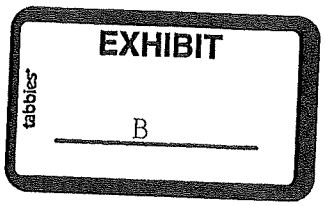
PROPERTY DESCRIPTION

The land referred to in this commitment is situated in the City of Warren, Macomb County, State of Michigan, as follows:

One (1) parcel of land located in Section 24, City of Warren, Macomb County, Michigan; being described as:

Supervisor's Plat of H. Welton Obenauer's Garden Gate Subdivision No. 1, Lots 53, 54, and 55 including 42.19 ft. of vacated Schoenherr Road, Liber 18, Page 4.

Commonly known as25480, 25468, 25440 Schoenherr Road, Warren, Michigan
Parcel No. 13-24-351-004



Conditional Zoning Request

Date: 8/28/2023
Project: 25480 Schoenherr Road

Ron Weurth
Planning Director
Warren Planning Department
#1 City Hall 3315
Warren, MI 48093

Applicant: Rafi Ahmad
25319 Van Dyke, Center Line MI 48015

Dear sir,

We are requesting Condition Zoning for this property. Below is a list of conditions that we would incorporate into our design:

1. The apartments will be situated in two separate buildings.
2. There will be a total of 21 Apartments.
3. All apartments will be townhouse style.
4. All apartments will have a basement.
5. All site lighting will be down style lighting.
6. A 36" berm covered in fir trees will be built between the parking lot and Industrial Drive.
7. There will not be a driveway onto Industrial Drive.
8. There will be only one drive into the development which will come off of Schoenherr Road.
9. A recreational area will be provided.

If you have any questions, please do not hesitate to contact me.

Rafi Ahmad 09-10-2023

EXHIBIT C

ORDINANCE NO. 30-

AN ORDINANCE TO AMEND ORDINANCE NO. 30 OF THE ORDINANCES OF THE CITY OF WARREN, COUNTY OF MACOMB, STATE OF MICHIGAN.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Ordinance No. 30 of the ordinances of the City of Warren, Macomb

County, Michigan be amended to provide that the following described property:

Property description for property zoned R-1-C, One Family Residential District to be zoned R-3, Multiple Family Dwelling District (25480, 25468, 25440 Schoenherr Road).

The land referred to in this commitment is situated in the City of Warren, Macomb County, State of Michigan, as follows:

One (1) parcel of land located in Section 24, City of Warren, Macomb County, Michigan; being described as:

PARCEL NUMBER: 13-24-351-004

Supervisor's Plat of H. Welton Obenauer's Garden Gate Subdivision No. 1, Lots 53, 54, and 55 including 42.19 ft. of vacated Schoenherr Road, Liber 18, Page 4.

is rezoned with conditions from its present zoning classification, R-I-C, One Family

Residential District to R-3, Multi-Family Dwelling District, in accordance with the map

attached hereto and made a part hereof, and in accordance with 1) the Rezoning with Conditions map below and made a part of this ordinance; 2) Ordinance No. 30 of the Ordinances of the City of Warren, as amended; and 3) documents referenced in this ordinance. Ordinance No. 30 is amended in accordance with this ordinance.

SECTION 2. The conditions offered by the Petitioner, and accepted by the Warren City Council include the conditions that the above-described property shall be developed as townhome style apartment buildings, subject to, and in compliance with, (1) approved site plans, site plan conditions, and other zoning approvals, (2) Offer of Conditions dated August 28, 2023 and signed on September 10, 2023; and (3) Conditional Rezoning Agreement between the City of Warren and Rafi Ahmad ("Developer"), and all such documents are incorporated by reference into this Ordinance, and may be examined in the Department of Planning, One City Square, Suite 315, Warren, Michigan. The rezoning is further conditioned upon Developer's compliance with Ordinance 30.

SECTION 3. The City Clerk shall record the approved rezoning ordinance and rezoning with conditions agreement, and the rezoning with conditions shall run with the land and is binding upon successors or transferees pursuant to section 24.14b of the Code of Zoning Ordinances.

SECTION 4. All other provisions of the Zoning Ordinance of the City of Warren, Appendix A of the Code of Ordinances of the City of Warren, shall remain unchanged and in full effect.

SECTION 5. This ordinance shall become effective and the property rezoned, as set forth in this Ordinance and the Conditional Rezoning Agreement on _____, 2024.

I HEREBY CERTIFY that the foregoing Ordinance No. 30- was adopted pursuant to the approval of the Rezoning with Conditions by the Council of the City of Warren at its meeting on _____, 2024.

_____
SONJA BUFFA
City Clerk

Published: _____

The undersigned certifies that Rafi Ahmad, an individual voluntarily offered the conditions for rezoning incorporated into this rezoning ordinance, and consents to the conditions and provisions contained in this Rezoning with Conditions document, and has authority to bind Developer to such conditions and provisions.

_____
Rafi Ahmad

The foregoing certification was acknowledged before me this _____ day of _____, 2024, by Rafi Ahmad, as an individual, the Developer.

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

Drafted by and when recorded return to:
Mary Michaels, Esq.
One City Square, Suite 400
Warren, MI 48093

Parcel No. 13-24-351-004
State Transfer Tax: EXEMPT MCL 207.526(h)(i)
County Transfer Tax: EXEMPT MCL 207.505(h)(i)

ID 108702

Amended Rezoning with Conditions Map on Next Page

BOUNDARY OF DISTRICT AS AMENDED

SECTION 24 – REZONING WITH CONDITIONS

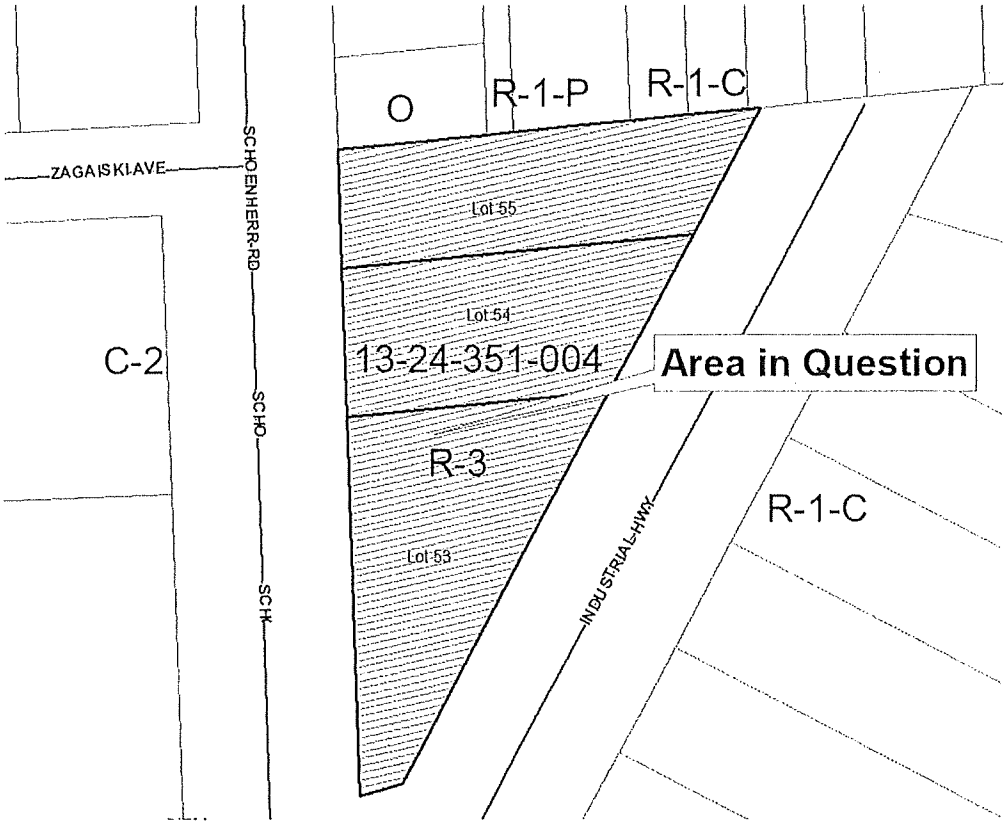
Property description for property zoned R-1-C, One Family Residential to be zoned R-3, Multi-Family Dwelling District; (25440 Schoenherr Road).

The lands referred to in this commitment are situated in the City of Warren, Macomb County, State of Michigan, as follows:

One parcel of land located in Section 24, City of Warren, Macomb County, Michigan; being described as:

PARCEL NUMBER: 13-24-351-004

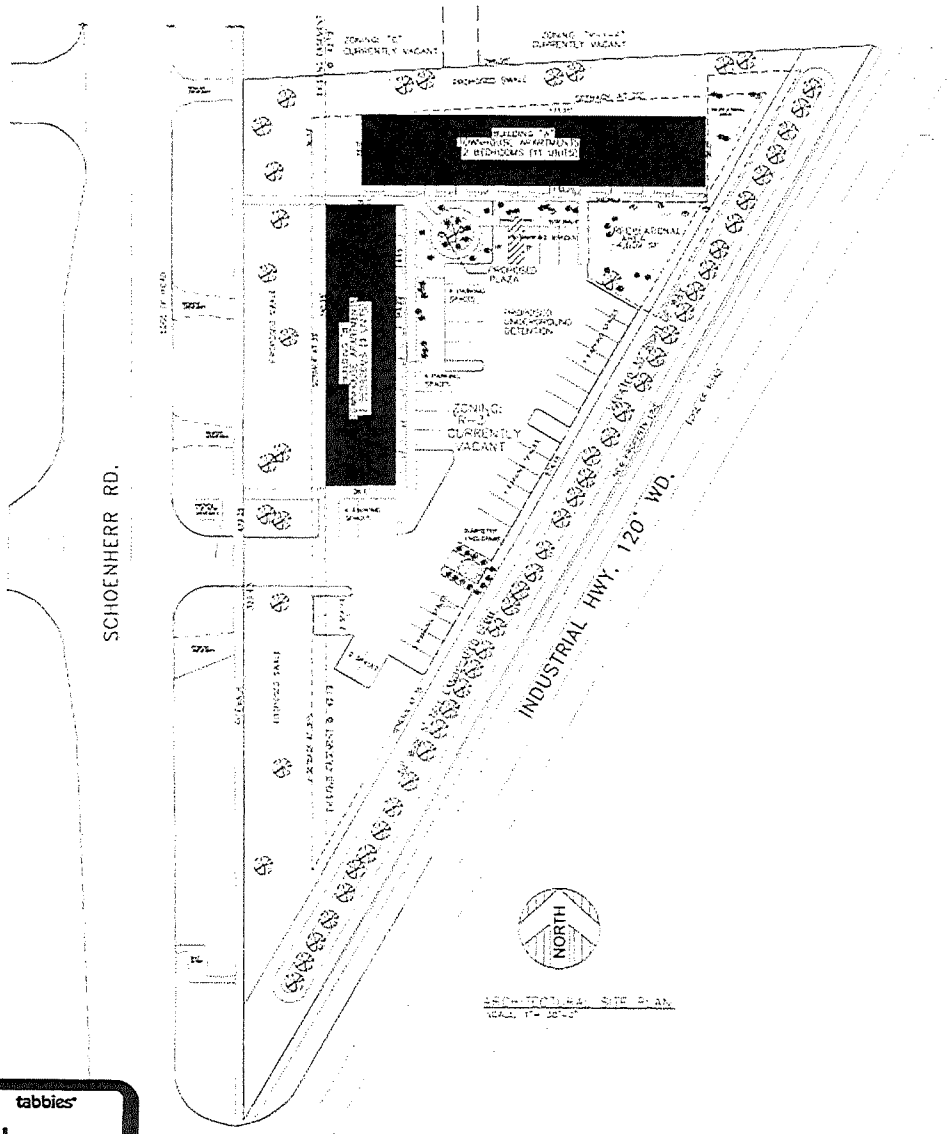
SUPERVISORS PLAT OF H. WELTON OBENAUERS GARDEN GATE SUBDIVISION NO 1 LOTS 53, 54 & 55, INCL 42.19 FT OF VACATED SCHOENHERR RD L.18 P.4



AMENDED ZONING MAP NO. 30-
OF CITY OF WARREN ADOPTED BY
COUNCIL OF THE CITY OF WARREN, MICHIGAN
, 2024

MAYOR	LORI M. STONE
CLERK	SONJA BUFFA

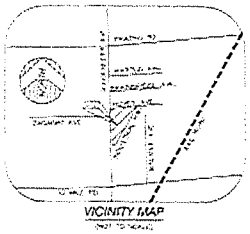
PROJECT: TWO TOWNHOUSE APARTMENT BUILDINGS
LOCATION: 25480 SCHOENHERR, WARREN, MI
OWNER: RAFI AHMAD



SCHEMATICAL SITE PLAN
SCALE: 1"=30'-0"

PROPERTY DESCRIPTION

NEW SIDWALL NUMBER



PROPOSED ZONING: R-2 MULTIPLE FAMILY RESIDENTIAL
BUILDING HEIGHT: 35' OR 2 1/2 STORIES
ACTUAL AVERAGE BUILDING HEIGHT: 30'-0"
LOT COVERAGE: NA

SETBACKS
STREET YARDS, (TWO): 35'
SIDE YARD: 15'

PROPOSED BUILDINGS:
FLOORS: 2
BLDG "A" TWO BEDROOM UNITS: 11 UNITS
BLDG "B" TWO BEDROOM UNITS: 9 UNITS
EACH TWO BED ROOM UNIT 1,092 SF PER UNIT

FOOTPRINT BLDG. "A": 6,225 SF
TOTAL BLDG "A" SIZE: 10,494 SF
FOOTPRINT BLDG. "B": 5,221 SF
TOTAL BLDG "B" SIZE: 10,538 SF
TOTAL BUILDING SQUARE FOOTAGE IS 21,032 SF
LOT SIZE: 87,601 SF
BUILDING LOT COVERAGE: 10%

ALLOWABLE DENSITY:
FIRST UNIT: 87,601 SF MINUS 7,200 SF = 80,401 SF + 1 UNIT
REMAINDER UNITS: 80,401 SF DIVIDED BY 4,000 SF = 20 UNIT
TOTAL UNITS ALLOWED = 21 UNITS

PARKING:
REQUIRED: 2 PER RESIDENTIAL UNIT
20 UNITS = 40 PARKING SPACES
PROVIDED: 40 PARKING SPACES
2 SPACES ARE BARRIER FREE

RECREATIONAL SPACE:
REQUIRED: 21,032 SF X 0.2 = 4,606 SF
PROVIDED 4,600 SF

LOT COMBINATION:
PARCEL ID # 13-24-351-004

NOTE:
ALL EXTERIOR LIGHTING WILL BE DOWN STYLE LIGHTING

IMPORTANT
PRELIMINARY DRAWINGS ONLY
THESE DRAWINGS ARE INCOMPLETE AND ARE NOT FOR BIDDING NOR FOR CONSTRUCTION

IMPORTANT NOTE
DO NOT SCALE FROM DRAWINGS. USE THE DIMENSIONS GIVEN ON THE DRAWINGS. ALL DIMENSIONS AND CONDITIONS, ESTIMATIONS, AND CALCULATIONS SHALL BE THE RESPONSIBILITY OF AND VERIFIED BY THE CONTRACTOR.

PRELIMINARY DRAWINGS
ARCHITECTURAL SITE PLAN
RAFI AHMAD
25480 SCHOENHERR, WARREN, MI

KEM-TEC & ASSOCIATES
PROFESSIONAL ARCHITECTS
PROFESSIONAL ENGINEERS
PROFESSIONAL PLANNERS
(810) 231-2333 FAX

ASF

EXHIBIT D
tabbies

EXHIBIT

tabbies

E

EXHIBIT F

CONTRACT DOCUMENTS

1. Property Legal Description (Exh. A);
2. Offer of Conditions dated August 28, 2023 and dated September 10, 2023 (Exh. B);
3. Rezoning with Conditions Ordinance (Exh. C);
4. Development Concept Plan (Exh. D);
5. Apartment Building rendering (Exh.E);
6. Application for Rezoning with Conditions received by City of Warren Planning Commission;
7. Final Site Plan to be incorporated upon approval by City of Warren Planning Commission;
8. Site Plan, and Site Plan Conditions established by City of Warren Planning Commission in connection with Site Plan approval to be incorporated upon adoption;
9. Conditions to the Rezoning with Conditions established by the Warren Planning Commission or Warren City Council and statements or representations made on the record before the approval bodies;
10. City of Warren Rezoning with Conditions Ordinance, Sections 24.10 to 24.30 of the City of Warren Code of Zoning Ordinances, and any replacement or amendments thereto;
11. Conditional Rezoning Agreement between City of Warren and Rafi Ahmad; and
12. Any law or ordinance referenced in the foregoing Conditional Rezoning Agreement.

December 8, 2023
Process # PR220007

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

Rafi Ahmad
25228 Alex
Center Line, MI 48015

RE: REQUEST FOR REZONING WITH CONDITIONS; located on the east side of Schoenherr Road; approximately 841.58 ft. north of Ten Mile Road; from the present zoning classification R-I-C, One Family Residential District to R-3, Multi-Family Dwelling District; 25480, 25468, 25440 Schoenherr Road; Section 24; Rafi Ahmad.

Dear Mr. Ahmad:

At its public hearing of December 4, 2023, the Planning Commission adopted a resolution pertaining to the above captioned matter. The resolution, as adopted, is a recommendation to the City Council that the formal request to rezone property with conditions, specifically identified pursuant to a legal description in said resolution from the present zoning classification R-I-C, One Family Residential District to R-3, Multi-Family Dwelling District be **APPROVED** by City Council, and more specifically:

The following recommendation is made to City Council regarding the rezoning with conditions request for the property in question as described above.

1. It is recommended that the rezoning with conditions request from R-1-C, Single Family Dwelling District to R-3, Multiple Family Dwelling District be APPROVED.

   The location is an adequate location for a multiple family housing development. The proposed rezoning with conditions satisfies the following concepts:

   a) Rezoning the property would allow a higher residential density infill development along a major roadway (Schoenherr Road).

   b) Rezoning the property would eliminate the prospect of the property being proposed for a higher use (office/commercial) opposite the existing single family uses.

   c) The use provides additional "missing middle" residential uses as described in the 2021 Warren Master Plan.

   The future land use map in the 2021 Master Plan does however indicate the property be used for traditional residential. It is the Planning Staff's opinion that this property would be better suited for a multiple family infill development due to its location on a major thoroughfare, and the unique shape of the property.

d) The offer of conditions ensures the development will be townhome style, which aesthetically will look like attached single family dwellings.

e) A significant berm will be provided along Industrial Highway to shield vehicle headlights from the existing residential dwellings and in turn provide a view of trees and shrubs to the east side of Industrial Highway.

2. Planning Staff reviewed the offer of conditions the petitioner provided at the time of application. The property and development as proposed in the concept plan, would comply and exceed the standards for a greenbelt or buffer as outlined in the Zoning Ordinance. The document will need some revisions, as the number of units was decreased from 21 to 20. All corrections shall be updated prior to forwarding the project to City Council.

3. Fifteen (15) copies of the revised concept plan (ASP) shall be provided indicating the following:

   a) Indicate the sidewalk that would be relocated from its present location to the location, one (1) ft. off the new thirty (30) ft. wide west right-of-way of Industrial Highway.

   b) Change "R-M" zoning to "R-1-C" Zoning proposed to R-3, Multiple Family Zoning.

   c) Provide the usable recreation space calculation on the plan per Section 10.14 of the Zoning Ordinance. The calculation will read as follows:

      Total Floor Area 23,032 sq. ft. x .2 = 4,606.4 sq. ft. of required usable recreation space. Usable recreation space provided: 4,609 sq. ft.

4. The concept plan would include 30 ft. of the Industrial Highway right-of-way. The petitioner has applied to City Council for a vacation of the right-of-way if the rezoning application is approved. The petitioner shall then continue the vacation process, and once completed combine this area with the rest of the parcel.

5. The property to be rezoned is over 1 acre. Upon tentative approval of the conditional rezoning, site plan approval will be required. When the acreage of disturbance is over 1 acre, the project will need to comply with the City's Storm water Ordinance. As part of the site plan application, a storm water narrative shall also be provided that will be reviewed by the Engineering Division.

The petitioner should be apprised of the fact that formal site plan approval before the Planning Commission is required prior to obtaining a building permit, should the City Council grant the rezoning request.

Please do not hesitate to contact our office, should you have any questions.

Sincerely,

Mahmuda Mouri
Commission Secretary

/dwc

cc: Ronald F. Wuerth, Planning Director
Mary Michaels, Chief Assistant City Attorney
Jeffrey Graham

6.) REQUEST FOR REZONING WITH CONDITIONS: R-1-C to R-3
25480, 25468, 25440 SCHOENHERR
PR220007
Section 24
Rafi Ahmad (Jeffrey Graham/Kem-Tec)
December 4, 2023

FINDINGS

1. The petitioner is requesting that property located on the east side of Schoenherr Road; approximately 841.58 ft., north of Ten of Mile Road; be rezoned with conditions from R-1-C, One Family Residential Dwelling District, to R-3, Multiple Family Dwelling District.

2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**

   a) **SIZE AND DIMENSIONS OF PROPERTY:** A triangular shaped parcel measuring 288.98 ft. x 574.18 ft. and containing 1.586 acres with 574.18 ft. of frontage along Industrial Highway and 479.26 ft. of frontage along Schoenherr Road; lots 53, 54, and 55 of Supervisor's Plat of H. Welton Obenauer's Garden Gate Subdivision No. 1 and including 42.19 ft. of vacated Schoenherr Road.

NOTE 1: The property to be rezoned is over 1 acre. Upon tentative approval of the conditional rezoning, site plan approval will be required. When the acreage of disturbance is over 1 acre, the project will need to comply with the City's Storm water Ordinance. As part of the site plan application, a storm water narrative shall also be provided that will be reviewed by the Engineering Division.

NOTE 2: If the rezoning is approved, site plan approval will be required. As part of the site plan approval application, the petitioner shall continue the right of way vacation of thirty (30) ft. of (Industrial Highway).

NOTE 3: A lot combination application was approved in August 2022 by the Planning Department, which combined the three (3) lots into one (1) parcel; 25440 Schoenherr Road (13-24-351-003), 25468 Schoenherr Road (13-24-351-002), and 25480 Schoenherr Road (13-24-351-001). The new combined parcel number is 13-24-351-004.

NOTE 4: The petitioner provided a written offer of conditions as part of the rezoning with conditions application. As part of the conditional rezoning, the following conditions were offered:

   a) The apartments will be situated in two (2) separate buildings.

   b) There will be a total of 21 apartments.

NOTE: The offer of conditions shall be updated, as the most current plan indicates 20 units.

c) All apartments will be townhouse style.

d) All apartments will have a basement.

e) All site lighting will be down style lighting.

f) A 36 inch berm covered in fir trees will be built between the parking lot and Industrial Drive.

g) There will not be a driveway onto Industrial Drive.

h) There will be only one drive into the development which will come off of Schoenherr Rd.

i) A recreational area will be provided.

NOTE 4: The Chief Assistant City Attorney has been working with the petitioner to draft a formal Conditional Rezoning Agreement between the City of Warren and Mr. Rafi Ahmad based upon the offer of conditions provided. The draft document is provided in this packet following the finding.

b) **PRESENT USE:** 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.

d) **PROPOSED ZONING (Rezoning with Conditions Request):** R-3, Multiple Family Dwelling District.

e) **FUTURE LAND USE MAP (FLUM):** Traditional Residential

3. **CURRENT STATUS OF APPLICATION**

a) The Planning Commission, pursuant to Article XXIV, Changes and Amendments, Section 24.01, Division 1. Procedure for standard rezoning or Section 24.10, Division 2. Procedure for rezoning with conditions of the Zoning Ordinance, must provide a report and recommendation to City Council for any rezoning requests that alter or change zoning district boundaries.

b) On November 20, 2023, the Planning Commission POSTPONED the above-captioned item to December 4, 2023 because the petitioner and/or representative did not attend the meeting.

c) On November 6, 2023, the Planning Commission voted to POSTPONE the above-captioned item to November 20, 2023 per the petitioner's request in order to revise the concept plan.

d) On November 6, 2023, the Planning staff met with Mr. Ahmad and Mr. Graham to discuss the concept plan and revisions.

e) On October 11, 2023, notice was given in the Warren Weekly for the November 6, 2023, public hearing before the Planning Commission.

f) On October 25, 2022, the City Council made the formal motion to TABLE the Industrial Highway Right-of-Way vacation of thirty (30) ft.; located on the west side of Industrial Highway, between Schoenherr Road a point 574.18 ft. northeast abutting lots 53,54,55 of Supervisor's Plat of H. Welton Obenauer's Garden Gate Subdivision No. 1.

g) On September 27, 2022, the City Council held the public hearing for the standard rezoning from R-1-C, One Family Residential Dwelling District to R-3, Multiple Family Dwelling District, but did not take any formal action. Petitioner requested the item be returned to the Planning Commission to continue the project as a rezoning with conditions, instead of a standard rezoning.

h) On July 25, 2022, the Planning Commission adopted a resolution to the City Council recommending the APPROVAL for the standard rezoning from R-1-C, One Family Residential Dwelling District to R-3, Multiple Family Dwelling District.

i) On June 29, 2022, notice was given in the Warren Weekly for the July 25, 2022, public hearing before the Planning Commission.

j) On November 25, 2009, the Building Division issued a Demolition Permit No.PD09-090 to demolish the home located at 25480 Schoenherr Road.

k) On November 25, 2009, the Building Division issued a Demolition Permit No.PD09-089 to demolish the home and detached garage located at 25440 Schoenherr Road.

l) On December 9, 1969, The City Council made a formal motion to APPROVE the Schoenherr Road right-of-way vacation of 42.19 ft.; located on the eastside of Schoenherr Road between Industrial Highway and a point 409.63 ft. north abutting lots 53, 54, and 55 of Supervisor's Plat of H. Welton Obenaur's Garden Subdivision No. 1.

NOTE: It was discovered that the easement for utilities associated with the Schoenherr Rd. roadway right-of-way as platted was not vacated. According to language in the City Council resolution stated, "BE IT FURTHER RESOLVED, that the foregoing resolution is subject, however, to any conditions of the Director of Public Service and utility companies as would benefit the entire neighborhood." This statement does not state clearly that the utility easement is vacated in conjunction with the vacation of the right-of-way.

The petitioner's first plan indicated Building "B" encroaching into said easement. However, the revised plan indicates that Building "B" will be set back 42.19 ft. from the Schoenherr Rd. property line, outside of the vacated roadway and easement area.

4. **GENERAL DESCRIPTION OF SURROUNDING PROPERTIES IS AS FOLLOWS**:

a) The properties to the north are zoned "O", R-1-P, and R-1-C. There is a commercial building located at the corner of Schoenherr Rd. and Hovey Ave., undeveloped land, and a single family dwelling.

b) The properties to the east and south across Industrial Hwy. are zoned R-1-C, and contain single family dwellings.

c) The properties to the west across Schoenherr Rd. are zoned C-2, and contain a Meijer grocery store, and retail center (Great Clips, Captain Jays Fish & Chips, and Lefty Cheesesteaks).

5. **THE CONCEPT PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:**

a) Two (2) townhouse style apartment buildings are proposed for the irregularly shaped (triangle) property. The first building (A), will contain 11 units, each measuring approximately 16 ft. x 36 ft. The building would measure (approximately) 177 ft. 3 in. x 36 ft. and contain 6,237 sq. ft. (12,494 gross sq. ft.) The second building (B), containing 9 units each measuring approximately 16 ft. x 36 ft. The building would measure (approximately) 145 ft. 3 in. x 36 ft. and contain 5,231 sq. ft. (10,538 gross sq. ft.)

Building "A" would be constructed on the site with the leading edge setback 22 ft. from the north property line, and approximately 38 ft. from the new east/south property line (Industrial Highway).

Building "B" would be constructed on the site setback 65 ft. from the east/south property line (90 ft. from the new east/south property line that would include 30 ft. of vacated Industrial Highway).

Building "B" would be constructed 42.19 ft. from the west property line (Schoenherr Rd.), placing it outside of the 42.19 ft. of vacated Schoenehrr Rd. and any easements.

Per the density calculation provided in Section 10.03 – Lot Area, the maximum units per the lot size is 21 units. The 20 units proposed meets this requirement.

NOTE 1: The concept plan would include 30 ft. of the west side of the Industrial Hwy. right-of-way. The petitioner has applied to City Council for a right-of-way vacation after this rezoning application.

NOTE 2: This is an irregularly shaped parcel (triangular) containing frontage on Industrial Hwy. and Schoenherr Rd. (minimum front setback 35 ft.) and a side yard (north property line, minimum calculated 21 ft.).

1) The floor plan indicates that both Building "A" and Building "B" will be two (2) bedroom townhomes. They will have the kitchen/eating area, living area, lavatory and closet/storage on the first level. Both will have the bedrooms, laundry, and restrooms and closet space. Each unit will also have a basement of equal size as the primary living space.

2) The elevation plan indicates that the façade for Building "A" and Building "B" will be the same. Brick will be provided on the bottom part of the buildings, nine (9) ft. on front and the rear of corner units, and five (5) ft. on the rest. Doors and windows will be provided on the front and rear elevations. The height of the buildings are indicated as 25 ft. 6-1/2 in. (average roof height) and 29 ft. 8-1/2 in. (ridge line).

   The maximum height for the home in the R-3 district is 35 ft. or two and one-half (2-1/2) stories.

b) Parking spaces for 40 passenger vehicles would be provided on the site, including 2 accessible spaces. The parking area indicates that parking will be provided south and east of the proposed buildings. The minimum requirement for parking spaces on the site is 40.

c) Access would be provided via one (1) modified driveway to Schoenherr Rd. Four (4) driveways to Schoenherr Rd. would be removed. There will be no driveways to Industrial Highway per the offer of conditions.

d) No landscape plan was provided however, the concept plan indicates some landscaping and green infrastructure (swales) improvements.
The plan indicates an eighteen (18) ft. wide berm in the area of the proposed vacated Industrial Highway right-of-way. The plantings shall conform to Sections 2.26 and 10.10

of the Zoning Ordinance, which requires an eight (8) ft. wide greenbelt whenever off-street parking facilities area located adjacent to an existing single or two-family residence or district.

Section 10.14 requires two-tenths (.2) of useable recreation space for each square foot of total dwelling floor area (23,032 total floor area). The plan shall indicate the location on the plan and amount of recreation area on the plan. The Planning staff re-calculated the area to be approx. 4,606.4 sq. ft. The plan indicates 4,609 sq. ft. of recreation area located southeast of proposed Building "A". In addition to this dedicated area there are other passive areas on the property to recreate outdoors, such as in the plaza area proposed in the northwest area of the parking lot in front of the buildings.

NOTE: Provide the usable recreation space calculation on the plan per Section 10.14 of the Zoning Ordinance. The calculation will read as follows:

Total Floor Area 23,032 sq. ft. x .2 = 4,606.4 sq. ft. of required usable recreation space. Usable recreation space provided: 4,609 sq. ft.

e) Sidewalk would be relocated from its present location to the location one (1) ft. off the new thirty (30) ft. wide west right-of-way of Industrial Highway.

NOTE: Indicate the sidewalk that would be relocated from its present location to the location, one (1) ft. off the new thirty (30) ft. wide west right-of-way of Industrial Highway.

f) No trash enclosure location is indicated on the plan. If approved, a trash enclosure and/or trash collection would be part of the site plan approval review.

g) All other improvements on the site would remain as exists.

6. The petitioner should be apprised of the fact that formal site plan approval before the Planning Commission is required prior to obtaining a building permit, should the City Council grant the rezoning request.

RECOMMENDATION

The following recommendation is made to City Council regarding the rezoning with conditions request for the property in question as described above.

1. It is recommended that the rezoning with conditions request from R-1-C, Single Family Dwelling District to R-3, Multiple Family Dwelling District be APPROVED.

   The location is an adequate location for a multiple family housing development. The proposed rezoning with conditions satisfies the following concepts:

   a) Rezoning the property would allow a higher residential density infill development along a major roadway (Schoenherr Road).

   b) Rezoning the property would eliminate the prospect of the property being proposed for a higher use (office/commercial) opposite the existing single family uses.

   c) The use provides additional "missing middle" residential uses as described in the 2021 Warren Master Plan.

      The future land use map in the 2021 Master Plan does however indicate the property be used for traditional residential. It is the Planning Staff's opinion that this property would be better suited for a multiple family infill development due to its location on a major thoroughfare, and the unique shape of the property.

   d) The offer of conditions ensures the development will be townhome style, which aesthetically will look like attached single family dwellings.

   e) A significant berm will be provided along Industrial Highway to shield vehicle headlights from the existing residential dwellings and in turn provide a view of trees and shrubs to the east side of Industrial Highway.

2. Planning Staff reviewed the offer of conditions the petitioner provided at the time of application. The property and development as proposed in the concept plan, would comply and exceed the standards for a greenbelt or buffer as outlined in the Zoning Ordinance. The document will need some revisions, as the number of units was decreased from 21 to 20. All corrections shall be updated prior to forwarding the project to City Council.

3. Fifteen (15) copies of the revised concept plan (ASP) shall be provided indicating the following:

   a) Indicate the sidewalk that would be relocated from its present location to the location, one (1) ft. off the new thirty (30) ft. wide west right-of-way of Industrial Highway.

   b) Change "R-M" zoning to "R-1-C" Zoning proposed to R-3, Multiple Family Zoning.

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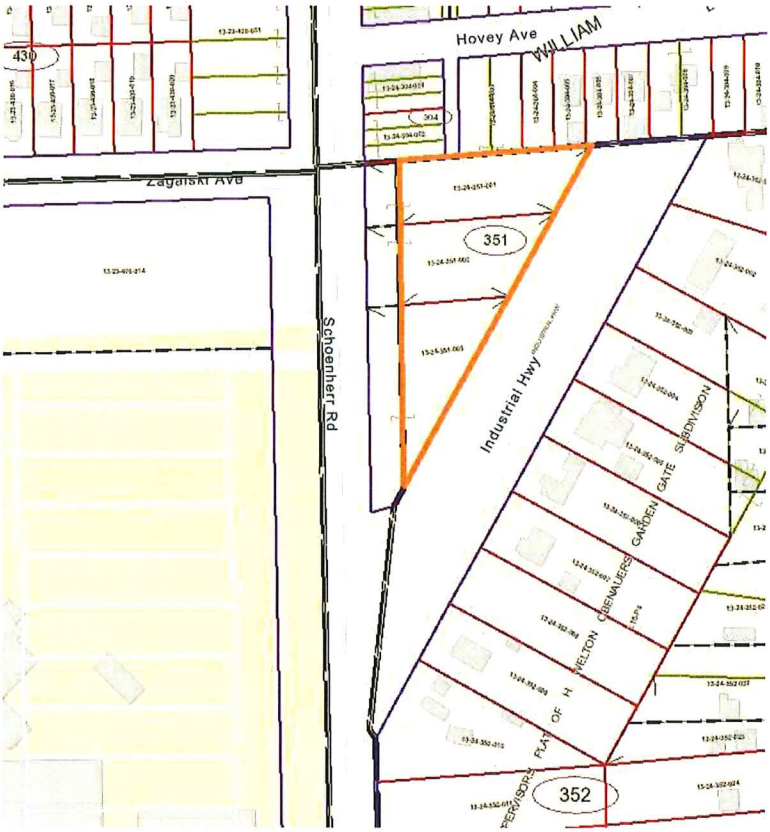
4. The concept plan would include 30 ft. of the Industrial Highway right-of-way. The petitioner has applied to City Council for a vacation of the right-of-way if the rezoning application is approved. The petitioner shall then continue the vacation process, and once completed combine this area with the rest of the parcel.

5. The property to be rezoned is over 1 acre. Upon tentative approval of the conditional rezoning, site plan approval will be required. When the acreage of disturbance is over 1 acre, the project will need to comply with the City's Storm water Ordinance. As part of the site plan application, a storm water narrative shall also be provided that will be reviewed by the Engineering Division.

The petitioner should be apprised of the fact that formal site plan approval before the Planning Commission is required prior to obtaining a building permit, should the City Council grant the rezoning request.

REQUEST FOR REZONING WITH CONDITIONS; located on the east side of Schoenherr Road; approximately 841.58 ft., north of Ten Mile Road; from the present zoning classification R-I-C, One Family Residential District to R-3, Multi-Family Dwelling District; 25440 Schoenherr Road; Section 24; Rafi Ahmad.





N

WARREN
Warren Planning Department
One City Square, Suite 315
Warren, MI 48093
Office: 586-574-4687
CityofWarren.org

5. APPROVAL OF MINUTES NOVEMBER 20TH, 2023:

MOTION:
A motion was made by Commissioner Robinson to approve, supported by Commissioner Tutt. A voice vote was taken and the motion carried unanimously.

Chair Smith – We have two new Ex-Officio's Councilman Henry Newnan and Melody Magee, are you here this evening?

Secretary Mouri – No.

6. PUBLIC HEARING ITEMS:

Members of the audience who wish to address the Planning Commission this evening for a public hearing item may do so by first checking in with the court reporter at the right of the stage and will have three (3) minutes to speak.

REQUEST FOR REZONING WITH CONDITIONS: Located on the east side of Schoenherr Road; approximately 841.58 ft. north of Ten Mile Road; from the present zoning classification R-1-C, One Family Residential District to R-3, Multifamily Dwelling District; 25480, 25468, 25440 Schoenherr Road; Section 24; Rafi Ahmad.
Postponed from November 20th, 2023.

PETITIONERS PORTION:
Mr. Jeffrey Graham – Good evening, I am the Project Architect and I'm representing the gentleman here, Mr. Rafi Ahmad. We are talking about trying to get this property rezoned. It's a triangle shape, it's kind of irregular. We've been working very closely with the Planning Department, and we've changed the layout of the building at least five or six times in order to accommodate the neighbors as well as the city. What we did for the neighbors is we took all the driveways off their street and put them on Schoenherr, we also built a berm for them and then we are going to landscape the berm with pine trees so that it will be an all year round visual screening.

We've changed the design so that the buildings are more townhouse style apartments and working with the Planning Department we've come up with several different changes over the last year and we feel that we are at the point now where we hope that everybody including ourselves will be satisfied with the design.

Secretary Mouri reads the following correspondence:

TAXES: Current.

Mr. Ron Wuerth reads the recommendation of the Staff:

PUBLIC HEARNG:
Ms. Lori Harris – I remember coming to some of the meetings where the residents were here from Industrial Drive, I'm not sure if this has been discussed with the residents. What I recall them talking about was the one building that he was going to put there looked like it was a jail. This is different, this is better, but I'm interested in why they are having the whole inside like the cars and that whole area facing the other resident's berms are not that high.

I also wonder why we're not hearing anything about the tree canopy and are the trees being taken down, remember these are things in the Master Plan. The tree canopy, the amount of cement in an area and the water. So I would love to hear you guys question that when it comes to the Council, but I really hope that they have approached the neighbors. I wonder if the neighbors were even notified about the last two meetings. I'm really surprised that nobody is here since there were quite a few that came out when this initially came up, so maybe that's something you can check on. Thank you.

MOTION:
A motion was made by Secretary Mouri to approve, supported by Vice Chair Boniecki.

COMMISSIONERS PORTION:
Secretary Mouri – I was looking through and one of the items says a recreational area will be provided, what type of recreational area are we talking about?

Mr. Jeffrey Graham – Probably a picnic area with seating. The problem with playscapes is that we've had issues with playscapes that they tend to attract nonresidents and not necessarily to play. So we'll probably keep it fairly green with some walking areas and that sort of thing, low key.

Secretary Mouri – You're say maybe not like a playground?

Mr. Jeffrey Graham – It will be a play area; it's not going to be a $50,000.00 dollar play set. If you look on the map, there's two or

three areas that are fairly large that kids could play on. I did the calculations based upon what was required but if I added all the green space I would far exceed the requirement, but we are not trying to do that. We want to make sure you guys are happy.

Secretary Mouri – There's going to be 21 townhouses that are going up, are you going to have any office location in that place or just homes?

Mr. Jeffrey Graham – No the client's business is close by and that's going to act as the Manager's Office.

Secretary Mouri – How many parking spaces?

Mr. Jeffrey Graham – I believe there's 40, we met the requirements.

Secretary Mouri – So 2 parking spaces per house is that the thinking?

Mr. Jeffrey Graham – Yes.

Secretary Mouri – I also saw that there's only two ADA requirements, I know it meets the requirements.

Mr. Jeffrey Graham – Well first of all they're townhouses so none of them actually meet the ADA requirements, it's not required. We do have one unit that is what we call ADA accessible in the sense that we've lowered it. The other ones all have steps this one is lowered so someone in a wheelchair could enter and access the first floor.

Secretary Mouri – One of the last questions and I'm going to let the other Commissioners ask their questions. I was wondering in the email that you sent on November 14 it says the developer will provide some type of contact information, I guess once all this gets approved, how are you planning on providing that information to the citizens?

Mr. Jeffrey Graham – We actually have been working, in fact several of them came last time and sat with us, we did everything they asked. They asked us to take the driveways off of Industrial and we did that. We stayed away from Schoenherr in order to make it easier for the tenants to pull in, it was asked for us not to do that so we changed it. Then they asked for some kind of a berm to keep the headlights out so we provided a 30 inch berm. They also asked if

Approved

we could keep the visuals down and we did that's why we are going with (inaudible) trees on top of the berm. My guess is the reason why nobody is here is because they've seen the plan several times and they approved it and there's nothing to fight when we've given them everything we wanted.

Mr. Rafi Ahmad – There is nobody here.

Secretary Mouri – Are you going to be having some type of signage that will have some type of contact information?

Mr. Jeffrey Graham – We'd automatically have a project sign just to tell everybody what's going to happen. We have beautiful color renderings, and we'll probably have the rendering and the sign and on that would be the contact information, that's what we traditionally do anyway.

Secretary Mouri – Thank you that's all I have.

Mr. Rafi Ahmad – Thank you very much.

Commissioner Robinson – I'm kind of curious you're going to have a designated proposed plaza area, now would that be that the residents can have grills out there?

Mr. Jeffrey Graham – The area for grilling would be in the picnic area, that area would just be a decorative landscaped area for people to sit enjoy and maybe read book or something. We would have seats around it. It's basically a circle it's the square between the parking spaces no longer can park, so that area is about 25 x 25 foot area you'll have a circle with a walkway with a big tree in the center and then flowers around the trees and there will be benches to sit on.

Commissioner Robinson – But not to grill or anything?

Mr. Jeffrey Graham – No, we didn't want to put the grilling right in front of the units. First of all everybody has a patio in the back. Each unit has it's own patio in the back of the building in which they could place a bbq grill.

Commissioner Robinson – Okay. Do you know approximately what the rental rates would be?

Approved

Mr. Rafi Ahmad – We searched that area maybe $1300.00 or $1400.00 a month.

Ms. Mary Michaels – One point of clarification, in the agreement that you reviewed it does include the requirement that you provide the neighbors with a contact information, so if issues come up you'll be able to address them.

Mr. Jeffrey Graham – We will put that on the project sign. Do you have a list of names and we can send them emails; how do you want to do that.

Ms. Mary Michaels – We can coordinate that with you, but it is in the agreement.

Mr. Jeffrey Graham – Okay, maybe you can define how we can make that contact happen because we'd love to do that, how would we do that?

Ms. Mary Michaels – We can coordinate and give you the list.

Chair Smith – I really like the way you changed up the drawing from the original drawing moving the recreational area and the plaza. With that being said I think you've met the requirements that we are looking for in that area.

Mr. Jeffrey Graham – Thank you.

Mr. Rafi Ahmad – Thank you very much.

ROLL CALL:
The motion carried as follows:

Assistant Secretary Chowdhury..... Yes
Commissioner Robinson..... Yes
Commissioner Tutt..... Yes
Commissioner Ansar..... Yes
Secretary Mouri..... Yes
Vice Chair Boneicki..... Yes
Secretary Smith..... Yes

7. CORRESPONDENCE:
None at this time.

Approved

CITY OF WARREN
Office of the Council Secretary

Item 11b

INTER-OFFICE COMMUNICATION

DATE: September 27, 2022

TO: Ron Wuerth, Planning Director

SUBJECT: PUBLIC HEARING: Request for rezoning; located on the east side of Schoenherr Road; approximately 841.58 ft. north of Ten Mile Road; from the present zoning classification R-1-C, One Family Residential District to R-3, Multi-Family Dwelling District; 25480, 25468, 25440 Schoenherr Road; Section 24; Rafi Ahmed petitioner.

At a regular meeting of the City Council held Tuesday, September 27, 2022, Council held the public hearing but did not take any formal action. Petitioner requested the item be returned to Planning.

Trusting this information to be of value.

Mindy Moore

Mindy Moore
Council Secretary

cc: Attorney
Clerk
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: OCTOBER 25, 2024

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: AWARD TO FURNISH A SERVICE WARRANTY FOR AVIGILON SECURITY SURVEILLANCE SYSTEM, UTILIZING THE RFP-W-9648 AWARD; CITY DOCUMENT TRI-W-1337.

The Purchasing Division concurs with the Information Systems (I.S.) Department and recommends that City Council approve an award to D/A Central, 13155 Cloverdale, Oak Park, MI 48237 for furnishing a one-year service warranty for the City's Avigilon System in the amount of $26,000.00.

The I.S. Department has been utilizing D/A Central for its maintenance services of its Avigilon Security Camera System since D/A Central was awarded the project of installing and maintaining the security cameras located throughout the City in 2016.

The cameras that will be covered under this maintenance agreement are currently placed in City Hall, City Hall Parking Garage, City Square, Sanitation, Busch Library, Miller Library, City Hall Library, Community Center, the Civic Center-South complex, and Owen Jax. There are approximately 220 cameras that are being serviced under this agreement. In addition, there is a server located at the Civic Center-South facility.

On August 23, 2022, your honorable body approved an award to have a cloud-based security access control system installed at the Fire Departments. The resolution also allowed the City to utilize the awarded contractor, D/A Central, for a period of five years, for other additional security access/security surveillance work and/or any repair/replacement of any existing security access/security surveillance equipment, as needed.

This request was made to allow the City to have standardized product throughout the City, and to have the ability to keep one vendor responsible for the maintenance and repairs of the equipment. If approved, the agreement will commence on January 1, 2025.

Funds are available in the following Account dependent upon concurrent budget resolution: 101-1258-80100.

Respectfully Submitted,

SME

Shanah Turner
Assistant Buyer

Read and Concur,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/1/2024
Controller:		11/1/2024
MAYOR:		11/6/2024

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
23452

October 23, 2024

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

WORK LOCATION:
City of Warren
Purchasing Department
One City Square-Suite 425
Warren, MI, 48093-5289
Laura Wilson
(586)574-4615

Service Warranty of D/A Installed Video Systems for 2025

Laura Wilson
City of Warren
1 City Square
Warren, MI 48093

Laura,

Thank you for the opportunity to quote for the D/A installed *Avigilon Video Surveillance System Warranty Renewal,* for the City of Warren, to start January 1, 2025 and run for 1 year; through December 31, 2025.

This proposal covers all D/A installed video equipment including cameras and peripheral devices installed by D/A from 2016 to present. In this agreement D/A will repair or replace covered equipment that no longer functions properly, including equipment and labor. Vandalism, acts of God or misuse of equipment is not covered by this agreement.

This quote total does not include the Warren Police Department, Warren Senior Housing or the 37th District Court equipment, they will be on sperate agreements as required.

Should you have any questions, require any further information, please contact me. I can be reached at (248) 399-0600 x 122 or by e-mail at joe.vanwel@dacentral.com.

Thank you for the privilege of serving.

Sincerely,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 28237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Prime Support Plus Custom-Video System Warranty-NVR/Video Server, Cameras of D/A installed Equipment	1.00	$26,000.00	$26,000.00

TOTAL EQUIPMENT	
TOTAL LABOR	$26,000.00
SUBTOTAL:	$26,000.00
TAX (EXEMPT):	$0.00
TOTAL:	$26,000.00

D/A CENTRAL
intelligent technology solutions

D/A Central, Inc.
Service Warranty of D/A Installed Video Systems for 2025

Proposal # 23452
Date: 10/23/2024

Summary of Costs

TOTAL EQUIPMENT	
TOTAL LABOR	$26,000.00
SUBTOTAL:	$26,000.00
TAX (EXEMPT):	$0.00
TOTAL:	$26,000.00

Acceptance

The following signatures reflect acceptance and authorization of this Proposal - Statement of Work and are bound by the Terms & Conditions included in this agreement or otherwise negotiated through a Master Service Agreement executed by both Parties.

Upon contract award, 30% of total contract price for engineering and mobilization will be billed unless otherwise stated. Projects exceeding one calendar month will be billed for work completed during each month (progressive billing). Progressive billing will include invoicing for engineering, programming prior to on-site installation as well as for materials stored at D/A Central Inc. offices and/or delivered to site. Progressive billing for Project Management will also be done based on a monthly percentage of the proposed total upon commencement of installation.

This quote is valid for 30 days

Supply chain disruptions, equipment delays and pricing fluctuations that are beyond our control may occur causing project delays. In the event of such disruptions, D/A will re-quote or provide potential alternatives to the proposal for your review and approval.

In addition, some manufacturers are adding temporary surcharges to specific products to maintain supply availability. D/A may be required to add those surcharges to projects under agreement.

CLIENT **City of Warren**
DATE: _____
SIGNATURE: _____
PRINT: _____
PO: _____
_____

COMPANY: **D/A Central, Inc.**
TITLE: Service Warranty of D/A Installed Video Systems for 2025
PROPOSAL #: 23452
SALES REP: Joe Vanwelsenaers
PHONE: (248)399-0600 EXT 122
EMAIL: joe.vanwel@dacentral.com

WARREN
LORI STONE - MAYOR

INFORMATION SYSTEMS
ONE CITY SQUARE, SUITE 420
WARREN, MI 48093-6726
(586) 574-4612
www.cityofwarren.org

To: Craig Treppa

From: Shumon Hakim

Date: October 24, 2024

Re: Letter for Security Camera Service Agreement with DA Central
Utilizing the award from RFP-W-0648

I am requesting the purchase of a 1-year service agreement with Vendor DA Central. They have been servicing our cameras and other related equipment for many years. Currently they have contracts with our Fire Department and Police. They are very knowledgeable of our system and more than capable of meeting our requirements. I am proposing we award them the contract for a one-year period (1/1/2025 – 12/31/2025).

Cost of renewal: $26,000
Account number: 101-1258-80100

Thank you for your assistance in the matter.

Shumon Hakim
Information Systems Manager

RESOLUTION

Document No: TRI-W-1337
Product or Service: Maintenance – Security Surveillance System
Requesting Department: Information Systems (I.S.) Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 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 I.S. Department Manager has determined that it is necessary in the interests of the I.S. Department and the City, to acquire maintenance services for its security surveillance system from D/A Central, 13155 Cloverdale, Oak Park, MI 48237, utilizing the extendable City of Warren contract RFP-W-9648 in the amount of $26,000.00.

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

Funds are available in the following Account dependent upon concurrent budget amendment resolution: 101-1258-80100.

IT IS RESOLVED, that D/A Central is hereby accepted by City Council to furnish service warranty and maintenance services for the City's Avigilon Security Surveillance system for the period January 1, 2025 through December , 2025 in an amount of $26,000.00.

IT IS FURTHER RESOLVED, that D/A Central shall provide warranty and maintenance services for the following locations; City Hall, City Hall Parking Garage, City Square, Sanitation, Busch Library, Miller Library, City Hall Library, Community Center, the Civic Center-South complex, and Owen Jax. This agreement does not cover the Police or 37th District Court Buildings.

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

X Cooperative Bid Document

☐ Contract

X Resolution

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

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this_____day of_____, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

DATE: OCTOBER 22, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: SOL-W-1335; RECOMMENDATION TO RENEW THE ANNUAL ACLARA MAINTENANCE AGREEMENT

The Purchasing Division concurs with the Water Division and recommends that City Council approve an award for a two (2) year renewal of an Annual Maintenance Agreement to the sole source vendor, Aclara Technologies, LLC., c/o Hubble Incorporated, P.O. Box 7411035, Chicago, IL 60674, in an amount not to exceed $283,701.00.

Aclara is the sole source provider for furnishing maintenance and support services for the City's automatic meter reading system.

This maintenance agreement will cover the following for the period of January 1, 2025 through December 31, 2025:

• AclaraOne Maintenance	$ 106,321.00
• System Monitoring	$ 8,501.00
• DCU Maintenance	$ 11,948.00
• Aclara Wireless Network	$ 7,648.00
• Mobile Programmer	$ 5,336.00
Total:	$ 139,754.00

In addition to this maintenance request of $139,754.00, the Water Division is seeking approval for a second year (January 1, 2026 through December 31, 2026) in an amount not to exceed $143,947.00. This is an estimated figure based on anticipated price increased for 2026.

Funds for this purchase are available in the following Account: 592-1540-80100.

Respectfully Submitted,

SME

Shanah Turner
Assistant Buyer

Read and Concur,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/1/2024
Controller:		11/1/2024
MAYOR:		11/4/2024

77 Westport Plaza
Suite 500
St. Louis, MO 63146
www.Aclara.com

October 9, 2024

Attn: Thomas Pawelkowski
tpawelkowski@cityofwarren.org

City of Warren
One City Square, Suite 420
Warren, MI 48093

Subject: Warren. MI January 2025 Renewal of Aclara Premier Maintenance Agreement

Your Aclara Agreement for ongoing services will renew on January **1, 2025** for an additional twelve months through **December 31, 2025** ("Renewal Period"). Per the agreement, the adjusted Annual Fee is as follows:

	Endpoints	Annual 3% included
AclaraOne Maintenance	50320	$106,321
System Monitoring		$8,501
DCU Maintenance		$11,948
Aclara Wireless Network		$7,648
Mobile Programmer		$5,336
Total Due		**$139,754**

This is not an invoice!

If a PO# is required for you invoice please send it to AclaraOrdersContracts@hubbell.com by your renewal date. All PO's must be addressed to: Aclara Technologies LLC c/o Hubbell Incorporated, 40 Waterview Drive, Shelton, CT 06484.

Except as noted above, the Aclara Maintenance Agreement and all of the terms, conditions and provisions thereof shall remain in full force and effect.

If you have any questions, please contact Carmen Tolbert ctolbert@hubbell.com or 440-528-7165.

Best Regards,

Terry Baker
Sales Operations Specialist
office (314) 895.7239

WARREN

LORI M. STONE, MAYOR

Water Division
12821 Stephens Road
Warren, MI 48089
(586) 759-9200

David Koss
Superintendent

October 21, 2024

Craig Treppa, Purchasing Agent
Purchasing Division of the City of Warren

RE: Renewal of Aclara Annual Maintenance Agreement for 2025

Dear Mr. Treppa

Attached is Aclara's notice of our 2025 Annual Maintenance Agreement, which totals $139,754.00. This request covers AclaraOne Maintenance ($106,321), System Monitoring ($8,501), DCU Maintenance ($11,948), Aclara Wireless Network ($7,648) and Mobile Programmer ($5,336) for a total of $139,754.00. This agreement covers from January 1, 2025 through December 31, 2025, as part of this request the Water Division is seeking council's approval to fund two (2) years for a grand total of and not to exceed $283,701.00.

Aclara has no known source for outsourcing this maintenance support for the City's automatic meter reading network. Therefore, we are recommending approval of the 2025 Aclara Annual Maintenance Agreement. 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.

If you concur with my recommendations, please forward to the Mayor and City Council for approval.

Sincerely,

Derek Richter

Derek Richter, Deputy Superintendent
City of Warren Water Division

Attached: Aclara 2025 Base Maintenance Agreement Dated October 9, 2024

RESOLUTION

Document No: SOL-W-1335
Product or Service: Annual Aclara Maintenance Fee
Requesting Department: Water Division

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

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

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

Upon performing a diligent inquiry, the Deputy Superintendent of Water Division has determined that it is necessary in the interests of the Water Division and the City, to acquire supplies, materials, equipment and/or goods from a sole source.

Aclara Technologies, LLC., c/o Hubble Incorporated, P.O. Box 7411035, Chicago, IL 60674, has been determined to be the sole source vendor for furnishing annual maintenance for its AclaraOne Maintenance, System Monitoring, DCU Maintenance, Aclara Wireless Network, and Mobile Programmer.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in account number: 592-1540-80100.

IT IS RESOLVED, that the sole source purchase though Aclara Technologies, LLC., c/o Hubble Incorporated is hereby accepted by City Council for annual maintenance and support services that shall commence on January 1, 2025, or upon City Council approval, whichever occurs later, for a two (2) year period, in a total amount of $283,701.00.

IT IS FURTHER RESOLVED, that the awarded amount for January 1, 2025 through December 31, 2025 is $139,754.00 and that the second year, January 1, 2026 through December 31, 2026, is not to exceed $143,947.00.

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:

☐ Contract
X Resolution

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

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this_____day of_____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

DATE: OCTOBER 23, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: AWARD RECOMMENDATION TO FURNISH EMOTIONAL INTELLIGENCE TRAINING; SOL-W-1361

The Purchasing Division concurs with the Police Department and recommends that City Council award the purchase of Emotional Intelligence Training from the sole source provider, TalentSmart, Inc., 11526 Sorrento Valley Road, Suite A2, San Diego, CA 92121 in the amount of $38,623.38.

The Police Department is requesting to utilize funds that have been appropriated in the Michigan Commission on Law Enforcement Standards (MCOLES) Continuing Professional Education (CPE) Grant for the purchase of Emotional Intelligence Training, Certification, and Materials for its' officers.

The Police Department will send five representatives from the department for on-site training. The individuals will then train personnel within the department.

Funds are available in the following Account 101-1301-82405 and will be reimbursed using MCOLES CPE Grand Funds.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/1/2024
Controller:		11/1/2024
MAYOR:	Lori M. Stone	11/4/2024

TalentSmart EQ

PROGRAM FACT SHEET

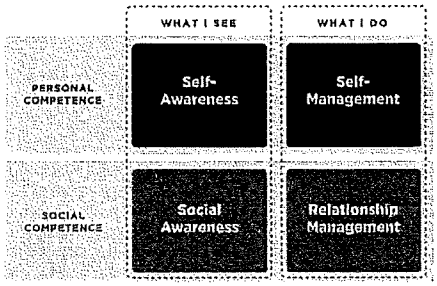
MASTERING EQ LEVEL 1

"The daily challenge of dealing effectively with our emotions is critical because our brains are hard-wired to give emotions the upper hand."

Drs. Travis Bradberry and Jean Greaves
Emotional Intelligence 2.0

Emotional Intelligence *Matters.*

Whether you are aware of them or not, emotions are intertwined in everything you think, do, and say each day on the job, in your career and throughout your life. Emotional intelligence (EQ) is how you handle yourself and others on the job. Your EQ consists of four core skills:



SELF-AWARENESS	Awareness of your own emotions and tendencies and understanding your strengths and personal style opens doors for you to...
SELF-MANAGEMENT	Manage your reactions effectively by making better decisions and responding to challenges and opportunities productively.
SOCIAL AWARENESS	Awareness of the emotions of other people including unspoken cues and the mood in the room gives you the information you need to...
RELATIONSHIP MANAGEMENT	Manage relationships by building, strengthening and deepening your connections with the people in your social network.

Organizations that embrace EQ development within their workforce experience:

- Better team collaboration and improved productivity
- Keen resilience and effective leadership
- More engagement and increased work satiasfaction
- Improved organizational culture

This program has one purpose... to elevate your learner's EQ...

TalentSmart's *Mastering EQ*® Level 1 will take participants far beyond knowing what EQ is and how they score on their first EQ assessment. In this in-person or virtual session, you'll discover the 66 strategies they can use right away to take their EQ to new heights.

Participant Learning Objectives

1. Discover what EQ is, why it matters in all aspects of life, and how to develop it to be more effective.
2. Increase awareness of emotions and the fundamental role they play at work and in life.
3. Explore the four EQ skills in action: Self-Awareness, Self-Management, Social Awareness, and Relationship Management.
4. Discuss real world examples and experience, what works and what doesn't work, and what to do moving forward.
5. Understand their current level of EQ (strengths and weaknessess) and where to focus their development.
6. Complete an EQ Development Plan to include one EQ goal and specific EQ practice strategies that will help achieve that.

Learning Features Included in the Emotional Intelligence Appraisal®

1. Comprehensive EQ scores, analysis, and recommended strategies based on the participants' unique score profiles, and goal-setting functionality.
2. EQ Application & Reflection to maximize the transfer of new insights.
3. 16 EQ lessons that include movies and TV clips with analysis—bringing EQ to life.
4. A scheduled re-test comes with a full change score report and recommended strategies based on new results.

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PLAN YOUR TRIP

TalentSmartEQ

Washington D.C.

TRAVEL INFORMATION FOR EQ TRAIN-THE-TRAINER CERTIFICATION

WHAT TO EXPECT

Date & Time:

October 8-9, 2024 (Level 1)
October 10-11, 2024 (Level 2)

Each day, we will begin at 8:30 a.m. and end no later than 5 p.m., except for Friday when we will end by 2 p.m.

Breakfast and lunch will be provided. Breakfast will come in at 8 a.m., in case you would like to get an early start.

Dress: Business casual

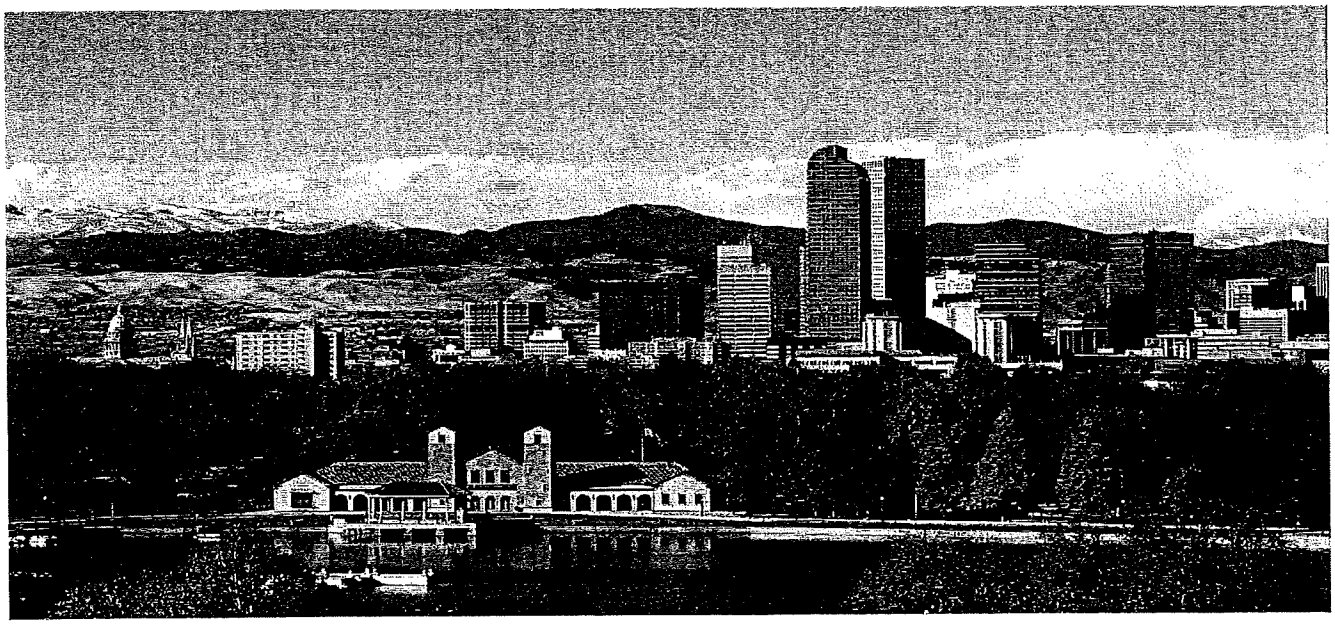
TRANSPORTATION

The hotel is 5 miles from the Ronald Reagan Washington National Airport (DCA) and 28 miles from the Washington Dulles International Airport (IAD). Uber, Lyft and Taxi service are available at both airports.

PROGRAM LOCATION

The Mayflower Hotel
1127 Connecticut Ave NW
Washington, DC 20036
Reservations:(202)347-3000
TheMayflowerHotel.com

Rooms at The Mayflower Hotel are available on a first-come, first-served basis. There is no block of rooms reserved.



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WHITE PAPER

TalentSmartEQ® WORLD'S #1 PROVIDER OF EMOTIONAL INTELLIGENCE

Emotional Intelligence in Law Enforcement

A career in law enforcement today is more complex than ever before. The current law enforcement climate can best be described as dangerous and tense, with brutality cases playing out in the media and plaguing police departments nationwide. Not only that, but the stress of a career in law enforcement comes at an extraordinary price.

A CLOSER LOOK...

Findings from a University at Buffalo study show that law enforcement officers are at a higher risk of a coronary event compared to average national standards; 72% of female officers and 43% of male officers have high cholesterol levels; and police officers as a group have higher-than-average pulse rates and diastolic blood pressure. The same study found that suicide rates were three times higher in police than in other municipal workers[1].

The TalentSmartEQ® Mastering EQ® training program has proven to yield significant improvements in behaviors that are critical to law enforcement organizations. Participants in the TalentSmartEQ Mastering EQ training program experienced a 93% improvement in their ability to handle conflict effectively, a 54% improvement in their ability to communicate clearly and effectively, and a 35% improvement in their ability to keep emotional outbursts from hindering their performance.

THE CASE FOR EQ IN LAW ENFORCEMENT

Law enforcement officers are thrown into dangerous, often traumatic, situations and must be equipped with more than just firearms. They need advanced emotional intelligence (EQ) strategies to help them problem solve in high-stress situations in the field and deal with the



difficult emotions that may come thereafter. Additionally, as representatives of the law, they are expected to serve as ethical citizens for members of the community to emulate.

According to a study of 137 leaders who took TalentSmartEQ's Emotional Intelligence Appraisal®-Me Edition (EIA-Me), researchers found a significant positive correlation between the overall EQ score and overall ethics as measured by a perception of ethical behavior[2].

Emotional intelligence is your ability to recognize and understand emotions in yourself and others, and to use this awareness to manage your behavior and relationships. EQ is made up of four core skills that pair up under two primary competencies: personal competence and social competence.

Personal Competence

Personal competence is made up of your self-awareness and self-management skills, which focus more on you individually than on your interactions with other people.

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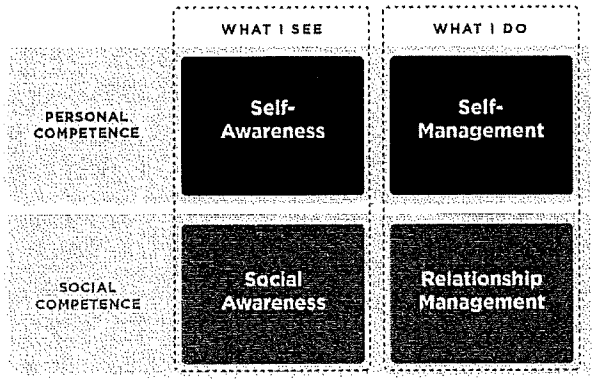
Personal competence is your ability to stay aware of your emotions and manage your behavior and tendencies.

- Self-Awareness is your ability to accurately perceive your emotions and stay aware of them as they happen.
- Self-Management is your ability to use awareness of your emotions to stay flexible and positively direct your behavior.

Social Competence

Social competence is made up of your social awareness and relationship management skills; social competence is your ability to understand other people's moods, behavior, and motives in order to improve the quality of your relationships.

- Social Awareness is your ability to accurately pick up on emotions in other people and understand what is really going on.
- Relationship Management is your ability to use awareness of your emotions and others' emotions to manage interactions successfully.



BRINGING IT ALL TOGETHER...

EQ training for law enforcement officers is not just recommended, it is crucial to the individual and the industry as a whole. The ability to remain calm under extreme stress—and the ability to then process that stress—should be a major talking point during an officer's days at the academy, and at continuing education courses throughout their career.

Helping your law enforcement professionals increase their EQ skills will make them more successful in handling conflict better, staying calm under high-pressure circumstances, maintaining a more efficiently run municipality, and ultimately creating a more peaceful community.

1. University at Buffalo. "Impact of Stress on Police Officers' Physical and Mental Health." ScienceDaily. (September 29, 2008). www.sciencedaily.com/releases/2008/09/080926105029.htm.

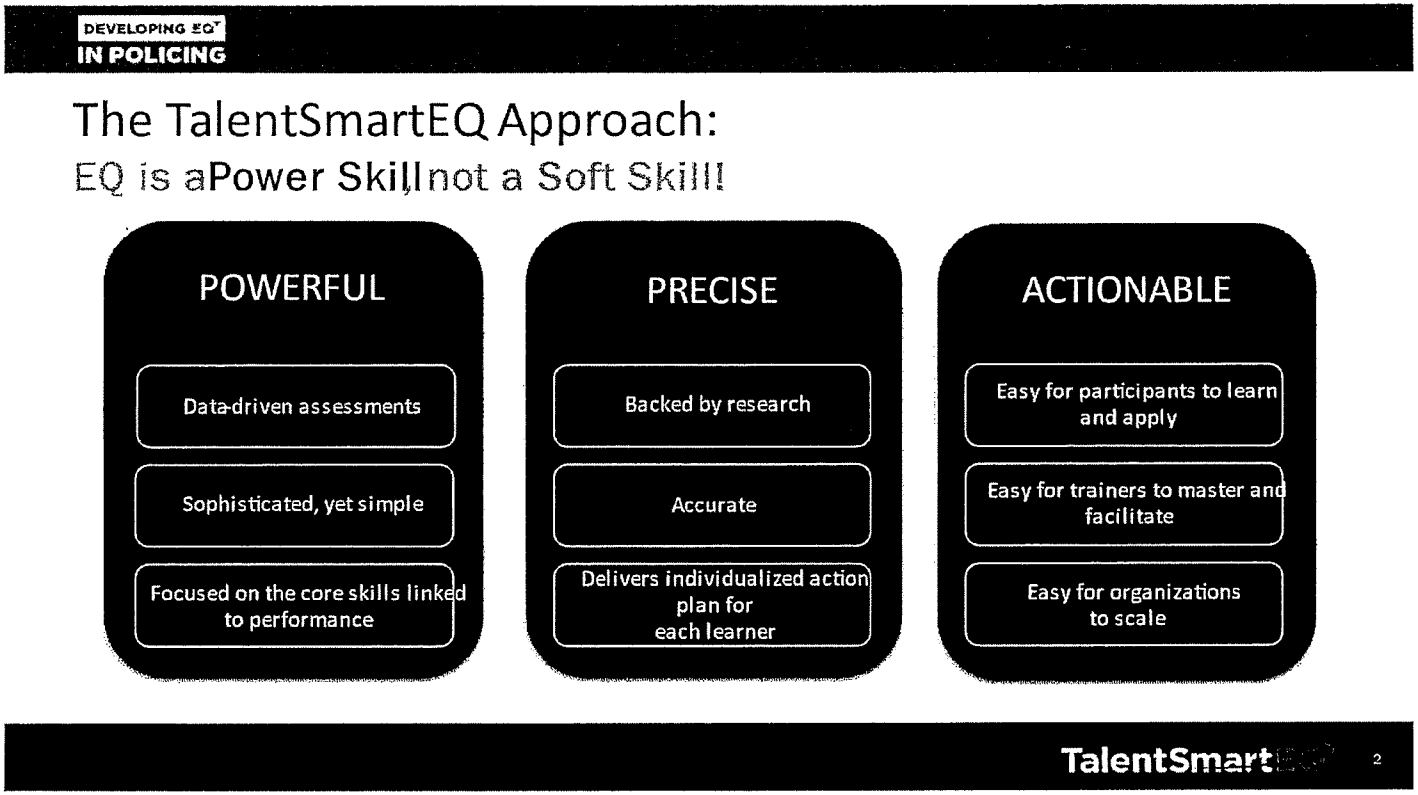
2. Ureta, Angie, Smothers, Gaye, & Hanson, Christopher. (2005). "Emotional Intelligence and Perception of Ethical Behavior." University of San Francisco.

For more information about the TalentSmartEQ® Mastering EQ® program, call 1-888-818-SMART, or visit us at www.TalentSmartEQ.com

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TalentSmartEQ

- TalentSmart's EQ program increases awareness and behavioral change by incorporating action plan using 66 EQ strategies and post course online video lessons.
- TalentSmart's EQ assessment is quick and simple – testing four EQ skills with 28 questions, whereas Blue EQ's assessment is very complex – testing 25 different dimensions...it's not digestible or even retainable for the average person.
- TalentSmart's EQ program creates a common EQ language across the entire organization that can be customized for specific employee groups, functions, or roles.



TalentSmartEQ

Why TalentSmart? Trusted Expertise.



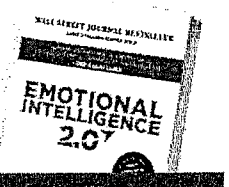
- Founded in 1996 by Dr. Jean Greaves and Dr. Travis Bradberry
- Everything we do is Emotional Intelligence (EQ)
- With 18 years of expertise, we are the proven experts in EQ
- Our solutions are:
  - ✓ Powerful & Precise
  - ✓ Practical in Application
  - ✓ Actionable



2 million+ assessments

FORTUNE 500

75% Fortune 500 served



3 million+ books sold



35+ countries 25+ languages

For additional information about emotional intelligence, please contact www.TalentSmartEQ.com

TalentSmartEQ™

Sole Source Statement

TalentSmart, Inc. (TalentSmartEQ) is in the business of providing emotional intelligence assessments, training and coaching. **Developing EQ™ in Policing** is available only through TalentSmartEQ. Trainer certification and all trainer and participant materials are not offered through distribution or any other organization.

The intellectual property in the **Developing EQ™ in Policing** training program is covered by all common law, statutory and regulatory rights including but not limited to the content, words, printed materials, technology, methods, websites, assessments, databases, design and images contained therein. All of the TalentSmartEQ proprietary property and all intellectual property of any kind associated therewith, arising therefrom and relating thereto, are the sole property of TalentSmartEQ.

Any use of the TalentSmartEQ training programs(s) and assessments, or any related materials, or TalentSmartEQ Proprietary Property, outside the parameters set forth in TalentSmartEQ's Trainer Agreements is strictly prohibited and will be deemed a material breach and will be a violation of state, federal and common law copyright and/or trademark laws.

TalentSmartEQ's program has four core EQ skills (self-awareness, self-management, social awareness, and relationship management) that contains best practices of adult learning design, such as individual reflection, dyadic and group discussion, video learning, large group plenary, and experiential learning, including the following program features:

1. Hollywood blockbusters to show examples of best and worst EQ moments
2. Group activities and table discussions that encourage team building and sharing of ideas in a safe learning environment
3. A debrief of the Emotional Intelligence Appraisal® gives participants a baseline for their EQ skills
4. 66 strategies from Emotional Intelligence 2.0, to develop EQ, so that actionable and practical development plans can be created

- TalentSmartEQ's content can be customized, tailored, and delivered on multiple topics, such as de-escalation, training (firearms, defensive tactics, duty-to-intervene, defensive driving), leadership, mentoring/officer well-being, and community policing.
- TalentSmart's TTT certification course can be customized for law enforcement to covers multiple topics, such as de-escalation, training (firearms, defensive tactics, duty-to-intervene, defensive driving), leadership, mentoring/officer well-being, and community policing.

TalentSmartEQ

TalentSmart, Inc.
11526 Sorrento Valley Rd Ste A2
San Diego, CA 92121
+1 8582486687
accounting@talentsmart.com
www.talentsmarteq.com

INVOICE

BILL TO
Brent Chisolm
City of Warren Police Department
City of Warren
1 City Square
Warren, MI 48093
United States
734-891-0850
bchisolm@warrenpd.org

SHIP TO
TalentSmart David Brzozowski
The Mayflower
1127 Connecticut Ave NW
Washington, DC 20036
United States
858-509-0582
client@talentsmart.com

INVOICE	18214
DATE	09/09/2024
TERMS	Net 30
DUE DATE	10/09/2024

SALES REP
Lori Johnston, lorij@talentsmart.com.

	QTY	RATE	AMOUNT
Train-the-Trainer - Level 1 (Onsite)	5	3,956.00	19,780.00
Shipping & Handling Fee	1	23.20	23.20

Please use the payment link attached to this email.
Government Discount Applied, CAGE #: 5BY18 | DUNS#: 084959480 | UEI# ZBQGR8MNBCV9 | Attendance is contingent on Trainer Agreements being signed by all participants.

Ship via UPS Ground. For product questions or to place a new order please contact your sales rep.

Please be advised that assessments are non-refundable and cannot be exchanged. Physical products may be considered for refund within 48 hours of purchase if they are unopened and in resale condition. A restocking fee of 10% will apply and shipping fees are not refundable.

SUBTOTAL	19,803.20
TAX (8.75%)	0.00
TOTAL	19,803.20
BALANCE DUE	**$19,803.20**

According to the signed Trainer Agreement, you may reschedule one time for a future session at no additional charge. The future session needs to be rescheduled within 60 days from the date of the original event. Any additional changes or a cancellation will incur a 10% non-refundable fee.

TalentSmartEQ

TalentSmart, Inc.
11526 Sorrento Valley Rd Ste A2
San Diego, CA 92121
+18582486687
accounting@talentsmart.com
www.talentsmarteq.com

INVOICE

BILL TO
City of Warren Police Department
1 City Square
Warren, MI 48093
United States

SHIP TO
Brent Chisolm
City of Warren Police Department
29900 Civic Center Drive
Warren, MI 48093
United States
7348910850
bchisolm@warrenpd.org

INVOICE	18337
DATE	10/14/2024
TERMS	Net 30
DUE DATE	11/13/2024

SALES REP
Lori Johnston, lorij@talentsmart.com.

	QTY	RATE	AMOUNT
Emotional Intelligence 2.0 - Hardcover Emotional Intelligence 2.0	50	15.75	787.50
Virtual Participant License with EIA-Me Edition Online in Policing "Law Pack" - Virtual Participant License with EIA-Self Edition Online in Policing - Emotional Intelligence Appraisal - Me Edition Online for Policing - Mastering EQ Insight and Action Guide for Policing - 66 Strategies to Train My EQ Brain Job Aid - Emotional Intelligence 2.0 eBook	240	75.00	18,000.00
Shipping & Handling Fee	1	32.68	32.68

Please use the payment link attached to this email.
Ship via UPS Ground. For product questions or to place a new order please contact your sales rep.

Please be advised that assessments are non-refundable and cannot be exchanged. Physical products may be considered for refund within 48 hours of purchase if they are unopened and in resale condition. A restocking fee of 10% will apply and shipping fees are not refundable.

SUBTOTAL	18,820.18
TAX (8.75%)	0.00
TOTAL	18,820.18
BALANCE DUE	**$18,820.18**

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

October 22, 2024

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

RE: Purchase request for Emotional Intelligence Training, Certification and Materials Utilizing MCOLES CPE Grant Funds (Warren GL Account #101-1301-82405)

Dear Mr. Treppa,

The Warren Police Department is requesting to utilize **$38,623.38** in appropriated MCOLES Continuing Professional Education (CPE) grant funds, which support the implementation of required annual in-service training standards for all licensed law enforcement officers in the State of Michigan.

The above listed price is the sum of two verified quotes from TalentSmartEQ listing the total costs for training, licensing and materials. Please see the attached sole source certification letter for additional information regarding TalentSmartEQ's proprietary and intellectual property.

We are requesting to purchase the TalentSmartEQ Emotional Intelligence training, certification and materials with funds from the MCOLES CPE account (**#101-1301-82405**). As you know, this account currently has $112,500 budgeted for these items.

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

Zachery Lemond, Staff Sergeant
Administrative Services Bureau

RESOLUTION

Document No: SOL-W-1361
Product or Service: Emotional Intelligence Training
Requesting Department: Police

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

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____and supported by Councilmember_____.

Upon performing a diligent inquiry, the Acting Police Commissioner has determined that it is necessary in the interests of the Police Department, and the City, to acquire Emotional Intelligence Training. Justification for a sole source provider include that the training agency, TalentSmart, Inc., is the sole proprietor of this training program and materials.

IT IS RESOLVED, that the sole source purchase though TalentSmart, Inc., 11526 Sorrento Valley Road, Suite A2, San Diego, CA 92121 is hereby accepted by City Council for the purchase of training, certification and materials in an amount of $38,623.38.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in the following Account 101-1301-82405 and will be reimbursed using MCOLES CPE Grand Funds.

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

☐ Contract
X Resolution

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

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this_____day of_____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

DATE: OCTOBER 17, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: RECOMMENDATION TO INCREASE AND EXTEND AWARD FOR DRUG COURT RESIDENTIAL SUBSTANCE ABUSE TREATMENT FACILITY; SOL-W-1369

The Purchasing Division concurs with the Warren Drug Court and recommends that City Council waive the bidding procedure, and authorize an increase of award from $18,000.00 to $75,140.00 to Completion House, Inc., 54 Seneca, Pontiac, MI 48342, retro-actively for the period of October 1, 2023 through September 30, 2024 and to also approve an award of $75,140.00 annually for three (3) additional one (1) year periods, commencing on October 1, 2024.

Completion House, Inc. provides a Residential Substance Abuse Treatment Facility for individuals, who are involved in the legal system and have a substance use disorder, with the opportunity to receive both males and females, with short and long term treatment and intensive supervision, in lieu of incarceration. Completion House, Inc. has worked with the City for nearly twenty-five (25) years and has provided excellent services.

The Drug Court's current Federal Grant through the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) requires that the City has a Residential Substance Abuse Treatment facility for participants.

If approved by your honorable body, the Drug Court will be able to continue to provide these much needed services to those in need.

Funds are available in the following Account: 101-1136-82248.

Respectfully Submitted,

SNEL

Shanah Turner
Assistant Buyer

Read and Concur,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/1/2024
Controller:		11/1/2024
MAYOR:		

MEMORANDUN OF UNDERSTANDING/SUBCONTRACT BY AND BETWEEN THE 37TH DISTRICT COURT/ DRUG COURT PROGRAM AND TURNING POINT RECOVERY CENTERS ("TPRC")

This is a Memorandum of Understanding/Subcontract between the 37th District Court/Drug Court Program, hereafter referred to as "Drug Court" and Turning Point Recovery Centers, hereafter referred to as "TPRC", for the purpose of working together to serve populations/participants who are in need of residential substance abuse treatment.

For the fiscal year beginning October 1, 2023 and ending September 30, 2024, funds have been made available for short-term and long term residential treatment through the SAMHSA and MDCGP grant awards.

TPRC will provide short-term and long term residential treatment at its Pontiac facility, which consists of a 21 day stay (short-term) or a 90 day stay (long-term), to participants referred by the Warren Drug Court who meet admissions criteria for substance dependence. They must be medically stable (including pregnant women up to the end of the 2nd trimester) and have no active suicidal or homicidal ideations.

The Warren Drug Court will pay to TPRC $75 per day for treatment provided, or $1,995 in total fees, per participant, for the 21 day short-term residential treatment, and $65.00 per day for long term residential treatment. This will include transportation to treatment, gender-specific housing, group therapy, didactic lecture, on-site AA/NA meetings, as well as exercise groups and activities. Individual sessions will be provided on a formal basis at least once per week. If for any reason, the client terminates treatment prior to the established discharge date, the Drug Court will not be responsible for payment of the full 21 day/90 day treatment regimen. Prior to discharge, an aftercare plan will be developed and referrals to Macomb County resources for continued treatment will be arranged with approval from the Drug Court staff.

REFERRAL FOR RESIDENTIAL TREATMENT

The Drug Court Staff will, upon completion of an assessment, directly refer appropriate participants to TPRC for residential treatment. Assessments will be completed by qualified members of the Drug Court Staff. The length of stay (up to 90 days) shall be determined collaboratively between qualified members of the Drug Court Staff and qualified members of TPRC, based on accepted length of stay criteria.

PROTECTION OF CONFIDENTIAL INFORMATION

All entities collaborating in this effort agree to follow all laws, rules, and regulations surrounding the confidential information of all participants.

All entities are responsible for safeguarding information in accordance with all laws and regulations including Title 42 of the Code of Federal Regulations regarding the confidentiality of substance abuse records, Michigan Mental Health Code and any other State and Federal regulations protecting the confidential information of participants.

In addition, all entities collaborating in this effort agree to the confidentiality regulations as set forth by HIPAA.

- Information that may be faxed to either entity will be done in accordance with all laws to include HIPAA and contain a confidential cover sheet.

- Confidential information will not be shared by e-mail, as this is not a secure transmission. All confidential information will be securely stored in locked rooms or locked file cabinets (or both) and not easily accessible to those not authorized to review the information.

For the fiscal year beginning on October 1, 2023 and ending on September 30, 2024, funds have been made available for residential treatment for Warren Drug Court participants through SAMHSA grant funding and the MDCGP award.

TPRC will directly bill the Drug Court monthly for services provided, less any third party reimbursement (insurance, self-pay, etc.) that the participant may be eligible to receive. Billing must include date and type of service, participant name or identifier, and the amount of charge.

Billing invoices must be forwarded by TPRC to the to the Warren Treatment Court no later than the 10th of every month, for all participants who were treated in the previous month and by the 5th of each month at the end of each quarter (e.g. Jan. 5th, April 5th, July 5th and Oct. 5th). Invoices must be mailed to: Warren Treatment Court, 37th District Court, 8300 Common Rd., Warren, Michigan 48093. The Warren Treatment Court will obtain a blanket purchase order from the City of Warren Purchasing Department.

Both entities of this memorandum shall maintain books, records, computer records, documents and other evidence relating to the performance of the work under this memorandum in accordance with generally accepted accounting principles and practices.

Both entities of this memorandum shall, at all times, observe and comply with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the types of services offered in accordance with this memorandum.

This memorandum embodies the entire understanding of the parties and all terms and conditions with respect to payment/eligibility for funding. The memorandum supersedes and annuls any and all other or former agreements, contracts, promises, or

representations, whether written or oral, express or implied, and it may not be amended or modified unless pursuant to a written agreement signed by all parties. The signatories to this memorandum affirm that they have the authority to enter into this memorandum of understanding on behalf of their respective entities.

Signed for: Warren Drug Court and Turning Point Recovery Centers

Michael Chupa
37th District Court Judge

11.8-23
Date

Paul Ferrell
President & CEO

10-18-23
Date

10/2/2024

Craig Treppa
Purchasing Agent
City of Warren

RE: Letter of Justification for Utilizing Completion House/Turning Point Recovery Center.

Dear Mr. Treppa,

I am writing in response to your request of a letter of justification needed in regards of utilizing Completion House/Turning Point Recovery Center for the Drug Court Program.

Our current Federal Grant through the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) requires that we have a residential substance abuse treatment facility for participants, and monies have been budgeted to meet this requirement. With that being said, we feel that utilizing Completion House/Turning Point Recovery Center as the Residential Substance Abuse Treatment facility for the program is justified for the following reasons.

The 37th District Treatment Court has worked with Turning Point Recovery Center for nearly twenty-five years. The Treatment Court provides individuals who are involved in the legal system and have a substance use disorder with the opportunity to receive treatment and intensive supervision in lieu of incarceration.

This is where Turning Point Recover Center comes in. They provide our participants, both males and females, with short and long term residential treatment services.

Over the years they have provided excellent services to our participants. They arrange transportation from the Macomb County Jail to their treatment facility in a timely fashion. Their treatment program substantially assists the participants with their issues and prepares them for their next step in recovery.

We currently utilize the services of Turning Point Recovery Center and look forward to continuing this relationship in the future. The term is from October 1st until September 30th We requested $75,140.00 for the next fiscal year. Our current account number to finish out this fiscal year is #82248.

We are requesting an increase of award in annual amount of $75,140.00 retro-actively, for the paid period of 10/1/23 through 9/30/24, and for three (3) additional one (1) year periods, through 9/30/27.

Sincerely,

Donna Cilluffo LMSW
Program Director/Coordinator

RESOLUTION

Document No: SOL-W-1369
Product or Service: Residential Substance Abuse Treatment Facility
Requesting Department: Drug Court

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

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

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

Upon performing a diligent inquiry, the Warren Drug Court has determined that it is necessary in the interests of the Drug Court, and the City, to increase the award to Completion House, Inc., 54 Seneca, Pontiac, MI 48342, from $18,000.00 to $75,140.00 retro-actively for the period October 1, 2023 through September 30, 2024 and to award an amount not to exceed $75,140.00 annually, for three (3) additional one (1) year periods, commencing on October 1, 2024 to provide Drug Court with a Residential Substance Abuse Treatment Facility.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in the following account: 101-1136-82248.

IT IS RESOLVED, that the sole source purchase to Completion House, Inc. for providing a Residential Substance Abuse Treatment Facility is hereby accepted by City Council from $18,000.00 to $75,140.00 retro-actively for the period October 1, 2023 through September 30, 2024 and in an amount not to exceed $75,140.00 annually, for three (3) additional one (1) year periods, commencing on October 1, 2024

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

☐ Contract
X Resolution

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

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this_____day of_____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

DATEL OCTOBER 24, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: SOL-W-1372; RECOMMENDATION TO PURCHASE ONE HIGH-SPEED SCANNER/ TABULATOR

The Purchasing Division concurs with the Clerk's Office and recommends that City Council authorize the purchase of One (1) High-Speed Scanner/Tabulator from Election Systems & Software, LLC (ES&S), 11208 John Galt Boulevard, Omaha, NE 68137, utilizing the State of Michigan Contract (#071B7700120) in an amount of $140,370.00.

If approved by your honorable body, this machine, a Ballot Scanner/Tabulator, Model DS950, will assist in accelerating the ballot counting process by being able to process 280 ballots per minute and deliver the results to the County Clerk in an expedited fashion.

The Michigan Secretary of State has approved this DS950 scanner/tabulator. The unit will come with a five (5) year warranty, licensing and maintenance coverage.

Funding for this purchase is available in account 101-1215-98000 dependent upon concurrent resolution of budget amendment.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		10/28/2024
Controller:		10/28/2024
MAYOR:		10/28/2024

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **13**

to

Contract Number **071B7700120**

CONTRACTOR	
	ELECTION SYSTEMS & SOFTWARE INC
	11208 John Galt Blvd
	Omaha, NE 68137
	Wil Wesley
	954-816-0042
	wil.wesley@essvote.com
	CV0056231

STATE			
	Program Manager	David Tarrant	MDOS
		517-335-3230	
		tarrantd2@michigan.gov	
	Contract Administrator	Katie McFarland	DTMB
		517-930-6814	
		mcfarlandk1@michigan.gov	

CONTRACT SUMMARY

VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SER

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45 Days	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		February 28, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$6,421,994.16	$0.00	$6,421,994.16

DESCRIPTION

Effective February 13, 2024, Early Voting Support is hereby added to this contract per the revised Schedule C - Pricing.

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

11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order for use by the Counties and Local Units of Government in the State of Michigan that have elected to acquire ES&S equipment under Contract #071B7700120

Customer P.O. #:
1st Election Date: To be Agreed Upon by the Parties
Estimated Delivery Date: To be Agreed Upon by the Parties
Customer Contact, Title: Sonja Buffa, Warren City Clerk
Phone Number:
County Name: Macomb County
Fax Number:

Bill To:	Ship To:
City of Warren	City of Warren
Sonja Buffa, Clerk	Sonja Buffa, Clerk
One City Square, Suite 205	One City Square, Suite 205
Warren, MI 48093	Warren, MI 48093

	Item	Description	Qty	Unit Price with Discount	Total
Purchase Quantities:					
1	DS200 - AVCB or Precinct	ES&S DS200 Tabulator Includes: Plastic Ballot Box with Steel Door and e-Bin, Internal Backup Battery, Paper Roll, and 4GB USB Memory Device		$5,299.00	
2	DS200 - AVCB or Precinct	ES&S DS200 Tabulator Includes: Internal Backup Battery, Paper Roll, and 4GB USB Memory Device - No Ballot Box		$4,454.00	
3	DS200 Modem	DS200 Wireless Modem - Factory Installed		$325.00	
4	DS200 Tote Bin	DS200 Tote Bin		$395.00	
5	AVCB Tabulator-DS450	DS450 Scanner Includes: Steel Table/Cart, Dust Cover, Reports Printer, Audit Printer, UPS Battery Backup, Two (2) USB Cables, Start-Up Kit with Three (3) 8GB USB Memory Devices		$36,416.00	
6	AVCB Tabulator-DS950	DS950 Scanner Includes: Steel Table/Cart, Dust Cover, Reports Printer, UPS Battery Backup, Two (2) USB Cables, Start-Up Kit with Two (2) 8GB USB Memory Devices	1	$139,545.00	$139,545.00
7	Accessible Voting System	ES&S ExpressVote v 2.1 Includes: Soft-Sided Case, Internal Battery Backup, Detachable ADA Keypad, 4GB USB Memory Device and Headphones		$3,720.00	
8	Shipping and Handling	Shipping and Handling	1	$825.00	$825.00
				Order Total to be Paid by Jurisdiction	**$140,370.00**

Payment Terms: As per State Contract Section 8.2: Payment Methods

Warranty Period: As per Contract RFP Section 1.6: Services and Maintenance

ELECTION SYSTEMS AND SOFTWARE, LLC

Authorized Signature

Jared Plath
Printed Name

Vice President - Finance
Title

October 23, 2024
Date

COUNTY OR LOCAL UNIT OF GOVERNMENT

Authorized Signature

Printed Name

Title

Date

State of Michigan

Authorized Signature

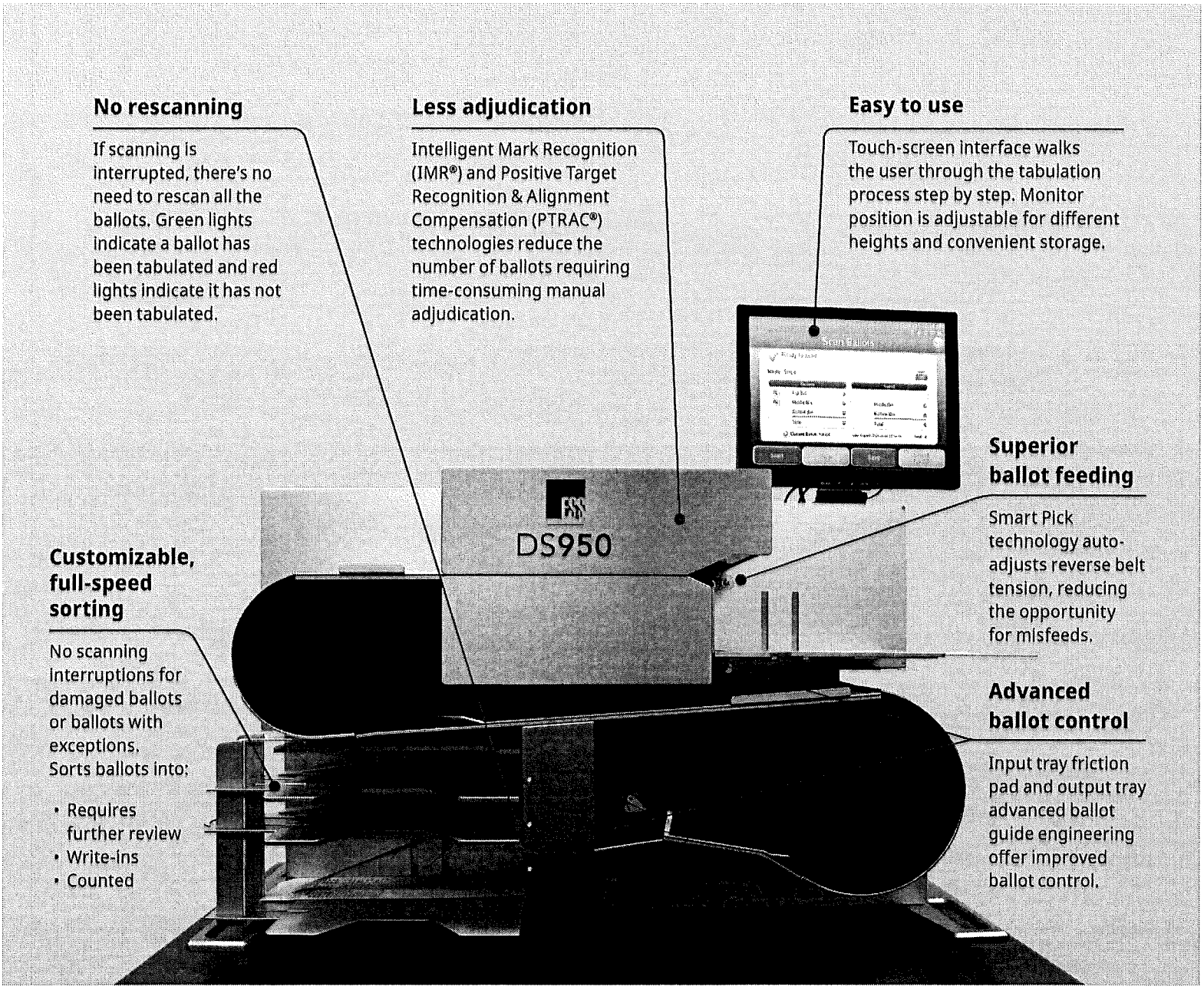
Printed Name

Title

Date

DS950®

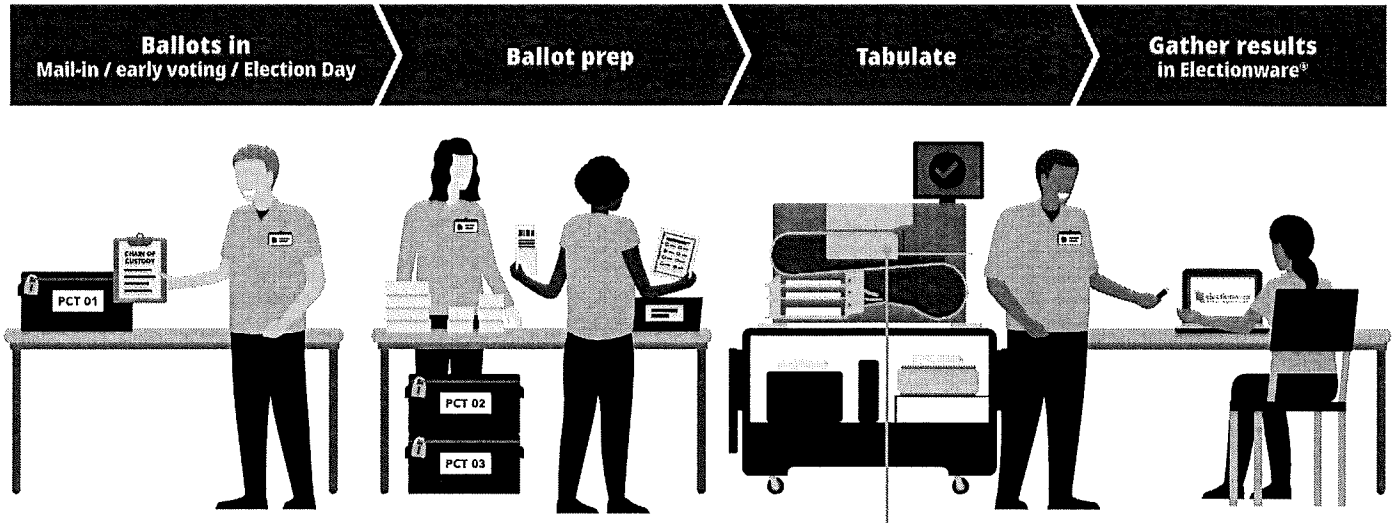
High-Speed Scanner and Tabulator



Complete ballot control from start to finish

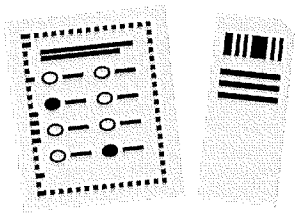
Let the DS950 handle scanning, separating and sorting ballots all without missing a beat. All ES&S tabulators scan ballots in any orientation – no need to make sure ballots are face-up and top-edge first before scanning.

Process more ballots in less time



What you *don't* get with commercial-off-the-shelf (COTS) tabulators:

- **Purpose-built equipment.** Election experts designed ES&S tabulators specifically for elections.
- **Fewer scanning interruptions.** ES&S tabulators scan and tabulate previously folded and damaged ballots.
- **Customizable sorting.** ES&S tabulators allow for user-definable, real-time sorting, including both physical and digital ballot management.
- **Longer product life.** ES&S products are engineered with industrial-grade components, ensuring a 5-7 year production and service parts supply. Our parts manufacturers are dedicated to maintaining form, fit and functional equivalents when an inevitable change comes. This allows ES&S to support our products typically 10+ years.



280
14-inch flat ballots processed per minute

Security you can count on®

The DS950 offers so many security features, we couldn't include them all here. To learn more about the great lengths we go to protect our systems and data, visit **essvote.com/feature/security**.

© 2021 Election Systems & Software, LLC. Information current as of July 2024.

For certification details, visit essvote.com/certification

OFFICE OF THE CITY CLERK
1 City Square, Suite 205
Warren, MI 48093-2393
(586) 574-4557
Fax (586) 574-4556
www.cityofwarren.org

October 24, 2024

Dave Smith, Accounting Supervisor

RE: Check Request to Purchase Absentee Ballot Tabulator DS950

Dear Mr. Smith,

For maximum expediency at the November 5, 2024, General Election, I am requesting a check for the purchase of a DS9550 High-speed Scanner and Tabulator.

The machine will expedite counting of a high volume of absentee ballot returns, giving us the capability to process 280 ballot per minute and deliver results to the County Clerk in record time. The machine has been approved by the Michigan Secretary of State. The clerk's office has applied for a grant which if approved would cover $100,000 of the cost.

Therefore, please prepare the check in the amount of $140,370, payable to:

Election Systems and Software
11208 John Galt Blvd.
Omaha, Nebraska 68137

This company was approved by the Macomb County Clerk in 2017, pursuant to a directive from the State of Michigan Secretary of State. At the time, the Secretary of State directed County Clerks throughout Michigan to select new voting equipment from one of three vendors. On April 14, 2017, Macomb County Clerk Karen Spranger, selected Election Systems and Software (E.S.S.) for all of Macomb County.

Voting machines were provided to us through funding by the Help America Vote Act (HAVA) Grant. The grant agreement was the mechanism by which Counties, Cities and Townships applied to the State of Michigan to received Federal HAVA and State-appropriated funded voting systems, including optical scan tabulator, accessible voting devices and Election Management Systems (EMS) Software, pursuant to the Federal Help American Vote Act (HAVA) of 2002.

The grant agreement established a program to use State-appropriate and Federal HAVA funds to acquire and implement replacement voting systems throughout the State. Each county, with the involvement of local jurisdiction within the county, selected one contractor for the entire county and developed a countywide implementation plan to replace its voting system (Accu-Vote and AutoMark). Then the vendor chosen for Macomb County was Election Systems and Software (E.S.S.).

Election Systems and Software (E.S.S.) is the sole source provider for DS950 High-Speed Scanner and Tabulator. The machine will serve the public interest in high absentee ballot returns in record time. This machine has the capability to process 280 ballots per minute. By proceeding today, the machine will arrive in Monday October 28, 2024:

Election Systems and Software
11208 John Galt Blvd.
Omaha, Nebraska 68137

The machine will have a five-year warranty, and the price includes an on-site representative to prevent and remediate any malfunction. The machine meets with Secretary of State standards, will serve an invaluable public purpose, and will not burden the general fund.

Funding is currently available in Account No. 101-1215-97400. Upon remittance of the grant funds, I will submit a budget amendment request to re-allocate and replenish the funds.

Very truly yours,

Sonja Buffa
City Clerk

Cc: City Treasurer
City Controller
Purchasing Agent

RESOLUTION

Document No: STA-W-1372
Product or Service: Scanner/Tabulator
Requesting Department: Clerk's Office

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

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

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

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

Upon performing a diligent inquiry, the City Clerk has determined that it is necessary in the interest of the City Clerk's Office and the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The Clerk's Office recommends awarding the purchase of one (1) AVCB Tabulator-DS950 from Election Systems & Software, LLC (ES&S), 11208 John Galt Boulevard, Omaha, NE 68137, in the total amount of $140,370.00, utilizing the State of Michigan Contract #071B7700120.

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

Funds are available in the following Account contingent upon concurrent resolution of budget amendment: 101-1215-98000.

IT IS RESOLVED, that the cooperative purchases through Election Systems & Software, LLC, in the total amount of $140,370.00 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:

X Cooperative Bid Documents
☐ Contract
X Resolution

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

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this_____day of_____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

DATE: OCTOBER 24, 2024

TO: SECRETARY OF WARREN CITY COUNCIL

SUBJECT: STA-W-1362; RECOMMENDATION TO AWARD THE PURCHASE OF ONE (1) JOHN DEERE 190GW WHEELED EXCAVATOR

The Purchasing Division concurs with the Waste Water Treatment Plant (WWTP) and recommends that City Council waive the bid process and award the purchase of one (1) John Deere 190GW Wheeled Excavator from AIS Construction Equipment, Corp., 65809 Gratiot Avenue, Lenox, MI 48050, utilizing the State of Michigan Contract #240000000158 in the total amount of $312,624.00 ($317,624.00 less $5,000.00 trade-in).

If approved by your honorable body, the new John Deere 190 GW Wheeled Excavator will replace an existing 1989 John Deere 595D Excavator which has exceeded its useful life.

After consulting with the DPW and Water Superintendents, it has been determined that the best course of action is to accept the trade-in offer from AIS Construction in the amount of $5,000.00 rather than taking it for public auction.

Payment will be made to the following address; P.O. Box 2208, Decatur, AL 35609.

Funds for these expenditures are available in the following Account: 592-9047-98080.

Respectfully Submitted,

SME

Shanah Turner
Assistant Buyer

Read and Concur,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/1/2024
Controller:		11/1/2024
MAYOR:	Lori M. Stone	11/6/2024

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. **240000000158**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	AIS CONSTRUCTION EQUIPMENT CORP
	56555 Pontiac Trail
	New Hudson, MI 48165
	Greg Doyal
	(810) 499-1332
	gdoyal@aisequip.com
	CV0020668

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**
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ 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			**$15,000,000.00**

GRAND RAPIDS
600 AIS Drive Southwest
Grand Rapids, MI 49548
Telephone: (616) 538-2400

LANSING
3600 North Grand River Avenue
Lansing, MI 48906
Telephone: (517) 321-8000

SAGINAW
4600 AIS Drive
Bridgeport, MI 48722
Telephone: (989) 777-0090

RICHMOND
65809 Gratiot Avenue
Lenox, MI 48050
Telephone: (586) 727-7502

TRAVERSE CITY
8300 M-72 East
Williamsburg, MI 49690
Telephone: (231) 267-9513

WEST DETROIT
56555 Pontiac Trail
New Hudson, MI 48165
Telephone: (248) 437-8121

October 14, 2024

Mr. Robert Dranberg
32360 Warkop Ave.
Warren MI 48093

Re: State of Michigan MiDeal Pricing for a New John Deere 190GW Wheeled Excavator

Dear Mr. Dranberg,

AIS Construction Equipment Corp. is pleased to provide you the following pricing for a New John Deere 190GW Wheeled Excavator. The pricing shown is the 2024 MiDeal State Contract # 240000000158 pricing and as such will be firm until such time as the manufacturer list price or MiDeal discount changes.

Pricing:

New Factory John Deere 190GW Wheeled Excavator as shown on the attached order sheet:

List Price:	$425,881.00
Less State Contract 40 % Discount:	-$170,352.00
Net Machine Price:	$255,529.00
PDI:	$2,555.00
Delivery:	$600.00
AIS Supplied Items:	$58,940.00
WerkBrau D-Lock Tilt Coupler, 36" HD / high capacity custom Ditching Bucket, w/boce, 36" Heavy-Duty Bucket w/teeth, LED work lights, Hydraulic Quick Coupler Controls Kit, Mechanical Control Pattern Selector Kit, Bucket pins for each, rubber outriggers pads, labor to install	
Less Trade-In of John Deere 595D # #001037 w/attachments	-$5,000.00
Total*:	$312,624.00

*Pricing good for orders placed before Nov. 1, 2024. Does not include State Sales or Federal Excise Taxes.

Please let me know if you have any questions or need any additional information. We look forward to continuing to assist you with your heavy construction equipment needs.

Sincerely,

Greg Doyal
Governmental Sales Manager

190GW FT4 Wheeled Excavators

25-Sep-2024

Code	Description	Qty	List Price
7391FF	**190GW FT4 Wheeled Excavators**	**1**	**$425,881.00 USD**
	Option Codes		
170K	**JDLink™** Includes integrated cab wiring harness, antenna, and JDLink™ Modem (MTG). JDLink™ connectivity is enabled separately through the JDLink™ website. Connectivity service is subject to country availability.	**1**	**No Added Cost**
5470	**Front Blade & Rear Outriggers**	**1**	**No Added Cost**
6835	**Mono Boom** Includes boom, arm, and bucket cylinders, bucket linkage, and low flow lines. 5.5 M (18 Ft.) with 2.71 M (8 Ft. 11 In.) Arm	**1**	**No Added Cost**
Total			**$425,881.00 USD**

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.

Additional equipment

Key: ● Standard ▲ Optional or special See your John Deere dealer for further information.

190G	Engine
●	Auto-idle system
●	Automatic belt-tension device
●	Batteries (2 – 12 volt)
●	Coolant recovery tank
●	Dual-element dry-type air filter
●	Electronic engine control
●	Enclosed fan guard (conforms to SAE J1308)
●	Engine coolant to –37 deg. C (–34 deg. F)
●	Fuel filter with water separator
●	Full-flow oil filter
●	Turbocharger with charge-air cooler
●	500-hour engine-oil-change interval
●	Programmable auto-shutdown
	Hydraulic System
●	Reduced-drift valve for boom down, arm in
●	Auxiliary hydraulic valve section
●	Brake valves for travel circuits
●	Individual control of outriggers
●	Hydraulic filter restriction indicator
●	Spring-applied, hydraulically released automatic swing brake
●	Auxiliary hydraulic-flow adjustment through monitor
●	Auto power lift
●	5,000-hour hydraulic-oil-change interval
●	Auxiliary hydraulic lines with hand-controlled proportional control
▲	Control-pattern change valve
	Undercarriage
●	Brakes, 4 wheel, maintenance free, wet disc
●	Creeper speed range
●	Front axle, oscillating, lockable
▲	Front blade and rear outriggers (2)
▲	Outriggers (4)
●	Parking brake
●	Dual traction-type tires, 10.00-20, 16PR with spacer
●	Toolbox on left chassis

190G	Upperstructure
●	Right- and left-hand mirrors
●	Vandal locks with ignition key: Cab door / Fuel cap / Service doors
	Front Attachments
●	6.2-m (20 ft. 4 in.) monoblock boom with 2.71-m (8 ft. 11 in.) arm
▲	Variable-geometry, 2-piece boom with 2.71-m (8 ft. 11 in.) arm
●	Centralized lubrication system
●	Dirt seals on all bucket pins
▲	Buckets: Ditching / General purpose / General-purpose high capacity / Heavy duty / Heavy-duty high capacity / Side cutters and teeth
	Operator's Station
●	Adjustable independent-control positions (levers-to-seat, seat-to-pedals)
●	AM/FM radio
●	Auto climate control/air conditioner with heater and pressurizer
●	Built-in Operator's Manual storage compartment and manual
●	Cell-phone power outlet, 12 volt
●	Coat hook
●	Deluxe suspension cloth seat with 100-mm (4 in.) adjustable armrests
●	Floor mat
●	Front windshield wiper with intermittent speeds
●	Gauges (illuminated): Engine coolant / Fuel level / Speedometer
●	Horn, electric
●	Hour meter, electric
●	Hydraulic shutoff lever, all controls
●	Hydraulic warm-up control
●	Interior light
●	Large cup holder
●	Machine Information Center (MIC)
●	Mode selectors (illuminated): Power modes (3) / Work mode (1)
●	High/low travel mode with creeper range

190G	Operator's Station *(continued)*
●	Multifunction, color LCD monitor with: Diagnostic capability / Multiple-language capabilities / Maintenance tracking / Clock / In-monitor adjustment of auxiliary pressure and flow / System monitoring with alarm features: Auto-idle indicator, Auto-shut-down indicator, brake pressure audible alarm, engine air cleaner restriction indicator light, engine check, engine coolant temperature indicator light with audible alarm, engine oil pressure indicator light with audible alarm, low-alternator-charge indicator light, low-fuel indicator light, fault-code alert indicator, fuel-rate display, water-in-fuel light, wiper-mode indicator, work-lights-on indicator, and work-mode indicator
●	Motion alarm with cancel switch (conforms to SAE J994)
●	Power-boost switch on right control lever
●	SAE 2-lever control pattern
●	Seat belt, 76 mm (3 in.), non-retractable
●	Tinted glass
●	Transparent tinted overhead hatch
●	Tilting steering column
●	Sun visor
●	Windshield washer/wiper with constant and intermittent speeds
▲	Window vandal-protection covers
	Electrical
●	50-amp alternator
●	Blade-type multi-fused circuits
●	Positive-terminal battery covers
●	JDLink™ wireless communication system (available in specific countries; see your dealer for details)
●	Rearview camera
	Lights
●	Headlights (2)
●	Worklights, top of cab (2), rear of cab (1), and boom (1)
●	Turn signals / Hazard lights
●	Brake lights
●	Side marker lights

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO 9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on a unit with 1.38-m³ (1.81 cu. yd.), 1219-mm (48 in.), 735-kg (1,621 lb.) bucket, 2.71-m (8 ft. 11 in.) arm, full fuel tank, and 75-kg (165 lb.) operator.

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: **Request to Purchase a New John Deere 190GW Wheeled Excavator for the Waste Water Treatment Plant thru the 2024 State of Michigan MiDeal State Contract # 240000000158; AIS Construction Equipment Corporation**

DATE: 10/21/24

The Waste Water Treatment Plant desires to procure a new excavator for activities related to the maintenance and loading for transport of ash product resulting from the WWTP's incineration processes. The new excavator will be replacing an existing 1989 John Deere 595D excavator that WWTP has been relying on over the past couple of decades.

Copy of a detailed pricing quote dated October 14, 2024 received from AIS Construction Equipment Corporation for the requested new factory John Deere 190GW Wheeled Excavator is attached to this correspondence. The pricing is inclusive of the desired equipment implements, as detailed in the pricing quote, as well as a trade-in credit for the existing 1989 John Deere 595D excavator which is currently out of service and requires substantial repairs to make it operational. The cost of the new excavator is based on the 2024 MiDeal State Contract # 240000000158 pricing.

Please take the steps necessary to authorize approval for this excavator equipment procurement to AIS Construction Equipment Corporation, 56555 Pontiac Trail, New Hudson, MI 48165, in the total amount of $312,624.00.

Funds for this expenditure are available in the 2025 FY Budget, Capital Outlays account number 592-9047-98080.

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

Respectfully,

Donna Dordeski, P.E.
WWTP Division Head

DD

attachments: Council Resolution, AIS Construction Equipment Corp Pricing Quote & SOM Contract 240000000158

cc: Public Service Director w/attachment

RESOLUTION

Document Number: STA-W-1362
Product or Service: One (1) John Deere 190GW Wheeled Excavator
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 _____ 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 Waste Water Treatment Plant has determined that is it necessary in the interest of the City, to acquire one (1) John Deere 190GW Wheeled Excavator from AIS Construction Equipment, 65809 Gratiot Avenue, Lenox, MI 48050, utilizing the State of Michigan Cooperative Contract #240000000158 in the total amount of $312,624.00 ($317,624.00 less $5,000.00 trade-in).

Funds are available in account number: 592-9047-98080.

IT IS RESOLVED, that the cooperative purchase through AIS Construction Equipment is hereby accepted by City Council in a total amount of $312,624.00 and payment is

authorized by City Council to be paid to the vendor immediately upon successful delivery from the vendor.

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

X Cooperative Bid document
☐ Contract
X Resolution

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

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this____ day of _____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

DATE: OCTOBER 21, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: FILE STA-W-1365 - PURCHASE OF iPHONE 14 PHONES, ACCESSORIES, AND CELLULAR SERVICE FROM T-MOBILE UTILIZING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT CONTRACT #MA210000000680

The Purchasing Division, in conjunction with the Fire Department, recommends that City Council award the purchase of the equipment listed below, along with cellular service plans to T-Mobile USA, Inc., PO Box 742596, Cincinnati, OH 45274-2596, for a five-year period, utilizing the NASPO Contract # MA210000000680 at the estimated costs summarized below and detailed in the attached pricing table.

FIRE DEPARTMENT	
DESCRIPTON	**QTY:**
iPhone 14 Phones	32 Each
Jextream Hot Spot	3 Each
FX3100 Router	2 Each
Data Sim Card	6 Each

YEAR	**ESTIMATED ANNUAL COST**
	FIRE
1	$ 19,587.00
2	$ 19,587.00
3	$ 19,587.00
4	$ 19,587.00
5	$ 19,587.00
5-YEAR ESTIMATED TOTAL:	**$ 97,935.00**

In 2023, the Fire Department made the decision to equip its officers with City-issued mobile devices through AT&T. The result has been that the issuance of these phones has enhanced the department's operational capabilities greatly and are now a vital addition in the department's day to day activities.

The Fire Department is now recommending that the department switch its cellular service provider from AT&T to T-Mobile. A list of some of the reasons for this request appear below:

- T-Mobile provides priority and pre-emption for both the caller and receiver when both are T-Mobile customers.

- HotSpot functionality from T-Mobile is a significantly lower cost than that of AT&T.
- T-Mobile devices receive priority on the network over consumer users, which will ensure that there will be uninterrupted communication during times of high congestion, large incidents, or natural disasters, etc.
- T-Mobile has mobile cell towers that can be used if their infrastructure is disrupted.
- T-Mobile costs are significantly lower than that of AT&T First Net.
- The officer's will retain their current phone numbers when the AT&T phones are switched over to T-Mobile phones.

During events that cause network congestion, such as natural disasters, large scenes, etc., communications from T-Mobile devices will receive priority on the network in front of other commercial users, which will ensure that the various department's communications gets through. T-Mobile is contractually obligated to provide emergency communication equipment in the event of an emergency. An example of this is if the City of Warren were to be involved in a natural disaster, T-Mobile would provide mobile cell phone towers to ensure the using departments could communicate effectively.

For the Fire Department, T-Mobile will provide a credit for the new iPhone 14 (128gb) mobile devices (qty: 32), the HotSpot (qty: 3), routers (qty: 2), and Sim Cards (qty: 6), which will result in zero cost to the City for these items.

These are the same credits that were given to the Police Department for their devices.

The City will also receive a $400.00 credit for each of the thirty-two (32) phones, every twenty (20) months that will be used to purchase updated phones at no cost to the City.

Annual costs for this service may fluctuate slightly over the five-year period based on the need to purchase additional phones that may be distributed to staff, or by monthly cellular service fee increases.

In addition, the Fire Department will turn in their current phones (thirty-one (31)) that were purchased through the AT&T plan, to T-Mobile and receive credits from T-Mobile's e-Waste provider. The credits will be placed in the appropriate Fire Department Account, which was used to initially pay for the iPhones.

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

Funds are available in the following Account: 101-1336-85300.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Wilburt McAdams
Fire Commissioner

Approved By:	Signature	Date
Budget Director:		11/1/2024
Controller:		11/1/2024
MAYOR:		11/6/2024

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

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

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **MA210000000680**

CONTRACTOR	
	T-Mobile USA, Inc.
	12920 SE 38th Street
	Bellevue WA 98006
	Shannon Hewitt-Tapp
	916-568-4495
	Shannon.Hewitt-Tapp@t-mobile.com
	CV0056281

STATE			
	Program Manager	Robert McFadden	DTMB
		(517) 636-4571	
		McFaddenR@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY

Wireless Voice, Data & Accessories

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
April 1, 2021	August 11, 2024	5 - 12 Months	August 11, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45	n/a

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☒ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

n/a

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	60 Months	☐		August 11, 2029

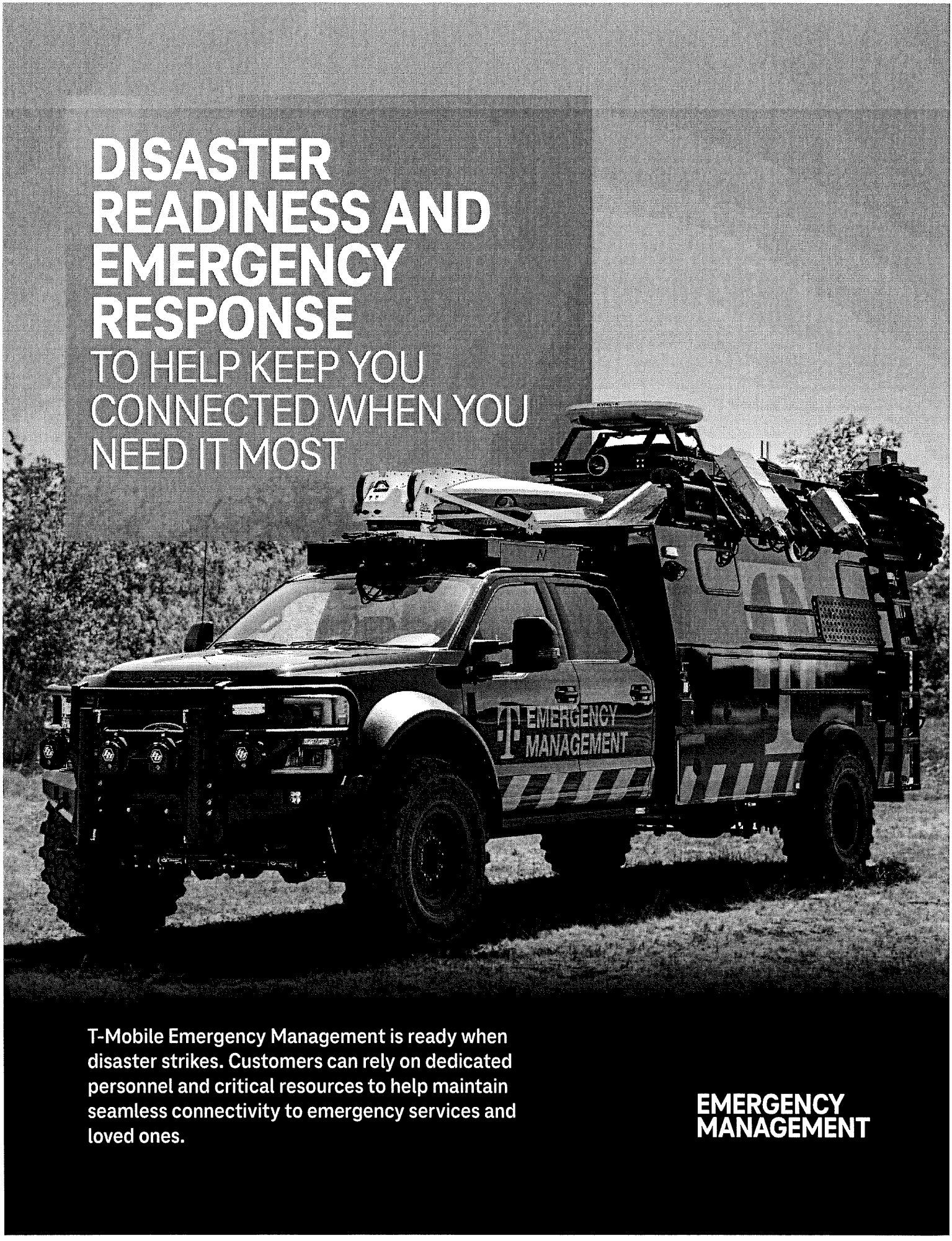
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$1,064,500.00	$950,000.00	$2,014,500.00

DESCRIPTION

Effective 8/7/2024, the State is executing 5, 1-year options and increasing this contract by $950,000.00 to cover these option years. The revised contract date is 8/11/2029.

Please note the Contract Administrator for the State has been changed to Lauren Stempek.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Central procurement Services approval and State Administrative Board approval on 8/7/2024.


DISASTER READINESS AND EMERGENCY RESPONSE
TO HELP KEEP YOU CONNECTED WHEN YOU NEED IT MOST
EMERGENCY MANAGEMENT
T-Mobile Emergency Management is ready when disaster strikes. Customers can rely on dedicated personnel and critical resources to help maintain seamless connectivity to emergency services and loved ones.
EMERGENCY MANAGEMENT

OUR MISSION
AMERICA'S UNCARRIER

We are invested in safeguarding the interests of our customers, stakeholders, and employees. We maintain an Enterprise Continuity Program to provide effective, timely responses to a wide variety of disruptive events. Our program is centralized in its design and decentralized in its implementation, enabling us to maximize our full capabilities while taking advantage of our scale across multiple lines of business and locations to promote active involvement.



Reliable communications and connectivity are essential during critical events.

We understand the importance of reliable communications and connectivity during critical events. T-Mobile incorporates business continuity into our overall corporate business philosophy. Our Enterprise Business Continuity Program promotes the use of business continuity principles, guidelines, and standards by all company employees during routine business operations to assure the continuation of our mission-critical enterprise operations and services. This level of consistency across T-Mobile lines of business enhances our overall planning and business resumption efforts.

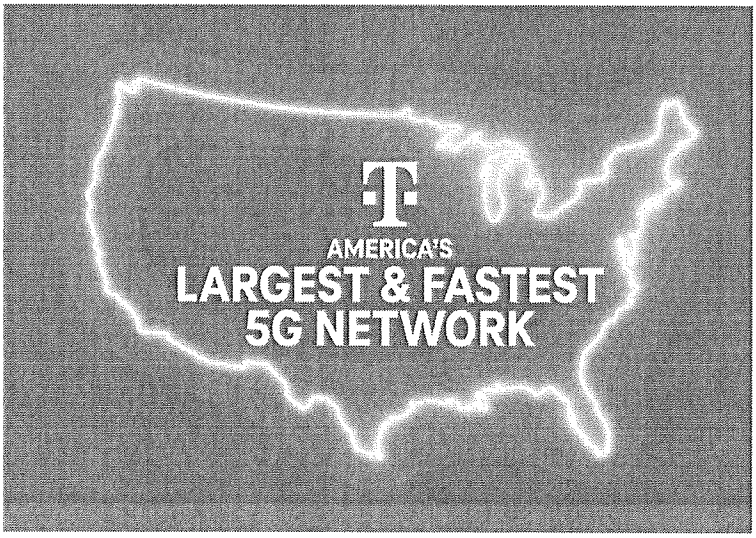
The T-Mobile Enterprise Business Continuity Program is industry-leading with proactive measures to reduce operational risks and implement recovery solutions that minimize the impact to customers and services during potential business disruptions. We maintain multiple dedicated enterprise-wide teams to address business continuity, disaster recovery, network availability, emergency response, and customer support, ensuring our continued focus on safeguarding the interests of our customers, employees, and stakeholders in the event of an emergency or significant business disruption. These teams work in partnership to provide coordinated and effective responses to a wide variety of disruptive events.

A team of dedicated, certified, and seasoned business continuity professionals works with all lines of business to help ensure that our business continuity plans are current, comprehensive, and effective. This group supports our business continuity planning for each line of business and defines enterprise recovery tools and methodologies.

The T-Mobile Enterprise Business Continuity Program is reviewed and approved by leadership on an annual basis and is guided by the following governing principles:

- Commitment to employee and customer safety
- Commitment to preserving business operations and services
- Business continuity as a shared responsibility across all levels of management, all lines of business, and the Enterprise Continuity Team
- Continual business continuity plan assessment, improvement, flexibility, and maturity are necessary for success
- Plan development with an "all hazards" mindset and focus on a full range of natural and man-made hazards and risks that could impact employees, customers, operations, and assets in countries around the globe

Critical operations, processes, and services across the enterprise are identified along with criticality ratings, risks, gaps, and potential impacts of a service disruption. Process, criticality, and risk reviews are conducted on a regular basis.



Capable device required; coverage not available in some areas and may be impacted in emergencies. Some uses may require certain plan or feature; see T-Mobile.com. Fastest: Based on median, overall combined 5G speeds according to analysis by Ookla® of Speedtest Intelligence® data for Q2 2023. Ookla trademarks used under license and reprinted with permission.

ENTERPRISE BUSINESS CONTINUITY
PLANNING FOCUSED ON THE CUSTOMER EXPERIENCE

The T-Mobile Enterprise Business Continuity Program considers the full range of natural and man-made hazards that could impact employees, customers, operations, and assets across the country. T-Mobile uses information obtained through Business Impact Analysis and the development of business continuity (risk reduction) strategies to preserve business functions that are required in the face of a disaster.

Business Impact Analysis

Through various assessments, including Business Impact Analysis (BIA), we evaluate the criticality of different aspects of each part of the business, including:

- Business processes
- Applications
- Suppliers
- Partners
- Sites
- Network elements

This evaluation determines the tolerance for disruption, ensuring minimal impact on employees, customers, operations, and assets. The results of these assessments guide our prioritization efforts, helping us make informed decisions about mitigation and planning. Critical business processes are closely matched with the criticality of their associated applications, suppliers, and dependencies. We conduct annual BIA reviews to maintain our preparedness.

ENTERPRISE BUSINESS CONTINUITY

Primary components of the T-Mobile Business Continuity Program

- Enterprise business continuity project initiation and oversight
- Risk evaluation and controls
- Business Impact Assessment and analysis
- Business continuity and disaster recovery strategic direction
- Business continuity plan development, maintenance, and exercises
- Awareness and training programs
- Public relations and crisis response and resumption
- Coordination with external agencies
- Incident command structure integrated into each engineering team nationwide

Business continuity strategies and planning

- **Process and standards:** We deploy common terminology, standards, policies, methodologies, and documentation to reinforce consistency across the company.
- **Reporting:** Executive management receives a quarterly risk report inclusive of the efforts and status of the Enterprise Continuity Program.
- **Plan maintenance:** Annually, the owning team and enterprise continuity experts review each organization's plan. Key stakeholders are responsible for reviewing program documents at least annually.
- **Supplier business continuity:** T-Mobile has a Business Continuity and Disaster Recovery Plan (BC/DR) assessment process that is designed to inform us of partner plans along with the ability to request the business continuity plans used by our partners, suppliers, and vendors, as needed.
- **Accessible plans:** Our business continuity plans are housed in a centralized redundant repository that is accessible to internal stakeholders regardless of their physical location.



CUSTOMER SATISFACTION DRIVES OUR PREPARATION AND RESPONSE TO DISASTER EVENTS

When T-Mobile becomes aware of an upcoming event such as a hurricane or storm, our organization acts before a disaster occurs. Highly detailed emergency operations plans have been created and implemented nationwide and technical personnel have been trained. This preparation allows us to maximize resource availability and reduce response time. Here are some examples of how we prepare and act.

BEFORE A DISASTER STRIKES: T-MOBILE PREPARATIONS

- Analyze storm conditions for anticipated landfall.
- Prepare and test back up power sources in probable areas of impact
- Ensure supportive equipment, such as portable generators, Cell-On-Wheels (COWs) and Cell-On-Light-Trucks (COLTs) on standby nationwide
- Establish a command center that will mobilize teams of technicians and engineers as conditions permit
- Engage our national vendors regarding fuel, generators, technicians, staging yards, security, accommodations, and catering, so teams can focus on the tasks at hand
- Create staging areas for incoming equipment and personnel
- Forward deploy resources in safe zones
- Coordinate with local and state officials, state offices of emergency management, DHS, FEMA, and the FCC as appropriate
- Monitor evacuation efforts and routes
- Identify opportunities to adjust wireless capacity in certain hubs/zones such as shelters, transport hubs, arenas, etc.

DURING AND FOLLOWING DISASTERS: T-MOBILE RESPONSE ACTIONS

- Deploy portable generators, COWs, satellite or microwave as needed
- Establish comprehensive strategy for network recovery dependent upon impact and immediate needs
- Coordinate with local, state, and federal officials and government organizations as appropriate
- Offer options to ensure public safety officials, emergency first responders, and others have adequate support
- Support impacted communities in various ways depending on circumstances and need, such as Wi-Fi calling and charging stations
- Deploy EVTs to respond to impacted markets
- Maintain consistent command and control calls to coordinate efforts between teams
- Deploy response personnel to the impacted area
- Establish virtual Emergency Operations Center to provide operational control for event
- After-action reviews completed for events with best practices defined and processes updated

Keeping our network reliable, resilient, and redundant

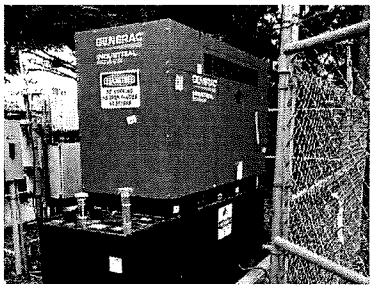
Reliable connectivity is a must for our customers. We have spent many years focused on network and operational redundancy along with hardening and improving resiliency on our infrastructure, critical sites, and operations such as network operations centers, data centers, and call centers. Network design plays a critical part in hardening our network. MSO locations significantly reduce the chance of network failure due to third-party fiber damage, equipment failures, or other potential causes of service interruptions. We continue to make significant investments in our network's redundancy, resiliency, and reliability and maintain an organized and integrated suite of disaster plans and procedures.

Our network operations centers are geographically redundant and diverse, fostering a proactive approach through regular operations rollovers. Our geo-redundant teams handle daily operations at each site and actively participate in operational rollovers between centers.

Our data centers also exhibit geo-diversity and redundancy, supporting primary and alternate systems for critical operations, tools, and systems. Our teams of experts span across engineering, facilities, network operations centers, IT teams, network support, and data centers to ensure comprehensive support and robustness.

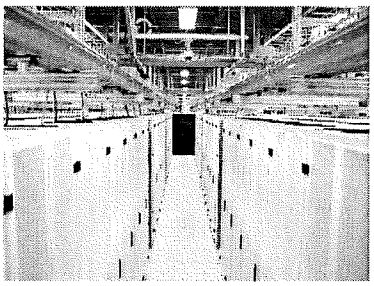
NETWORK PREPARATION

T-Mobile plans and designs the entire network infrastructure—from local endpoints to IP backbone connecting it all—for resiliency as well as pre-staging assets to enable a rapid response.



Cell site disaster planning

Cell sites are strategically equipped to accommodate backup power sources (e.g., batteries, fixed generators, portable generator connectors) to provide continuous coverage regardless of the scale of a disaster. We've also implemented a distributed architecture for interconnection redundancy utilizing dual fiber facilities at switch locations. Communications from T-Mobile cell sites are backhauled with various combinations of ethernet, copper, fiber, and microwave systems. The T-Mobile radio network provides significant overlapping coverage areas, which often allow cell sites to fully or partially compensate for a neighboring cell site.



Switch disaster planning

Site recovery plans have been developed for major switch locations. Prioritizing available options for relocation, to help ensure agility when faced with disaster recovery issues. Mobile switching centers have permanent, on-site emergency backup power for use in the event of a momentary or extended power failure. They are protected by FM-200 or Pre-Action Dry Fire Systems. They are also equipped with spare equipment inventory for all critical network elements. Switching systems are designed with geo-redundancy for continuity of operations.



IP backbone failover and recovery

The T-Mobile IP network uses multiple logical adjacencies over physically diverse paths. There are multiple diverse paths between any two nodes on the backbone. These backbone links travel over fiber that is physically diverse from other fiber paths. The IP backbone is regularly reviewed and augmented for capacity needs and can reroute traffic based on dynamic routing protocols. Thanks to the high level of diversity and fast convergence of the network, most fiber outages will go completely unnoticed by our customers. The IP backbone uses technology to take advantage of potential fiber paths during a disruption. The capacity available in the backbone helps ensure congestion-free service during normal operations and provides failover bandwidth in the event of one or more link outages. IP backbone network routers have at least two physical connections, redundant processors, and redundant power supplies (such as batteries and diesel generators) at all sites. Equipment is installed in secure T-Mobile facilities that are built to withstand natural disasters.



Network deployable assets and response vehicles

Our response fleet of vehicles is pre-staged across our operational areas to enable rapid response and includes COLTs, COWs, generators, mobile command centers, and customized communication Jeeps, to help provide satellite service in the worst conditions. Our Satellite Cell on Light Trucks (SatCOLTs) can deploy within minutes and operate in some of the toughest terrains to support our customers when they need us most. In addition, we have a full array of response vehicles such as tow vehicles, snowmobiles, airboats, and high-water vehicles that allow us to access areas hardest hit by disaster. We will never stop working to make our network the best for our customers.

HOW WE RESPOND

Response operations

T-Mobile has multiple strategies in place for emergency management and rapid response to quickly address and respond to all types and sizes of events and to support our customers across the globe. We understand the importance of reliable communications and always-on connectivity. We have a long history of moving quickly and efficiently in emergency situations to ensure our customers can stay connected when they need it the most.

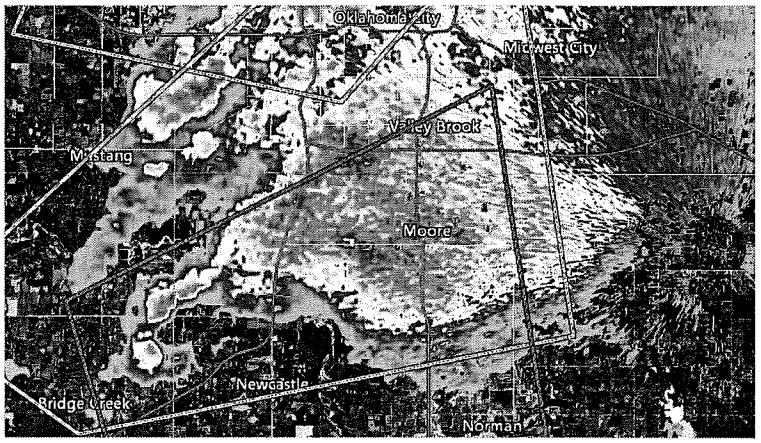
When our network team receives notification of an actual or potential situation that requires activation (such as a hurricane, earthquake, regional power outage, or another event where business as usual would not resolve the situation), a virtual T-Mobile Emergency Operations Center (EOC) is established to oversee and manage the company's response to an event from the beginning to end. This EOC performs an initial overall assessment, establishes monitoring bridges, coordinates between agencies impacted by the event, assigns tasks, gathers status information, and performs executive notifications at prescribed times.

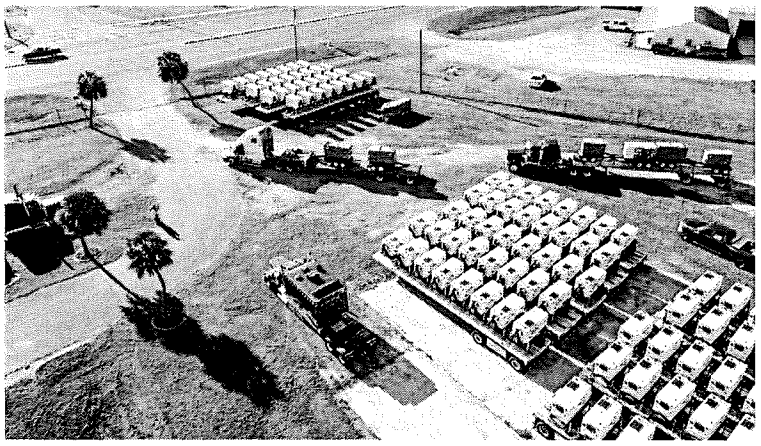
We maintain an organized and integrated suite of disaster plans and procedures. To aid in situation assessment, response, and resource tracking, our network teams leverage tools such as:

- Hardened GPS-enabled phones
- Wireless modems
- Custom applications
- IoT solutions
- Smartphones

These multilayered investments are designed to deliver industry-leading service continuity.

When disaster strikes in one area of the country and there is a need for additional on-the-ground support, we have an **Emergency Volunteer Team** comprised of T-Mobile employees across the US who personally volunteer to go into disaster-impacted areas to help keep our customers connected.







Public safety grade preparedness and response

Strengthening emergency response plans for our public safety customers and critical infrastructure partners is a long-standing practice at T-Mobile. A component of the T-Mobile Emergency Management Team is our Emergency Response Team (ERT)—a national group with vast experience in all aspects of public safety operations and mission-based support. ERT is available 24/7, coordinating the necessary resources to help ensure reliable network services are available for public safety and first responders.



SatCOLT deployed for Hurricane Ian response.

Preparedness

ERT personnel engage proactively with local, state, federal, and critical infrastructure planners. This includes collaboration with leaders from organizations such as the Department of Defense, the Federal Emergency Management Agency, the Department of Homeland Security's Critical Infrastructure Security Agency (CISA), and the Federal Communications Commission. Long before events occur, they work on:

- Policy development
- Response frameworks
- Best practices
- Training coordination
- Exercises
- Enhancing national readiness

This collaboration promotes the readiness and operational capacities of new T-Mobile as well as local, state, and federal entities, and other critical infrastructure and essential service partners.

Response

During times of crisis, T-Mobile National Emergency Management personnel who are coordinating recovery seek to remain in lockstep with emergency management, Homeland Security, and public safety officials. Through our collaboration with the National Communications Coordination Center and through state and local emergency operations centers, T-Mobile representatives can:

- Gather and share information
- Mitigate environmental and operational concerns
- Facilitate protective measures
- Enhance rapid response and recovery capabilities

Enhancing first response

Our Emergency Management and Emergency Response Team (EM/ERT) provides a full suite of first response capabilities. This includes:

- **A national cache** of handsets, hotspots, charging stations, and Wi-Fi equipment to help address surge demands on emergency management and public safety operations.
- **A national fleet of mobile deployable assets,** including SatCOLTs, portable satellite antenna systems, and other tactical communications systems provide necessary and specialized infrastructure to support government and operations.

This collaborative approach not only ensures our continuing capabilities to serve but also helps address the restoration of critical resources overall.

ERT deploys based on need and resource availability.

T EMERGENCY MANAGEMENT





Sales and retail operations

We monitor the impact of events on our local stores to protect the safety of our employees and customers. Depending on the unique impacts of each natural disaster, we have offered account relief, enhanced services, free devices, and accessories to help customers and the broader community meet their communication needs. Working with local officials, our fleet of T-Mobile trucks is deployed for community support efforts at evacuation centers, shelters, distribution points, and damaged stores, providing a point of contact for supplies and information.

Community support

T-Mobile has invested over $2.5 million to increase our fleet size and flexibility with the goal of maximizing community support. By the end of 2023, the fleet will feature over 30 different units, some with state-of-the-art technology allowing support when coverage is challenging. Most assets are equipped with technology that aggregates SIM cards and Starlink simultaneously to provide up to ½ mile Wi-Fi coverage throughout most U.S. areas. Assets also provide mobile charging solutions for a wide array of devices including phones, computers, and medical equipment.

Maintaining a dynamic approach

The T-Mobile Enterprise Continuity Program dynamically evolves to adapt to ever-changing events, technology, and disruptions and our policies and procedures will change over time from what is described in this document.

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T-MOBILE FOR GOVERNMENT



Effective and reliable communication is core to every crisis, emergency, and disaster response plan. No other organization brings over **20 years of dedicated deployables program experience**—we're here to support and equip your team.

Disasters provoke the need for well-tested emergency response plans. Millions of citizens depend on federal, state, and local public safety workers to communicate effectively in the most severe environments.

The T-Mobile Emergency Response Team (ERT) provides access to mission-critical voice and data technologies for agencies and organizations including:

- First responders
- U.S. Military
- Government agencies
- Healthcare organizations
- Critical infrastructure operators
- Community lifeline organizations

Extend your connectivity capabilities virtually anywhere.

The ERT offers:

Dedicated Team: A national, full-time staff with vast experience in all aspects of public safety, disaster communications, and mission-based support.

Planning: Program and technical advisory for emergency response and continuity of operations frameworks.

Training and Exercising: Full-scale, table-top, and virtual exercise support to validate plans and assumptions.

Equipment: Get fast access to mobile devices, hotspots, routers, tablets, network extenders, and other communications equipment for surge requirements and unmet needs.

Infrastructure on Demand: National fleet of mission-based, rapidly deployable communications capabilities for remote and urban operations, including:

- Satellite Cell on Light Truck (SatCOLT)
- Cell on Light Truck (COLT)
- Satellite antenna systems
- Microwave
- Wi-Fi networking
- LMR and multimedia interoperability
- And other innovative solutions

To learn more about the T-Mobile Emergency Response Team, contact your Account Representative, call the ERT Support Hotline at or email us at

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PUBLIC SAFETY GRADE PREPAREDNESS AND RESPONSE

Strengthening emergency response plans for our public safety customers and critical infrastructure partners is a long-standing practice at T-Mobile.

Enhancing first response

Our Emergency Management and Emergency Response Team (EM/ERT) provides a full suite of first-response capabilities. Uniquely qualified and time-tested, our ERT program includes a national cache of handsets, hotspots, charging stations, and Wi-Fi equipment to help address the surge in demand for emergency management and public safety operations during major emergency events. Additionally, our national fleet of mobile deployable assets including Satellite Cell on Light Trucks (SatCOLTs), Cell-on-Wheels (COW), Portable Satellite Antenna Systems, and other tactical communications systems provide the necessary and specialized infrastructure to support government and enterprise operations. This collaborative approach not only supports our continuing capabilities to serve but also helps address the restoration of critical resources on the whole.

Sales and retail operations

We monitor the impact of events on our local stores, in order to protect the safety of our employees and customers. Depending on the unique impacts of each natural disaster, we have offered relief to affected accounts, enhanced services, free devices, and accessories to help customers and the community at large meet their communication needs. Working with local officials, our fleet of T-Mobile EM/ERT vehicles and solutions are deployed for community support efforts at evacuation centers, shelters, distribution points, and damaged stores, which can provide a point of contact for supplies and information.





Community support

During major emergency events, we do our utmost to provide more than network recovery services to the impacted communities. We mobilize internally for organized outreach. As part of these efforts, we have on our own and in partnership with other organizations made available Wi-Fi connectivity, and essential supplies, including phones, charging stations, water, food, toys for kids and much more.

- T-Mobile has invested over $2.5 million to increase our fleet size and flexibility with the goal of maximizing community support. By the end of 2023 the fleet will feature over 30 different units, some with state-of-the-art technology—allowings support when coverage is challenging.
- Most assets are equipped with technology that aggregates SIM cards and Starlink simultaneously to provide up to ½ mile Wi-Fi coverage throughout most U.S. areas. Assets also provide mobile charging solutions for a wide array of devices including phones, computers, and medical equipment.

Maintaining a dynamic approach

The T-Mobile Enterprise Continuity Program dynamically evolves over time to adapt to ever-changing events, technology, and disruptions.

24x7 ERT Hotline: 888-639-0020
GETS Users: 254-295-2220
ERTRequests@T-Mobile.com

T EMERGENCY MANAGEMENT

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EMERGENCY MANAGEMENT

TO HELP KEEP YOU CONNECTED WHEN YOU NEED IT MOST

T-Mobile Emergency Management is ready when disaster strikes. Customers can rely on dedicated personnel and critical resources to help maintain seamless connectivity to emergency services and loved ones.



WE ARE **AMERICA'S UN-CARRIER.**

We are invested in safeguarding the interests of our customers, stakeholders, and employees. We maintain an Enterprise Continuity Program to provide effective, timely responses to a wide variety of disruptive events.

Our program is centralized in its design and decentralized in its implementation, enabling us to maximize our full capabilities while taking advantage of our scale across multiple lines of business and locations to promote active involvement.



Capable device required; coverage not available in some areas and may be impacted in emergencies. Some uses may require certain plan or features; see T-Mobile.com. Fastest: Based on median, overall combined 5G speeds according to analysis by Ookla® of Speedtest Intelligence® data for Q2 2025. Ookla trademarks used under license and reprinted with permission.

Our commitment to customers and reliable service

We recognize the critical role of reliable communications and connectivity during critical events. Our Enterprise Continuity Program emphasizes adherence to business continuity principles and standards by all employees in daily operations, ensuring the uninterrupted flow of our mission-critical enterprise services.

Multiple dedicated enterprise-wide teams address various aspects of business continuity, disaster recovery, network availability, emergency response, and customer support. These teams collaborate to deliver coordinated responses to a wide range of disruptive events, maintaining our commitment to safeguarding the interests of customers, employees, and stakeholders during emergencies or significant business disruptions.

ENTERPRISE BUSINESS CONTINUITY

Enterprise business continuity

The T-Mobile Enterprise Business Continuity Program is industry-leading with proactive measures to operational risks and implement recovery solutions that minimize the impact to customers and services in the event of a disruption to business.

We maintain multiple dedicated enterprise-wide teams to address business continuity, incident management, disaster recovery, network availability, emergency response, and customer support. These teams work in partnership to provide coordinated and effective responses to a wide variety of disruptive events. This ensures our continued focus on safeguarding the interests of our customers, employees, and stakeholders during an emergency or significant business disruption.

The T-Mobile Enterprise Business Continuity Program addresses the full range of natural and man-made hazards that could impact employees, customers, operations, and assets across the country.

T-Mobile uses information obtained through Business Impact Analysis (BIA) and the development of business continuity strategies to preserve critical business processes that are required in the face of a disaster.

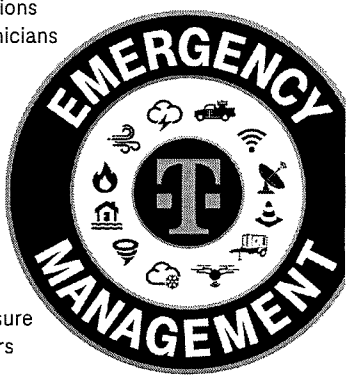
- Business continuity and disaster recovery strategic direction
- Annual enterprise business continuity project initiation and oversight
- Annual business impact analysis to evaluate processes and dependencies
- Business continuity plan development, maintenance, and exercising awareness and training programs
- Public relations and crisis response and resumption
- Coordination with public and private external agencies
- Incident Command Structure (ICS) integrated into each engineering team

Caring for communities drives how we prepare for and respond to disaster events.

When severe weather threatens, T-Mobile acts before an impact occurs. A highly detailed Emergency Operations Plan is in place nationwide to maximize resource availability and reduce response time.

Preparation focused—always ready

- Teams of weather scientists to analyze storm conditions before they happen
- A network hardened to endure extreme weather events
- Readiness of emergency network assets to provide immediate coverage solutions
- Thousands of skilled technicians and engineers to speed network recovery
- Forward deployment of resources creating safe zones for the public and first responders
- Partnership with FEMA, state, and local agencies with preparation and recovery assistance to ensure support for first responders



Solutions to respond

- Deployment of emergency asset solutions such as Satellite COLTs and COWs, portable generators, quick deploy satellites, and microwave solutions
- Wireless solution strategies to assist first responders in disaster response
- Coordination with federal, state, and local officials providing recovery support quickly in hardest hit areas
- Support impacted communities with customized wireless solutions for any type of emergency need
- Deployment of emergency wireless technicians to quickly restore impacted markets



T-MOBILE FOR GOVERNMENT

Customer Information		Sales Representative Information	
Customer Name:	Warren Fire Dept	**Name & Title:**	Dan Janer
Financial Contact Name:	Bill Alter	**Phone:**	248-982-2870
Address:	29900 S Civic Center Blvd	**Email Address:**	Daniel.Janer1@t-mobile.com
City:	Warren		
State:	MI	**Remit To Address:**	T-MOBILE USA INC
Zip:	48093	**Vendor PO Address:**	PO BOX 742596, Cincinnati, OH 45274-2596
Financial Contact Phone:	(313) 305-4500	**Tax ID#**	91-1983600
Email Address:	walter@warrenfiredept.org	**Contract Number:**	
Acct # (if applicable):	-		

Quote Date	Expiration Date	Contract Vehicle	Discounts: Monthly Recurring Charge
10/3/2024	12/31/2024	NASPO	15%

Qty.	Device/Hardware	SRP	Discount	Net Price	N/A	Subtotal
32	iPhone 14	$629.99	($629.99)	$0.00		$0.00
3	Jextream MiFi Xpro	$284.00	($284.00)	$0.00		$0.00
6	Data SIM ONLY	$0.00	$0.00	$0.00		$0.00
2	FX3100 Router	$399.99	($399.99)	$0.00		$0.00
					Total Hardware Cost	**$0.00**

Qty.	Rate Plan	MRC	Discount	Net Price	Price/Month	Subtotal
32	Ivanti Neurons MDM+MTD	$5.50	$0.00	$5.50		$176.00
0						
32	GOVADVANC	$35.00	($5.25)	$29.75		$952.00
9	GVUNLMI	$35.00	($5.25)	$29.75	0	$267.75
2	GOVUNLINT	$45.00	($6.75)	$38.25	0	$76.50
					Price/Month	**$1,472.25**

Total/Month	**$1,472.25**

T-MOBILE FOR GOVERNMENT

FIRE DEPARTMENT
T-MOBILE/CONNECTING HEROES PROPOSAL WITH iPHONE 14 (128GB) PHONES

FIRE DEPARTMENT				
PLAN DESCRIPTION	**QTY**	**PER UNIT MONTHLY COST**	**TOTAL MONTHLY COST**	**ANNUAL COST**
Mobile Device Manager (Ivanti Neurons MDM+MTD)	32	$ 5.50	$ 176.00	$ 2,112.00
T-Mobile Unlimited Voice, Text, Data (GovADVANC)	32	$ 29.75	$ 952.00	$ 11,424.00
HotSpot & Data Sim (GVUNLMI)	9	$ 29.75	$ 267.75	$ 3,213.00
Router (GOVUNLINT)	2	$ 38.25	$ 76.50	$ 918.00
Estimated Fees (Admin, Regulatory, surcharges, etc.)	32	$ 5.00	$ 160.00	$ 1,920.00
		Subtotal:	**$ 1,632.25**	**$ 19,587.00**

INITIAL EQUIPMENT	**QTY**	**UNIT COST**	**UNIT CREDIT**	**ONE-TIME COST**
iPhone 14 (128gb)	32	$ 629.99	$ (629.99)	$ -
T-Mobile Jextream MiFi X Pro 5G - HotSpot	3	$ 284.00	$ (284.00)	$ -
FX3100 Router	2	$ 399.99	$ (399.99)	$ -
Data Sim Only	6	$ -	$ -	$ -
			Subtotal:	**$ -**

GRAND TOTAL (One Year):	**$ 19,587.00**

GRAND TOTAL (5 Years):	**$ 97,935.00**

FIRE DEPARTMENT ACCOUNT:	**101-1336-85300**

RESOLUTION

Document No: STA-W-1365
Product or Service: T-Mobile Connecting Heroes Mobile Phones and Service Plans
Department: Fire

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

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

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

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

Upon performing a diligent inquiry, the Fire Commissioner has determined that is it necessary in the interests of the Fire Department, and the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The Fire Department is seeking to purchase thirty-two (32) iPhone 14 mobile devices, three (3) Jextream Hot Spots, two (2) each FX3100 Routers, and six (6) Data Sim Cards, along with data and mobile plans, for a five (5) year period, to be used by its staff.

All devices, accessories, and mobile plans will be purchased from T-Mobile, USA, Inc., PO Box 742596, Cincinnati, OH 45274-2596, utilizing the NASPO Cooperative Contract #MA210000000680 in the estimated annual costs shown in the attached tables. The agreement shall be for a five (5) year period, commencing on December 1, 2024, at the estimated prices shown in the attached tables.

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

Funds are available in the following Account: 101-1336-85300.

IT IS RESOLVED, that the cooperative purchase from T-Mobile is hereby approved by City Council in the estimated amounts shown on the attached tables.

IT IS FURTHER RESOLVED, that the Fire Department will be turning in its current thirty-one (31) iPhones and receive credits from T-Mobile's e-Waste provider. The credits will be placed in the appropriate Account that was used to pay for the initial purchase of the iPhones.

IT IS FURTHER RESOLVED, that the award to AT&T under STA-W-1025 has been rescinded, effective December 1, 2024.

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

☐ Cooperative Bid Document
X NASPO Agreement
X Resolution

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

AYES: Councilmembers: _____

_____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this_____day of_____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

FIRE DEPARTMENT
T-MOBILE/CONNECTING HEROES PROPOSAL WITH iPHONE 14 (128GB) PHONES

FIRE DEPARTMENT				
PLAN DESCRIPTION	**QTY**	**PER UNIT MONTHLY COST**	**TOTAL MONTHLY COST**	**ANNUAL COST**
Mobile Device Manager (Ivanti Neurons MDM+MTD)	32	$ 5.50	$ 176.00	$ 2,112.00
T-Mobile Unlimited Voice, Text, Data (GovADVANC)	32	$ 29.75	$ 952.00	$ 11,424.00
HotSpot & Data Sim (GVUNLMI)	9	$ 29.75	$ 267.75	$ 3,213.00
Router (GOVUNLINT)	2	$ 38.25	$ 76.50	$ 918.00
Estimated Fees (Admin, Regulatory, surcharges, etc.)	32	$ 5.00	$ 160.00	$ 1,920.00
		Subtotal:	**$ 1,632.25**	**$ 19,587.00**

INITIAL EQUIPMENT	**QTY**	**UNIT COST**	**UNIT CREDIT**	**ONE-TIME COST**
iPhone 14 (128gb)	32	$ 629.99	$ (629.99)	$ -
T-Mobile Jextream MiFi X Pro 5G - HotSpot	3	$ 284.00	$ (284.00)	$ -
FX3100 Router	2	$ 399.99	$ (399.99)	$ -
Data Sim Only	6	$ -	$ -	$ -
			Subtotal:	**$ -**

GRAND TOTAL (One Year):	**$ 19,587.00**

GRAND TOTAL (5 Years):	**$ 97,935.00**

FIRE DEPARTMENT ACCOUNT:	**101-1336-85300**

CITY ATTORNEY'S OFFICE
One City Square, Suite 400
Warren, MI 48093-5285
(586) 574-4671
Fax (586) 574-4530
www.cityofwarren.org

November 6, 2024

Hon. Lori M. Stone
Mayor

Ms. Mindy Moore
Council Secretary

Re: Resolution Authorizing Suspension of Civic Center Atrium Rentals Pending Completion of DDA Review and Revision of Rules and Policies on Atrium Use and Rentals

Dear Mayor Stone and Secretary Moore:

Attached is a collaborate resolution for the atrium to be reserved solely for governmental purposes and events, and to suspend all rentals until such time as the DDA completes its review and revision of the atrium uses and policies.

The DDA property reserves to the City of the Warren the right to exercise its affairs. The atrium is an area used for governmental uses, public access to governmental facilities and City-sponsored events. The rentals to third parties has brought revenue to the city and a convenient venue to businesses, but the policies have not adequately safeguarded the City's interests and expanded the character of the atrium, often leading to conflict, interference with governmental affairs, and even litigation.

The resolution proclaims the joint interest of the Mayor and Council in preserving the atrium solely for governmental uses and events until and if the DDA revises rental rules that adequately safeguard the City's interests. Enclosed meeting rooms would not be subject to the resolution provided the public is not subjected to the activity in the meeting room or to any viewpoints.

Please submit the resolution to Council for its meeting on November 12, 2024.

Respectfully,
Mary Michaels
Mary Michaels
Acting City Attorney

cc: David Muzzarelli, Public Service Director
Jeff Reeves, Building Director
Jennifer Pierce, Attorney III

Approved:
Tom Bommarito, DDA Director

Approved:
Lori M. Stone, Mayor

RESOLUTION FOR SUSPENSION OF CIVIC CENTER ATRIUM RENTALS PENDING DDA RENTAL RULES AND POLICIES

At a Regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on November 12, 2024, at 7 p.m., _____ 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 _____.

The City of Warren administrative building, the Civic Center, is owned by the City of Warren Downtown Development Authority, subject to rights of the City of Warren to conduct its affairs. The City of Warren has made productive use of the atrium for city-sponsored events, activities, and commemorations. The atrium also served as a public gateway to city offices, and facilities such as the library and provides expanded space for library patrons and persons conducting business at the city.

The DDA has opened the atrium to third parties for meetings, rentals, occasion photos or catered events, and other specific genres of users. The DDA adopted rules and rental policies that restricts the space to certain forms of use but the restrictions have not adequately safeguarded the City's overriding interest in the governmental space.

Over the years, the rental policies have inadvertently expanded the purposes for the atrium and to classes of groups, creating the public perception that the atrium is for viewpoint messaging, leading to conflict and even litigation.

The expanded uses of the atrium often interferes with governmental uses and the publics' use the atrium for purposes incidental to governmental business.

The Council seeks to have the atrium reserved for City affairs, and to avoid uses that expand the character and nature of the space or compromise the City's exercise of affairs in the area.

The Mayor joins Council in pursuit of clarity in the use of the atrium and protect the character and nature of the area.

Council acknowledges that the DDA is reviewing its rental policies and rules, and pending completion of new rules on atrium uses. Council acknowledges that meeting rooms that are enclosed and separate from the atrium or public are not subject to this resolution provided the public is not exposed to any viewpoint messages.

THEREFORE, IT IS RESOLVED that pending completion of new rental policies and procedures, the City Council and Mayor seek to exercise complete control over the atrium use for governmental purposes and events, pending the DDA establishing new rental rules that that would adequately safeguard the City's interests.

IT IS FURTHER RESOLVED, that no rental applications shall be accepted, processed or renewed for purposes unrelated to City use or activities, pending new DDA rental rules and policies, and measures are authorized to terminate any pending rental agreements.

AYES:_____

NAYES:_____

RESOLUTION DECLARED ADOPTED this of 12th day of November, 2024.

_____

Mindy Moore
Secretary of Council

CERTIFICATION

STATE OF MICHIGAN)
)SS
COUNTY OF MACOMB)

I, SONJA BUFFA, 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 November 12, 2024.

_____
Sonja Buffa
City Clerk