

MEMORANDUM

DATE: October 11, 2024

TO: Mindy Moore, Council Secretary

RE: Appointee to Beautification Commission

City Council:

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

Name	Appointment	Date of Expiration
Jaclyn Bialokur	New Appointment	June 30, 2027

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

Respectfully submitted,



Lori M. Stone
Mayor

Cc: Clerk
Beautification Commission

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Wed 3/13/2024 11:16 AM

To: Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Beautification

Name

JACLYN BIALOKUR

Address

[REDACTED]
WARREN, MI [REDACTED]
[Map It](#)

Home Phone

[REDACTED]

Cell Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

7

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

Republic Services (2018)- Working in the environmental/public health industry. Daily responsibilities include meeting state and federal laws and regulation regarding industrial waste.

Education

Bachelor of Science Biology (2013)

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

None

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

None


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

Have you ever been convicted of a felony?

- No

Warren, MI (Property Address)

Parcel Number: Account Number:



Item 1 of 21 Image / 1 Sketch

Customer Name: BIALOKUR & JACLYN

Summary Information

> Residential Building Summary

- Year Built: 1965

- Bedrooms: 3

- Full Baths: 1

- Half Baths: 1

- Sq. Feet: 1,588

- Acres: 0.451

> Utility Billing information found

> Assessed Value: \$113,870 | Taxable Value: \$43,846

> Property Tax information found

> 3 Building Department records found

Owner Information

BIALOKUR & JACLYN

Warren, MI

Amount Due

Property Total \$0.00

Permits

To request an inspection or pay on a record, click View

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
RES - ROOF	PB23-001346		Finaled	8/18/2023	11/28/2023	\$0.00	View
Electrical	PE12-213883		Closed	6/25/2012	7/16/2012	\$0.00	View
Mechanical	PM12-101403		Finaled	6/25/2012	7/16/2012	\$0.00	View

1

Displaying items 1 - 3 of 3

[Apply for a Permit](#)

Attachments

Date Created	Title	Record	
3/7/2012	ZBA RESULTS 5 27 1992		View

1

Displaying items 1 - 1 of 1


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Owner and Taxpayer Information

Owner

BIALOKUR & JACLYN
Warren, MI

Taxpayer

SEE OWNER INFORMATION

Legal Description

SUPERVISORS PLAT OF CASS FARMS LOT 50 L.19 P.29

Other Information

Recalculate amounts using a different Payment Date

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

Enter a Payment Date

10/8/2024

Recalculate

Tax History


Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Summer	\$2,438.26	\$2,438.26	09/18/2024	\$0.00
2023	Winter	\$67.29	\$67.29	01/17/2024	\$0.00
2023	Summer	\$2,305.97	\$2,305.97	09/15/2023	\$0.00
2022	Winter	\$60.72	\$60.72	12/13/2022	\$0.00
2022	Summer	\$2,095.34	\$2,095.34	08/28/2022	\$0.00
2021	Winter	\$138.00	\$138.00	01/10/2022	\$0.00
2021	Summer	\$2,122.54	\$2,122.54	09/08/2021	\$0.00
2020	Winter	\$63.18	\$63.18	12/15/2020	\$0.00
2020	Summer	\$2,142.19	\$2,142.19	08/18/2020	\$0.00
2019	Winter	\$58.87	\$58.87	01/17/2020	\$0.00
Load More Years					

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Item 1 of 21 Image / 1 Sketch

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UB Customer Name: OCCUPANT

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Customer Information

Name OCCUPANT

Address Warren, MI Account Number

Amount Due

Total Amount Due \$0.00

[Pay Now](#)

Current Bill

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

Amount Due	\$0.00	Bill From	07/31/2024	
Due Date	09/30/2024	Bill To	08/30/2024	
Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER	\$0.00	\$0.00	\$0.00	\$0.00
SEWER SERVICE CHARGE	\$0.00	\$0.00	\$0.00	\$0.00
STATE MANDATED FEE	\$0.00	\$0.00	\$0.00	\$0.00
WATER	\$0.00	\$0.00	\$0.00	\$0.00
WATER SERVICE CHARGE	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00

History (389 Items Found)

Starting Date

Ending Date

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

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
9/30/2024	Meter Read	Water		1059.00	8.00	\$0.00	\$0.00
9/18/2024	Payment Posted	0005229082		0.00	0.00	(\$97.19)	\$0.00
9/13/2024	Bill Calculated	07/31/24-08/30/24		0.00	0.00	\$97.19	\$97.19
8/30/2024	Meter Read	Water	Auto Read	1051.00	10.00	\$0.00	\$0.00
8/30/2024	Payment Posted	R24-256499		0.00	0.00	(\$97.19)	\$0.00
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	\$97.19	\$97.19
7/31/2024	Meter Read	Water	Auto Read	1041.00	10.00	\$0.00	\$0.00
7/18/2024	Payment Posted	R24-195610		0.00	0.00	(\$99.16)	\$0.00
7/12/2024	Bill Calculated	05/30/24-06/30/24		0.00	0.00	\$99.16	\$99.16
6/30/2024	Meter Read	Water	Auto Read	1031.00	11.00	\$0.00	\$0.00
6/14/2024	Payment Posted	R24-153002		0.00	0.00	(\$107.91)	\$0.00
6/11/2024	Bill Calculated	04/29/24-05/30/24		0.00	0.00	\$107.91	\$107.91
5/31/2024	Payment Posted	R24-137887		0.00	0.00	(\$72.91)	\$0.00

Usage History Chart



LORI M. STONE - MAYOR

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

October 10, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

Re: Proposed Resolution Authorizing an Easement Use Agreement between the Red Run Intercounty Drain Drainage District and the City of Warren

Dear Council Secretary Moore:

Attached please find the above-referenced proposed resolution to approve an agreement with the Red Run Intercounty Drainage District related to the city's plan to construct and maintain a skate park on the grounds of Eckstein Park. In 1955, the District acquired a permanent easement for storm drainage purposes that runs through a portion of Eckstein Park. The Easement Use Agreement permits the City to place a portion of the skate park within the easement, in accordance with its terms.

The Agreement terms are revocable if the city removes the improvements from the land and shall run with the land and be binding upon and inure to the benefit of each of the parties and their respective agents, successors, and assigns, and shall be recorded in the Register of Deeds Office, Macomb County, Michigan, as a condition precedent to its effectuation.

If acceptable, please submit the proposed resolution and corresponding agreement to Council for its meeting on Tuesday, October 22, 2024.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Laura Sullivan".

Laura Sullivan
Assistant City Attorney

ID 108469 LS

Cc: David Muzzarelli, Dir. Of Public Service
Craig Treppa Purchasing Agent

Tina Gapshes, City Engineer
David Wirth, Civil Engineer

Read and Concur:

A handwritten signature in blue ink, appearing to read "Mary Michaels".

Mary Michaels
Acting City Attorney

Approved:

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

Lori M. Stone, Mayor

**RESOLUTION TO APPROVE AND EXECUTE AN EASEMENT USE AGREEMENT WITH THE
RED RUN INTERCOUNTY DRAIN DRAINAGE DISTRICT FOR THE SKATE PARK
CONSTRUCTION IN ECKSTEIN PARK**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, at 7 p.m. Eastern Daylight Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan 48092.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

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

On July 26, 2023, the City of Warren contracted with Evergreen Skateparks, LLC to design, engineer, and construct a skate park in Eckstein Park, located at 31810 Davy, Warren, MI 48092 pursuant to RFP-W-0453.

On July 27, 1955, the Red Run Intercounty Drain Drainage District acquired a permanent easement for storm drainage purposes that runs through a portion of Eckstein Park. See Exhibit A to the proposed Easement Use Agreement, which is attached.

The City desires to construct and maintain a portion of the skate park within the easement, as depicted in the site plan prepared by MEARS Design Group, LLC and Evergreen Skate Parks, LLC. See Exhibit B to the Easement Use Agreement.

The Red Run Intercounty Drain Drainage District does not object to the placement of the skate park within the easement and is willing to enter into an agreement with the City memorializing the terms of use.

The City Engineer is recommending the City accept the Easement Use Agreement.

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

AYES: Councilpersons: _____

NAYS: Councilpersons: _____

RESOLUTION DECLARED ADOPTED this 22nd day of October, 2024.

MINDY MOORE
Secretary of the Council

ID 108467

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly appointed 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

EASEMENT USE AGREEMENT

This Agreement made and entered into this _____ day of _____, 2024 (“Effective Date”) by and between the **CITY OF WARREN**, a Michigan Municipal Corporation, whose address is One City Square, Warren, Michigan 48093 (“Owner”) and the **RED RUN INTERCOUNTY DRAIN DRAINAGE DISTRICT**, a Michigan Statutory Corporation, acting through the Drainage Board for the Red Run Intercounty Drain (“Drain”) pursuant to Chapter 21 of Act No. 40 of the Public Acts of 1956, as amended (Michigan Drain Code), (the “District”), whose address is the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan, 48328-1907.

WITNESSETH:

WHEREAS, Owner is the owner of certain property as tenants by the entirety, said property being more particularly described as:

ASSESSORS ADDITION BLOCK 7 THAT PART OF LOT 12 LYING N&E OF
RED RUN DRAIN EXC SWLY 4.7796 ACRES FOR RED RUN DRAIN
EASEMENT 3.6453A

Commonly known as: 31948 Mound Road, Warren, Michigan 48092
Tax ID: 12-13-04-326-001

WHEREAS, there is located over said property permanent easement(s) for storm drainage purposes, said easement having been granted to the

District as recorded in Book 1008, pages 262-303, Macomb County Records and attached as Exhibit A; and,

WHEREAS, Owner acknowledges and accepts the rights of the District in permanently maintaining control and usage of said easement(s); and

WHEREAS, Owner desires to construct and maintain a flood basin, 4-inch, 6-inch, and 12-inch storm drainage lines, seven (7) outfall structures, a floor drain, poured-in-place concrete skate park, concrete walkway, railings, landscaping and related appurtenances hereinafter referred to as the “Improvements” within said easement; and

WHEREAS, the District does not object to the placement of said Improvements within the easement(s) as approved at its Board meeting on

_____.
NOW, THEREFORE, in consideration of the premises and covenants and undertakings hereinafter contained, and for **ONE DOLLAR (\$1.00)**, receipt of which is hereby acknowledged, Owner and District mutually agree as follows:

- 1) Owner shall be allowed to construct and maintain the Improvements within said easement(s) as depicted in the attached site plan prepared by Mears Design Group, LLC and Evergreen Skateparks, Job No. 2339, dated April 16, 2024, and approved by the District (Exhibit B). Said Improvements to be used for Owner’s purposes, and shall further be subject to the following conditions:

- a) Owner shall not change or modify the Improvements located within the easement without prior approval from the District.
 - b) Owner shall notify the District 48 hours prior to construction to arrange inspection as may be necessary.
 - c) Owner shall obtain a permit from the District for said construction, if required.
 - d) Owner shall not change the grade within the easement to interfere with or impede the flow of surface drainage.
 - e) Owner shall have the limits of the easement staked by a qualified surveyor prior to construction.
 - f) Owner's obligations shall cease upon removal of the improvements from easement.
- 2) The Improvements and all related appurtenances shall be subject to the paramount rights of the District.
- 3) Except as permitted by this agreement, the Owner shall not build or convey to others permission to build any permanent structures in or on the easement area. As used herein, the term "permanent structures" shall include, by way of example but not limitation, buildings, additions, retaining walls or other structures which require footings or structures that impair, obstruct, or adversely affect the rights of the District under said easement. Notwithstanding anything else contained herein, in the event it becomes necessary for the District, its agents or assigns to maintain, operate, repair, clean, enlarge, relocate, or otherwise improve the Drain, and in doing so it requires the removal disassembly, disturbance or destruction of the Improvements located within the easement, the Owner shall be solely responsible for any increased costs to the District and all costs associated with the restoration of said Improvements.

- 4) To the extent permitted under Michigan Law, Owner shall indemnify, defend and hold harmless the District against any and all losses, liability, actions, claims, demands, costs, expenses, injuries or damages of any kind whatsoever which may be brought or made which shall be caused by or arise out of any use of the easement by Owner's employees, contractors, guests, visitors, invitees, licensees, and any other person coming upon the easement with the exception of those persons coming upon the Premises at the direction of District.
- 5) Owner shall acknowledge and further hold harmless the District for any and all costs and expenses incurred in and arising out of any use of the easement for any of the purposes legally allowed arising out of the existence of said easement.
- 6) Owner shall be responsible for any damage to District facilities due to construction or future use of the Improvements.
- 7) Prior to the Effective Date of this agreement and continuing for the duration of construction of the Improvements within the easement, Owner shall obtain and maintain General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 dollars aggregate protecting the District from any and all claims arising from the construction of the Improvements. The Owner will provide proof of insurance to District prior to construction within the easement.
- 8) Owner and/or its contractor shall be responsible for and obtain any permits, approvals or clearances as may be required from federal, state or local authorities, the public utilities and private property owners.
- 9) The terms, conditions, covenants and other provisions contained in this Agreement are revocable if Owner removes improvements from the easement and shall run with the land and be binding upon and inure to the benefit of each of the parties hereto and their respective agents, successors and

assigns; further, this instrument shall be recorded in the Register of Deeds Office, Macomb County, Michigan, as a condition precedent to effectuation of the Agreement.

(Remainder of this page intentionally left blank)

ID 108468 LS

IN WITNESS WHEREOF, the **Owner** has hereunto affixed his signature this _____ day of _____, A.D., 2024.

Owner

CITY OF WARREN, a Michigan Municipal Corporation

By: Lori M. Stone
Its: Mayor

By: Sonja Djurovic Buffa
Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

On this ____ day of _____, 2024, before me a Notary Public, personally appeared Lori M. Stone, Mayor and Sonja Djurovic Buffa, Clerk of the City of Warren, a Michigan Municipal Corporation, known to me to be the persons who executed the within instrument and who acknowledged the same to be their free act and deed.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

(Additional signatures on following page)

IN WITNESS WHEREOF, the **District** has hereunto affixed its signature this
_____ day of _____ A.D., 2024.

District

RED RUN INTERCOUNTY DRAIN
DRAINAGE DISTRICT, acting through
the Red Run Intercounty Drain Drainage
Board

By: Michael R. Gregg
Its: Chairperson

STATE OF MICHIGAN)
COUNTY OF _____) ss

On this ____ day of _____, 2024, before me a Notary Public, personally appeared Michael R. Gregg, Chairperson of the RED RUN INTERCOUNTY DRAIN DRAINAGE BOARD, known to me to be the person who executed the within instrument and who acknowledged the same to be their free act and deed.

_____, Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

This instrument drafted by:
Jeffrey S. Parrott, Supervisor Right of Way
Office of the Oakland County Water Resources Commissioner
Building 95 West
One Public Works Drive
Waterford, Michigan 48328-1907

EXHIBIT A

Exhibit A

RECORDED AT 9:30 O'CLOCK A.M. BOOK 1008 PAGE 262
JUL 26 1955 LIBER 3393 PAGE 9
AARON BURR
REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN QUITCLAIM DEED

58034

238901

THIS INDENTURE made this 27th day of June, 1955,

by and between the UNITED STATES OF AMERICA, acting by and through its Secretary of the Army, hereinafter called the GRANTOR, and the DRAINAGE BOARD OF THE RED RUN DRAIN, Oakland County Office Building, Pontiac, Michigan, created and existing under authority of provisions of Chapter XVIII, Act No. 316, Michigan Public Acts of 1923, as amended, hereinafter called the GRANTEE:

WITNESSETH:

WHEREAS, the GRANTEE, pursuant to a resolution duly passed on 12 January 1950, requested the UNITED STATES OF AMERICA, through the Secretary of the Army, to acquire all lands, easements, rights-of-way and highway, railway and utility relocation areas necessary for the Red Run Channel Improvement Project for Flood Control to facilitate and expedite the completion of said project, and,

WHEREAS, the GRANTEE, by resolution duly passed on 14 March 1950, resolved to transfer to the District Engineer, Detroit District, Corps of Engineers, the sum of FOUR HUNDRED EIGHTY-FOUR THOUSAND and 00/100 (\$484,000.00) DOLLARS, said funds having been actually paid to the Treasurer of the United States of America 15 March 1950, and,

WHEREAS, the UNITED STATES OF AMERICA, under authority of "The Flood Control Act of 1948", Public Law 858, 80th Congress, 2nd Session, approved 30 June 1948, and Acts of Congress approved 24 April 1888 (25 Stat. 94; 33 U.S.C., Sec. 591); August 8, 1917 (40 Stat. 267; 33 U.S.C., Sec. 593); July 18, 1918 (40 Stat. 911; 33 U.S.C., Sec. 594), applicable to flood control by the Acts of Congress approved March 1, 1917 (39 Stat. 948; 33 U.S.C., Sec. 701); and August 18, 1941 (55 Stat. 650; 33 U.S.C., Sec. 701c-2) and under the authority of the Act of Congress approved June 28, 1938 (52 Stat. 1215; 33 U.S.C. 701c-1) as amended by

RECORDED
OAKLAND COUNTY, MICHIGAN
REGISTER OF DEEDS RECORDS
1955 AUG 26 PM 3 35
/s/ Orrin McQuaid
ORRIN MCQUAID
Register of Deeds

(SEAL AFFIXED)

L. 2770 }
P. 91 } Shows an example
of the orig. ease. grant
from the owner to USA

the aforesaid Public Law No. 858 authorizing the Project, acquired possession of the property in Civil Actions No. 9229, styled United States of America vs 384.71 acres in the Townships of Warren, Sterling and Clinton, Macomb County, Michigan, and Joseph Martin, et al, and No. 9563, styled United States of America vs 232.1 acres in Township of Warren, Macomb County and in Township of Royal Oak, Oakland County, Michigan, and Carter C. Curtis, et al, Defendants, filed in the District Court of the United States for the Eastern District of Michigan, Southern Division, and subsequently in said Civil Actions, acquired title to such lands, easements, and rights-of-way necessary for the construction and operation of the Project in order to expedite the protection of the lives and social security of the people in the Red Run Drainage District from disastrous floods, and,

WHEREAS, the Red Run Channel Improvement Project is now completed and in operation, and the GRANTEE, pursuant to a resolution passed on the 10 day of November, 1954, has formally requested the UNITED STATES OF AMERICA to convey to the DRAINAGE BOARD OF THE RED RUN DRAIN, all of the lands, easements, rights-of-way and highways, roadways and utility relocation areas, which were acquired for the construction, operation and maintenance of the Project, for which the GRANTEE has fully paid,

NOW, THEREFORE, the UNITED STATES OF AMERICA, acting by and through its SECRETARY OF THE ARMY, under and by authority in him vested by Section 205 of Public Law 253, 80th Congress, approved July 26, 1947, and Public Law 858, 80th Congress, approved 30 June 1948, in consideration of the premises and for and in consideration of the sum of One Dollar (\$1.00) paid by GRANTEE, the receipt of which is hereby acknowledged, does by these presents remise, release and quitclaim unto the said GRANTEE and to its successors and assigns forever, the following described property, situate in the Counties of Macomb and Oakland, State of Michigan, to wit:

MACOMB COUNTY, MICHIGANTRACT NO. A-1*A-100 E*

Commencing at the Southwest corner of Section 19, thence North $0^{\circ} 54' 40''$ West along the Section line 495.06 feet, thence South $60^{\circ} 14' 10''$ East along the center line of Utica Road, 268.36 feet, thence North $50^{\circ} 01' 50''$ East 63.95 feet to the Point of Beginning, thence North $50^{\circ} 01' 50''$ East 86.05 feet to the center line of the Clinton River, thence South $64^{\circ} 53' 50''$ East along the center line of the Clinton River 336.34 feet to the center line of Red Run, thence South 57° West along the center line of Red Run 119.61 feet, thence North $60^{\circ} 14' 10''$ West 300.00 feet to the Point of Beginning. Containing 0.697 acres, Section 19, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan.

TRACT NO. A-3*A-101 E - 1*

Commencing at the Southwest corner of Section 19, thence North $0^{\circ} 54' 40''$ West 495.06 feet, thence South $60^{\circ} 14' 10''$ East 268.36 feet to the Point of Beginning, thence North $50^{\circ} 01' 50''$ East 63.95 feet; thence South $60^{\circ} 14' 10''$ East 308.72 feet; thence South 57° West 67.48 feet, thence South $60^{\circ} 14' 10''$ East 177.79 feet; thence South $62^{\circ} 22' 20''$ West 71.23 feet; thence North $60^{\circ} 14' 10''$ West 170.29 feet; thence North 57° East 67.48 feet; thence North $60^{\circ} 14' 10''$ West 300.00 feet to the Point of Beginning. Containing .706 acres. Said land being in T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan.

TRACT NO. A-4*A-102 E*

Beginning at the Northwest corner, Section 30; thence North $0^{\circ} 54' 40''$ West 79.52 feet, thence North $34^{\circ} 55' 40''$ East 359.04 feet, thence South $60^{\circ} 14' 10''$ East 354.02 feet, thence South 57° West 70.32 feet, thence South $60^{\circ} 14' 10''$ East 172.33 feet, thence South $62^{\circ} 22' 20''$ West 264.04 feet, thence South $59^{\circ} 15' 53''$ West 171.80 feet, thence South $4^{\circ} 23' 50''$ West 6.68 feet, thence South $79^{\circ} 10'$ West 108.58 feet, thence South $15^{\circ} 40' 20''$ West 320.83 feet, thence South $88^{\circ} 43' 40''$ West 14.91 feet, thence North $1^{\circ} 33' 50''$ West 467.15 feet to the Point of Beginning. Containing 6.34 acres, Sections 19 and 30, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan.

TRACT NO. A-5*A-103 E*

Beginning at the Northeast corner of Section 25, thence South $1^{\circ} 33' 50''$ East 1040.13 feet, thence South $17^{\circ} 22'$ West 25.97 feet, thence South $26^{\circ} 52' 40''$ West 668.94 feet, thence South $86^{\circ} 50' 50''$ West 403.32 feet, thence North $21^{\circ} 42'$ East 849.76 feet, thence North $9^{\circ} 25' 20''$ East 393.08 feet, thence North $16^{\circ} 32' 40''$ East 520.68 feet, thence North $34^{\circ} 55' 40''$ East 505.02 feet, thence South $60^{\circ} 14' 10''$ East 9.95 feet, thence South $34^{\circ} 55' 40''$ West 359.04 feet, thence South $0^{\circ} 54' 40''$

East 96.44 feet to the Point of Beginning. Containing 11.71 acres and situated in Sections 24, 25, T. 2 N., R. 12 E., Township of Sterling and in Section 19, T. 2 N., R. 13 E., Township of Clinton, Macomb County, Michigan.

TRACT NO. A-6*A-101E-2*

Commencing at the Southwest corner of Section 19, thence North $0^{\circ} 54' 40''$ West 96.44 feet; thence North $34^{\circ} 55' 40''$ East 284.07 feet to the Point of Beginning, thence North $34^{\circ} 55' 40''$ East 60.20 feet; thence South $60^{\circ} 14' 10''$ East 363.97 feet; thence South $57^{\circ} 00'$ West 67.48 feet; thence North $60^{\circ} 14' 10''$ West 338.47 feet; to the Point of Beginning. Containing 0.484 acres, Section 19, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan.

TRACT NO. A-7*A-104E*

Commencing at the Northwest corner of Section 30, thence South $1^{\circ} 33' 50''$ East 467.15 feet, thence North $88^{\circ} 43' 40''$ East 14.91 feet to the Point of Beginning, thence North $15^{\circ} 40' 50''$ East 320.83 feet, thence North $79^{\circ} 10'$ East 84.90 feet, thence South $10^{\circ} 49' 10''$ East 225.35 feet, thence South $17^{\circ} 22'$ West 104.37 feet, thence South $88^{\circ} 43' 40''$ West 181.26 feet to the Point of Beginning. Containing 1.06 acres. Section 30, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan.

TRACT NO. A-8*A-105E*

Commencing at the Northwest corner of Section 30, thence South $1^{\circ} 33' 50''$ East 467.15 feet to the Point of Beginning of this description; thence North $88^{\circ} 43' 40''$ East 196.17 feet; thence South $17^{\circ} 22'$ West 225.53 feet, thence South $88^{\circ} 43' 40''$ West 123.00 feet; thence North $1^{\circ} 33' 50''$ West along the Section line, 213.72 feet to the Point of Beginning. Containing 0.776 acres, Section 30, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan.

TRACT NO. A-9*A-106E*

Commencing at the Northwest corner of Section 30, thence South $1^{\circ} 33' 50''$ East 680.87 feet to the Point of Beginning of this description; thence North $88^{\circ} 43' 40''$ East 123.00 feet; thence South $17^{\circ} 22'$ West 217.33 feet, thence South $88^{\circ} 43' 40''$ West 52.49 feet, thence North $1^{\circ} 33' 50''$ West 205.93 feet to the Point of Beginning. Containing 0.338 acres, Section 30, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan.

TRACT NO. A-10*A-107E*

Commencing at the Northwest corner of Section 30; thence South $1^{\circ} 33' 50''$ East, 886.80 feet to the Point of Beginning of this description, thence North $88^{\circ} 43' 40''$ East 52.59 feet, thence South $17^{\circ} 22'$ West 161.79 feet, thence North $1^{\circ} 33' 50''$ West 153.37 feet to the Point of Beginning. Containing 0.092 acres, Section 30, T. 2 N., R. 13 E., Clinton Township, Macomb County, Michigan.

TRACT NO. A-11 BOOK 1008 PAGE 266
 A-108

Beginning at the center 1/4 post, Section 25, thence North 0° 11' West 1074.80 feet, thence North 86° 50' 50" East 2336.86 feet, thence South 20° 52' 40" West 588.20 feet, thence South 65° 13' 20" West 1059.34 feet, thence South 81° 20' West 908.79 feet, thence South 38° 08' West 97.00 feet, thence South 87° 10' 30" West 212.31 feet to the Point of Beginning. Containing 44.18 acres, Section 25, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. A-12 A-109E

Beginning at the center 1/4 post of Section 25, thence South 86° 56' 20" West 399.11 feet, thence North 41° 15' 30" East 603.22 feet, thence South 0° 11' East 431.81 feet to the Point of Beginning. Containing 1.98 acres, Section 25, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. A-13 A-113E

Commencing at the Southwest Section corner, thence North 87° 09' 20" East 656.00 feet to the Point of Beginning; thence North 28° 28' 30" East 475.28 feet, thence North 9° 40' 25" West 159.72 feet, thence North 1° 57' East, 174.26 feet, thence North 19° 14' East 508.23 feet, thence North 32° 29' 40" East, 618.24 feet, thence North 33° 31' 30" East 347.24 feet, thence North 37° 41' 20" East 790.61 feet, thence North 41° 15' 30" East 180.99 feet, thence North 86° 56' 20" East 219.57 feet, thence South 10° 19' 40" East 104.38 feet, thence South 17° 42' 20" West 212.85 feet, thence South 29° 52' 20" West 212.45 feet, thence South 43° 22' 20" West 184.05 feet, thence South 36° 24' 20" West 544.46 feet, thence South 30° 21' 20" West 240.75 feet, thence South 24° 37' 20" West 120.26 feet, thence South 19° 14' 20" West 135.05 feet, thence South 30° 29' 20" West 233.69 feet, thence South 85° 10' 20" West 418.47 feet, thence South 23° 53' 20" West 209.94 feet, South 0° 30' 40" East 427.68 feet, thence South 1° 51' 40" East 436.66 feet, thence South 87° 09' 20" West 298.02 feet to the Point of Beginning. Containing 19.11 acres, Section 25, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. A-14 A-114E

Commencing at the Southwest corner; thence North 87° 09' 20" East 954.02 feet to the Point of Beginning, thence North 1° 51' 40" West 436.66 feet, thence North 0° 30' 40" West 427.68 feet, thence North 23° 53' 20" East 209.94 feet, thence North 85° 10' 20" East 418.47 feet, thence South 35° 14' West 152.03 feet, thence South 19° 01' 20" West 413.69 feet, thence South 10° 17' 50" East 304.18 feet, thence South 27° 53' 50" West 303.31 feet, thence South 87° 09' 20" West 174.07 feet to the Point of Beginning. Containing 7.61 acres, Section 25, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. A-15

BOOK 1008 PAGE 267

A-110E

Commencing at the South 1/4 post of Section 25, thence North 0° 46' 40" West 2472.08 feet to the Point of Beginning of this description; thence North 0° 46' 40" West 255.25 feet, thence North 87° 10' 30" East 212.30 feet, thence South 38° 08' 00" West 337.78 feet to the Point of Beginning. Containing 0.60 acres, Section 25, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. A-16*A-111E*

Commencing at the South 1/4 post of Section 25, thence North 0° 48' 20" West 2472.08 feet to the Point of Beginning of this description; thence South 38° 08' 05" West 129.72 feet, thence South 72° 54' 35" West 80.14 feet, thence North 0° 48' 20" West 268.39 feet, thence North 87° 39' 40" West 3.55 feet, thence North 10° 19' 40" West 104.38 feet, thence North 86° 56' 20" East along the Section 1/4 line 179.54 feet to the North and South Section 1/4 line, thence South 0° 48' 20" East 255.25 feet to the Point of Beginning. Containing 1.52 acres, Section 25, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. A-17*A-112E*

Commencing at the South 1/4 post of Section 25, thence South 87° 09' 20" West 159.40 feet, thence North 0° 46' 40" West 2354.50 feet to the Point of Beginning, thence South 72° 54' 35" West 125.10 feet, thence South 38° 01' 40" West 63.52 feet, thence North 29° 52' 20" East 166.34 feet, thence North 17° 42' 20" East 212.85 feet, thence South 87° 39' 40" East 3.55 feet, thence South 0° 48' 20" East 268.39 feet to the Point of Beginning. Containing 0.366 acres, Section 25, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. A-18*A-115E*

Commencing at the Southwest corner of Section 25, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan, thence North 87° 09' 20" East 656.00 feet to the Point of Beginning, thence North 28° 28' 30" East, 38.63 feet, thence North 87° 09' 20" East 471.64 feet, thence South 27° 53' 50" West 38.39 feet, thence South 87° 09' 20" West 83.84 feet, thence South 17° 30' 10" West 63.99 feet, thence South 87° 09' 20" West 139.90 feet, thence North 47° 35' 20" East 42.39 feet, thence South 87° 09' 20" West 298.01 feet, thence North 47° 05' 20" East 51.28 feet to the Point of Beginning. Containing 0.744 acres.

TRACT NO. B-101*A-116E*

Parts of Lots 12, 13 and 19, Stephens Clairview Ranch Type Homes Subdivision recorded in Liber 23 on Page 29, of Plats, Macomb County Records, described as follows: Commencing at the Southwest corner of Lot 12; thence

North $1^{\circ} 22' 40''$ West along the West lot line 802.21 feet to the Point of Beginning; thence North $1^{\circ} 22' 40''$ West along the West lot line 277.00 feet to the center line of Red Run, thence North $47^{\circ} 35' 20''$ East along the center line of Red Run 218.44 feet to the North section line, thence along the section line North $87^{\circ} 09' 20''$ East 89.54 feet; thence South $17^{\circ} 30' 10''$ West 134.12 feet; thence South $0^{\circ} 39' 50''$ West 125.88 feet; thence South $49^{\circ} 14' 30''$ West 8.42 feet to the West line of Lot 19, thence South $49^{\circ} 14' 30''$ West 258.74 feet to the Point of Beginning. Containing 1.400 acres, Section 36, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-102 *A-117E* -

Part of Lot 11, Stephens Clairview Ranch Type Homes Subdivision recorded in Liber 23, Page 29 of Plats, Macomb County Records, described as follows: Commencing at the Southwest corner of Lot 11, thence North $1^{\circ} 22' 40''$ West 789.19 feet to the Point of Beginning, thence North $1^{\circ} 22' 40''$ West 272.05 feet to the center line of Red Run along the West lot line, thence along the center line of Red Run North $47^{\circ} 35' 20''$ East 132.56 feet to the East lot line, thence South $1^{\circ} 22' 40''$ East along the lot line 277.00 feet, thence South $49^{\circ} 14' 30''$ West 129.37 feet to the Point of Beginning. Containing 0.630 acres, Section 36, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-103 *A-118E* ✓

Parts of Lots 9 and 10, Stephens Clairview Ranch Type Homes Subdivision recorded in Liber 23, Page 29 of Plats, Macomb County Records, described as follows: Commencing at the Southwest corner of Lot 9, thence North $1^{\circ} 22' 40''$ West along the West lot line 726.73 feet to the Point of Beginning; thence North $1^{\circ} 22' 40''$ West along the West lot line 298.58 feet to the center line of Red Run, thence North $47^{\circ} 35' 20''$ East along the center line of Red Run 265.12 feet to the East lot line of Lot 10, thence South $1^{\circ} 22' 40''$ East along the East line of Lot 10 272.05 feet, thence South $49^{\circ} 14' 30''$ West 221.19 feet, thence South $24^{\circ} 05' 40''$ West 66.75 feet to the Point of Beginning. Containing 1.24 acres. Section 36, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-104 *A-119E*

Part of Lot 8, Stephens Clairview Ranch Type Homes Subdivision, as recorded in Liber 23, Page 29 of Plats, Macomb County Records, described as follows: Commencing at the Southwest corner of Lot 8, thence North $1^{\circ} 22' 40''$ West along the West line of Lot 8, 587.09 feet to the Point of Beginning, thence North $1^{\circ} 22' 40''$ West along the West lot line 368.37 feet to the center line of Red Run, thence along the center line of Red Run North $26^{\circ} 21' 20''$ East 119.89 feet, thence North $47^{\circ} 35' 20''$ East 52.97 feet to the East lot line, thence

BOOK 1008 PAGE 269

South $1^{\circ} 22' 40''$ East 298.58 feet, thence South $24^{\circ} 05' 40''$ West 231.15 feet to the Point of Beginning. Containing 0.864 acres, Section 36, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-105 *A-120E*

Part of Lot 7, Stephens Clairview Ranch Type Homes Subdivision, as recorded in Liber 23, Page 29 of Plats, Macomb County Records, described as follows: Commencing at the Southwest corner of Lot 7, thence North $1^{\circ} 22' 40''$ West along the West lot line 447.50 feet to the Point of Beginning, thence North $1^{\circ} 22' 40''$ West along the West lot line of 420.80 feet to the center line of Red Run, thence along the center line of Red Run North $32^{\circ} 37' 40''$ East 121.83 feet, thence North $28^{\circ} 21' 20''$ East 63.78 feet to the East lot line, thence South $1^{\circ} 22' 40''$ East along the East lot line 368.37 feet, thence South $24^{\circ} 05' 40''$ West 231.15 feet to the Point of Beginning. Containing 0.901 acres, Section 36, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-106 *A-121*

Parts of Lots 5 and 6 of Stephens Clairview Ranch Type Homes Subdivision as recorded in Liber 23, Page 29 of Plats, Macomb County Records, described as follows: Beginning at the Northeast corner of Lot 5, thence South $1^{\circ} 22' 40''$ East along the East line of Lot 5, 52.50 feet, thence South $24^{\circ} 05' 40''$ West 33.09 feet, thence South $87^{\circ} 31' 40''$ West 286.00 feet to the West section line, thence North $0^{\circ} 53' 40''$ West along the West section line 145.47 feet to the center line of Red Run, thence along the center line of Red Run as follows; thence North $69^{\circ} 49' 20''$ East 116.15 feet, thence North $33^{\circ} 20' 10''$ East 284.25 feet, thence North $32^{\circ} 37' 40''$ East 47.67 feet, thence along the East lot line South $1^{\circ} 22' 40''$ East 368.32 feet to the Point of Beginning. Containing 1.773 acres, Section 36, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-107 *A-122E*

Commencing at the Northwest corner of Section 36, thence South $0^{\circ} 53' 40''$ East 678.99 feet along the West section line to the Point of Beginning; thence North $32^{\circ} 02' 20''$ East, 316.04 feet, thence North $47^{\circ} 05' 20''$ East 651.09 feet to the North section line, thence North $87^{\circ} 09' 20''$ East along the section line 298.71 feet to the center line of Red Run, thence along the center line of Red Run on the following; South $47^{\circ} 35' 20''$ West 669.09 feet, South $28^{\circ} 21' 20''$ West 183.67 feet, thence South $32^{\circ} 37' 40''$ West 169.50 feet, thence South $33^{\circ} 20' 10''$ West 284.45 feet, thence South $69^{\circ} 49' 20''$ West to the West section line, thence North $0^{\circ} 53' 40''$ West along the section line 307.54 feet to the Point of Beginning. Containing 5.905 acres, Section 36, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-108

A 124 E

Commencing at the Northeast corner of Section 35, thence South $0^{\circ} 53' 40''$ East 839.91 feet to the Point of Beginning of this description; thence North $81^{\circ} 41' 40''$ West 716.12 feet, thence South $83^{\circ} 47' 20''$ West 625.21 feet, thence South $1^{\circ} 03' 30''$ East 442.56 feet, thence North $59^{\circ} 59' 50''$ East 123.58 feet, thence North $84^{\circ} 34' 20''$ East 607.04 feet, thence South $82^{\circ} 13' 40''$ East 622.16 feet, thence North $0^{\circ} 53' 40''$ West 371.65 feet along the section line to the Point of Beginning. Containing 11.82 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-109

A 125 E

Commencing at the Northeast corner of Section 35, thence South $88^{\circ} 24' 50''$ West 1332.72 feet, thence South $1^{\circ} 03' 30''$ East 767.35 feet to the Point of Beginning of this description, thence South $1^{\circ} 03' 30''$ East 516.36 feet, thence South $88^{\circ} 13' 30''$ West 772.45 feet, thence North $39^{\circ} 51' 20''$ East 396.00 feet, thence North $60^{\circ} 48' 20''$ East 460.37 feet, thence North $83^{\circ} 47' 20''$ East 107.58 feet to the Point of Beginning. Containing 5.89 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-110

A 126 E

Commencing at the Center $1/4$ Post of Section 35, thence North $1^{\circ} 09' 10''$ West 1306.90 feet, thence North $88^{\circ} 13' 30''$ East 551.77 feet to the Point of Beginning of this description; thence North $88^{\circ} 13' 30''$ East 635.91 feet, thence South $59^{\circ} 59' 50''$ West 215.15 feet, thence South $31^{\circ} 29' 50''$ West 485.55 feet, thence South $16^{\circ} 18' 20''$ West 146.25 feet, thence South $87^{\circ} 55' 20''$ West 435.42 feet, thence North $9^{\circ} 47' 50''$ East 411.41 feet, thence North $39^{\circ} 51' 20''$ East 329.00 feet to the Point of Beginning. Containing 7.71 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

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TRACT NO. B-111

A 127 E

Commencing at the center $1/4$ post of Section 35, thence North $39^{\circ} 39' 20''$ East 254.72 feet, thence North $9^{\circ} 47' 50''$ East 309.06 feet to the Point of Beginning of this description, thence North $9^{\circ} 47' 50''$ East 168.54 feet, thence North $87^{\circ} 55' 20''$ East 435.42 feet, thence South $16^{\circ} 18' 20''$ West 173.80 feet, thence South $87^{\circ} 55' 20''$ West 415.29 feet to the Point of Beginning. Containing 1.61 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-112

A 128 E

Commencing at the center 1/4 post of Section 35, thence North 88° 05' 30" East 241.15 feet to the Point of Beginning of this description; thence North 22° 38' 40" West 203.79 feet, thence North 9° 47' 50" East 309.06 feet, thence North 87° 55' 20" East 415.29 feet, thence South 16° 18' 20" West 328.75 feet, thence South 23° 45' 10" East 196.47 feet, thence South 88° 05' 30" West 376.61 feet to the Point of Beginning. Containing 4.40 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-113

A 129 E

Commencing at the center 1/4 post of Section 35, thence North 88° 05' 30" East 241.15 feet to the Point of Beginning of this description; thence North 88° 05' 30" East 376.61 feet, thence South 23° 54' 10" East 122.03 feet, thence South 27° 30' 20" West 59.93 feet, thence South 88° 05' 30" West 425.93 feet, thence North 27° 23' 50" East 116.74 feet, thence North 22° 38' 40" West 67.92 feet to the Point of Beginning. Containing 1.52 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-114

A 130 E

Commencing at the center 1/4 post of Section 35, thence South 1° 40' 30" East 165.33 feet, thence North 88° 05' 30" East 208.75 feet to the Point of Beginning, thence North 88° 05' 30" East 425.93 feet, thence South 27° 30' 20" West 190.01 feet, thence South 88° 05' 30" West 425.52 feet, thence North 27° 23' 50" East 189.81 feet to the Point of Beginning. Containing 1.62 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-115

A 131 E1

Commencing at the center 1/4 post of Section 35, thence South 1° 40' 30" East 330.85 feet, thence North 88° 05' 30" East 116.51 feet to the Point of Beginning of this description; thence North 88° 05' 30" East 425.52 feet, thence South 27° 30' 20" West 190.23 feet, thence South 88° 05' 30" West 425.11 feet, thence North 27° 23' 50" West 190.03 feet to the Point of Beginning. Containing 1.62 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-116

A 131 E2

Commencing at the center 1/4 post of Section 35, thence South 1° 40' 30" East 496.60 feet to the

Point of Beginning of this description, thence North 88° 05' 30" East 449.28 feet, thence South 27° 30' 20" West 190.45 feet, thence South 88° 05' 30" West 356.43 feet, thence North 1° 40' 30" West 165.94 feet to the Point of Beginning. Containing 1.53 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-117

A 133 E

Commencing at the South 1/4 post of Section 35, thence North 1° 29' 50" West 814.64 feet to the Point of Beginning, thence North 1° 29' 50" West 396.91 feet, thence North 88° 20' 30" East 117.76 feet, thence South 3° 50' 50" West 57.16 feet, thence South 16° 47' West 358.43 feet to the Point of Beginning. Containing 0.59 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-118

A 131 E3

Commencing at the center 1/4 post of Section 35, thence South 1° 40' 30" East 662.50 feet to the Point of Beginning of this description, thence North 88° 05' 30" East 356.43 feet, thence South 27° 30' 20" West 61.48 feet, thence South 19° 05' 20" West 115.67 feet, thence South 88° 05' 30" West 391.79 feet, thence North 41° 21' East 155.84 feet, thence North 1° 40' 30" West 48.05 feet to the Point of Beginning. Containing 1.32 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-119

A 131 E4

Commencing at the South 1/4 post of Section 35, thence North 1° 10' 30" West 1211.55 feet, thence North 66° 52' 30" West 271.70 feet, thence North 10° 10' West 203.64 feet to the Point of Beginning, thence North 10° 10' West 33.07 feet, thence North 5° 01' East 57.10 feet, thence North 32° 52' 30" East 107.06 feet, thence North 43° 20' East 147.62 feet, thence North 41° 21' East 4.15 feet, thence North 88° 05' 30" East 391.69 feet, thence South 19° 05' 20" West 304.61 feet, thence South 88° 05' 30" West 453.42 feet to the Point of Beginning. Containing 2.97 acres, Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. B-120

A 132 E

Commencing at the South 1/4 post of Section 35, thence North 1° 10' 30" West 1211.55 feet to the Point of Beginning of this description, thence North 66° 52' 30" West 271.70 feet, thence North 10° 10' West 203.64 feet, thence North 88° 05' 30" East 453.42 feet, thence South 19° 05' 20" West 107.57 feet, thence South

TRACT NO. B-121

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A 135 E

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A 136E

Transmitted to: Bernard E. Karpman
20320 Kearsarge
Detroit, Michigan

Property owned in Warsaw by
Roman Hlatzki "Hlatzki"
3830 W. 7th Ave. Detroit
file 366610

A 123 E

Commencing at the Northwest corner of Section 36, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan, thence South 0° 53' 40" East 678.99 feet to the point of beginning, thence North 32° 02' 20" East 60.70 feet, thence South 0° 53' 40" East 346.94 feet, thence North 69° 49' 20" East 28.61 feet, thence South 0° 53' 40" East 164.81 feet, thence South 87° 31' 40" West 60.02 feet, thence South 0° 53' 40" East

A 123 E cont'd

79.56 feet, thence North 82° 13' 40" West 33.38 feet, thence North 0° 53' 40" West 371.85 feet, thence South 81° 41' 40" East 33.43 feet, thence North 0° 53' 40" West 160.92 feet to the Point of Beginning. Containing 0.743 acres.

TRACT NO. B-125

A 137 E

Commencing at the South 1/4 post of Section 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan, thence South 88° 09' 30" West 1296.30 feet, thence North 2° 03' 20" West 180.72 feet to the Point of Beginning, thence South 88° 24' 10" West 66.00 feet, thence North 2° 03' 20" West 303.33 feet, thence North 83° 14' 10" East 33.11 feet, thence North 2° 03' 20" West 105.67 feet, thence North 88° 04' 10" East 33.00 feet, thence South 2° 03' 20" East 412.17 feet to the Point of Beginning. Containing 0.54 acres.

TRACT NO. C-201

A 138 E

Beginning at the Southwest corner of Section 35, thence South 87° 55' 30" West 679.39 feet, North 1° 00' 30" West 80.90 feet, thence North 88° 26' 40" East 1129.97 feet, thence North 46° 37' 40" East 582.15 feet, thence North 83° 14' 10" East 311.85 feet, thence South 2° 03' 20" East 306.31 feet, thence South 88° 24' 10" West 120.68 feet, thence South 45° 39' 50" West 267.66 feet, thence South 88° 15' 30" West 881.31 feet to the Point of Beginning. Containing 8.47 acres, Sections 34 and 35, T. 2 N., R. 12 E., Sterling Township, Macomb County, Michigan.

TRACT NO. C-202

A 139 E 3

Commencing at the Northeast corner of Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan, thence South 1° 08' 50" East 33.00 feet to the Point of Beginning, thence continuing South 1° 08' 50" East 365.04 feet, thence South 87° 55' 30" West 60.26 feet, thence North 1° 08' 50" West 365.04 feet, thence North 87° 55' 30" East 60.26 feet to the Point of Beginning. Containing 0.505 acres, more or less.

TRACT NO. C-203

A 140

Beginning at the Northwest corner, Section 2, thence North 88° 15' 30" East 586.70 feet, thence South 16° 22' 30" East 31.85 feet, thence South 47° 43' West 343.64 feet, thence South 77° 49' 30" West 88.32 feet, thence South 87° 14' 30" West 124.49 feet, thence South 89° 37' 50" West 125.13 feet, thence North 1° 08' 50" West 269.27 feet to the Point of Beginning. Containing 2.92 acres, Section 2, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-204

A 141

Commencing at the Northeast corner of Section 3, thence South 87° 55' 30" West 60.26 feet to the Point of Beginning.

ning, thence South $1^{\circ} 08' 50''$ East 398.04 feet, thence South $87^{\circ} 55' 30''$ West 641.30 feet, thence North $8^{\circ} 59' 40''$ West 398.08 feet, thence North $87^{\circ} 55' 30''$ East 640.25 feet, to the Point of Beginning. Containing 5.85 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-205

B 200 E

Commencing at the Northeast corner of Section 3, thence South $87^{\circ} 55' 30''$ West 700.51 feet to the Point of Beginning, thence South $0^{\circ} 59' 40''$ East 515.19 feet, thence South $85^{\circ} 03' 40''$ West 434.74 feet, thence South $0^{\circ} 59' 40''$ East 112.38 feet, thence South $50^{\circ} 55' 30''$ West 485.37 feet, thence South $65^{\circ} 32' 30''$ West 265.46 feet, thence North $0^{\circ} 58' 30''$ West 172.50 feet, thence North $54^{\circ} 22' 30''$ East 126.80 feet, thence North $0^{\circ} 58' 30''$ West 12.90 feet, thence North $54^{\circ} 22' 30''$ East 69.04 feet, thence North $0^{\circ} 58' 30''$ West 264.90 feet, thence North $87^{\circ} 55' 30''$ East 225.00 feet, thence North $0^{\circ} 58' 30''$ West 54.90 feet, thence North $53^{\circ} 16' 30''$ East 137.62 feet, thence North $0^{\circ} 58' 30''$ West 99.29 feet, thence North $49^{\circ} 55' 30''$ East 408.61 feet, thence North $87^{\circ} 55' 30''$ East 244.04 feet to the Point of Beginning. Containing 10.32 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

X TRACT NO. C-206

B-202 E

Commencing at the Northeast corner of Section 3, thence South $87^{\circ} 55' 30''$ West 1261.72 feet, thence South $0^{\circ} 58' 30''$ East 251.61 feet to the Point of Beginning, thence South $0^{\circ} 58' 30''$ West 99.29 feet, thence South $53^{\circ} 16' 30''$ West 137.62 feet, thence South $0^{\circ} 58' 30''$ East 54.90 feet, thence South $87^{\circ} 55' 30''$ West 90.00 feet, thence North $0^{\circ} 58' 30''$ West 72.38 feet, thence North $49^{\circ} 55' 30''$ East 259.86 feet to the Point of Beginning. Containing 0.46 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-207

B-203 E

Commencing at the Northeast corner of Section 3, thence South $87^{\circ} 55' 30''$ West 1463.42 feet, thence South $0^{\circ} 58' 30''$ East 441.62 feet to the Point of Beginning, thence South $0^{\circ} 58' 30''$ East 72.38 feet, thence South $87^{\circ} 55' 30''$ West 45.00 feet, thence North $0^{\circ} 58' 30''$ West 36.68 feet, thence North $49^{\circ} 55' 30''$ East 57.97 feet to the Point of Beginning. Containing 0.06 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-208

B-204 E

Commencing at the Northeast corner of Section 3, thence South $87^{\circ} 55' 30''$ West 1508.42 feet, thence South $0^{\circ} 58' 30''$ East 447.32 feet to the Point of Beginning, thence South $0^{\circ} 58' 30''$ East 36.68 feet, thence South $87^{\circ} 55' 30''$ West 46.24 feet, thence North $49^{\circ} 55' 30''$ East 59.57 feet to the Point of

Beginning. Containing 0.02 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-209 B 205 E

Commencing at the Northeast corner of Section 3, thence South $87^{\circ} 55' 30''$ West 1598.42 feet, thence South $0^{\circ} 58' 30''$ East 518.72 feet to the Point of Beginning, thence South $0^{\circ} 58' 30''$ East 230.18 feet, thence South $54^{\circ} 22' 30''$ West 69.04 feet, thence North $0^{\circ} 58' 30''$ West 223.22 feet, thence North $49^{\circ} 55' 30''$ East 73.18 feet to the Point of Beginning. Containing 0.30 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

✓ TRACT NO. C-210 B 201 E

Commencing at the Northeast corner of Section 3, thence South $87^{\circ} 55' 30''$ West 700.51 feet, thence South $0^{\circ} 59' 40''$ East 515.19 feet, thence South $85^{\circ} 03' 40''$ West 277.10 feet to the Point of Beginning, thence South $50^{\circ} 55' 30''$ West 199.79 feet, thence North $0^{\circ} 59' 40''$ West 112.38 feet, thence North $85^{\circ} 03' 40''$ East 157.64 feet to the Point of Beginning. Containing 0.20 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-211 B 206 E

Commencing at the Northeast corner of Section 3, thence South $87^{\circ} 55' 30''$ West 1702.77 feet, thence South $0^{\circ} 58' 30''$ East 563.78 feet to the Point of Beginning, thence South $0^{\circ} 58' 30''$ East 236.12 feet, thence South $54^{\circ} 22' 30''$ West 126.80 feet, thence North $0^{\circ} 58' 30''$ West 226.78 feet, thence North $67^{\circ} 10' 20''$ East 8.36 feet, thence North $49^{\circ} 55' 30''$ East 124.52 feet, to the Point of Beginning. Containing 0.55 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-212 B 207 E

Commencing at the Northeast corner of Section 3, thence South $87^{\circ} 55' 30''$ West 1759.47 feet, thence South $0^{\circ} 58' 30''$ East 653.22 feet to the Point of Beginning; thence South $0^{\circ} 58' 30''$ East 396.87 feet, thence South $88^{\circ} 30' 20''$ West 83.80 feet, thence North $0^{\circ} 58' 30''$ West 364.09 feet, thence North $67^{\circ} 10' 20''$ East 90.20 feet to the Point of Beginning. Containing 0.73 acres, Section 2, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-213 B 208 E

Commencing at the Northeast corner of Section 3, thence South $87^{\circ} 55' 30''$ West 1843.27 feet, thence South $0^{\circ} 58' 30''$ East 666.83 feet to the Point of Beginning, thence South $0^{\circ} 58' 30''$ East 364.09 feet, thence South $88^{\circ} 30' 20''$ West 426.80 feet, thence North $0^{\circ} 46' 40''$ West 91.25 feet, thence North $26^{\circ} 22' 30''$ East 150.12 feet, thence North $67^{\circ} 10' 20''$ East 385.17 feet to the Point of Beginning. Containing 2.66 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-214 B-210 E

Commencing at the center 1/4 post, thence North 88° 01' 40" East 212.13 feet; thence North 36° 24' 20" East 71.81 feet; thence North 45° 08' 50" East 124.80 feet; thence North 54° 08' 50" East 278.45 feet; thence North 0° 46' 40" West 444.41 feet to the Point of Beginning; thence North 0° 46' 40" West 1304.29 feet; thence North 88° 30' 20" East 510.60 feet; thence South 0° 58' 30" East 2.21 feet; thence South 65° 32' West 188.49 feet; thence South 26° 33' 40" West 96.50 feet; thence South 18° 26' East 402.63 feet; thence South 3° 24' 10" West 88.51 feet; thence South 25° 37' 50" West 758.73 feet; thence North 86° 50' 40" West 72.40 feet to the Point of Beginning. Containing 9.05 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-215 B-209 E1 & B-209 E2

Commencing at the center 1/4 post, thence North 0° 45' 10" West 182.10 feet, thence North 86° 54' 20" East 64.00 feet, thence North 0° 51' 10" West 800.00 feet, thence South 80° 44' 40" East 348.64 feet to the Point of Beginning; thence North 0° 51' 10" West 251.36 feet, thence South 89° 06' 20" East 83.72 feet; thence North 19° 55' 30" East 248.66 feet, thence North 0° 46' 40" West 161.15 feet, thence North 17° 04' 50" West 385.46 feet, thence North 26° 22' 30" East 237.10 feet, thence South 0° 46' 40" East 1253.95 feet, thence North 80° 44' 40" West 174.32 feet to the Point of Beginning. Containing 2.00 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-216 B-211 E

Commencing at the center 1/4 post of Section 3, thence North 88° 01' 40" East 212.13 feet, thence North 36° 24' 20" East 71.81 feet, thence North 45° 08' 50" East 124.80 feet, thence North 54° 08' 50" East 278.45 feet, thence North 0° 46' 40" West 444.41 feet to the Point of Beginning; thence North 86° 50' 40" West 225.80 feet, thence North 0° 24' 20" West 165.70 feet, thence South 80° 44' 40" East 227.67 feet, thence South 0° 46' 40" East 441.59 feet to the Point of Beginning. Containing 0.79 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-217 B-212 - E

Commencing at the center 1/4 post, thence North 0° 45' 10" West 182.10 feet, thence North 86° 54' 20" East 64.00 feet, thence North 0° 51' 10" West 800.00 feet, thence South 80° 44' 40" East 174.32 feet to the Point of Beginning; thence North 0° 51' 10" West 225.99 feet, thence South 89° 06' 20" East 171.61 feet, thence South 0° 51' 10" East 251.36 feet, thence North 80° 44' 40" West 174.32 feet to the Point of Beginning. Containing 0.94 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-218

B-213 E

Commencing at the center 1/4 post, thence North 0° 45' 10" West 182.10 feet, thence North 86° 54' 20" East 64.00 feet, thence North 0° 51' 10" West 800.00 feet to the Point of Beginning; thence North 0° 51' 10" West 200.62 feet, thence South 89° 06' 20" East 171.61 feet, thence South 0° 51' 10" East 225.99 feet, thence North 80° 44' 40" West 174.32 feet to the Point of Beginning. Containing 0.84 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-219

B 214 E

Commencing at the center 1/4 post of Section 3, thence South 88° 12' 20" West 602.88 feet to the Point of Beginning, South 88° 12' 20" West 261.78 feet, thence North 0° 43' 10" West 465.17 feet, thence North 14° 39' 40" East 176.43 feet, thence North 40° 32' 50" East 768.03 feet, thence South 89° 06' 20" East 372.84 feet; thence South 0° 51' 10" East 200.62 feet, thence South 80° 44' 40" East 295.28 feet, thence South 0° 24' 20" East 165.70 feet, thence North 86° 50' 40" West 470.44 feet, thence South 39° 00' 30" West 610.00 feet, thence South 14° 53' 10" West 355.41 feet to the Point of Beginning. Containing 13.94 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-220

Commencing at the center 1/4 post of Section 3, thence South 88° 12' 20" West 602.88 feet to the Point of Beginning, thence South 14° 53' 10" West 51.33 feet, thence North 56° 40' 10" East 85.46 feet, thence North 88° 12' 20" East 84.65 feet to the Point of Beginning. Containing .048 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-221

Commencing at the center 1/4 post, thence South 88° 12' 20" West 687.51 feet to the Point of Beginning, thence South 56° 40' 10" East 85.46 feet, thence South 14° 53' 10" West 8.33 feet, thence South 33° 57' 20" West 278.98 feet, thence North 56° 40' 10" West 92.01 feet, thence North 4° 46' 10" West 82.33 feet, thence North 21° 34' 50" East 116.33 feet, thence North 33° 19' 50" East 50.88 feet, thence North 88° 12' 20" East 99.59 feet to the Point of Beginning. Containing 0.95 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

Road
Easement

TRACT NO. C-222

Commencing at the center 1/4 post, thence South 88° 12' 20" West 602.88 feet, thence South 14° 53' 10" West 59.66 feet, thence South 33° 57' 20" West 278.98

feet to the Point of Beginning, thence South $33^{\circ} 57'$ 20" West 74.05 feet, thence North $17^{\circ} 52'$ 10" West 115.10 feet, thence North $4^{\circ} 46'$ 10" West 2.45 feet, thence South $56^{\circ} 40'$ 10" East 92.01 feet to the Point of Beginning. Containing 0.079 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-223

B 218 E 2 1/2 E1

Commencing at the center post of Section 3, thence South $88^{\circ} 12'$ 20" West 789.10 feet to the Point of Beginning; thence South $33^{\circ} 19'$ 50" West 50.88 feet, thence South $21^{\circ} 34'$ 50" West 116.33 feet, thence South $4^{\circ} 46'$ 10" East 84.78 feet, thence South $17^{\circ} 52'$ 10" East 115.10 feet, thence South $33^{\circ} 37'$ 20" West 3.16 feet, thence South $78^{\circ} 33'$ 10" West 350.30 feet, thence North $53^{\circ} 41'$ 20" West 656.09 feet, thence South $88^{\circ} 12'$ 20" West 48.31 feet, thence South $38^{\circ} 31'$ 30" West 282.64 feet, thence South $12^{\circ} 13'$ 50" West 448.13 feet, thence South $51^{\circ} 37'$ 50" West 659.67 feet, thence South $67^{\circ} 31'$ 10" West 351.16 feet, thence North $0^{\circ} 56'$ 40" West 440.33 feet, thence North $68^{\circ} 20'$ 20" East 234.94 feet, thence North $50^{\circ} 13'$ 50" East 382.33 feet, thence North $12^{\circ} 15'$ 50" East 355.98 feet, thence North $37^{\circ} 34'$ 10" East 86.13 feet, thence North $88^{\circ} 12'$ 20" East 1430.80 feet to the Point of Beginning. Containing 17.28 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-224

B-219

A parcel of land described as follows: Lots 367, 368, 369, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 806, 807, 808, 809, 810, 811, 812, 813, 814, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, Trembleton Subdivision, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan. Containing 9.69 acres, Section 3, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. C-225

Commencing at the Southwest corner of Section 35, thence North $1^{\circ} 44'$ 30" West 33.00 feet to the Point of Beginning, thence North $88^{\circ} 15'$ 30" East 917.20 feet; thence South $45^{\circ} 39'$ 50" West 48.76 feet; thence South $88^{\circ} 15'$ 30" West 294.61 feet; thence South $16^{\circ} 22'$ 30" East 31.85 feet, thence South $47^{\circ} 43'$ West 3.35 feet; thence South $88^{\circ} 15'$ 30" West 592.55 feet; thence South $87^{\circ} 55'$ 30" West 700.59 feet; thence North $0^{\circ} 59'$ 40" West 33.00 feet; thence North $87^{\circ} 55'$ 30" East 21.12 feet; thence North $1^{\circ} 00'$ 30" West 33.00 feet; thence North $87^{\circ} 55'$ 30" East 678.97 feet to the Point of Beginning. Containing 2.174 acres, Section 2, T. 1 N., R. 12 E., and Section 35, T. 2 N., R. 12 E., Sterling and Warren Townships, Macomb County, Michigan.

TRACT NO. C-226

Commencing at the Northwest corner of Section 2, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan, thence South $1^{\circ} 08' 50''$ East 33.00 feet to the Point of Beginning, thence North $88^{\circ} 15' 30''$ East 60.26 feet, thence South $1^{\circ} 08' 50''$ East 237.72 feet, thence South $89^{\circ} 37' 50''$ West 60.26 feet, thence North $1^{\circ} 08' 50''$ West 236.27 feet to the Point of Beginning. Containing 0.327 acres, more or less.

TRACT NO. C-227

Commencing at the East $1/4$ post of Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan, thence South $0^{\circ} 56' 40''$ East 923.08 feet to the Point of Beginning, thence North $68^{\circ} 20' 20''$ East 64.15 feet, thence South $0^{\circ} 56' 40''$ East 439.35 feet, thence South $67^{\circ} 31' 10''$ West 64.50 feet, thence North $0^{\circ} 56' 40''$ West 74.83 feet, thence South $88^{\circ} 07' 30''$ West 60.01 feet, thence North $0^{\circ} 56' 40''$ West 358.48 feet, thence South $88^{\circ} 58' 50''$ East 60.04 feet, thence North $0^{\circ} 56' 40''$ West 9.95 feet to the Point of Beginning. Containing 1.097 acres.

TRACT NO. C-228

Those portions of Ready Avenue, Haff Avenue, Winnie Avenue and Warkop Avenue, and any other streets, roads and alleys situated within the Trembleton Subdivision, abutting and adjacent to the following described lots in said subdivision: Lots 367, 368, 369, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 806, 807, 808, 809, 810, 811, 812, 813, 814, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, Trembleton Subdivision, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan. Containing 3.364 acres, more or less.

TRACT NO. D-301

Commencing at the East $1/4$ post of Section 4, thence South $0^{\circ} 56' 40''$ East 817.32 feet to the Point of Beginning, thence North $88^{\circ} 58' 50''$ West 199.83 feet, thence North $88^{\circ} 06' 20''$ West 485.90 feet, thence South $0^{\circ} 56' 40''$ East 326.71 feet, thence North $70^{\circ} 20' 40''$ East 132.80 feet, thence North $77^{\circ} 40' 20''$ East 348.15 feet, thence North $69^{\circ} 47' 40''$ East 231.58 feet, thence North $0^{\circ} 56' 40''$ West 115.71 feet to the Point of Beginning. Containing 3.49 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-302

Commencing at the East $1/4$ post of Section 4, thence South $0^{\circ} 56' 40''$ East 933.03 feet to the Point of Beginning, thence South $0^{\circ} 56' 40''$ East 239.67 feet, thence South $88^{\circ} 07' 30''$ West 483.68 feet, thence North $0^{\circ} 56' 40''$ West 118.00 feet, thence North 77°

40' 20" East 269.93 feet, thence North 69° 47' 40" East 231.58 feet to the Point of Beginning. Containing 1.45 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

B-223 E

TRACT NO. D-303

Commencing at the intersection of the centerline of Chicago Road and the East section line, thence North 83° 48' 40" West 484.98 feet, thence North 0° 56' 40" West 349.42 feet to the Point of Beginning; thence North 0° 56' 40" West 118.00 feet, thence South 77° 40' 20" West 78.22 feet, thence South 70° 20' 40" West 132.80 feet, thence South 0° 56' 40" East 69.80 feet, thence North 85° 55' 50" East 171.18 feet, thence North 88° 07' 30" East 31.54 feet to the Point of Beginning. Containing 0.76 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

B-224 E

TRACT NO. D-304

Commencing at the intersection of the centerline of Chicago Road and the East line of Section 4, thence North 83° 48' 40" West 690.00 feet, thence North 0° 56' 40" West 315.42 feet, to the Point of Beginning; thence South 85° 55' 50" West 164.02 feet, thence North 60° 21' 20" East 118.32 feet, thence North 66° 58' 20" East 64.75 feet, thence South 0° 56' 40" East 72.21 feet to the Point of Beginning. Containing 0.15 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

B-225 E

TRACT NO. D-305N. Part
VOID 7-28-12

Commencing at the East 1/4 post of Section 4, thence South 89° 20' 20" West 684.72 feet; thence South 0° 56' 40" East 884.17 feet to the Point of Beginning, thence South 0° 56' 40" East 324.30 feet; thence South 66° 58' 20" West 64.75 feet; thence South 60° 21' 20" West 131.67 feet; thence South 74° 26' 20" West 76.18 feet; thence North 68° 32' 40" West 102.17 feet; thence South 26° 48' 20" West 21.21 feet; thence South 85° 55' 50" West 39.57 feet; thence North 64° 48' 50" West 1013.99 feet; thence North 0° 10' 10" West 31.82 feet; thence North 84° 50' 40" West 229.39 feet; thence South 0° 10' 20" West 111.67 feet; thence North 82° 42' 40" West 217.65 feet; thence North 0° 38' 40" West 138.26 feet; thence North 89° 21' 20" East 15.00 feet; thence North 0° 38' 40" West 120.00 feet; thence South 89° 21' 20" West 15.00 feet; thence North 0° 38' 40" West 145.29 feet; thence South 86° 34' 40" East 525.57 feet; thence South 60° 50' 50" East 748.60 feet; thence South 66° 18' 50" East 134.93 feet; thence South 88° 30' 50" East 269.06 feet; thence North 68° 01' 50" East 196.06 feet to the Point of Beginning. Containing 13.95 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

See Revised R/W
L 3429 P 583 MCR
for N. Side
OK for South Side
B-226 E
New

TRACT NO. D-306

Commencing at the intersection of the East line of Michigan Central Railroad Right of Way and the centerline of Chicago Road; thence South 83° 48' 40" East

B-227 E
Warren
Co.

214.50 feet, thence North $0^{\circ} 10' 20''$ East 556.86 feet to the Point of Beginning; thence North $0^{\circ} 10' 20''$ East 53.64 feet, thence South $84^{\circ} 50' 40''$ East 229.39 feet; thence South $0^{\circ} 10' 10''$ East 31.82 feet, thence North $64^{\circ} 48' 50''$ West 4.19 feet, thence South $89^{\circ} 14' 10''$ West 224.72 feet to the Point of Beginning. Containing 0.22 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-307

Commencing at the intersection of West right of way line of the Michigan Central Railroad and East and West section line (1/4 line) Section 4, thence South $0^{\circ} 38' 40''$ East 529.78 feet to the Point of Beginning, thence South $0^{\circ} 38' 40''$ East 116.84 feet, thence North $89^{\circ} 21' 20''$ East 50 feet, thence North $0^{\circ} 38' 40''$ West 116.84 feet, thence South $89^{\circ} 21' 20''$ West 50 feet to the Point of Beginning and containing 0.13 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-308

Commencing at the Northeast corner of Lot 18, Block 7, Assessors Plat, Village of Warren, thence South $0^{\circ} 38' 40''$ East 381.66 feet to the Point of Beginning, thence South $0^{\circ} 38' 40''$ East 148.86 feet, thence South $89^{\circ} 21' 20''$ West 15.00 feet, thence South $0^{\circ} 38' 40''$ East 56.04 feet, thence North $75^{\circ} 51' 10''$ West 75.49 feet, thence South $0^{\circ} 38' 40''$ East 183.44 feet, thence North $89^{\circ} 56' 10''$ West 224.77 feet, thence North $68^{\circ} 07' 20''$ West 241.97 feet, thence North $80^{\circ} 10' 20''$ West 11.46 feet, thence North $0^{\circ} 38' 40''$ West 341.92 feet, thence North $83^{\circ} 49' 40''$ East 146.42 feet, thence South $65^{\circ} 20' 10''$ East 154.83 feet, thence South $86^{\circ} 34' 40''$ East 262.70 feet to the Point of Beginning. Containing 4.46 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-309

Commencing at the Northeast corner of Lot 14, Assessors Plat, Block 7, Village of Warren, thence South $0^{\circ} 38' 40''$ East 494.96 feet to the Point of Beginning, thence South $0^{\circ} 38' 40''$ East 159.73 feet, thence North $80^{\circ} 10' 20''$ West 60.69 feet, thence South $74^{\circ} 01' 10''$ West 86.28 feet, thence North $0^{\circ} 38' 40''$ West 157.61 feet, thence North $83^{\circ} 47' 50''$ East 143.56 feet to the Point of Beginning. Containing 0.49 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-310

Commencing at the Northeast corner of Lot 14, Block 7, Assessors Plat, Village of Warren, thence South $0^{\circ} 38' 40''$ East 312.27 feet to the Point of Beginning, thence South $0^{\circ} 38' 40''$ East 182.19 feet, thence South $83^{\circ} 47' 50''$ West 765.88 feet, thence North $61^{\circ} 06' 10''$ West 26.17 feet, thence North $34^{\circ} 26' 10''$ West 192.36 feet, thence North $21^{\circ} 11' 10''$ West 327.65 feet, thence North $41^{\circ} 27' 10''$ West 15.2 feet, thence North $45^{\circ} 08' 50''$

B. 2318
 East 99.90 feet, thence North $88^{\circ} 54' 50''$ East 84.63 feet, thence South $22^{\circ} 56' 50''$ East 252.09 feet, thence South $66^{\circ} 10' 20''$ East 290.26 feet, thence North $83^{\circ} 49' 40''$ East 503.19 feet to the Point of Beginning. Containing 5.38 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-311

Lot 37, John Warners Subdivision of part of Lot 12, Block 1, Assessor's Addition to the Village of Warren, Macomb County, Michigan, as recorded in Liber 7, Page 66. Containing 0.107 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-312

Lot 36, John Warner Subdivision of part of Lot 12, Block 1 of Assessor's Addition to the Village of Warren, Macomb County, Michigan, as recorded in Liber 7 of Plats, Page 66, Macomb County Records. Containing 0.107 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-313

Lot 35, John Warner Subdivision of part of Lot 12, Block 1 of Assessor's Addition to the Village of Warren, Macomb County, Michigan, as recorded in Liber 7 of Plats, Page 66, Macomb County Records. Containing 0.107 acres.

TRACT NO. D-314

NKA B. 236
 Lots 38 and 39 of John Warner Subdivision of part of Lot 12, Block 1 of Assessor's Addition to the Village of Warren, Macomb County, Michigan, as recorded in Liber 7 of Plats, Page 66, Macomb County Records. Containing 0.300 acres.

TRACT NO. D-315

NCW B. 237E
 Part of Lot 85 of John Warner Subdivision Number 1 of Lot 11 and part of Lot 12 of Block 7 of Assessor's Addition to the Village of Warren, Macomb County, Michigan, as recorded in Liber 10, Page 34 of Plats, Macomb County Records and more particularly described as follows: Southwesterly along the West lot line 29.15 feet from the Northwest corner of Lot 85, thence Easterly 67.03 feet to the East lot line, thence Northwesterly along the East lot line 19.16 feet, thence on an arc with a radius of 72.80 feet, 46.74 feet to the Northwest corner. Containing 0.028 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-316

B. 138 (188)
 Lots 86 and 87 of John Warner's Subdivision No. 1 as recorded in Liber 10, Page 34, Plats, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

*PT LOT 39 (S/N 20)
 RECORDED TO
 CORRECTION IN
 6/10/57
 BK HAS PT 275*

TRACT NO. D-317 B ~~241~~ 242

Lot 90, John Warner Subdivision Number 1 of Lot 11 and part of Lot 12 of Block 7 of Assessor's Addition to the Village of Warren, Macomb County, Michigan, as recorded in Liber 10, Page 34 of Plats, Macomb County Records. Containing 0.135 acres.

TRACT NO. D-318 B 242 (FEE)

Lots 91, 92, 93, 94, 95, 96 and 97, John Warner Subdivision Number 1 of Lot 11 and part of Lot 12 of Block 7 of Assessor's Addition to the Village of Warren, Macomb County, Michigan, as recorded in Liber 10, Page 34 of Plats, Macomb County Records. Containing 1.40 acres.

TRACT NO. D-319 B 243 E

Beginning at the NE corner of Lot 6, Assessor's Plat, Block 7, Village of Warren, thence South $45^{\circ} 08' 50''$ East 238.36 feet; thence North $61^{\circ} 09' 20''$ West 76.38 feet, thence North $44^{\circ} 09' 20''$ East 184.18 feet, thence North $88^{\circ} 54' 50''$ East 104.7 feet to the Point of Beginning. Containing 0.36 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-320 B 244 E

Commencing at the West $1/4$ post of Section 4, thence North $88^{\circ} 54' 50''$ East 684.60 feet to the Point of Beginning, thence North $88^{\circ} 54' 50''$ East 106.40 feet, thence North $62^{\circ} 02' 10''$ West 780.42 feet, thence North $87^{\circ} 37' 10''$ West 75.60 feet, thence North $1^{\circ} 02' 10''$ West 201.90 feet, thence North $85^{\circ} 36' 30''$ East 191.48 feet, thence South $59^{\circ} 07' 20''$ East 910.02 feet, thence South $22^{\circ} 56' 50''$ East 123.86 feet, thence South $88^{\circ} 54' 50''$ West 193.88 feet, thence South $44^{\circ} 09' 20''$ West 184.18 feet, thence North $61^{\circ} 09' 20''$ West 120.48 feet, thence North $44^{\circ} 36' 20''$ East 99.19 feet to the Point of Beginning. Containing 5.71 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-321 B 245 E

Beginning at the Northeast corner of Lot 4, Assessor's Plat, Block 7, Village of Warren, thence South $44^{\circ} 36' 30''$ West 99.19 feet, thence North $61^{\circ} 09' 20''$ West 115.93 feet, thence North $43^{\circ} 36' 30''$ East 16.90 feet, thence North $88^{\circ} 54' 50''$ East 159.00 feet to the Point of Beginning. Containing 0.15 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-322 B 246 E

Commencing at the NE corner, Lot 3, Assessor's Plat, Block 7, Village of Warren, thence South $43^{\circ} 36' 30''$ West 16.90 feet, thence North $61^{\circ} 09' 20''$ West 24.08 feet, thence North $88^{\circ} 54' 50''$ East 32.76 feet, to the Point of Beginning. Containing 0.01 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-323

B 247 E

Commencing at the West 1/4 post, Section 4, thence North 88° 54' 50" East 642.79 feet to the Point of Beginning, thence North 62° 02' West 640.46 feet, thence North 67° 32' 30" West 54.15 feet, thence North 1° 02' 10" West 51.07 feet, thence South 87° 30' 10" East 75.60 feet, thence South 62° 02' East 780.42 feet, thence South 88° 54' 50" West 148.21 feet to the Point of Beginning. Containing 1.263 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-324 C. 248

Commencing at the West 1/4 post of Section 4, thence North 88° 54' 50" East 33.00 feet, thence North 1° 02' 10" West 332.63 feet to the Point of Beginning, thence South 85° 18' 40" West 142.66 feet, thence South 0° 27' 20" West 103.65 feet, thence South 76° 28' 20" West 56.14 feet, North 1° 02' 10" West 371.05 feet, thence North 85° 36' East 200.35 feet, thence South 1° 02' 10" East 252.97 feet to the Point of Beginning. Containing 1.51 acres, Sections 4 and 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-325

B-235-2

Lots 56 and 57, John Warner Subdivision of part of Lot 12, Block 1 of Assessor's Addition to the Village of Warren, Macomb County, Michigan, as recorded in Liber 7 of Plats, Page 66, Macomb County Records. Containing 0.269 acres.

TRACT NO. D-326

B-239

Lot 88, John Warner Subdivision Number 1 of Lot 11 and part of Lot 12 of Block 7 of Assessor's Addition to the Village of Warren, Macomb County, Michigan, as recorded in Liber 10, Page 34 of Plats, Macomb County Records. Containing 0.119 acres.

TRACT NO. D-327

B-240

Lot 89, John Warner Subdivision Number 1 of Lot 11 and part of Lot 12 of Block 7 of Assessor's Addition to the Village of Warren, Macomb County, Michigan, as recorded in Liber 10, Page 34 of Plats, Macomb County Records. Containing 0.126 acres.

TRACT NO. D-328

Commencing at the Northeast corner of Lot 18, Block 7, Assessor's Plat, Village of Warren, thence South 0° 38' 40" East 650.52 feet to the Point of Beginning, thence South 0° 38' 40" East 101.30 feet, thence North 89° 56' West 87.99 feet, thence North 0° 38' 40" West 183.44 feet, thence South 75° 51' 10" East 75.45 feet, thence South 0° 38' 40" East 63.96 feet, thence North 89° 21' 20" East 15.00 feet to the Point of Beginning. Containing 0.33 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-329

Commencing at the Northeast corner of Lot 18, Block 7, Assessor's Plat, Village of Warren, thence South $0^{\circ} 38' 40''$ East 381.66 feet, thence South $86^{\circ} 34' 40''$ East 50.28 feet, thence South $0^{\circ} 38' 40''$ East 145.29 feet to the Point of Beginning, thence continuing South $0^{\circ} 38' 40''$ East 120.00 feet, thence North $89^{\circ} 21' 20''$ East 15.00 feet, thence North $0^{\circ} 38' 40''$ West 120.00 feet, thence South $89^{\circ} 21' 20''$ West 15.00 feet to the Point of Beginning. Containing 0.04 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan. b-226

TRACT NO. D-330

Commencing at the Northeast corner, Lot 18, Block 7, Assessor's Plat, Village of Warren, thence South $0^{\circ} 38' 40''$ East 530.52 feet to the Point of Beginning, thence South $0^{\circ} 38' 40''$ East 60.00 feet, thence North $75^{\circ} 51' 10''$ West 15.51 feet, thence North $0^{\circ} 38' 40''$ West 56.04 feet, thence North $89^{\circ} 21' 20''$ East 15.00 feet to the Point of Beginning. Containing 0.02 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. D-331

Commencing at the Northeast corner, Lot 18, Block 7, Assessor's Plat, Village of Warren, thence South $0^{\circ} 38' 40''$ East 590.52 feet to the Point of Beginning, thence continuing South $0^{\circ} 38' 40''$ East 60.00 feet, thence South $89^{\circ} 21' 20''$ West 15.00 feet, thence North $0^{\circ} 38' 40''$ West 63.96 feet, thence South $75^{\circ} 51' 10''$ East 15.51 feet to the Point of Beginning. Containing 0.02 acres, Section 4, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-501

C 301 E

Beginning at the Northwest corner of Lot 10, Assessor's Plat, Block 8, Village of Warren, thence North $87^{\circ} 17' 50''$ East 655.00 feet, thence North $1^{\circ} 20' 10''$ West 64.11 feet, thence North $76^{\circ} 18' 30''$ East 54.11 feet, thence North $68^{\circ} 47' 50''$ East 408.39 feet, thence South $1^{\circ} 02' 10''$ East 204.02 feet, thence South $87^{\circ} 17' 50''$ West 101.00 feet, thence South $62^{\circ} 20' 50''$ West 204.00 feet, thence South $80^{\circ} 45' 50''$ West 176.70 feet, thence South $57^{\circ} 20' 50''$ West 144.20 feet, thence South $80^{\circ} 21' 50''$ West 332.40 feet, thence North $80^{\circ} 44' 10''$ West 183.60 feet, thence North $1^{\circ} 06' 40''$ West 180.00 feet to the Point of Beginning. Containing 4.60 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-502

C 303

Beginning at the Northwest corner of Lot 8, Block 8, Assessor's Addition, thence North $1^{\circ} 14' 10''$ West 93.63 feet; thence North $80^{\circ} 45' 50''$ East 39.53 feet, thence North $62^{\circ} 20' 50''$ East 204.00 feet, thence North $87^{\circ} 17' 50''$ East 101.00 feet; thence South $1^{\circ} 02' 10''$ East 113.43 feet, thence South $89^{\circ} 08' 20''$ West 56.18 feet, thence South $1^{\circ} 02' 10''$ East 81.60

feet; thence South $89^{\circ} 14' 20''$ West 264.00 feet to the Point of Beginning. Containing 0.91 acres. Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan, being part of Lot 10, Block 8, Assessor's Addition, Village of Warren.

TRACT NO. E-503

C 302 E

Parts of Lots 3 and 4, Assessor's Block 8, described as follows: Beginning at the Northwest corner of Lot 4, Assessor's Block 8, thence North $89^{\circ} 08' 20''$ East 56.18 feet; thence South $1^{\circ} 02' 10''$ East 53.97 feet; thence South $76^{\circ} 28' 20''$ West 57.55 feet; thence North $1^{\circ} 02' 20''$ West 66.58 feet to the Place of Beginning. Containing 0.08 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-504

C 304 E

Part of Lot 6, Assessor's Plat, Block 8, described as follows: Beginning at the Northwest corner of Lot 6, Assessor's Plat, Block 8, thence North $89^{\circ} 14' 20''$ East 66.14 feet, thence South $76^{\circ} 28' 20''$ West 67.73 feet, thence North $1^{\circ} 02' 10''$ West 14.97 feet to the Place of Beginning. Containing 0.01 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-505

C 305 E

Part of Lot 7, Assessor's Plat, Block 8, Village of Warren, described as follows: Beginning at the Northwest corner of Lot 7, Assessor's Plat, Block 8, thence North $89^{\circ} 14' 20''$ East 65.69 feet, thence South $1^{\circ} 02' 10''$ East 14.97 feet, thence South $76^{\circ} 28' 20''$ West 67.18 feet, thence North $1^{\circ} 02' 10''$ West 29.82 feet to the Place of Beginning. Containing 0.03 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-506

C 306 E

Part of Lot 8, Assessor's Plat, Block 8, Village of Warren, described as follows: Beginning at the Northwest corner of Lot 8, thence North $89^{\circ} 14' 20''$ East 65.90 feet, thence South $1^{\circ} 02' 10''$ East 29.82 feet, thence South $76^{\circ} 28' 20''$ West 67.13 feet, thence North $01^{\circ} 41' 10''$ West 44.65 feet to the Point of Beginning. Containing 0.06 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-507

C 307 E

Part of Lot 9, Assessor's Plat, Block 8, Village of Warren, described as follows: Beginning at the Northeast corner of Lot 9, thence South $1^{\circ} 41' 10''$ East 14.97 feet, thence South $76^{\circ} 28' 20''$ West 64.80 feet, thence North $0^{\circ} 16' 50''$ East 9.96 feet, thence North $72^{\circ} 04' 50''$ East 65.70 feet to the Place of Beginning. Containing 0.02 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-508

C 308 E

Part of Lot 10, Assessor's Plat, Block 8, Village of Warren, described as follows: Commencing at the Northwest corner of Lot 10, thence South $1^{\circ} 06' 40''$ East 180.00 feet to the Place of Beginning, thence South $80^{\circ} 44' 10''$ East 183.60 feet, thence North $80^{\circ} 21' 50''$ East 332.40 feet, thence North $57^{\circ} 20' 50''$ East 144.20 feet, thence North $80^{\circ} 45' 50''$ East 137.15 feet, thence South $1^{\circ} 41' 10''$ East 138.28 feet, thence South $76^{\circ} 28' 20''$ West 12.26 feet, thence North $1^{\circ} 41' 10''$ West 14.97 feet, thence South $72^{\circ} 04' 50''$ West 65.70 feet, thence South $0^{\circ} 16' 50''$ West 9.96 feet, thence South $76^{\circ} 28' 20''$ West 608.61 feet, thence North $72^{\circ} 54' 50''$ West 105.01 feet, thence North $1^{\circ} 06' 40''$ West 141.97 feet to the Place of Beginning. Containing 2.33 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-509

C 309 E

Part of Lot 19, Assessor's Plat, Block 8, Village of Warren, described as follows: Commencing at the Southwest corner of Lot 19, thence North $87^{\circ} 17' 50''$ East 595.00 feet to the Point of Beginning, thence North $1^{\circ} 20' 10''$ West 52.44 feet, thence North $76^{\circ} 18' 30''$ East 61.41 feet, thence South $1^{\circ} 20' 10''$ East 64.11 feet, thence South $87^{\circ} 17' 50''$ West 60 feet to the Point of Beginning. Containing 0.08 acres,

TRACT NO. E-510

C 311 E

Part of Lot 11, Assessor's Plat of Village of Warren, Block 8, described as follows: Commencing at the Southwest corner of Lot 11; thence North $1^{\circ} 05' 10''$ West 211.88 feet to the Place of Beginning, thence North $1^{\circ} 05' 10''$ West 211.28 feet, thence North $88^{\circ} 21'$ East 564.24 feet, thence South $1^{\circ} 56' 40''$ East 396.07 feet, thence North $72^{\circ} 54' 50''$ West 575.80 feet, to the Place of Beginning. Containing 3.81 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-511

C 312 E

Part of Lot 11, Assessor's Plat, Village of Warren, described as follows: Commencing at the Southwest corner of Lot 11, Block 8, thence North $1^{\circ} 05' 10''$ West 423.16 feet to the Point of Beginning, thence North $1^{\circ} 05' 10''$ West 99.02 feet, thence South $74^{\circ} 36' 20''$ East 337.80 feet, thence South $88^{\circ} 21'$ West 323.94 feet to the Point of Beginning. Containing 0.36 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-512

C 313 E

Part of Lot 12, Assessor's Plat, Block 8, Village of Warren, described as follows: Commencing at the Southeast corner of Lot 12, thence North $1^{\circ} 05' 10''$ West 211.88 feet, to the Place of Beginning, thence North $72^{\circ} 54' 50''$ West 1.24 feet, thence North $82^{\circ} 39' 50''$ West 99.86 feet, thence North $1^{\circ} 05' 10''$ West 120.92

feet, thence South $81^{\circ} 32' 10''$ East 101.37 feet, thence South $1^{\circ} 05' 10''$ East 119.24 feet to the Place of Beginning. Containing 0.27 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-513

C 314 E

Part of Lot 12, Assessor's Plat, Block 8, Village of Warren, described as follows: Commencing at the Southwest corner of Lot 12, thence North $0^{\circ} 21' 40''$ West 267.39 feet to the Point of Beginning, thence North $0^{\circ} 21' 40''$ West 45.30 feet, thence South $85^{\circ} 56' 20''$ West 154.67 feet, thence North $0^{\circ} 14' 10''$ West 321.07 feet, thence North $88^{\circ} 30' 30''$ East 461.28 feet, thence South $80^{\circ} 10' 10''$ East, 667.09 feet, thence South $74^{\circ} 36' 20''$ East 13.27 feet, thence South $1^{\circ} 05' 10''$ East 191.81 feet, thence North $81^{\circ} 32' 10''$ West 101.37 feet; thence South $1^{\circ} 05' 10''$ East 120.92 feet, thence North $82^{\circ} 39' 50''$ West 465.26 feet, thence South $88^{\circ} 19' 40''$ West 419.66 feet to the Point of Beginning. Containing 8.42 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-514

C 324

Lots 48 and 49 of Supervisor's Plat of Greenwood Hills, a part of the Northeast $1/4$ of Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan, as recorded in Liber 21, Page 35 of Plats, Macomb County Records.

TRACT NO. E-515

C 315 E

Commencing at the Center Post of Section 5, thence South $88^{\circ} 41' 50''$ West 489.90 feet, thence North $0^{\circ} 18' 40''$ West 319.54 feet to the Point of Beginning, thence North $0^{\circ} 18' 40''$ West 170.41 feet, thence North $84^{\circ} 50' 20''$ West 75.00 feet, thence South $0^{\circ} 15' 40''$ East 172.57 feet, thence North $86^{\circ} 29' 10''$ West 78.30 feet, thence North $0^{\circ} 44' 40''$ West 350.80 feet, thence South $86^{\circ} 55' 50''$ East 395.13 feet, thence North $88^{\circ} 30' 30''$ East 112.52 feet, thence South $0^{\circ} 14' 10''$ East 321.07 feet, thence North $85^{\circ} 56' 20''$ East 154.67 feet, thence South $0^{\circ} 21' 40''$ East 45.30 feet, thence South $88^{\circ} 19' 40''$ West 193.95 feet, thence North $86^{\circ} 29' 10''$ West 312.29 feet to the Point of Beginning. Containing 3.96 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan

TRACT NO. E-516

C 317 E

Commencing at the Center Post, Section 5, thence South $88^{\circ} 41' 50''$ West 463.90 feet, thence North $1^{\circ} 22' 40''$ West 351.36 feet to the Point of Beginning, thence North $1^{\circ} 22' 40''$ West 190.64 feet, thence South $89^{\circ} 30' 40''$ East 80.04 feet, thence South $1^{\circ} 22' 40''$ East 194.89 feet, thence North $86^{\circ} 29' 10''$ West 80.30 feet to the Point of Beginning. Containing 8.35 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-517

C 316 E

Commencing at the Center Post, Section 5, thence South $88^{\circ} 41' 50''$ West 489.90 feet, thence North $0^{\circ} 18' 40''$ West 319.85 feet to the Point of Beginning, thence North $86^{\circ} 29' 10''$ West 74.96 feet, thence North $0^{\circ} 15' 40''$ West 172.57 feet, thence South $84^{\circ} 50' 20''$ East 75.00 feet, thence South $0^{\circ} 18' 40''$ East 170.41 feet to the Point of Beginning. Containing 0.29 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-518

C 318 E

Commencing at the Center Post, Section 5, thence South $88^{\circ} 41' 50''$ West 943.90 feet, thence North $0^{\circ} 44' 40''$ West 362.27 feet to the Point of Beginning, thence North $0^{\circ} 44' 40''$ West 161.29 feet, thence South $68^{\circ} 14' 20''$ West 214.24 feet, thence North $0^{\circ} 44' 40''$ West 227.85 feet, thence North $73^{\circ} 07' 10''$ East 188.47 feet, thence South $86^{\circ} 55' 50''$ East 330.39 feet, thence South $0^{\circ} 44' 40''$ East 350.80 feet, thence North $86^{\circ} 29' 10''$ West 147.64 feet, thence North $1^{\circ} 22' 40''$ West 194.89 feet, thence North $89^{\circ} 30' 40''$ West 80.04 feet, thence South $1^{\circ} 22' 40''$ East 190.64 feet, thence North $86^{\circ} 29' 10''$ West 40.74 feet, thence South $73^{\circ} 40' 10''$ West 44.34 feet to the Point of Beginning. Containing 3.15 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-519

C 319 E

Commencing at the Center Post, Section 5, thence South $88^{\circ} 41' 50''$ West 943.90 feet, thence North $0^{\circ} 44' 40''$ West 362.27 feet to the Point of Beginning, thence South $73^{\circ} 40' 10''$ West 103.81 feet, thence North $0^{\circ} 44' 40''$ West 150.77 feet, thence North $68^{\circ} 14' 20''$ East 107.12 feet, thence South $0^{\circ} 44' 40''$ East 161.29 feet to the Point of Beginning. Containing 0.36 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-520

C 320 E

Commencing at the Center Post, Section 5, thence South $88^{\circ} 41' 50''$ West 1043.90 feet, thence North $0^{\circ} 44' 40''$ West 334.25 feet to the Point of Beginning, thence South $73^{\circ} 40' 10''$ West 103.81 feet, thence North $0^{\circ} 44' 40''$ West 140.26 feet, thence North $68^{\circ} 14' 20''$ East 107.12 feet, thence South $0^{\circ} 44' 40''$ East 150.77 feet to the Point of Beginning. Containing 0.33 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-521

C 321 E

A parcel of land described as follows: Commencing at the center post of Section 5, thence South $88^{\circ} 41' 50''$ West 1143.20 feet, thence North $0^{\circ} 44' 40''$ West 247.39 feet to the Point of Beginning, thence North $89^{\circ} 19' 40''$ West 242.15 feet, thence North $0^{\circ} 44' 40''$ West 387.51 feet, thence North $89^{\circ} 42'$

20" East 243.70 feet, thence South 0° 44' 40" East 391.60 feet to the Point of Beginning. Containing 2.18 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-523 C - 322

Commencing at the West 1/4 Post, Section 5, thence North 1° 14' 40" West 487.30 feet to the Point of Beginning, thence continuing North 1° 14' 40" West 200.40 feet, thence North 87° 45' 50" East 581.30 feet, thence South 38° 51' 50" East 274.39 feet, thence North 88° 50' 20" East 664.54 feet, thence South 0° 44' 40" East 311.91 feet, thence South 84° 05' 20" West 285.57 feet, thence South 1° 03' 40" East 10.10 feet, thence South 88° 41' 50" West 611.34 feet, thence North 39° 17' 10" West 83.69 feet, thence North 5° 06' 40" West 90.03 feet, thence South 88° 37' 50" West 64.10 feet, thence North 39° 17' 10" West 249.74 feet, thence South 89° 08' 30" West 237.42 feet, thence South 71° 02' 50" West 1.50 feet to the Point of Beginning. Containing 11.216 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-524

C 323 E

Commencing at the West 1/4 Post, thence North 88° 41' 50" East 449.00 feet, thence North 1° 14' 40" West 140.35 feet, thence North 87° 21' 20" East 17.85 feet, thence North 5° 06' 40" West 58.32 feet to the Point of Beginning, thence North 39° 17' 10" West 113.88 feet, thence North 88° 37' 50" East 64.10 feet, thence South 5° 06' 40" East 90.03 feet to the Point of Beginning. Containing 0.06 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-525 C 325

Lot 47 of Supervisor's Plat of Greenwood Hills, a part of the Northeast 1/4 of Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan, as recorded in Liber 21, Page 35 of Plats, Macomb County Records; also, the East 1/2 of Ryan Road so-called, abutting Lot 47 hereinabove mentioned.

TRACT NO. E-526

C 310 E

Part of Lot 19, Assessor's Plat, Block 8, Village of Warren, described as follows: Commencing at the Southwest corner of Lot 19, thence North 87° 17' 50" West 325.48 feet to the Point of Beginning, thence North 76° 18' 30" East 275.24 feet, thence South 1° 20' 10" East 52.44 feet, thence South 87° 17' 50" West 269.52 feet to the Point of Beginning. Containing 0.16 acres, Section 5, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-527

C 326 E

Commencing at the West 1/4 Post, Section 5, thence North 88° 41' 50" East 33.00 feet, thence North 1°

14' 40" West 487.08 feet to the Point of Beginning, thence South 89° 08' 30" West 31.57 feet, thence South 71° 02' 50" West 1.50 feet, thence South 71° 04' 30" West 34.64 feet, thence North 1° 14' 40" West 365.77 feet, thence North 88° 56' 10" East 33.00 feet, thence North 1° 14' 40" West 29.68 feet, thence North 88° 45' 20" East 60.00 feet, thence South 1° 14' 40" East 183.86 feet, thence South 87° 45' 50" West 27.00 feet, thence South 1° 14' 40" East 200.30 feet to the Point of Beginning. Containing 0.68 acres, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. E-528

C 311 E 2

Part of Lot 11, Assessor's Plat, Village of Warren, Block 8, described as follows: Commencing at the Southwest corner of Lot 11, thence North 1° 05' 10" West 211.88 feet, thence South 72° 54' 50" East 92.00 feet, to the Point of Beginning, thence continuing South 72° 54' 50" East 483.80 feet, thence South 1° 06' 40" East 7.12 feet, thence North 76° 40' 50" West 475.14 feet, thence North 0° 29' 50" West 40.00 feet to the Point of Beginning. Containing 0.248 acres.

TRACT NO. F-601

Commencing at the East 1/4 Post, Section 6, thence North 1° 14' 40" West 487.30 feet to the Point of Beginning, thence South 71° 04' 30" West 255.91 feet, thence South 80° 07' 10" West 405.67 feet, thence North 76° 10' West 15.31 feet, thence North 1° 15' 20" West 189.80 feet, thence South 82° 49' 40" East 164.02 feet, thence North 61° 53' 20" East 478.14 feet, thence North 89° 40' 20" East 71.30 feet, thence South 1° 14' 40" East 246.20 feet to the Point of Beginning. Containing 3.19 acres, Section 6, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

C 327 E

TRACT NO. F-602

Commencing at the East 1/4 Post of Section 6, thence North 1° 14' 40" West 733.50 feet to the Point of Beginning, thence South 89° 40' 20" West 71.30 feet, thence South 61° 53' 20" West 478.14 feet, thence North 82° 49' 40" West 164.02 feet, thence North 1° 15' 20" West 224.58 feet, thence South 75° 33' 50" East 32.56 feet, thence North 72° 46' 40" East 360.09 feet, thence South 48° 28' 50" East 57.45 feet, thence South 88° 54' 50" East 63.40 feet, thence North 59° 40' 10" East 88.35 feet, thence North 88° 56' 10" East 125.02 feet, thence South 1° 14' 40" East 108.95 feet to the Point of Beginning. Containing 2.92 acres, Section 6, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

C 328 E

TRACT NO. F-603

Commencing at the East 1/4 Post, Section 6, thence North 89° 27' 10" West 678.50 feet, thence North 1° 15' 20" West 331.99 feet to the Point of Beginning,

C 329 E

thence North $76^{\circ} 10'$ West 589.35 feet, thence South $89^{\circ} 11' 50''$ West 24.75 feet, North $0^{\circ} 30' 20''$ West 397.94 feet, thence North $88^{\circ} 47' 40''$ East 597.65 feet, thence South $1^{\circ} 15' 20''$ East 553.41 feet to the Point of Beginning. Containing 6.52 acres, Section 6, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. F-604

Commencing at the East $1/4$ Post, Section 6, thence North $89^{\circ} 27' 10''$ West 1276.90 feet, thence North $0^{\circ} 30' 20''$ West 866.89 feet to the Point of Beginning, thence North $0^{\circ} 30' 20''$ West 24.29 feet, thence North $88^{\circ} 57' 30''$ East 14.14 feet, thence South $75^{\circ} 33' 50''$ East 89.96 feet, thence South $88^{\circ} 47' 40''$ West 101.87 feet to the Point of Beginning. Containing 0.03 acres, Section 6, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. F-605

Commencing at the Center Post, Section 6, thence North $0^{\circ} 52' 50''$ East 62.90 feet to the Point of Beginning, thence North $0^{\circ} 52' 50''$ East 314.01 feet, thence North $38^{\circ} 48' 10''$ East 624.56 feet, thence North $88^{\circ} 57' 30''$ East 870.71 feet, thence South $0^{\circ} 30' 20''$ East 225.12 feet, thence North $88^{\circ} 06' 10''$ West 693.00 feet, thence South $39^{\circ} 25' 50''$ West 796.37 feet, thence North $89^{\circ} 18' 10''$ West 70.00 feet to the Point of Beginning. Containing 8.07 acres, Section 6, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. F-606 - C 334 E

Beginning at the Center Post of Section 6, thence North $89^{\circ} 58' 40''$ West 1125.44 feet, thence North $46^{\circ} 29' 50''$ East 335.84 feet, thence North $86^{\circ} 27' 10''$ East 813.28 feet, thence North $38^{\circ} 48' 10''$ East 121.14 feet, thence South $0^{\circ} 52' 50''$ West 376.01 feet to the Point of Beginning. Containing 5.97 acres, Section 6, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. F-607

C 333 E

Beginning at the Center Post, Section 6, thence South $89^{\circ} 27' 10''$ East 232.49 feet, thence South $39^{\circ} 05' 30''$ West 160.10 feet, thence South $86^{\circ} 18' 10''$ West 134.36 feet, thence North $1^{\circ} 04' 10''$ East 135.16 feet to the Point of Beginning. Containing 0.53 acres, Section 6, T. 1 N., R. 12 E., Warren Township, Macomb County, Michigan.

TRACT NO. F-608 - C 335 E

Beginning at the Center Post of Section 6, thence South $1^{\circ} 04' 10''$ West 135.16 feet, thence South $86^{\circ} 18' 10''$ West 651.10 feet, thence South $25^{\circ} 35' 10''$ West 232.81 feet, thence North $0^{\circ} 45' 20''$ East 387.45 feet, thence South $89^{\circ} 58' 40''$ East 747.7 feet to

the Point of Beginning. Containing 2.96 acres,
Section 6, T. 1 N., R. 12 E., Warren Township,
Macomb County, Michigan.

TRACT NO. F-609 - C 336E

Commencing at the Center Post of Section 6, thence
North 89° 58' 40" West 747.7 feet to the Point of
Beginning, thence South 0° 45' 20" West 387.45
feet, thence South 25° 35' West 150.09 feet, thence
South 52° 50' 40" West 466.54 feet, thence South
83° 59' West 389.95 feet, thence North 26° 31' 40"
West 362.98 feet, thence South 83° 20' 40" East
558.62 feet, North 49° 27' 20" East 304.61 feet,
thence North 4° 29' 40" West 281.88 feet, thence
North 12° 10' 20" East 108.39 feet, thence South
89° 58' 40" East 204.62 feet to the Point of
Beginning. Containing 6.73 acres, Section 6,
T. 1 N., R. 12 E., Warren Township, Macomb County,
Michigan.

TRACT NO. F-610 - C 337E

Commencing at the West 1/4 Post of Section 6,
thence South 89° 58' 40" East 1275.85 feet to the
Point of Beginning, thence South 89° 58' 40" East
173.12 feet, thence South 12° 10' 20" West 108.39
feet, thence South 4° 29' 40" East 281.88 feet,
thence South 49° 27' 20" West 304.61 feet, thence
North 83° 20' 40" West 558.62 feet, thence South
26° 31' 40" East 362.98 feet, thence South 83°
59' West 192.10 feet, thence South 38° 03' West
611.99 feet, thence South 76° 21' 10" West 232.64
feet, thence North 1° 08' 40" West 637.05 feet,
thence North 38° 21' East 412.92 feet, thence North
73° 07' 40" East 454.90 feet, thence South 87° 19'
East 341.28 feet, thence North 52° 23' 10" East
135.11 feet, thence North 19° 14' 50" East 205.00
feet, thence North 46° 29' 50" East 71.64 feet to
the Point of Beginning. Containing 17.03 acres,
Section 6, T. 1 N., R. 12 E., Warren Township,
Macomb County, Michigan.

TRACT NO. F-611

Beginning at the Center Post of Section 6, thence
North 0° 52' 50" East 62.00 feet, thence South 89°
18' 10" East 70.00 feet, thence North 39° 25' 50"
East 796.37 feet, thence South 88° 06' 10" East
693.00 feet, South 0° 30' 20" East 197.11 feet,
thence South 89° 11' 50" West 673.73 feet, South
39° 05' 50" West 579.16 feet, thence North 89° 27'
10" West 232.49 feet to the Point of Beginning.
Containing 6.15 acres, Section 6, T. 1 N., R. 12 E.,
Warren Township, Macomb County, Michigan.

TRACT NO. F-612 - C 338E

Commencing at the West 1/4 Post, Section 6, thence
South 1° 08' 40" East 797.45 feet to the Point of
Beginning, thence North 38° 21' East 94.34 feet,
thence South 1° 08' 40" East 696.54 feet, thence
South 76° 21' 10" West 61.46 feet, thence North

1° 08' 40" West 637.05 feet, to the Point of Beginning.
Containing 0.92 acres, T. 1 N., R. 12 E., Warren
Township, Macomb County, Michigan.

OAKLAND COUNTY, MICHIGANTRACT NO. G-701 ✓

Southeast 1/4 of Section 1, T. 1 N., R. 11 E., Royal
Oak Township, Oakland County, Michigan, described as:
Commencing at the South 1/4 post, Section 1, thence
South 85° 11' East 626.30 feet to the Point of Begin-
ning, thence North 0° 19' West 436.29 feet, thence
North 56° 27' 50" East 744.84 feet, thence North 60°
01' 30" East 1128.90 feet, thence North 54° 49' 50"
East 523.10 feet, thence South 1° 08' 40" East 539.40
feet, thence South 56° 27' 10" West 311.05 feet, thence
South 59° 56' West 975.82 feet, thence South 55° 29'
50" West 774.76 feet, thence South 26° 11' 50" West
164.74 feet, thence North 85° 11' West 270.64 feet to
the Point of Beginning. Containing 25.29 acres.

TRACT NO. G-702 ✓

Part of Southeast 1/4 of Section 1, T. 1 N., R. 11
E., described as: Commencing at the South 1/4 post
Section 1, thence South 85° 11' East 356.38 feet to
the Point of Beginning, thence North 26° 57' 40" East
397.34 feet, thence North 55° 27' 50" East 104.90 feet,
thence South 0° 19' East 436.29 feet, thence North
85° 11' West 269.92 feet to the Point of Beginning.
Containing 1.57 acres.

TRACT NO. G-703

A parcel of land containing Lots 13, 14, 15, 166 and
167 of Killoran Heights Subdivision of part of the
Northeast 1/4 of Section 12, T. 1 N., R. 11 E., Royal
Oak Township, Oakland County, Michigan, according to
the plat thereof as recorded in Liber 46 on Page 4 of
Plats, Oakland County Records and part of Northeast 1/4
of Section 12 described as follows: Commencing at the
North 1/4 post of Section 12, thence South 85° 11' East
308.90 feet to the Point of Beginning, thence South
85° 11' East 633.04 feet, thence South 29° 47' 50" West
181.86 feet, thence South 41° 47' 30" West 265.39 feet,
thence North 58° 42' West 41.64 feet, thence South 32°
35' 40" West 219.53 feet, thence South 88° 01' West
171.90 feet, thence North 1° 59' West 558.84 feet to the
Point of Beginning. Containing 5.67 acres.

TRACT NO. G-704

Land in the Northeast 1/4 of Section 12, T. 1 N., R. 11
E., Royal Oak Township, Oakland County, Michigan, des-
cribed as: Commencing at the North 1/4 Post, Section 12,
thence South 85° 11' East 308.90 feet, thence South 1°
59' East 558.84 feet to the Point of Beginning, thence
North 88° 01' East 171.90 feet, thence South 32° 35' 40"
West 50.18 feet, thence South 39° 50' 10" West 216.09
feet, thence North 1° 59' West 201.61 feet to the Point
of Beginning. Containing 0.41 acres.

TRACT NO. G-705

Part of Section 12, T. 1 N., R. 11 E., Royal Oak Township, Oakland County, Michigan, described as: Commencing at the North 1/4 post, Section 12, thence South 85° 11' East 308.90 feet, thence South 1° 59' East 33.25 feet to the Point of Beginning, thence South 1° 59' East 727.20 feet, thence South 39° 50' 10" West 230.18 feet, thence South 37° 06' 40" West 677.64 feet, thence South 52° 54' 30" West 380.82 feet, thence South 64° 12' 10" West 216.34 feet, thence South 88° 08' 20" West 603.96 feet, thence North 2° 11' West 448.66 feet, thence North 87° 51' 50" East 505.66 feet, thence North 64° 47' East 82.00 feet, thence North 52° 51' 30" East 268.89 feet, thence North 37° 26' 40" East 583.31 feet, thence North 39° 54' 20" East 453.89 feet, thence North 34° 05' 10" East 375.89 feet to the Point of Beginning. Containing 22.55 acres.

D 402 E

TRACT NO. G-706

Lots 629 to 641, Lots 721 to 761 and Lots 788 to 803, Northeastern Highway Subdivision #1, part of the West 1/2 of the Northwest 1/4 of Section 12, T. 1 N., R. 11 E., Royal Oak Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 35 on Pages 21 and 21A of Plats, Oakland County Records.

D 403

TRACT NO. G-707

Lots 642 to 645 Inclusive, and Lots 717 to 720, inclusive, Northeastern Highway Subdivision #1, part of the West 1/2 of the Northwest 1/4 of Section 12, T. 1 N., R. 11 E., Royal Oak Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 35 on Pages 21 and 21A of Plats, Oakland County Records.

D 404

TRACT NO. G-708

Lots 28, 29 and 30, North Acres Subdivision, part of the Northwest 1/4 of the Southwest 1/4 of Section 12, T. 1 N., R. 11 E., Oakland County, Michigan, according to the plat thereof as recorded in Liber 33 on Page 22 of Plats, Oakland County Records.

D 422

TRACT NO. G-709

Lots 646 to 658, inclusive, and Lots 712 to 716, inclusive, Northeastern Highway Subdivision #1, part of the West 1/2 of the Northwest 1/4 of Section 12, T. 1 N., R. 11 E., Royal Oak Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 35 on Pages 21 and 21A of Plats, Oakland County Records.

D 405 X

TRACT NO. G-710

Lots 659 to 665, inclusive, 674 to 682, inclusive, and Lots 705 to 711, inclusive, Northeastern Highway Sub-

D 406

division #1, part of the West 1/2 of the Northwest 1/4 of Section 12, T. 1 N., R. 11 E., Royal Oak Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 35, Pages 21 and 21A of Plats, Oakland County Records.

TRACT NO. G-711

Lots 683 to 691, inclusive, and Lot 697 to 704, inclusive, Northeastern Highway Subdivision #1, part of the West 1/2 of the Northwest 1/4 of Section 12, T. 1 N., R. 11 E., Royal Oak Township, Oakland County, Michigan, according to the plat thereof as recorded in Liber 35 on Pages 21 and 21A of Plats, Oakland County Records. D 407

TRACT NO. G-712

Part of Section 12, T. 1 N., R. 11 E., Royal Oak Township, Oakland County, Michigan, described as: Commencing at the West 1/4 post, Section 12, thence North 88° 29' East 417.95 feet to the Point of Beginning, thence North 88° 29' East 486.35 feet, thence South 6° 22' 30" West 77.91 feet, thence South 23° 08' 20" West 297.69 feet, thence 88° 31' 20" West 543.59 feet, thence North 27° 25' 50" East 396.91 feet to the Point of Beginning. Containing 4.19 acres. D 409 E

TRACT NO. G-713

Lot 48, North Acres Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 12, T. 1 N., R. 11 E., Oakland County, Michigan, according to the plat thereof as recorded in Liber 33 on Page 22 of Plats, Oakland County, Records. D 410

TRACT NO. G-714

Lot 53, North Acres Subdivision, part of the Northwest 1/4 of the Southwest 1/4 of Section 12, T. 1 N., R. 11 E., Oakland County, Michigan, according to the plat thereof as recorded in Liber 33 on Page 22 of Plats, Oakland County Records. D 412

TRACT NO. G-715

Lot 54, North Acres Subdivision, part of the Northwest 1/4 of the Southwest 1/4 of Section 12, T. 1 N., R. 11 E., Oakland County, Michigan, according to the plat thereof as recorded in Liber 33 on Page 22 of Plats, Oakland County Records. D-413 E

TRACT NO. G-716

Lot 51, North Acres Subdivision, part of Northwest 1/4 of Southwest 1/4, Section 12, T. 1 N., R. 11 E., Oakland County, Michigan, according to the plat thereof as recorded in Liber 33 on Page 22 of Plats, Oakland County Records. D-417

TRACT NO. G-717

Lot 50, North Acres Subdivision, part of Northwest 1/4

of Southwest 1/4 of Section 12, T. 1 N., R. 11 E.,
Oakland County, Michigan, according to the plat
thereof as recorded in Liber 33 on Page 22 of Plats,
Oakland County Records.

TRACT NO. G-718

Lot 52, North Acres Subdivision, part of Northwest
1/4 of Southwest 1/4 of Section 12, T. 1 N., R. 11 E.,
Oakland County, Michigan, according to the plat
thereof as recorded in Liber 33 on Page 22 of Plats,
Oakland County Records. D 416

TRACT NO. G-719

Lot 31, North Acres Subdivision, part of Northwest
1/4 of Southwest 1/4, Section 12, T. 1 N., R. 11 E.,
Oakland County, Michigan, according to the plat
thereof as recorded in Liber 33 on Page 22 of Plats,
Oakland County Records. D 420

TRACT NO. G-720

Lots 19, 20, 21, 22, 23 and 24, North Acres Sub-
division, part of the Northwest 1/4 of the Southwest
1/4 of Section 12, T. 1 N., R. 11 E., Oakland County,
Michigan, according to the plat thereof as recorded
in Liber 33, Page 22 of Plats, Oakland County Records. D 421

TRACT NO. G-721

Lots 16, 17 and 18, North Acres Subdivision, part of the
Northwest 1/4 of the Southwest 1/4 of Section 12, T. 1 N.,
R. 11 E., Oakland County, Michigan, according to the
plat thereof as recorded in Liber 33 on Page 22. D 415

TRACT NO. G-722

Lots 14 and 15, North Acres Subdivision, part of North-
west 1/4 of Southwest 1/4, Section 12, T. 1 N., R. 11 E.,
Oakland County, Michigan, according to the plat thereof
as recorded in Liber 33 on Page 22 of Plats, Oakland
County Records. D 414E

TRACT NO. G-723

Lots 771 to 787, inclusive, Northeastern Highway Sub-
division #1, part of the West 1/2 of the Northwest
1/4 of Section 12, T. 1 N., R. 11 E., Royal Oak Town-
ship, Oakland County, Michigan, according to the plat
thereof as recorded in Liber 35 on Pages 21 and 21A
of Plats, Oakland County Records. D 408

TRACT NO. G-724

Lot 49, North Acres Subdivision, part of Northwest
1/4 of Southwest 1/4, Section 12, T. 1 N., R. 11 E.,
Oakland County, Michigan, according to the plat thereof
as recorded in Liber 33 on Page 22 of Plats, Oakland
County Records. D 411

TRACT NO. G-725

Lot 32, North Acres Subdivision, part of Northwest 1/4 of Southwest 1/4, Section 12, T. 1 N., R. 11 E., Oakland County, Michigan, according to the plat thereof as recorded in Liber 33 on Page 22 of Plats, Oakland County Records. D 419

TRACT NO. G-726

Westerly half of Dequindre Road. Commencing at the East 1/4 Post, Section 1, T. 1 N., R. 11 E., Royal Oak Township, Oakland County, Michigan, thence South 1° 08' 40" East 797.45 feet to the Point of Beginning, thence South 1° 08' 40" East 539.40 feet, thence South 56° 27' 10" West 71.06 feet, thence North 1° 08' 40" West 536.97 feet, thence North 54° 49' 50" East 72.40 feet to the Point of Beginning. Containing 0.741 acres, more or less. C 339 E

TRACT NO. G-727

Commencing at the North 1/4 post, Section 12, thence South 85° 11' East 308.90 feet to the Point of Beginning, thence South 85° 11' East 47.48 feet, thence North 26° 57' 40" East 35.63 feet, thence South 85° 11' East 540.04 feet, thence South 26° 11' 50" West 35.44 feet, thence South 85° 11' East 45.00 feet, thence South 29° 47' 50" West 66.19 feet, thence North 85° 11' West 597.94 feet, thence North 1° 59' West 60.42 feet, to the Point of Beginning. Containing 1.257 acres. C 342 E

TRACT NO. G-728

Commencing at the East 1/4 Post, Section 11, thence South 1° 15' 10" East 607.40 feet to the Point of Beginning, thence North 88° 48' 50" East 53.00 feet, thence South 1° 15' 10" East 434.75 feet, thence South 88° 48' 50" West 53.00 feet, thence South 1° 15' 10" East 88.77 feet, thence South 84° 42' 30" West 33.08 feet, thence North 1° 15' 10" West 513.84 feet, thence South 88° 55' 40" East 33.03 feet, thence North 1° 15' 10" West 13.35 feet to the Point of Beginning. Containing 0.917 acres. D 423 E

TRACT NO. H-801

Commencing at the East 1/4 Post, Section 11, T. 1 N., R. 11 E., thence South 1° 15' 10" East 620.75 feet to the Point of Beginning, thence South 1° 15' 10" East 510.17 feet, thence South 84° 42' 30" West 638.10 feet, thence North 01° 00' 50" West 507.08 feet, thence 83° 34' 40" East 565.37 feet, thence South 88° 55' 40" East 71.43 feet to the Point of Beginning. D 424 E

TRACT NO. H-802

Part of the Southeast 1/4 of Section 11, T. 1 N., R. 11 E., Royal Oak Township, described as follows: Commencing at the South 1/4 Post of Section 11, thence D 425 E

North 88° 32' 10" East 1147.11 feet, thence North 0° 47' 50" West 1047.07 feet to the Point of Beginning, thence North 0° 47' 50" West 659.03 feet, thence North 44° 52' 50" East 349.18 feet, thence North 83° 34' 40" East 300.44 feet, thence South 01° 00' 50" East 507.08 feet, thence South 84° 42' 30" West 88.16 feet, thence South 44° 58' West 548.25 feet, thence South 61° 54' 10" West 78.89 feet to the Point of Beginning. Containing 8.00 acres.

D 425 E

TRACT NO. H-803

Part of the Southeast 1/4 of Section 11, T. 1 N., R. 11 E., Royal Oak Township, described as follows: Commencing at the South 1/4 post of Section 11, thence North 88° 32' 10" East 1168.94 feet, thence North 0° 41' 40" West 907.59 feet to the Point of Beginning, thence North 0° 41' 40" West 567.32 feet, thence North 64° 40' 50" East 72.78 feet, thence North 44° 52' 50" East 292.57 feet, thence South 0° 47' 50" East 659.03 feet, thence South 61° 54' 10" West 311.18 feet to the Point of Beginning. Containing 3.80 acres.

D 426 E

TRACT NO. H-804

Part of the Southeast 1/4 of Section 11, T. 1 N., R. 11 E., Royal Oak Township, described as follows: Commencing at the South 1/4 post of Section 11, thence North 88° 32' 10" East 890.77 feet, thence North 0° 35' 30" West 849.06 feet to the Point of Beginning, thence North 0° 35' 30" West 503.22 feet, thence North 64° 40' 50" East 303.29 feet, thence South 0° 41' 40" East 567.32 feet, thence South 61° 54' 10" West 74.32 feet, thence South 81° 43' West 212.54 feet to the Point of Beginning. Containing 3.45 acres.

D 427 E

TRACT NO. H-805

Part of Southeast 1/4 of Section 11, T. 1 N., R. 11 E., described as follows: Commencing at the South 1/4 Post, Section 11, thence North 0° 41' 20" West 375.33 feet to the Point of Beginning, thence North 0° 41' 20" West 592.97 feet, thence North 35° 54' 50" East 356.38 feet, thence North 81° 17' 10" East 674.59 feet, thence North 64° 40' 50" East 13.57 feet, thence South 0° 35' 30" East 503.22 feet, thence South 81° 43' West 404.82 feet, thence South 34° 55' 10" West 365.65 feet, thence South 65° 05' 30" West 304.69 feet to the Point of Beginning. Containing 12.18 acres.

D 428 E

TRACT NO. H-806

Part of Southwest 1/4 of Section 11, T. 1 N., R. 11 E., described as follows: Commencing at the South 1/4 Post, Section 11, thence North 0° 41' 20" West 683.42 feet to the Point of Beginning, thence North 0° 41' 20" West 284.87 feet, thence South 35° 54' 40" West 92.48 feet, thence South 62° 53' 20" West 481.48 feet, thence North 88° 53' 10" East 487.34 feet to the Point of Beginning. Containing 1.37 acres.

D 429 E

TRACT NO. H-807

Part of Southwest 1/4 of Section 11, T. 1 N., R. 11 E., described as follows: Commencing at the South 1/4 Post, Section 11, thence North 0° 41' 20" West 375.33 feet to the Point of Beginning, thence North 0° 41' 20" West 308.09 feet, thence South 88° 53' 10" West 290.00 feet, thence South 0° 41' 20" East 436.06 feet, thence North 65° 05' 30" East 317.99 feet to the Point of Beginning. Containing 2.46 acres. D 430 E

TRACT NO. H-808

Part of Southwest 1/4 of Section 11, T. 1 N., R. 11 E., described as follows: Commencing at the South 1/4 Post, Section 11, thence South 88° 53' 10" West 290.00 feet, thence North 0° 41' 20" West 247.00 feet to the Point of Beginning, thence North 0° 41' 20" West 436.06 feet, thence South 88° 53' 10" West 255.46 feet, thence South 0° 45' 10" East 474.88 feet, thence North 82° 22' 10" East 228.13 feet, thence North 65° 05' 30" East 31.32 feet to the Point of Beginning. Containing 2.66 acres. D 431 E

TRACT NO. H-809

Commencing at the South 1/4 Post of Section 11, thence South 88° 53' 10" West 946.99 feet to the Point of Beginning, thence South 88° 53' 10" West 345.18 feet, thence North 0° 39' 50" West 591.50 feet, thence North 79° 39' 20" East 186.81 feet, thence North 81° 26' 50" East 344.99 feet, thence South 2° 19' 10" East 513.22 feet, thence South 88° 53' 10" West 200.00 feet, thence South 2° 19' 10" East 153.00 feet to the Point of Beginning. Containing 7.25 acres. D 433 E 2

TRACT NO. H-810

Commencing at the South 1/4 post, Section 11, thence South 88° 53' 10" West 1296.32 feet to the Point of Beginning, thence North 0° 39' 50" West 410.00 feet, thence South 71° 42' West 526.24 feet, thence South 0° 51' 20" East 250 feet, thence North 89° 24' East 500.64 feet to the Point of Beginning. Containing 3.79 acres. D 434 E

TRACT NO. H-811

Part of Lot #5, Assessor's Plat No. 32 as recorded in Liber 28 on Page 34 of Plats, described as follows: Commencing at North 1/4 Post, Section 14, T. 1 N., R. 11 E., thence South 88° 53' 10" West 1294.32 feet, thence South 89° 24' West 309.65 feet to the Point of Beginning, thence South 20° 59' West 254.34 feet, thence South 88° 45' 30" West 709.64 feet, thence North 1° 10' 40" West 56.76 feet, thence South 88° 59' 10" West 81.73 feet, thence North 1° 18' West 188.33 feet, thence North 89° 24' East 887.55 feet to the Point of Beginning. Containing 4.53 acres. D 436 E

TRACT NO. H-812

Part of the Southwest 1/4 of Section 11, T. 1 N., R. 11 E., described as follows: Commencing at the South D 432 E

D 437 E

1/4 post of Section 11, thence South 88° 53' 10" West 607.08 feet, thence North 1° 07' 50" East 202.14 feet to the Point of Beginning, thence North 1° 07' 50" East 183.30 feet, thence West 50.44 feet, thence North 0° 45' 10" West 297.98 feet, thence North 88° 53' 10" East 102.00 feet, thence South 0° 45' 10" East 474.88 feet, thence South 82° 22' 10" West 57.97 feet to the Point of Beginning. Containing 0.92 acres.

TRACT NO. H-813

Commencing at the South 1/4 Post, Section 11, T. 1 N., R. 11 E., Royal Oak Township, Oakland County, Michigan, thence South 88° 53' 10" West 607.08 feet, thence North 1° 07' 50" East 134.82 feet to the Point of Beginning, thence South 89° 26' 20" West 149.80 feet, thence North 2° 19' 10" West 530.08 feet, thence North 81° 26' 50" East 34.36 feet, thence North 80° 37' 50" East 89.68 feet, thence South 0° 45' 10" East 297.98 feet, thence East 50.44 feet, thence South 1° 07' 50" West 250.62 feet to the Point of Beginning. Containing 1.51 acres, more or less.

D 433 E-1

D 437 E

TRACT NO. H-814

Commencing at the North 1/4 Post, Section 14, thence South 88° 53' 10" West 1294.32 feet to the Point of Beginning, thence South 89° 24' West 309.65 feet, thence South 20° 59' West 64.52 feet, thence South 89° 24' West 863.08 feet, thence North 1° 18' West 60.00 feet, thence North 89° 24' East 696.57 feet, thence North 0° 51' 20" West 33.00 feet, thence North 89° 24' East 500.75 feet, thence South 0° 51' 20" East 33.00 feet to the Point of Beginning. Containing 1.585 acres.

D 435 E

TO HAVE AND TO HOLD unto the DRAINAGE BOARD OF THE RED RUN DRAIN, GRANTEE, to the sole and only proper use, benefit and behoof of the said GRANTEE, its successors and assigns, forever, together and with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

It is provided, however, and the GRANTOR AND GRANTEE herein do hereby mutually agree that nothing in this instrument shall be construed to mean that the GRANTEE is relieved of the obligations imposed by the provisions of the Flood Control Act of 1948, Public Law 858, 80th Congress, Second Session, approved June 30, 1948, or that such obligations shall be mitigated in any way. These obligations include all obligations set out in the assurances given to the United States of

America by the GRANTEE, and accepted by the United States of America, and any other duties and obligations imposed upon the GRANTEE arising directly or indirectly under existing Federal Law.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, acting by and through its SECRETARY OF THE ARMY, GRANTOR herein, acting under and by virtue of the power and authority vested in him, as hereinbefore set forth, has hereunto set his hand and caused to be affixed the seal of the Department of the Army of the UNITED STATES OF AMERICA on the day and year first herein written.

Signed in the Presence of:

UNITED STATES OF AMERICA

/s/ Beryl DeNeill

/s/ Robert T. Stevens

/s/ BERYL DE NEIL
CLARENCE DE NEILL

BY Robert T. Stevens
Secretary of the Army

/s/ Harold P. Jackson
HAROLD P. JACKSON

/s/ Peter G. Yanitt
PETER G. YANITT

STATE OF VIRGINIA

COUNTY OF ARLINGTON

SS

On this 27th day of June, 1955, before me personally appeared Robert T. Stevens, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as Secretary of the Army of the United States of America, for the uses and purposes therein set forth.

(SEAL AFFIXED)

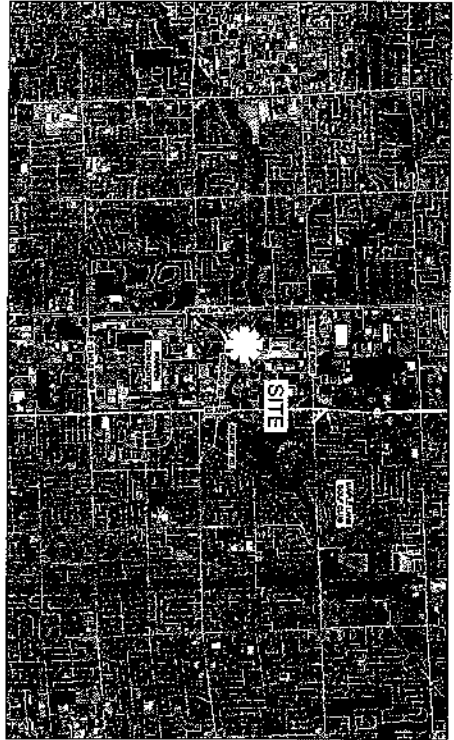
A. F. SPADA
NOTARY PUBLIC
ARLINGTON COUNTY

/s/ A. F. Spada
A. F. Spada

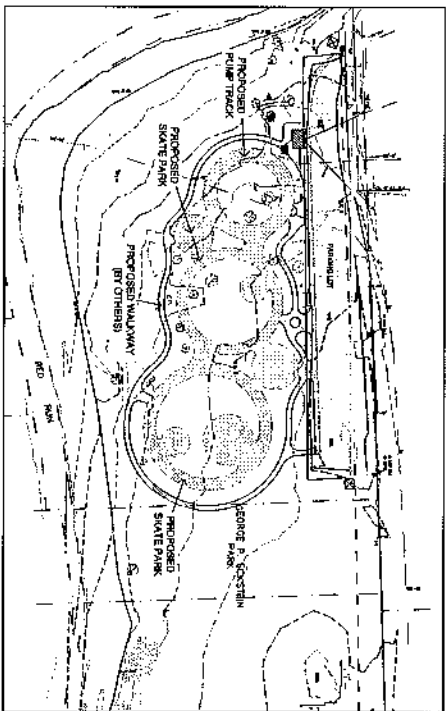
Notary Public, County of Arlington
State of Virginia

My Commission Expires MY COMMISSION EXPIRES SEPT. 7, 1956

EXHIBIT B



LOCATION MAP
N.T.S.



AREA OF WORK MAP
N.T.S.



3D MODEL VIEW
N.T.S.

Know what's below.
Call before you dig.
811

PROJECT TEAM

OWNER'S REPRESENTATIVE
CITY OF TAMPA
DEPT. OF PUBLIC WORKS
CITY ENGINEER
TAMPA, FL 33602
TEL: 813-258-4000
FAX: 813-258-4000

LANDSCAPE ARCHITECT
ECKSTEIN PARK
1000 N. GULF BLVD., SUITE 100
TAMPA, FL 33602
TEL: 813-258-4000
FAX: 813-258-4000

SKATE PARK DESIGN & CONSTRUCTION
BILLY COLEMAN
ENTERTAINMENT SYSTEMS
1000 N. GULF BLVD., SUITE 100
TAMPA, FL 33602
TEL: 813-258-4000
FAX: 813-258-4000

GENERAL NOTES

1. DO NOT CUT OR REMOVE ANY EXISTING PLANTING. USE EXISTING PLANTING AND ANY REMOVAL SHALL BE REPLACED TO THE ORIGINAL CONDITION OR BETTER.
2. ADJUST THE SKATE PARK REPRESENTATIVE TO THE EXISTING SKATE PARK REPRESENTATIVE.
3. VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION OF WORK. NEW LOCATIONS SHALL BE NOTIFIED TO THE CITY OF TAMPA (727) 258-4000 PRIOR TO BEGINNING WORK.
4. CONSTRUCTION TO DISBURSEMENT WITH CITY OF TAMPA. PROVIDE A 12" POLYETHYLENE GLASS FIBER REINFORCED CONCRETE (GFRP) CURB TO THE SKATE PARK REPRESENTATIVE.
5. ALL CONCRETE SHALL BE 4000 PSI WITH A MINIMUM 4000 PSI COMPRESSIVE STRENGTH. PROVIDE A 12" POLYETHYLENE GLASS FIBER REINFORCED CONCRETE (GFRP) CURB TO THE SKATE PARK REPRESENTATIVE.
6. ALL STEEL, COATING TO BE 1 INCH SCH. 40 AND PAINTED BLACK.
7. SKATE PARK REPRESENTATIVE SHALL BE IN A POSITION TO BE REMOVED FROM THE SKATE PARK REPRESENTATIVE.

DRAWING INDEX

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SKATE PARK REPRESENTATIVE	2
SKATE PARK REPRESENTATIVE	3
SKATE PARK REPRESENTATIVE	4
SKATE PARK REPRESENTATIVE	5
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SKATE PARK REPRESENTATIVE	50

PROPERTY INFORMATION

1. SITE LEGAL DESCRIPTION: 154-02-0001, 154-02-0002
2. PARCELS TO NUMBER: 200

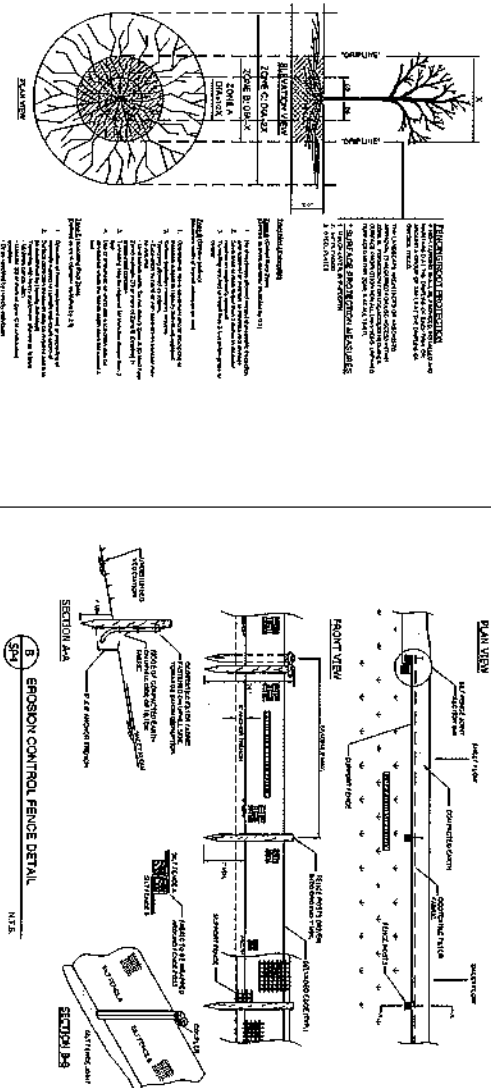
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SILT FENCE WITH SUPPORT FENCE

(Section)



A TREE PROTECTION DETAIL

SP-1

N.T.S.

TREE PROTECTION NOTES:

1. Install a minimum of 12" high and 12" wide barrier around the tree trunk to protect the trunk from damage.
2. The barrier shall be made of 1/2" thick plastic or 1/2" thick wood and shall be secured to the ground with 1/2" x 12" stakes.
3. The barrier shall be installed around the tree trunk to a minimum of 12" from the trunk.
4. The barrier shall be installed around the tree trunk to a minimum of 12" from the trunk.
5. The barrier shall be installed around the tree trunk to a minimum of 12" from the trunk.
6. The barrier shall be installed around the tree trunk to a minimum of 12" from the trunk.
7. The barrier shall be installed around the tree trunk to a minimum of 12" from the trunk.

B EROSION CONTROL FENCE DETAIL

SP-2

N.T.S.

SOIL EROSION AND SEDIMENTATION CONTROL NOTES AND MAINTENANCE NOTES

The project will be constructed in accordance with 9.1 of Act 451, as amended, the Soil Erosion and Sedimentation Control Act, and the following details, and shall conform to the standards and specifications of the Michigan County Public Works Department.

All erosion and sedimentation control work shall conform to the standards and specifications of the Michigan County Public Works Department.

The contractor shall be responsible for the maintenance and repair of all erosion and sedimentation control work.

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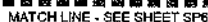
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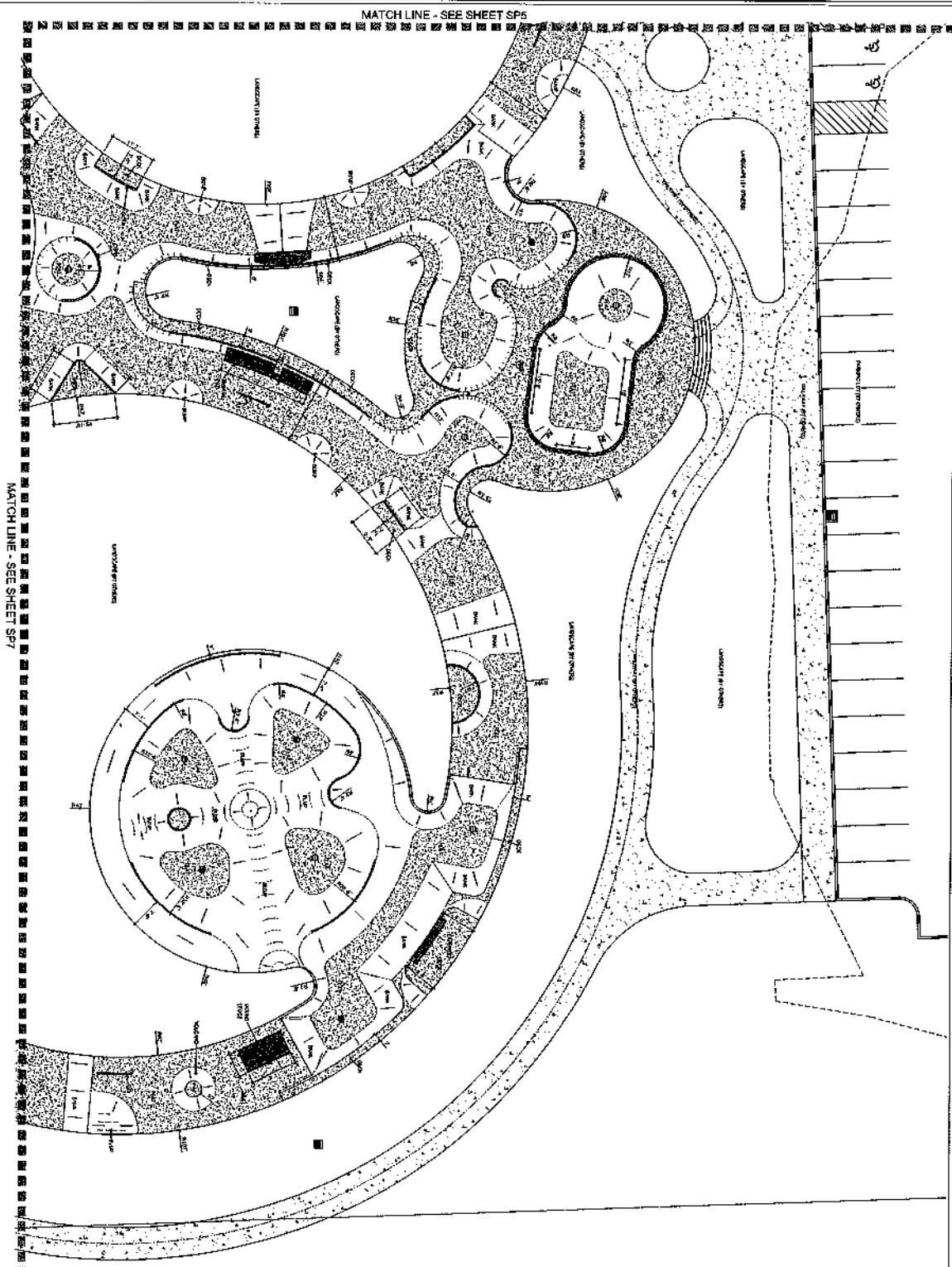
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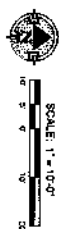
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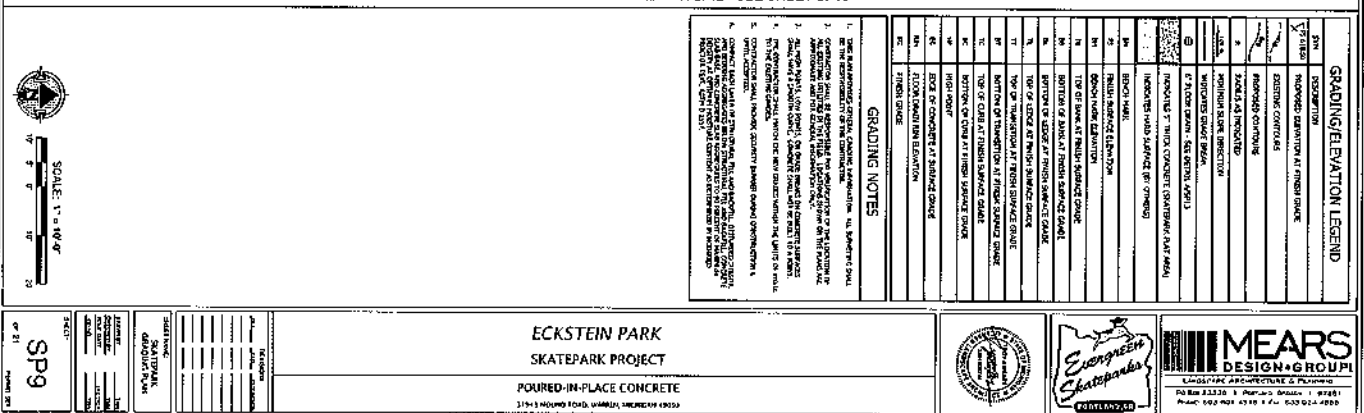




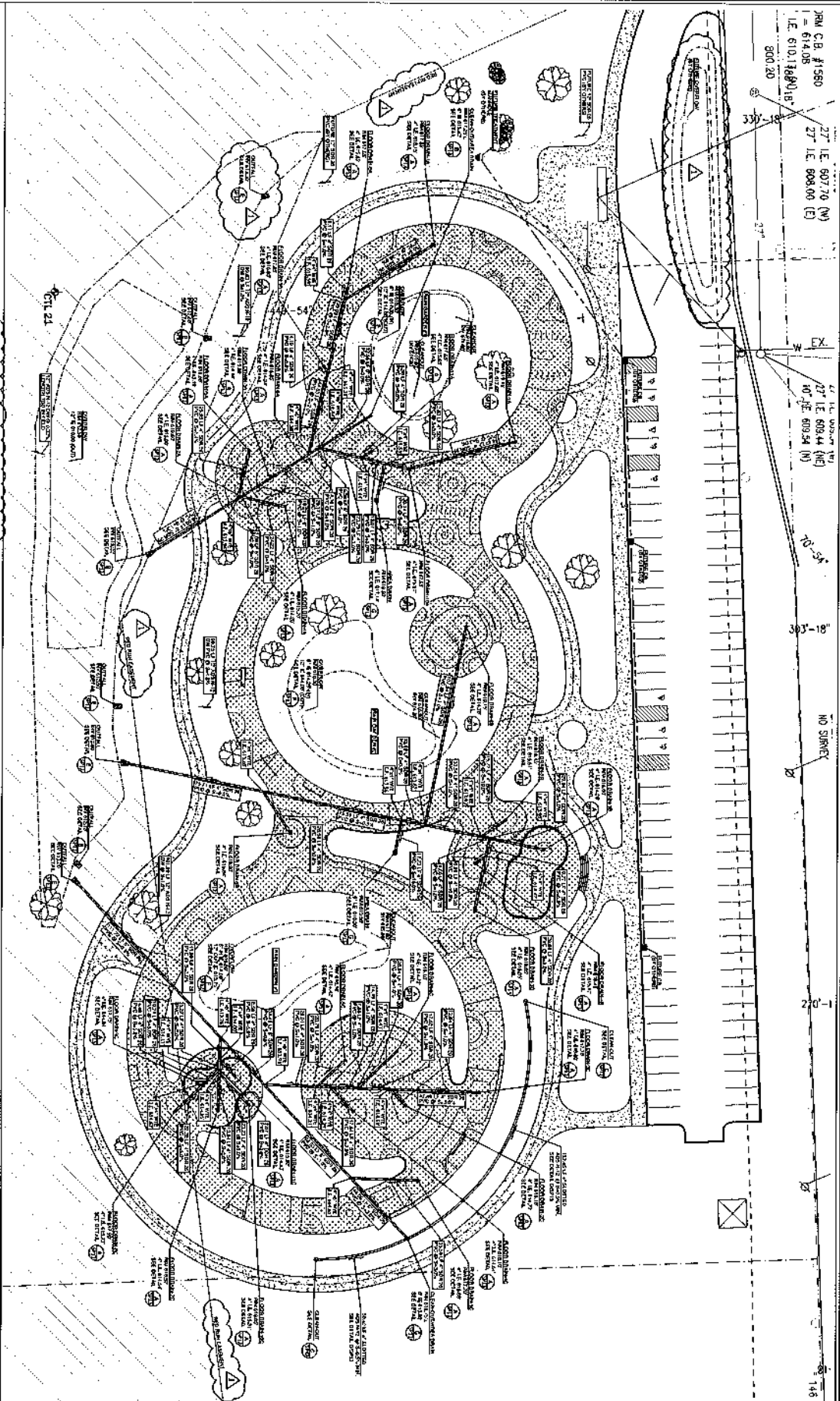
LAYOUT LEGEND	
SYN	ACCOMMODATION
1	ROOMS IS INDICATED
7	STAIRWAY AS SHOWN
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	STAIR CLOSING - REFER TO SPECIAL REPORT
	STAIR CLOSING - REFER TO SPECIAL REPORT
	POOL CLOSING - REFER TO SPECIAL REPORT
	INDICATES SLOPE OF ROOFS, THE MORE NUMERICAL
	INDICATES 5 INCH CONCRETES (SLOPES AND RISES)
	INDICATES WIND DIRECTION (BY COMES)

- ## LAYOUT NOTES
1. ALL THE PAGES OF THIS BOOK HAVE BEEN CHECKED FOR CONSISTENCY IN THE LAYOUT OF THE CONTENTS.
 2. THE COMPOSITION SHALL BE RESPONSIBLE FOR ALL SURVEY WORK.
 3. THE COMPOSITION SHALL BE RESPONSIBLE FOR THE PREPARATION OF THE CONTENTS OF ALL LITERATURE IN THE FIELD, INCLUDING REPORTS ON THE PROGRESS OF WORK.
 4. ALL LITERATURE SHALL BE CHECKED FOR THE CORRECT SPELLING OF THE NAMES OF PLACES AND PLANTS.
 5. THE COMPOSITION SHALL BE RESPONSIBLE FOR THE CORRECT SPELLING OF THE NAMES OF PLACES AND PLANTS.
 6. THE COMPOSITION SHALL BE RESPONSIBLE FOR THE CORRECT SPELLING OF THE NAMES OF PLACES AND PLANTS.
 7. THE COMPOSITION SHALL BE RESPONSIBLE FOR THE CORRECT SPELLING OF THE NAMES OF PLACES AND PLANTS.









DRAINAGE LEGEND

DRAINAGE NOTES

SCALE: 1" = 20'-0"

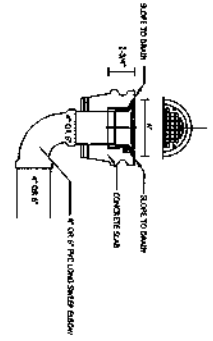
SP12

ECKSTEIN PARK
SKATEPARK PROJECT

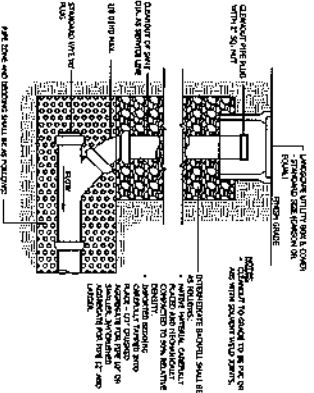
POURED-IN-PLACE CONCRETE

JED-41 MOUND ROAD, WAUWATSE, WISCONSIN 53190-1401

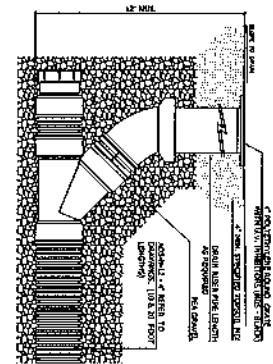




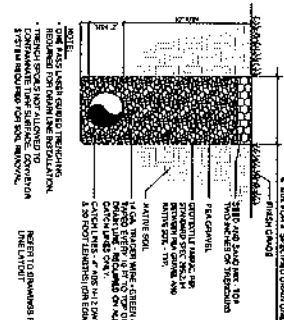
A JSC FLOOR DRAIN (D53072)
JONES STEPHENS CORP.
N.T.S.



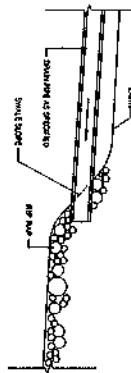
B CLEAN OUT DETAIL
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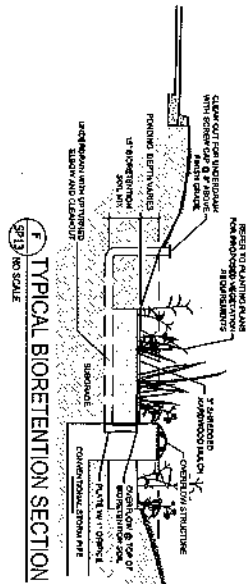
C ROUND GRATE - CLEAN OUT
N.T.S.



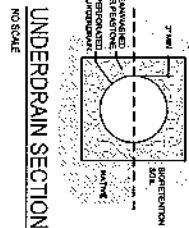
D FRENCH DRAIN DETAIL
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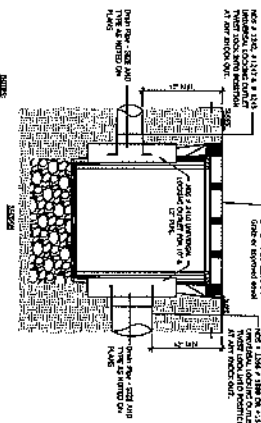
E OUTFALL FROM SKATEPARK
N.T.S.



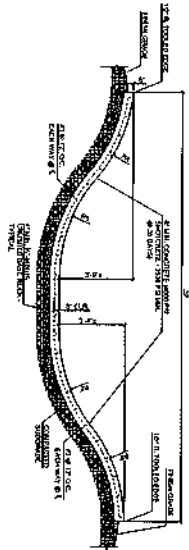
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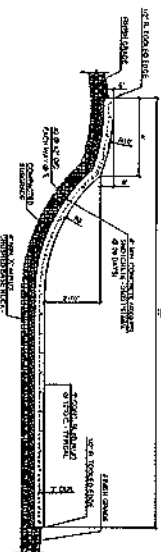
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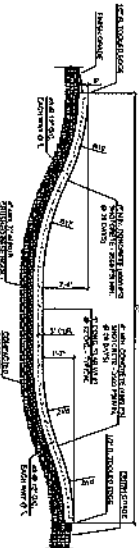
G SQUARE CATCH BASIN
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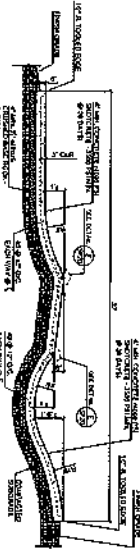
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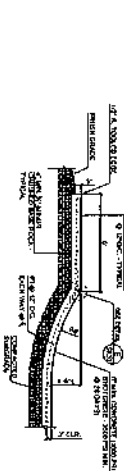
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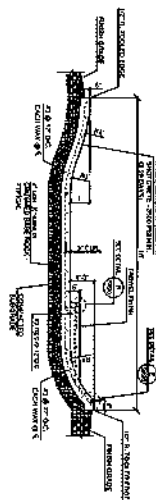
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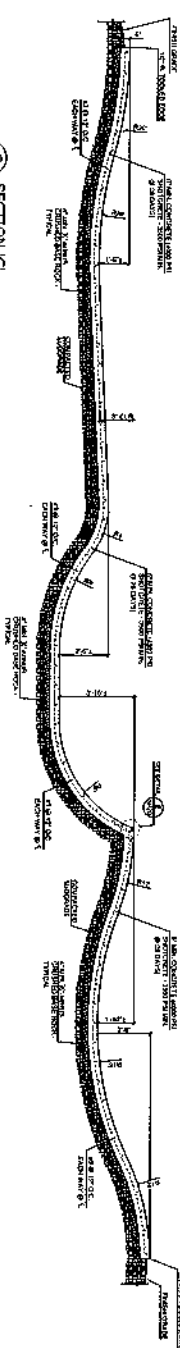
D SECTION D' N.T.S.



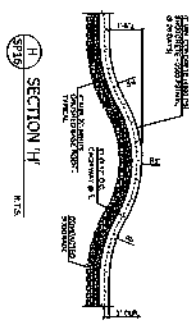
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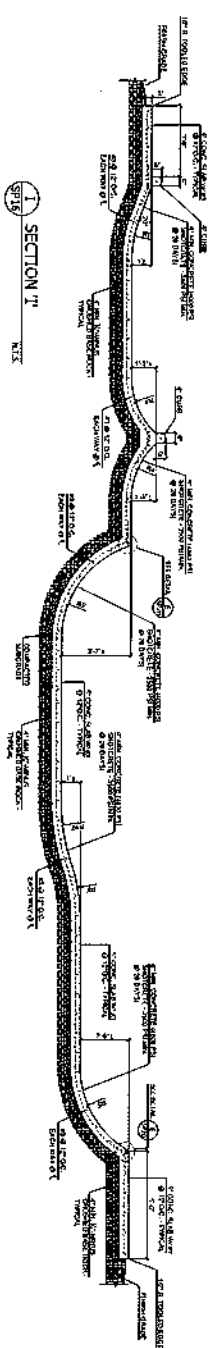
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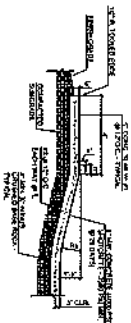
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H SECTION H' N.T.S.



I SECTION I' N.T.S.

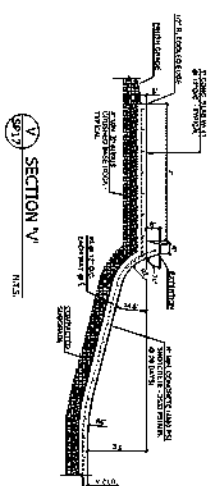
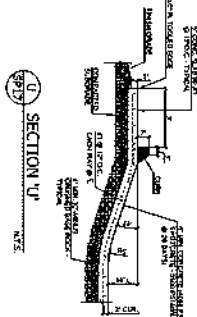
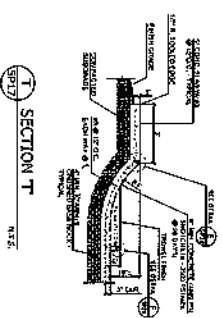
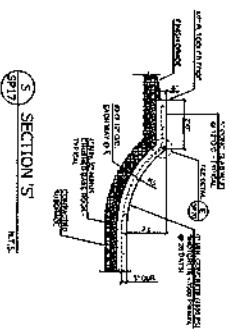
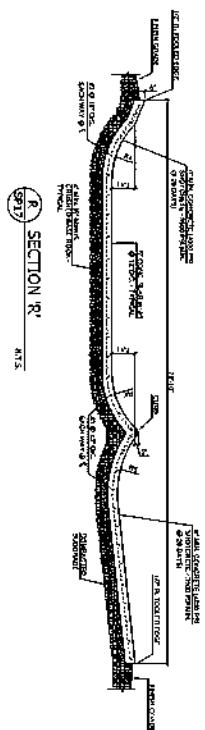
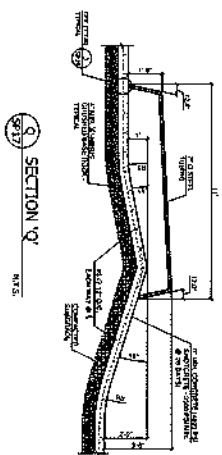
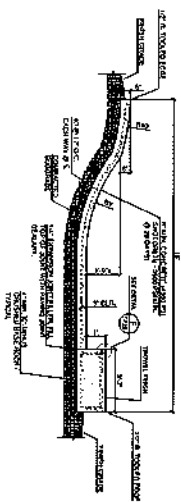
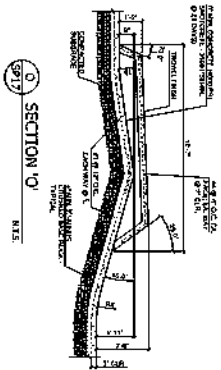
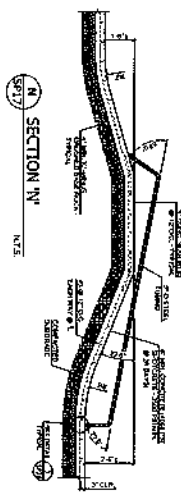
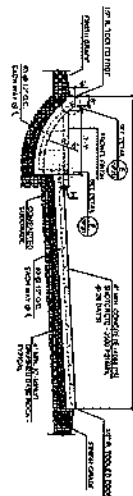
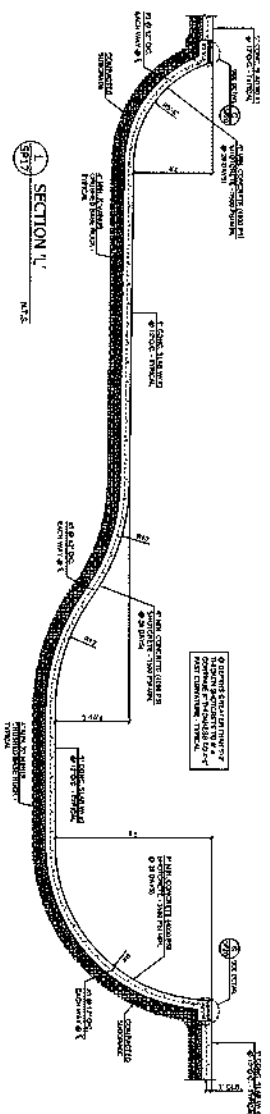
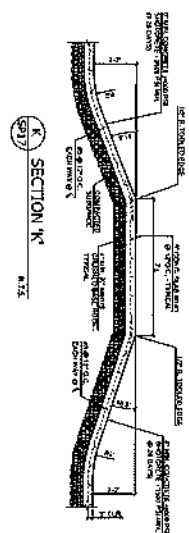


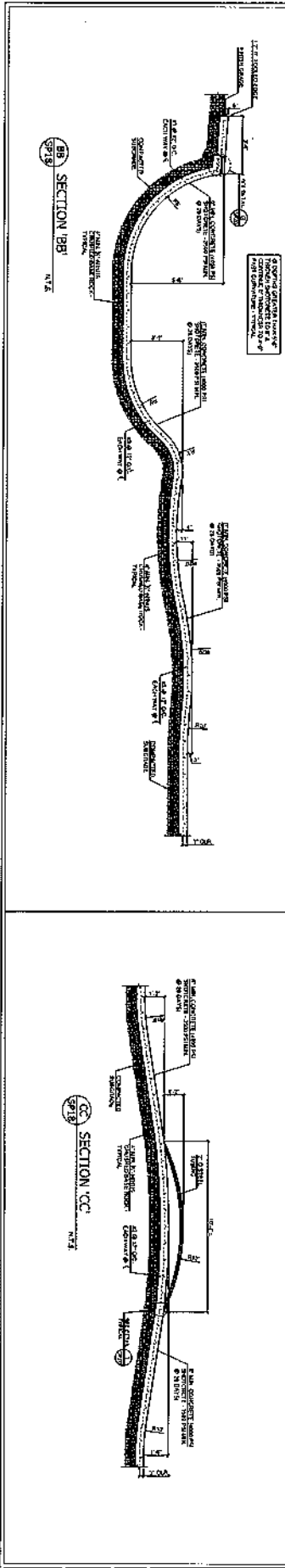
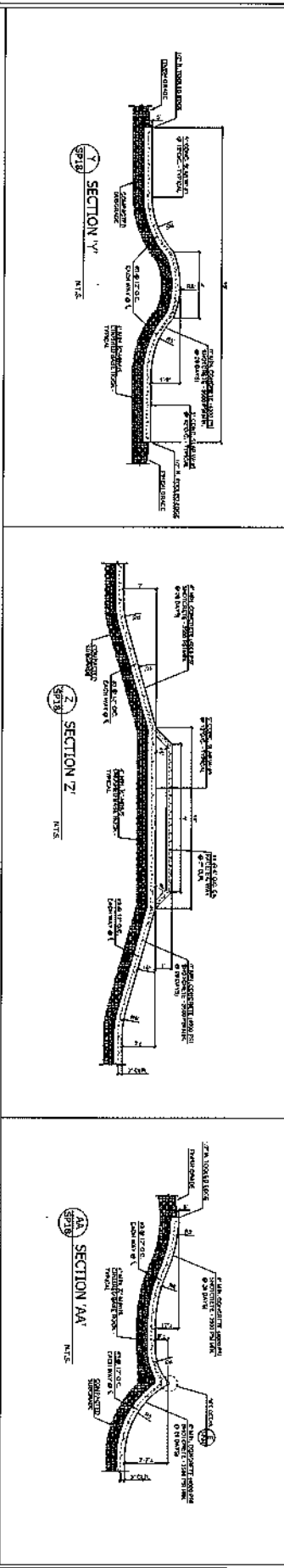
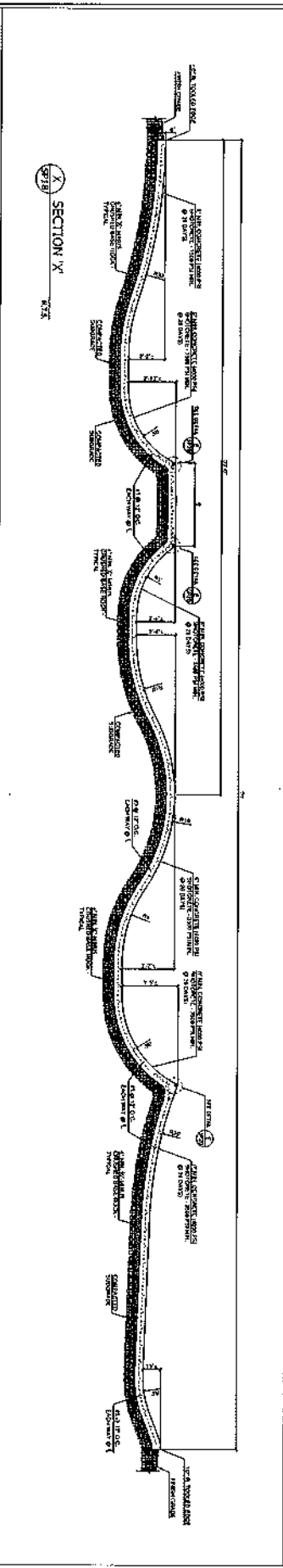
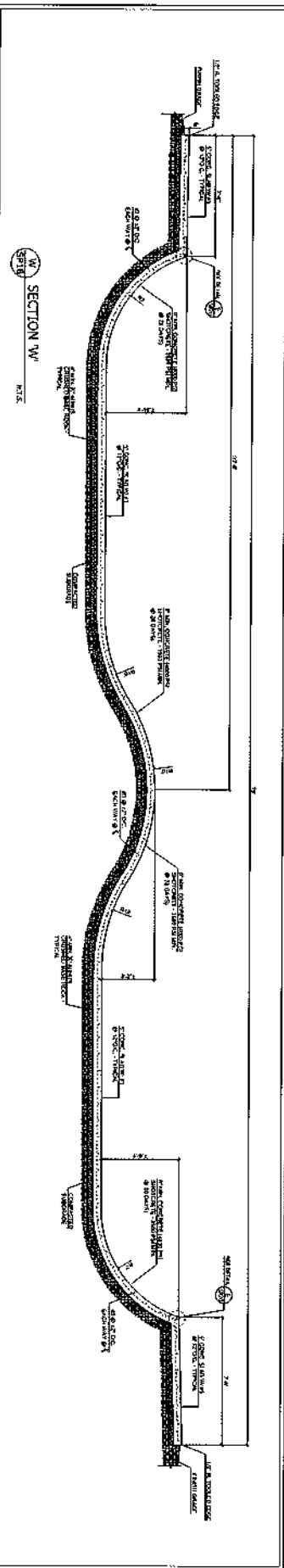
J SECTION J' N.T.S.

ECKSTEIN PARK
SKATEPARK PROJECT
POURED-IN-PLACE CONCRETE
314-5 HURON BLVD., WYOMING, MICHIGAN 48093



SP16
Page 22





MEARS
DESIGN GROUP

LANDSCAPE ARCHITECTURE & PLANNING

PO BOX 13338 • Portland, Oregon 97211
Phone: 503.881.4946 • Fax: 503.881.4988

ECKSTEIN PARK
SKATEPARK PROJECT

POURED-IN-PLACE CONCRETE

3819 S. MONROE ROAD, BAINBRIDGE, MICHIGAN 49605

SP18

DATE: 10/1/13

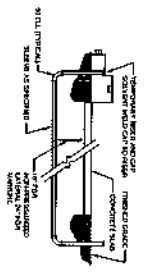
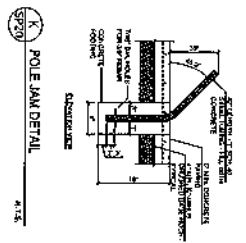
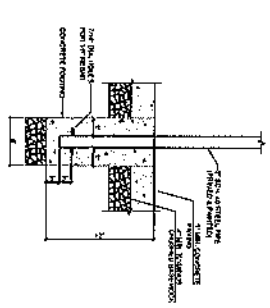
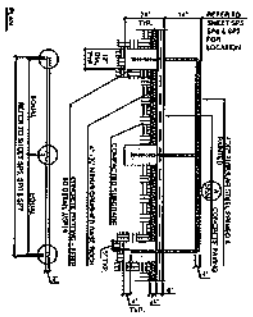
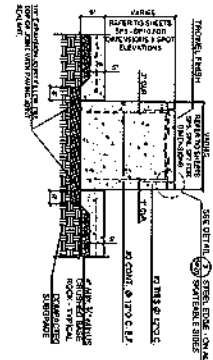
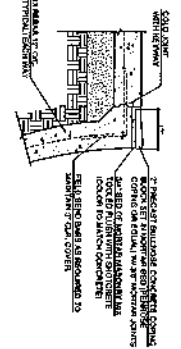
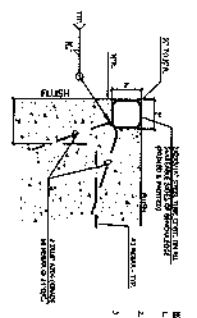
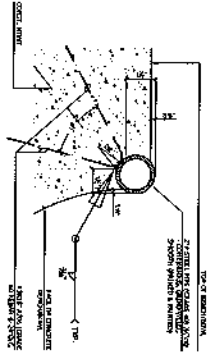
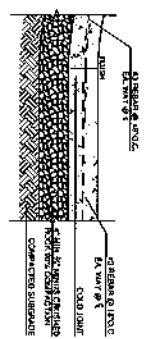
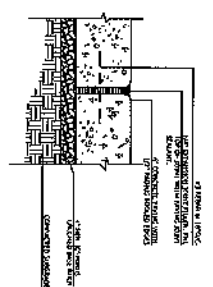
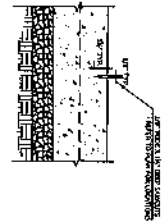
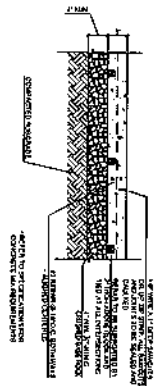
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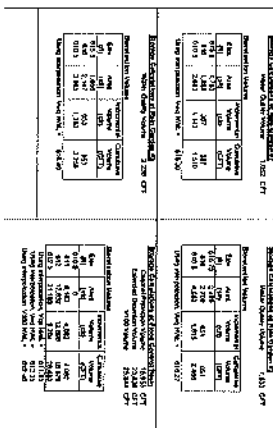
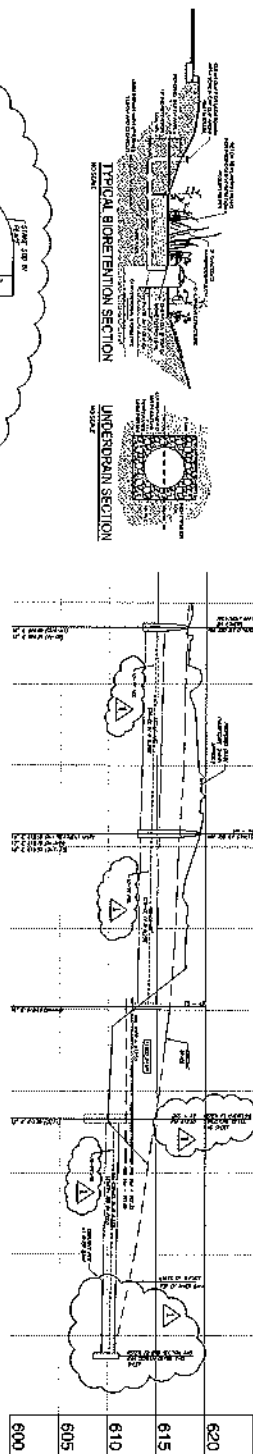
CHECKED: [Signature]

SCALE: AS SHOWN

PROJECT: ECKSTEIN PARK SKATEPARK

SECTION: SP18



[illegible]



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: SEPTEMBER 24, 2024
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: ITB-W-0769; RECOMMENDATION TO EXTEND THE AWARD FOR FURNISHING JANITORIAL SERVICES

The Purchasing Division concurs with the Communications Department and recommends that the award to furnish Janitorial Services be extended to Lakeshore Janitorial Specialist, 20490 Harper Avenue, Suite 101, Harper Woods, MI 48225, for a two (2) year period, in an annual amount not to exceed \$23,019.31.

On November 15, 2022, Warren City Council approved an award to Lakeshore Janitorial Specialist to furnish Janitorial Services for the City of Warren Communications Department, in an annual amount not to exceed \$22,902.00 (\$45,804.00 over two (2) years), for a two (2) year period, with an option to extend for four (4) additional two (2) year periods, with mutual consent of both parties. This recommendation before you today is for the first optional two (2) year extension.

The solicitation for this service included language for an automatic price increase to occur at the start of each new term (every two years). Price increases are based on the change in the Consumer Price Index (CPI), Major Categories, Not Seasonally Adjusted (Unadjusted) Total from the Bureau of Labor Statistics (BLS) website <https://www.bls.gov/cpi>. Thus, a 6.07% increase has been applied to the existing rates, which will become effective on December 1, 2024.

If approved by your honorable body, this award will commence on December 1, 2024 for a two (2) year period, in an annual amount not to exceed \$23,019.31 (\$46,038.62 over two (2) years), per the attached Extension 1 Pricing for years 3 and 4.

Funds are available in the following Account: 250-9250-80100.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		9/20/2024
Controller:		9/30/2024
MAYOR:		10/1/2024

COMMUNICATIONS				
Item	Location	Cost/Event	Events Per Year	Cost/Year
5 DAYS PER WEEK (SUN, MON, TUE, WED, THUR BETWEEN 7:00PM & 6:00AM)				
A1.	Offices/Editing Rooms/Lobby	\$ 17.00	256	\$ 4,352.00
Item	Location	Cost/Event	Events Per Year	Cost/Year
WEEKLY				
A2.	Offices/Editing Rooms/Lobby	\$ 25.00	52	\$ 1,300.00
Item	Location	Cost/Event	Events Per Year	Cost/Year
5 DAYS PER WEEK (SUN, MON, TUE, WED, THUR BETWEEN 7:00PM & 6:00AM)				
A3.	Restrooms	\$ 7.00	256	\$ 1,792.00
Item	Location	Cost/Event	Events Per Year	Cost/Year
5 DAYS PER WEEK (SUN, MON, TUE, WED, THUR BETWEEN 7:00PM & 6:00AM)				
A4.	Breakroom/Kitchen	\$ 10.00	256	\$ 2,560.00
Item	Location	Cost/Event	Events Per Year	Cost/Year
WEEKLY				
A5.	Breakroom/Kitchen	\$ 24.00	52	\$ 1,248.00
Item	Location	Cost/Event	Events Per Year	Cost/Year
EVERY OTHER MONTH				
A6.	Breakroom/Kitchen	\$ 55.00	6	\$ 330.00
Item	Location	Cost/Event	Events Per Year	Cost/Year
SEMI-ANNUALLY				
A7.	Breakroom/Kitchen	\$ 300.00	2	\$ 600.00
COMMUNICATIONS				
TOTAL PRICING FOR YEAR ONE: (12/1/22 thru 11/30/23)			\$	12,182.00
TOTAL PRICING FOR YEAR TWO: (12/1/23 thru 11/30/24)			\$	12,182.00
GRAND TOTAL (2-YEAR PRICING):			\$	24,364.00

AUDITORIUM/BACK STAGE ROOM				
Item	Location	Cost/Event	Events Per Year	Cost/Year
2 DAYS PER WEEK (MON & THUR BETWEEN HOURS OF 6:00AM AND 3:00 PM)				
B1.	Auditorium/Back Stage	\$ 40.00	104	\$ 4,160.00
Item	Location	Cost/Event	Events Per Year	Cost/Year
2 DAYS PER WEEK (MON & THUR BETWEEN HOURS OF 6:00AM AND 3:00 PM)				
B2.	Restrooms	\$ 25.00	104	\$ 2,600.00
Item	Location	Cost/Event	Events Per Year	Cost/Year
MONTHLY				
B3.	Auditorium/Back Stage	\$ 30.00	12	\$ 360.00
Item	Location	Cost/Event	Events Per Year	Cost/Year
ANNUALLY				
B4.	Auditorium/Back Stage	\$ 600.00	1	\$ 600.00
Item	Location	Cost/Event	Estimated Events Per Year	Cost/Year
AS NEEDED				
C1.	Auditorium/Back Stage	\$ 35.00	30	\$ 1,050.00
Item	Location	Cost/Event	Estimated Events Per Year	Cost/Year
AS NEEDED				
C2.	Restrooms	\$ 25.00	30	\$ 750.00

AUDITORIUM/BACK STAGE		
TOTAL PRICING FOR YEAR ONE: (12/1/22 thru 11/30/23)		\$ --- 9,520.00
TOTAL PRICING FOR YEAR TWO: (12/1/23 thru 11/30/24)		\$ 9,520.00
GRAND TOTAL (2-YEAR PRICING):		\$ 19,040.00

2-YEAR GRAND TOTAL FOR BOTH COMMUNICATIONS AND AUDITORIUM/BACK STAGE: (12/1/22 thru 11/30/24)		\$ 43,404.00
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COMMUNICATIONS				
Item	Location	Cost/Event	Events Per Year	Cost/Year
5 DAYS PER WEEK (SUN, MON, TUE, WED, THUR BETWEEN 7:00PM & 6:00AM)				
A1.	Offices/Editing Rooms/Lobby	\$ 18.03	256	\$ 4,616.17
Item	Location	Cost/Event	Events Per Year	Cost/Year
WEEKLY				
A2.	Offices/Editing Rooms/Lobby	\$ 26.52	52	\$ 1,378.91
Item	Location	Cost/Event	Events Per Year	Cost/Year
5 DAYS PER WEEK (SUN, MON, TUE, WED, THUR BETWEEN 7:00PM & 6:00AM)				
A3.	Restrooms	\$ 7.42	256	\$ 1,900.77
Item	Location	Cost/Event	Events Per Year	Cost/Year
5 DAYS PER WEEK (SUN, MON, TUE, WED, THUR BETWEEN 7:00PM & 6:00AM)				
A4.	Breakroom/Kitchen	\$ 10.61	256	\$ 2,715.39
Item	Location	Cost/Event	Events Per Year	Cost/Year
WEEKLY				
A5.	Breakroom/Kitchen	\$ 25.46	52	\$ 1,323.75
Item	Location	Cost/Event	Events Per Year	Cost/Year
EVERY OTHER MONTH				
A6.	Breakroom/Kitchen	\$ 58.34	6	\$ 350.03
Item	Location	Cost/Event	Events Per Year	Cost/Year
SEMI-ANNUALLY				
A7.	Breakroom/Kitchen	\$ 318.21	2	\$ 636.42
COMMUNICATIONS				
TOTAL PRICING FOR YEAR THREE: (12/1/24 thru 11/30/25)			\$	12,921.45
TOTAL PRICING FOR YEAR FOUR: (12/1/25 thru 11/30/26)			\$	12,921.45
GRAND TOTAL (2-YEAR PRICING):			\$	25,842.89
2-YEAR GRAND TOTAL FOR BOTH COMMUNICATIONS AND AUDITORIUM/BACK STAGE: (12/1/24 thru 11/30/26)				\$ 46,038.62

AUDITORIUM/BACK STAGE ROOM				
Item	Location	Cost/Event	Events Per Year	Cost/Year
2 DAYS PER WEEK (MON & THUR BETWEEN HOURS OF 6:00AM AND 3:00 PM)				
B1.	Auditorium/Back Stage	\$ 42.43	104	\$ 4,412.51
Item	Location	Cost/Event	Events Per Year	Cost/Year
2 DAYS PER WEEK (MON & THUR BETWEEN HOURS OF 6:00AM AND 3:00 PM)				
B2.	Restrooms	\$ 26.52	104	\$ 2,757.82
Item	Location	Cost/Event	Events Per Year	Cost/Year
MONTHLY				
B3.	Auditorium/Back Stage	\$ 31.82	12	\$ 381.85
Item	Location	Cost/Event	Events Per Year	Cost/Year
ANNUALLY				
B4.	Auditorium/Back Stage	\$ 636.42	1	\$ 636.42
Item	Location	Cost/Event	Estimated Events Per Year	Cost/Year
AS NEEDED				
C1.	Auditorium/Back Stage	\$ 37.12	30	\$ 1,113.74
Item	Location	Cost/Event	Estimated Events Per Year	Cost/Year
AS NEEDED				
C2.	Restrooms	\$ 26.52	30	\$ 795.53
AUDITORIUM/BACK STAGE				
TOTAL PRICING FOR YEAR THREE: (12/1/24 thru 11/30/25)			\$	10,097.86
TOTAL PRICING FOR YEAR FOUR: (12/1/25 thru 11/30/26)			\$	10,097.86
GRAND TOTAL (2-YEAR PRICING):			\$	20,195.73



COMMUNICATIONS DEPARTMENT

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

September 19, 2024

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

RE: ITB-W-0769-Extension of Janitorial Services for Communications Department

Dear Craig & Kristina,

I am writing to formally request the extension of our current janitorial service agreement with Lakeshore Janitorial Specialist, which will expire on November 30, 2024. As per the terms of our existing contract (ITB-W-0769), we are entitled to exercise the option to extend the agreement for up to four (4) additional one (1) year periods.

I recommend proceeding with the contract extension for the third and fourth years, covering the periods from December 1, 2024, through November 30, 2025, and December 1, 2025, through November 30, 2026, respectively. The annual cost for these services will be \$23,019.31 for years 3 and 4, per the Extension 1 pricing attached for your review. The necessary funds for this extension are available in account No. 9250-80100.

Thank you for your time and consideration.

Best regards,

A handwritten signature in cursive script that reads 'Clarissa Cayton'.

Clarissa Cayton
Communications Director
City of Warren

RESOLUTION

Document No: ITB-W-0769 Extension 1 of 4
Product or Service: Furnish Janitorial Services
Requesting Department: Communications Department

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

On November 15, 2022, Warren City Council approved an award to Lakeshore Janitorial Specialist, 20490 Harper Avenue, Suite 101, Harper Woods, MI 48225, to furnish janitorial services for the Communications Department, in an annual amount not to exceed \$22,902.00 (\$45,804.00 over two (2) years), for a two (2) year period, with an option to extend for four (4) additional two (2) year periods, with mutual consent of both parties. This recommendation before you today is for the first optional two (2) year extension.

IT IS RESOLVED, that this award has been extended to Lakeshore Janitorial Specialist for a two (2) year period, in an annual amount not to exceed \$23,019.31 (\$46,038.62 over two (2) years), commencing on December 1, 2024.

Funds are available in the following Account: 250-9250-80100.

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

- ☒ Bid document
- ☐ Contract
- ☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

Sonja Buffa
City Clerk



**PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION**

One City Square, Suite 300
Warren, Michigan 48093-2390

P: (586) 759-9300

F: (586) 759-9318

www.cityofwarren.org

October 8, 2024

Mindy Moore
City Council Secretary

RE: 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

The Engineering Division recommends the attached contract for road reconstruction be approved.

The scope of project work includes concrete reconstruction with integral curb and water main replacement along Frazho 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.

The total road cost is estimated to be \$5,875,100. The City of Warren's required participation in the project after federal aid is applied against the total project cost is estimated to be \$2,545,442 (refer to page 9 of the attached contract) and is summarized as follows:

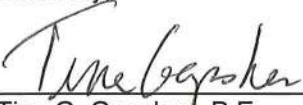
<u>Part A Federal Participation</u>	
Estimated Construction Cost:	\$4,068,000
Less Federal Funds:	\$1,520,777
Less Federal Funds:	\$1,808,881
City's Required Cost Share:	\$ 738,342

<u>Part B Non-Federal Participation</u>	
Estimated City's Construction Cost:	\$1,807,100

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

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


Sincerely,


Tina G. Gapshes, P.E.
City Engineer

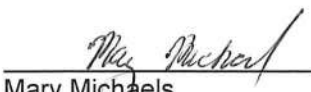
Read and Concurred:


Dave Muzzarelli
Public Service Director

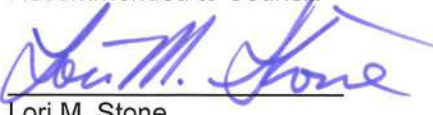
Funding Approval:


Kris Battle
Budget Director

Contract Form Approval:


Mary Michaels
Acting City Attorney

Recommended to Council:


Lori M. Stone
Mayor

Attachment: Contract Copy, Council Resolution

**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 _____, 2024, at 7:00 p.m. Eastern _____ Time, in Council
Chambers located at Warren Community Center Auditorium, 5460 Arden Ave., Warren, Michigan.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

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 _____

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, 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

(ADVANCE CONSTRUCTION CONTRACT)
STP

	DA
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 Frazzo 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:

06/19/96 ADVCONST.FOR 10/1/24

SURFACE TRANSPORTATION PROGRAM

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

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



October 1, 2024

EXHIBIT I

CONTROL SECTION	STU 50000
JOB NUMBER	217681CON
PROJECT	24A0908

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
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*	<u>\$1,808,881</u>	<u>\$ 0</u>	<u>\$1,808,881</u>
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)	<u>\$ 0</u>
	\$500,000

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

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.

Revised June 2011

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.



DEPARTMENT OF HUMAN RESOURCES

ONE CITY SQUARE, SUITE 410

WARREN, MI 48093-5286

(586) 574-4670

www.cityofwarren.org

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: RESOLUTION FOR APPROVAL OF THE CONTINUATION OF MEDICARE ADVANTAGE PRESCRIPTION ONLY POLICY FOR RETIREES POST 65 IN ADDITION, MOVING THE BCN POST 65 RETIREES TO BCN MEDICARE ADVANTAGE

DATE: October 9, 2024

Dear Council Secretary Moore:

1. Attached is a resolution in which the administration recommends and requests approval for the renewal and continuation of the City's Medicare Advantage Prescription only policy for retirees post 65 with Blue Cross. This period is beginning on January 1, 2025 and continuing through December 31, 2025. I am including documents from Blue Cross Blue Shield of Michigan through TMR and Associates, Inc. relative to and in support of this request.
2. The transfer of approximately 118, post 65 BCN retirees to the BCN Medicare Advantage plan. This change will not reduce benefits and provide the City of Warren with approximately \$600,000 savings annually.

The attached resolution meets the current needs of the City, and the Administration requests and recommends that it be adopted and approved by City Council.

Respectfully Submitted,

Jacqueline Damron
Acting Human Resources

Approved by:	Signature	Date
Mayor:		10/15/2024
Budget Director:		10/9/2024
Purchasing Agent:		10/9/24
Controller:		10/9/2024

RESOLUTION APPROVING 2025 RENEWAL OF CITY'S BLUE CROSS MEDICARE ADVANTAGE PRESCRIPTION
ONLY INSURANCE AND BCN MEDICARE ADVANTAGE

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

PRESENT: Councilmember _____

ABSENT: Councilmember _____

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

WHEREAS, the City of Warren Administration recommends the continuation of the Medicare
Advantage Prescription Drug Program for eligible City of Warren retirees for the period of January 1, 2025
through December 31, 2025, and

WHEREAS, the Administration also recommends that all current BCN retirees over the age of 65
be transferred to the BCN Medicare Advantage plan.

THEREFORE IT IS RESOLVED, that City Council approves the continuation of Medicare Advantage
Prescription Drug Program for eligible City of Warren retirees for the period of January 1, 2025 through
December 31, 2025, with the option to renew in 2026 at a rate to be negotiated, and

IT IS FURTHER RESOLVED, that all current BCN retirees over the age of 65 be transferred to the
BCN Medicare Advantage plan.

AYES: _____

NAYES: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

MINDY MOORE, Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

)SS

COUNTY OF MACOMB)

I, SONJA BUFFA, 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 Warren City Council at its meeting held on _____ 2024.

Sonja Buffa, City Clerk

City of Warren
BCBS Medicare Plus Blue – PDP Only

Plan Division/Name	67723-600/606 / Option 1	67723-601/607 / Option 2	67723-602 / Option 3	67723-603/608 / Option 4	67723-604/609 / Option 5
RX	Standard Pharmacy	Standard Pharmacy	Standard Pharmacy	Standard Pharmacy	Standard Pharmacy
Copay	\$2.00 / \$2.00 / \$2.00	\$5.00 / \$5.00 / \$5.00	\$5.00 / \$5.00 / \$10.00	\$5.00 / \$5.00 / \$20.00	\$5.00 / \$5.00 / \$50.00

Year	PMPM	% Change	PMPM	% Change	PMPM	% Change	PMPM	% Change	PMPM	% Change
2025	\$380.90	7%	\$377.20	15%	\$364.40	22%	\$338.00	37%	\$330.10	61%
2024	\$355.00	-4%	\$329.00	-4%	\$298.00	-5%	\$246.00	-6%	\$205.10	-8%
2023	\$355.00		\$329.00		\$298.00		\$246.00		\$205.10	
2022	\$370.20	0%	\$344.20	0%	\$313.20	0%	\$261.30	0%	\$220.50	0%
2021	\$370.20	-6%	\$344.20	-6%	\$313.20	-6%	\$261.30	-6%	\$220.50	-6%
2020	\$392.29	0%	\$364.64	0%	\$331.89	0%	\$276.82	0%	\$233.61	0%
2019	\$329.29		\$364.62		\$331.89		\$276.82		\$233.61	
Members	423		161		21		239		139	

City of Warren
BCN HMO - Post 65

Benefit Analysis: Medical Rx												
Carrier Name		Blue Care Network			Blue Care Network			Blue Care Network			Blue Care Network	
Division		01240274-4603-4003			01240274-4603-4695			01240274-4603-4697			01240274-4603-4609	
Plan Type		Group			Group			Group			Group	
Plan Year		In-Network			In-Network			In-Network			In-Network	
Deductible		\$0			\$0			\$0			\$0	
Individual		100%			100%			100%			100%	
Inpatient Hospital Service		100% (730 Days)			100% (120 Days)			100% (120 Days)			100% (120 Days)	
Co-Insurance		100%			100%			100%			100%	
Skilled Nursing Facility		100% (120 Days)			100% (120 Days)			100% (120 Days)			100% (120 Days)	
Medical Out-of-Pocket Maximum		N/A			N/A			N/A			N/A	
Individual		\$1,000			\$5,700			\$5,700			\$6,700	
Emergency / Urgent Care		\$100			100%			100%			100%	
Emergency Room		\$20			100%			100%			100%	
Urgent Care		\$20			100%			100%			100%	
Office Visit		\$20			100%			100%			100%	
Surgical		100%			100%			100%			100%	
Preventative Care		100%			100%			100%			100%	
Other Benefits		Every 3 Years			Every 3 Years			Every 3 Years			Every 3 Years	
Hearing Aid		N/A			N/A			N/A			N/A	
Silver Sneakers Fitness Program		N/A			N/A			N/A			N/A	
Prescription Drug Copy		N/A			N/A			N/A			N/A	
Tier 1 Preferred Generic		Standard			Standard			Standard			Standard	
Tier 1 Generic		Preferred			Preferred			Preferred			Preferred	
Tier 2 Brand		Standard			Standard			Standard			Standard	
Tier 3 Non-Preferred Brand		Standard			Standard			Standard			Standard	
Tier 4 Specialty		Standard			Standard			Standard			Standard	
RX Out-of-Pocket Maximum		\$2,000			\$2,000			\$2,000			\$2,000	
Individual / Family		\$7,150 / \$14,300			\$7,150 / \$14,300			\$7,150 / \$14,300			\$7,150 / \$14,300	
Financial Analysis												
Plan Type		Medicare Advantage-1			Medicare Advantage-2			Medicare Advantage-3			Medicare Advantage-4	
Member Count		25			30			23			40	
Rates		Standard			Standard			Standard			Standard	
Monthly		\$821.83			\$475.67			\$463.67			\$423.97	
Monthly Total		\$9,476.25			\$14,270.10			\$18,664.41			\$16,958.88	
Annual Total		\$246,549.00			\$224,851.60			\$241,921.90			\$408,475.20	
Grand Total - Current		\$1,219,803.60			\$1,219,803.60			\$1,219,803.60			\$1,219,803.60	
Projected \$ Change		-\$616,434.72			-\$616,434.72			-\$616,434.72			-\$616,434.72	
Projected % Change		-50.5%			-50.5%			-50.5%			-50.5%	



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

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

**Parcel No. 13-27-405-001
also known as 11208 Stephens**

CHARGES

\$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) also known as 11208 Stephens

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.

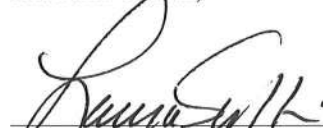
Thank you for your cooperation in this matter.

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



October 3, 2024

DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

www.cityofwarren.org

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	\$ <u>1,092.50</u>
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

**Parcel No. 13-27-459-027
also known as 11291 Paige**

CHARGES

\$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) also known as 11291 Paige

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.
 Orleans 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



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

October 11, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

**Re: Proposed Ordinance Amendment to the Parks and Recreation Commission
Enabling Ordinance, Chapter 23, Section 23-35**

Dear Council Secretary Moore:

The City's Parks and Recreation Commission (the "Commission") is recommending an amendment to the enabling ordinance. Attached is the proposed amendment that changes the frequency of the Commission's meeting(s) from once a month to quarterly, to reflect the Commission's current practice.

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


Respectfully,


Candice Mayer
Assistant City Attorney


Attachment(s)

cc: Anthony Casasanta, Parks & Rec Director

Read and Concur:


Mary Michaels
Acting City Attorney

Approved:


Lori M. Stone
Mayor

ORDINANCE NO. 80-_____

AN ORDINANCE TO AMEND CHAPTER 23, SECTION 23-35 TO CHANGE THE FREQUENCY OF THE PARKS AND RECREATION COMMISSION MEETINGS.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Chapter 23, Section 23-35 of the Code of Ordinances of the City of Warren, Michigan,

WHICH CURRENTLY READS AS FOLLOWS:

Sec. 23-35 Meetings.

The parks and recreation commission shall meet monthly and hold a minimum of ten (10) meetings a year.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 23-35 Meetings.

The parks and recreation commission shall meet ~~monthly and hold a minimum of ten (10) meetings a year~~ at least four (4) times per year, at quarterly intervals.

SECTION 2. This Ordinance shall take effect on _____, 2024.

I HEREBY CERTIFY that the foregoing Ordinance No. 80-_____ was adopted by the Council of the City of Warren at its meeting held on _____, 2024.

SONJA BUFFA
City Clerk

Published: _____



October 15, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

CITY ATTORNEY'S OFFICE

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

Re: Proposed Resolution Approving Assignment and Assumption of Conditional Rezoning Agreement from Symmetry Property Management & Realty, Inc. ("Symmetry") and 12 Mound Development, LLC to Symmetry and CWP West, LLC

Dear Council Secretary Moore:

Attached is a proposed resolution to approve an assignment of the conditional rezoning agreement from the property owner 12 Mound Development, LLC to CWP West, LLC.

The agreement provides for the rezoning of property to develop a car wash at 12 Mile and Mound. Council authorized the agreement through a resolution of a lawsuit in which Sunday hours were in controversy. Following completion of the agreement, 12 Mound Development, LLC sold the land to CWP West, LLC, and wishes to assign the agreement to the new owner. Pursuant to the rezoning agreement, an assignment to an unaffiliated entity is subject to approval of the Council.

Based on terms of the attached assignment agreement, CWP West, LLC will assume all obligations and conditions of the agreement, and Symmetry will remain jointly liable as the developer. CWP West, LLC is a subsidiary of Mister Car Wash, Inc., the largest national car wash operator. CWP West represented that it owned 172 car wash sites in 2023. The company is expanding into the Michigan market, and became authorized to do business in Michigan on March 3, 2023. The company has the legal, technical and financial qualifications to comply with the conditional rezoning agreement, and will sign the rezoning ordinance to reinforce its commitment to the conditions.

If acceptable, please submit the documents to Council for consideration at its next meeting on Tuesday, October 22, 2024.

Respectfully,

A handwritten signature in blue ink that reads "Mary Michaels".

Mary Michaels
Acting City Attorney

cc: Ronald F. Wuerth, Planning Director
Kirk Rehn, Building Official
Michelle Katapodes, Planner III

Approved:

A handwritten signature in blue ink that reads "Lori M. Stone".

Lori M. Stone
Mayor

**RESOLUTION AUTHORIZING ASSIGNMENT OF CONDITIONAL REZONING
AGREEMENT FROM 12 MOUND DEVELOPMENT, LLC TO CWP WEST, LLC**

At regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on October 22, 2024 at 7 p.m. _____ 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 May 28, 2024, Council authorized the final terms of conditional rezoning agreement for the development of a car wash at 5580 Mound Rd., in resolution of a lawsuit, MCCC Case No. 23-001733-CZ. The Agreement is entitled Conditional Rezoning Agreement between the City of Warren and Symmetry Property Management & Realty, Inc. and 12 Mound Development, LLC dated July 23, 2024 ("the Agreement").

12 Mound Development, LLC sold the property to CWP West, LLC on July 31, 2024, and wishes to assign the Agreement to the new owner. Symmetry will remain a party to the Agreement as the developer.

Pursuant to Paragraph F of the Agreement, Council approval is required of the assignment, and the new owner is required to execute an agreement to assume the obligations of the Agreement.

CWP West, LLC is a subsidiary of the nation's largest car wash operators, and is expanding into the Michigan market. The company has demonstrated the legal, technical and financial capability to perform the obligations of the Agreement.

THEREFORE, IT IS RESOLVED the Council approves the assignment of all of 12 Mound Development's rights, interests and obligations in the Agreement to CWP West, LLC.

IT IS FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute an assignment and assumption Agreement consistent with this resolution and in such form that meets with the satisfaction of the City Attorney.

AYES: Councilpersons: _____

NAYS: Councilpersons: _____

RESOLUTION DECLARED ADOPTED this 22nd day of October, 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 October 22, 2024.

SONJA BUFFA
City Clerk

ASSIGNMENT AND ASSUMPTION AGREEMENT OF CONDITIONAL REZONING AGREEMENT

This Assignment of Conditional Rezoning Agreement ("Assignment") is made between City of Warren, a Michigan municipal corporation, with offices at One City Square, Suite 215, Warren, MI 48093, ("the City"), and Symmetry Property Management & Realty, Inc. ("Symmetry") and 12 Mound Development LLC, a Michigan limited liability company, ("12 Mound"/ "Assignor") whose collective principal address is 812 S. Main St., Suite 200, Royal Oak, MI and CWP West, LLC ("CWP"), a Delaware limited liability company, whose address is 222 E 5th St., Tucson, Arizona 85705.

RECITALS:

1. The City, Symmetry and 12 Mound entered into that certain Conditional Rezoning Agreement Between the City of Warren and Symmetry Property Management & Realty, Inc. and 12 Mound Development, LLC dated July 23, 2024, and recorded August 12, 2024 at as Document No. 202400066057 at Liber 29707, Page 72, (the "Agreement") setting for the conditions for the rezoning of 5580 Twelve Mile Rd., Warren, Michigan, Parcel No. 13-17-226-043, as more particularly described on the legal description and zoning map collectively attached Exhibit A (the "Property"), from the zoning classification of "P" (Parking) to "C-2" (General Business District) and "C-3" (Wholesale and Intensive Business District).

2. The Agreement set forth conditions under which the Property would be developed as a car wash, and incorporated several documents, including the Offer of Conditions dated July 21, 2022, and attached to the Agreement as Exhibit B. The car wash as described in the Agreement is referred to as the "Development"

3. At the time of the Agreement, the Property was owned by 12 Mound. On July 31, 2024, 12 Mound conveyed fee title of the Property to CWP.

4. 12 Mound wishes to assign and CWP wishes to accept the assignment of the rights and obligations of the Agreement, and 12 Mound and CWP wish to execute a formal instrument to effectuate the assignment.

5. Symmetry is the developer of the Property and will continue to be responsible for the construction of the Development.

5. Paragraph F of Agreement requires the City's express consent to any transfer of the rights or obligations of a party.

6. CWP demonstrated the legal, technical and financial capabilities to perform the obligations of the Agreement.

THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties agree as follows:

1. The City agrees to the Assignment of the 12 Mound's right, title and interest in the Agreement to CWP.
2. 12 Mound, for itself, its members, officers, employees, tenants, subsidiary, parent or affiliated entities, successor or assigns, irrevocably assigns to CWP all of its rights, title, interest and obligations under the Agreement. The Agreement is attached as Exhibit B and is incorporated by reference into this Assignment.
3. CWP for itself, its officers, members, affiliates, parent or subsidiary entities, successors or assigns ("CWP"), assumes and agrees to be bound by, and perform, all of 12 Mound's obligations, terms, warranties and conditions of, under and to the Agreement, including the Offer of Conditions and all other exhibits and documents incorporated into the Agreement, as though CWP itself had entered into said Agreement. Notwithstanding this assignment, 12 Mound will remain obligated to the City for obligations not performed by CWP. CWP agrees it is a "Developer" as used in the Agreement and that its obligations are joint and several with Symmetry. Symmetry agrees to the assignment of the Agreement to CWP, and to the terms of this Assignment.
4. The City of Warren consents to and accepts the assignment of the Agreement to CWP subject to the terms of this Assignment, provided, however, by consenting to the Assignment, the City of Warren is not waiving any outstanding obligation or uncured default of any term of the Agreement which accrued prior to this Assignment, whether known or unknown, and reserves all rights to pursue compliance with, performance or

remedial action for any default, under the Agreement from either 12 Mound or CWP or Symmetry.

5. In addition to the terms of the Agreement, the parties agree that the Development will be designed, constructed and operated according to the final site plan approved on February 27, 2023, subject to the conditions established by the City of Warren Planning Commission, and any amendments to the site plan or conditions as may be subsequently approved.
6. The parties agree that Section M of the Agreement will add as the contact for CWP: James Throckmorton, Vice President, Real Estate Development, 222 E. 5th Street, Tucson, AZ 85705, Email: jthrockmorton@mistercarwash.com. Notices to Symmetry will remain unchanged. Notice will no longer be sent to 12 Mound, as provided in the Notices unless in the case of CWP default as provide in section 3 of this Assignment.

[SIGNATURE PAGES TO FOLLOW]

CITY OF WARREN:

By: Lori M. 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 M. Stone, Mayor and Sonja Buffa, City
Clerk of the City of Warren, and a Michigan
municipal corporation, on behalf of the City
of Warren.

_____, Notary Public
Macomb County, Michigan
My Commission Expires: _____
Acting in the County of Macomb

DEVELOPER: Symmetry Property Management
& Realty, Inc.:

By: Frank Jarbou
Its: Managing Member

STATE OF MICHIGAN)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by
Frank Jarbou, Managing Member and
President of Developer Symmetry Property
Management & Realty, Inc, a Michigan
corporation.

_____, Notary Public
Macomb County, Michigan
My Commission Expires: _____
Acting in the County of _____

DEVELOPER: 12 Mound Development LLC:

Print Name:

By: Frank Jarbou
Its: Managing Member/President

STATE OF MICHIGAN)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by
Frank Jarbou, Managing Member and
President of Developer 12 Mound
Development LLC, a Michigan limited
liability company.

_____, Notary Public
Macomb County, Michigan
My Commission Expires: _____

By:

Dated: _____, 2024

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by James Throckmorton, Vice President of CWP West, LLC, a Delaware limited liability company.

Pima County, Arizona
My Commission Expires: _____



**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

MAR 02 2023

AC1

(FOR BUREAU USE ONLY)

\$100 MC CEPAS 23030266807701

ADJUSTED TO AGREE
WITH GS CERT

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

FILED

MAR 03 2023

ADMINISTRATOR
CORPORATIONS DIVISION

Name

Address

City

State

ZIP Code

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

**APPLICATION FOR CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS IN MICHIGAN**
For use by Foreign Limited Liability Companies
(Please read information and instruction on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Application:

1. The name of the limited liability company is:

CWP WEST, LLC

2. (Complete this item only if the limited liability company name in Item 1 is not available for use in Michigan.)

The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is:

3. It is organized under the laws of DELAWARE

The date of its organization is 9/14/1998

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

4. The address of the office required to be maintained in the state of organization or, if not so required, the principal office of the limited liability company is:

222 E 5TH STREET

(Street Address)

TUCSON

(City)

AZ

(State)

85705

(ZIP Code)

5. a. The street address of its registered office in Michigan is:

2900 WEST ROAD STE 500 EAST LANSING

(Street Address)

(City)

, Michigan

48823

(ZIP Code)

b. The mailing address of the registered office, if different than above:

(Street Address or P.O. Box)

(City)

, Michigan

(ZIP Code)

c. The name of the resident agent at the registered office is:

CSC-LAWYERS INCORPORATING SERVICE (COMPANY)

6. The Department is appointed the agent of the foreign limited liability company for service of process if no agent has been appointed, or if appointed, the agent's authority has been revoked, the agent has resigned, or the agent cannot be found or served through the exercise of reasonable diligence.

The name and address of a member or manager or other person to whom the administrator is to send copies of any process served on the administrator is: **(Must be different than agent shown in Item 5c)**

JOHN LAI

(Name)

222 E 5TH ST

(Street Address)

TUCSON

(City)

AZ

(State)

85705

(ZIP Code)

7. The specific business which the limited liability company is to transact in Michigan is as follows:

CAR WASH BUSINESS

The limited liability company is authorized to transact such business in the jurisdiction of its organization.

Signed this 1ST day of JANUARY, 2023

By

(Signature)

JOHN LAI

(Type or Print Name)

PRESIDENT

(Type or Print Title)

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CWP WEST, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF MARCH, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CWP WEST, LLC" WAS FORMED ON THE FOURTEENTH DAY OF SEPTEMBER, A.D. 1998.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



2944188 8300

SR# 20230811548

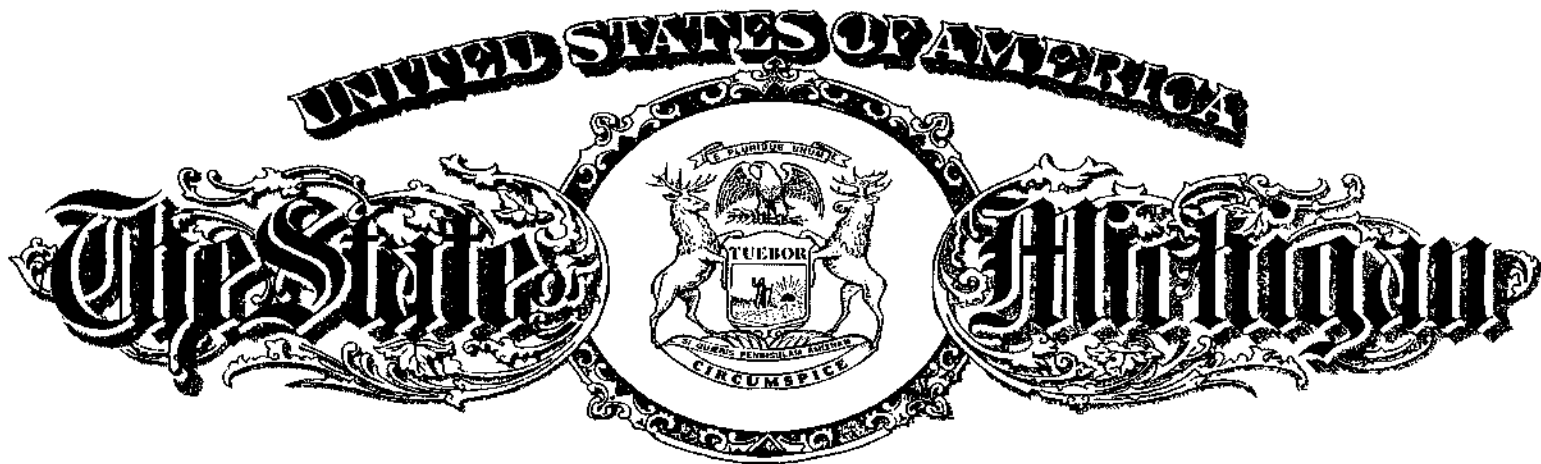
You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202812923

Date: 03-01-23



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

CWP WEST, LLC

a FOREIGN LIMITED LIABILITY COMPANY existing under the laws of the state of Delaware

*was validly authorized to transact business in Michigan on the 3rd day of March, 2023,
in conformity with 1993 PA 23.*

Said company is authorized to transact in this state any business of the character set forth in its application which a domestic company formed under this act may lawfully conduct. The authority shall continue as long as the company retains its authority to transact such business in the jurisdiction of its organization, its authority to transact business in this state has not been suspended or revoked, and the company has not surrendered its authority to transact business in this state.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 3rd day of March, 2023.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

(Above space for recording purposes.)

**CONDITIONAL REZONING AGREEMENT BETWEEN
THE CITY OF WARREN AND SYMMETRY PROPERTY MANAGEMENT & REALTY, INC.,
AND 12 MOUND DEVELOPMENT, LLC**

THIS CONDITIONAL REZONING AGREEMENT (this "Agreement") is made and entered into this 23 day of July, 2024, between City of Warren, a Michigan municipal corporation, with offices at One City Square, Suite 215, Warren, MI 48093, ("the City"), and Symmetry Property Management & Realty, Inc. ("Symmetry") and 12 Mound Development LLC, a Michigan limited liability company, ("12 Mound") whose collective principal address is 812 S. Main St., Suite 200, Royal Oak, MI (collectively, "the Developer"). The City and Developer from time to time, referred to individually as the "Party" and collectively as the "Parties").

RECITALS:

1. Developer 12 Mound is the fee owner of real property commonly known as 5580 Twelve Mile Rd., Warren, Michigan, Parcel Number 13-17-226-043, as more particularly described on the legal description and zoning map collectively attached Exhibit A (the "Property"). Developer Symmetry is the development company which will construct the Development as set forth in this Agreement. The individually named Developers are jointly and severally responsible for the performance of this Agreement.

2. Developer is seeking approval to develop a conveyer operated car wash on 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 approval of zoning permitting the contemplated Development;

3. In order for the Development to proceed, the Property must be rezoned from its zoning classification of P (Parking District) and C-2 (General Business District) to C-3 (Wholesale and Intensive Business District).

4. Developer has submitted a request for the Rezoning of the Property with Conditions to rezone the Property to C-3, and voluntarily offered, in writing, to meet certain conditions in consideration for the rezoning of the Property. Developer's written offer of conditions is dated July 21, 2022, and is attached as Exhibit B "Offer of Conditions"

5. The City Planning Commission on September 12, 2022, 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. The proposed use of the Property would require special land use approval under Section 22.14 of the Zoning Ordinance.

7. Developer understands that the proposed Development would be located within

an area of the City that has been developed with a unique design and character, and the Development would be designed to blend harmoniously with the character and façade of the surrounding uses.

8. The Warren City Council, on December 13, 20 2022 voted to approve the request for Rezoning with Conditions, on terms that included no Sunday operations. The petitioner objected to the hour restriction and filed a legal action, 12 Mound Development, LLC, et al vsl City of Warren, MCCC No. 23-001733-CZ. The lawsuit resulted in a resolution authorized on July 23, 2024, on terms incorporated into this Agreement. This agreement will superseded and replace the agreement approved by the Warren City Council on December 13, 2022.

9. Ordinance No. 30-1081 will be published in a newspaper for the Rezoning with Conditions to take effect based upon the conditions set forth in this Agreement, along with attached Exhibits and documents referenced in this Agreement. A copy of the unsigned ordinance is attached as Exhibit C. The Council authorized the car wash as a special land use.

THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the parties agree as follows:

AGREEMENTS:

A. **Development and Conditions.** Developer, jointly and severally, for themselves, their assigns, successors, transferees, heirs, family, legal representatives, or successor entity, agrees to the following:

1. Developer will develop a conveyer operated car wash business on the Property, as further described in and on conditions set forth in this Agreement and documents referenced or incorporated into this Agreement. Such car wash, developed according to the Contract Documents, is referred to as "the Development". Reference to the "Agreement" as used in this document, shall all Contract Documents, which are enumerated in attached Exhibit E, which are incorporated by reference into this document. 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 the concept site plan, attached as Exhibit D, and the Agreement. 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 approved by the City, shall be incorporated into this Agreement and binding upon Developer. Developer agree that the proposed site plan submitted for final approval shall include, at a minimum, the landscaping, ingress and egress, and other features depicted on the concept site plan attached as Exhibit D and described in the Offer of Conditions (Exhibit B). subject to minor changes as may occur during the Planning Department and Commission review. The building, model, façade and specifications will comply with the renderings collectively attached to the concept plan as Exhibit D as well as the description in the Offer of Conditions (Exhibit B).
3. The Development shall comply with C-3 zoning use district regulations, and with

the final Site Plan to be approved by the Planning Commission which shall be incorporated by reference upon the date of approval, along with all conditions to be established by the Planning Commission relating to the site plan approval, and any amendments to the Site Plan, approved thereafter.

4. Developer shall comply with Developer's Offer of Conditions as memorialized in the correspondence dated July 21, 2022, a copy of which is attached as Exhibit B and incorporated by reference into this Agreement. Developer 12 Mound and Symmetry each affirm, accept and otherwise agree to the Offer of Conditions in its entirety as though made on its behalf and was signed by it.
5. Developer shall 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 the conveyer operated car wash, which services include auto wash, detailing and the sale of car cleaning accessories together with other uses provided in this Agreement, in accordance with the terms of this Agreement. It is understood that there shall be no retail sales of products associated with any use prohibited in this Agreement, including the Offer of Conditions.
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) any used car lot or other 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; or any other business or use expressly enumerated as a prohibited use in the Offer of Conditions (Exhibit B)
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, and tree trimming.
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. Developer understands the Development will be located within a unique and specially designed area of the City, and will cooperate with requests of the City to ensure the use, appearance and occupancy of the Property and Development is harmonious with the use and character of the surrounding neighborhood.
13. Any change in use will subject the property to be reverted to the original zoning, and must be a use allowed in the P or C-2 zoning designation as such designation originally applied to the land area of the Property, unless approved by the City Council, and must otherwise be approved in accordance with the City of Warren Zoning Ordinance.
14. The operations, activities, and appearance of the Property or Development will adhere to the provisions of the Offer of Conditions (Exhibit D), in addition to the terms of the Agreement.
15. Construction shall be conducted only on the following days and hours Monday- Friday 7:30 a.m.-7 p.m. and Saturday 8 a.m. to 5 p.m. on No Sunday construction is permitted.
16. Business operations of the car wash will only be conducted within weekday hours of 7:30 to 7:00 p.m., Saturday between 8 a.m. to 5 p.m., Sunday car wash operations will be conducted only between 10:00 a.m. and 5:00 p.m., with no vacuums operating after 1:00 p.m. In the event business operations are conducted in a manner that is creating a nuisance for the surrounding area, and that nuisance cannot be adequately addressed by this agreement, the Developer will cooperate with the City by implementing commercially reasonable measures to mitigate the nuisance.
17. This Agreement is supplemental and cumulative to the obligations or requirements in the Offer of Conditions.
18. In the event of any conflict in the Contract Documents, this Agreement will control.

B. **Additional Approvals and Performance.** In addition to the conditions set forth above, the Parties agree that the following are conditions to this Agreement:

1. Final Site Plan approval must be obtained from the Planning Commission.
2. Dimensional and parking (if needed) and use 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 the Effective Date of the Ordinance, and will proceed diligently to completion, within 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 the storage of building materials, construction equipment or construction vehicles on the Property, except as reasonably required for the construction undertaken by the Developer. 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. No protracted idling of trucks during construction or upon the Property thereafter.

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 determines 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 materially changes Section B 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 the conditions pertaining to maintenance or conditions of occupancy of this Agreement survive completion of the development and bond release, and may be enforced as a blight violation.
8. Developer agrees that no idling or storage of vehicles are permitted except as reasonably necessary for business operations, and in any event, when necessary for detailing, any overnight parking will not exceed one vehicle, one night per week, except, for business necessity, reasonable fluctuations may be approved in advance by the Chief Zoning inspector.

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 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 or fails to commence any required cure, if the period to cure is anticipated to exceed sixty (60) days, and in such event, the remedial action shall proceed diligently until completion with a reasonable time period. 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 the original zoning of P and C-2 zoning designation, and the special land use shall be rescinded. 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 P and C-2, with no further obligation of the City. The use of the property may then only be for used permitted in a P or C-2 zoning district, as such zoning classification originally applied to the land area within the Property prior to the rezoning, and the special land use shall be rescinded, and shall be null and void. This provision is cumulative to other remedies in the Zoning Ordinance. It is agreed the conditions in this agreement are a part of the Ordinance, and as such, the failure to comply may result in the City pursuing any remedy, relief or penalty available by ordinance or other law.

- E. **Change in Use.** Any change 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 C-3 (Wholesale and Intensive Business District), or replacement ordinance as may be later adopted, and shall remain subject to all other requirements of the City's building, zoning, and other land use regulations. This agreement is for the Development, and as such uses within lesser included zoning classifications shall not apply, without amendment of this Agreement. 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 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 other Contract Documents, and the instruments that are to be executed or approved 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:

Frank Jarbou
President/Managing Member
12 Mile Mound Development, LLC
And Symmetry Property Management
812 S. Main St., Suite 200
Royal Oak, MI 48067
(248) 465-0220
E-mail: fjarbou@symmetrymgmt.com

CITY OF WARREN:

Ronald Wuerth
Planning Director
City of Warren
One City Square, Suite
One City Square, Suite 315
Warren, MI 48093
(586) 574-4687
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 are specific and the parties intend for the recitals and all documents referenced there in, to be embodied and incorporated within this Agreement, and binding upon the Parties.

O. **Construction.** This Agreement shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Developer and the City, through their respective legal counsel, have contributed substantially and materially to the preparation of this Agreement.

P. **Reliance.** The covenants, agreements, and undertakings of each of the Parties hereto are made solely for the benefit of, and may be relied on only by, the other Party hereto, their successors and permitted assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

Q. **Cumulative remedies.** All rights and remedies provided in this Agreement are cumulative and non-exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available by law, in equity, by statute, ordinance, in any other agreement between the parties, or otherwise.

IN WITNESS, the Parties have executed this Agreement on the date first set forth above.

Ayasha Bahar
Print Name: Ayasha Bahar

CITY OF WARREN:

Lori M. Stone
By: Lori M. Stone
Its: Mayor

Mary L. Hado
Print Name: Mary L. Hado

Sonja Buffa
By: Sonja Buffa
Its: City Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 29 day of July, 2024 by Lori M. Stone, Mayor and Sonja Buffa, City Clerk of the City of Warren, and a Michigan municipal corporation, on behalf of the City of Warren.

Miranda Westphal
_____, Notary Public
Macomb County, Michigan
My Commission Expires: _____
Acting in the County of Macomb

MIRANDA WESTPHAL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires July 03, 2025
Acting in the County of Macomb

DEVELOPER: Symmetry Property Management
& Realty, Inc.:

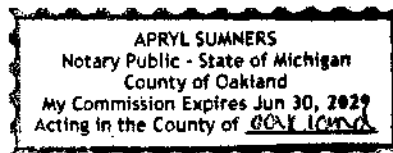
APRYL SUMMERS
Print Name:

Frank Jarbou
By: Frank Jarbou
Its: Managing Member

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

The foregoing instrument was acknowledged before me this 23 day of July, 2024, by Frank Jarbou, Managing Member and President of Developer Symmetry Property Management & Realty, Inc, a Michigan corporation.

APRYL SUMMERS
, Notary Public
Oakland County, Michigan
My Commission Expires: June 30, 2029
Acting in the County of Oakland



DEVELOPER: 12 Mound Development LLC:

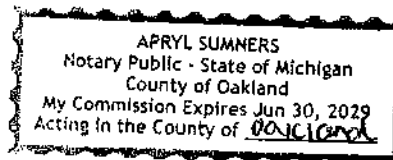
APRYL SUMMERS
Print Name:

Frank Jarbou
By: Frank Jarbou
Its: Managing Member/President

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

The foregoing instrument was acknowledged before me this 23 day of July, 2024, by Frank Jarbou, Managing Member and President of Developer 12 Mound Development LLC, a Michigan limited liability company.

APRYL SUMMERS
, Notary Public
Oakland County, Michigan
My Commission Expires: June 30, 2029
Acting in the County of Macomb



Drafted by and when recorded return to:
Mary Michaels, Esq.
Warren Attorney's Office
One City Square, Suite 400
Warren, MI 48093

Parcel No. 13-17-226-043
Exempt: MCL 207.526(h)(i)
MCL 207.505 (h)(i)

EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION

The land situated in the City of Warren, County of Macomb, State of Michigan, is described as follows:

One parcel of land located in Section 17, City of Warren, Macomb County, Michigan; being described as:

PARCEL NUMBER: 13-17-226-043

Part of the Northeast 1/4 of section 17, town 1 North, range 12 east, City of Warren, Macomb County, Michigan and being more particularly described as: Commencing at the Northeast corner of Section 17; thence North 89 degrees 59 minutes 59 seconds West 976.23 feet to the point of beginning; thence South 00 degrees 37 minutes 53 seconds East 170.01 feet; thence North 89 degrees 59 minutes 59 seconds West 10.00 feet; thence South 163.28 feet; thence North 89 degrees 53 minutes West 218.00 feet; thence North 00 degrees 37 minutes 53 seconds West 333.55 feet; thence South 89 degrees 59 minutes 59 seconds East 228.00 feet to the point of beginning. Except the North 60.00 feet for 12 Mile road.

Commonly known as: 5580 Twelve Mile Rd.

Parcel ID No.: 13-17-226-043

EXHIBIT B



ONE COMPANY.
INFINITE SOLUTIONS.

July 21, 2022

Ronald F. Wuerth
Planning Director
One City Square, Suite 315
Warren, MI 48093

RE: PIN: 12-13-17-226-043
5580 East 12 Mile Road
Conditional Rezoning Request

Dear Mr. Wuerth,

Please accept this letter on behalf of Symmetry Property Management. Symmetry owns 1.707 acres located on the south side of East 12 Mile Road between Mound Road and Grobbel Drive. Symmetry seeks rezoning from the current zoning classification P and C-2 (Parking District and General Business District respectively) to C-3 (Wholesale and Intensive Business District). Rezoning is necessary to allow the construction of a conveyor operated car wash on this parcel of land. The requested rezoning would be conditional, and a conditional rezoning agreement would be entered into by Symmetry.

Development Overview

Mister Car Wash, a commercial car wash business, is proposed in the central part of the property with associated infrastructure and landscaping surrounding the building. This parcel of land is developed, previously operated by Best Pets, a local pet store. Pending conditional re-zoning approval, the property will be rezoned to C-3 to accommodate the new development.

The proposed development is intended to fit with the current vision and aesthetics present on 12 Mile Road. Some of the district goals are diversified developments that include a mix of commercial and residential use, quality buildings/aesthetics, inclusion of enhanced landscaping areas, and promotion of pedestrian friendly elements. This plan proposes elements of these goals and will significantly enhance the utilization and overall appeal of the property.

Development Features

The proposed plan closely adheres to and in some respects, exceeds the City's development requirement.

The following are highlights of the plan:

- Eliminate the multiple, extraneous cross-property access routes by replacing the paved asphalt areas with planted, sodded, and landscaped open-space green areas.



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- On all sides of the property, greenbelt and green buffer areas will be greatly increased and more heavily planted. This will create better and more effective shielding of noise and site traffic for adjacent businesses and residential properties. While the City of Warren's zoning ordinance for the C-3 zone requires a 20-foot minimum greenbelt or a decorative wall when abutting a residential property, Mister Car Wash proposes to incorporate both as shown on the enclosed plan.
- Significant landscaping is proposed. Frontage landscaping, parking lot trees, shrubs & ground cover, and foundation planting is proposed for Mister Car Wash.
- All site lighting will be LED. Decorative light fixtures are proposed at the driveway to 12 Mile Road. All light fixtures will be shielded per city ordinance.
- Modern/quality building materials are proposed for the Mister Car Wash building including stone and decorative metal veneer, limestone structure, paints, and glazing. These updated materials will give a pleasant and modern facelift to the property from what is currently built.
- Intensive rebuild of existing utilities is proposed. All overhead electric power lines will be relocated out of sight, underground. The existing storm sewer system will be removed and replaced with a more efficient, modern system to create better water flow from the site in storm conditions.
- A complete rebuild of site infrastructure is proposed. All paved areas will be replaced with new, high-quality asphalt. Curbs will be replaced with integral curbs, rollover curbs, and transitional curbs that conform to the most recent MCDOR and city standards.

Offer of Conditions

As part of the conditional rezoning, Symmetry offers the following conditions:

- The development will be completed in general accordance with the enclosed site plans.
- The following uses will be prohibited:
 - Amusement Device Center
 - Adult Entertainment
 - Massage parlor, except for non-sexual massage provider such as that provided under the trade name "Massage Envy"
 - Body Art/Tattoo Parlor
 - Pawnbrokers
 - Medical Marijuana Facility
 - Large appliance repair
 - Mortuaries
 - Rental of Tools and household goods
 - Automotive supply
 - Automotive rental



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- o Automobile Service Center (Repair)
- o Gas Stations
- o Dance Halls
- o Banquet Facilities
- o Theater
- o Vehicle Dealers
- o All other uses permissible under City of Warren C-3 zoning exclusive of a conveyor operated auto wash

Variances/Special Use Approval

Further, it is presumed that special approval and use approval for the conveyor auto wash will be considered approved as part of the conditional rezoning of the property and a separate approval will not be required.

Your time and consideration are greatly appreciated. If you have questions or need additional information, please contact us at (586) 786-9800.

Sincerely,

Michael McPherson, P.E.
Atwell, LLC

EXHIBIT C

ORDINANCE NO. 30-1081

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, is amended to provide that the following property situated within Section 17, City of Warren, County of Macomb, State of Michigan, and legally described as:

Part of the Northeast 1/4 of section 17, town 1 North, range 12 east, City of Warren, Macomb County, Michigan and being more particularly described as: Commencing at the Northeast corner of Section 17; thence North 89 degrees 59 minutes 59 seconds West 976.23 feet to the point of beginning; thence South 00 degrees 37 minutes 53 seconds East 170.01 feet; thence North 89 degrees 59 minutes 59 seconds West 10.00 feet; thence South 163.28 feet; thence North 89 degrees 53 minutes West 218.00 feet; thence North 00 degrees 37 minutes 53 seconds West 333.55 feet; thence South 89 degrees 59 minutes 59 seconds East 228.00 feet to the point of beginning. Except the North 60.00 feet for 12 Mile road.

Parcel Identification No.: 13-17-226-043

is rezoned with conditions from its present zoning classification "C-2", General Business District, and "P" Parking District" to "C-3" Wholesale and Intensive Business District, in accordance with the Rezoning with Conditions map below and made a part hereof, and in accordance with Ordinance No. 30 of the ordinances of the City of Warren and the 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 a conveyer operated car wash, subject to and in compliance with (1) approved site plans, site plan conditions, and other zoning approvals, (2) Offer of Conditions dated July 21, 2022; and (3) Conditional Rezoning Agreement between the City of Warren and Symmetry Property Management and Realty, Inc. and 12 Mound Development, LLC, approved July 23, 2024; all of which 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 compliance with Ordinance 30 of the Ordinances of the City of Warren.

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. This ordinance shall become effective and the property rezoned, as set forth in this Ordinance and the Conditional Rezoning Agreement on July 23, 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 December 13, 2022 (**agreement on final terms authorized on July 23, 2024**).

SONJA BUFFA
City Clerk

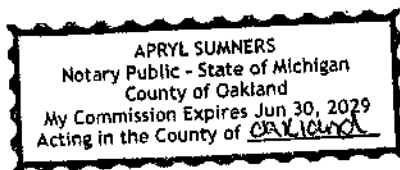
Published: _____, 2024

The undersigned certifies that Symmetry Property Management & Realty, Inc. and 12 Mound Development, LLC, jointly and voluntarily offered the conditions for rezoning incorporated into this rezoning ordinance; and consent to the conditions and all provisions contained in this Rezoning with Conditions documents, and has authority to bind the Developer to such conditions and provisions.

Frank Jarbou

Frank Jarbou, Managing Member

The foregoing certification was acknowledged before me this 23 day of July, 2024, by Frank Jarbou, Managing Member of Symmetry Property Management & Realty, Inc. and 12 Mound Development, LLC, collectively, the Developer.



Notary Public
Oakland, Notary Public
~~Macomb~~ County, Michigan
Acting in the County of ~~Macomb~~ Oakland
My commission expires: June 30, 2029

Drafted by and when recorded return to:
Mary Michaels, Esq.
Warren City Attorney's Office
One City Square, Ste. 400
Warren, MI 48093

Tax ID Number: 13-17-226-043
State Transfer Tax: EXEMPT pursuant to MCL 207.526(h)(i)
County Transfer Tax: EXEMPT pursuant to MCL 207.505(h)(i)

ID 95691

BOUNDARY OF DISTRICT AS AMENDED

SECTION 17 – REZONING WITH CONDITIONS

PROPERTY DESCRIPTION FOR PROPERTY ZONED C-2, GENERAL BUSINESS DISTRICT AND P, PARKING DISTRICT TO C-3, WHOLESALE AND INTENSIVE BUSINESS DISTRICT; (5580 TWELVE MILE ROAD).

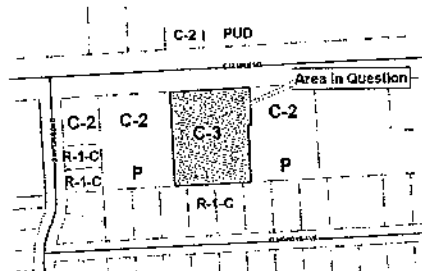
THE LAND SITUATED IN THE CITY OF WARREN, COUNTY OF MACOMB, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

ONE (1) PARCEL OF LAND LOCATED IN SECTION 17, CITY OF WARREN, MACOMB COUNTY, MICHIGAN; BEING DESCRIBED AS:

PARCEL NUMBER: 13-17-226-043

PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 17; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 976.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 37 MINUTES 53 SECONDS EAST 170.01 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 59 SECONDS WEST 10.00 FEET; THENCE SOUTH 163.28 FEET; THENCE NORTH 89 DEGREES 53 MINUTES WEST 218.00 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 53 SECONDS WEST 333.66 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS EAST 228.00 FEET TO THE POINT OF BEGINNING. EXCEPT THE NORTH 60.00 FEET FOR 12 MILE ROAD.

BE REZONED WITH CONDITIONS FROM ITS PRESENT ZONING CLASSIFICATION "C-2", GENERAL BUSINESS DISTRICT AND "P", PARKING DISTRICT TO "C-3", WHOLESALE AND INTENSIVE BUSINESS DISTRICT

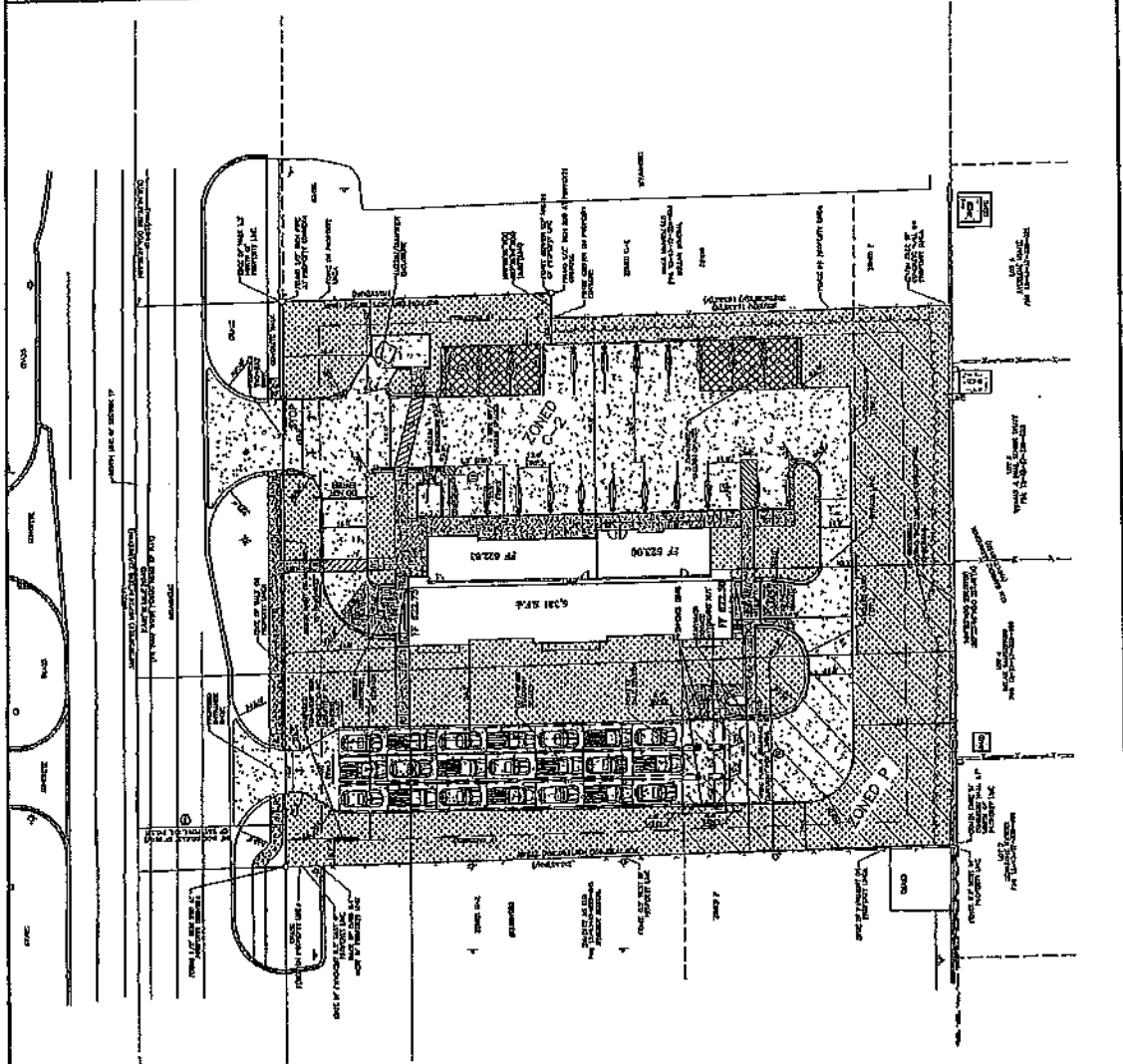


AMENDED ZONING MAP NO. 30 - 1075
OF CITY OF WARREN ADOPTED BY
COUNCIL OF THE CITY OF WARREN, MICHIGAN
DECEMBER 13, 2022

MAYOR
CLERK

LORI M. STONE
SONJA BUFFA

EXHIBIT D

[illegible]

PROJECT NARRATIVE

[illegible][illegible]

NOTES

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SITE BENCHMARKS

REPORTED BY THE NATIONAL
ALCOHOLIC BEVERAGES BOARD
ON THE 10th OF APRIL 1954

EXHIBIT E

EXHIBIT E

CONTRACT DOCUMENTS

1. Property Legal Description (Exh. A);
2. Offer of Conditions dated July 21, 2022 from Michael McPherson P.E., Atwell, on behalf of Developer (Exh. B);
3. Rezoning with Conditions Ordinance (Exh. C);
4. Development Concept Plan (Exh. D);
5. Application for Rezoning with Conditions from 12 Mound Development, LLC received by City of Warren Planning Commission on August 2, 2022;
6. Final Site Plan to be incorporated upon approval by City of Warren Planning Commission;
7. Site Plan Conditions established by City of Warren Planning Commission in connection with Site Plan approval;
8. 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;
9. City of Warren Rezoning with Conditions Ordinance, Sections 24.10 to 24.30 of the City of Warren Code of Ordinances, and any replacement or amendments thereto;
10. Conditional Rezoning Agreement between City of Warren and Symmetry Property Management & Realty, Inc. and 12 Mound Development, LLC; and
11. Any law or ordinance referenced in the foregoing Conditional Rezoning Agreement.



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 11, 2024

TO: MINDY MOORE, WARREN CITY COUNCIL

SUBJECT: INCREASE OF AWARD FOR ROSENBAUER PARTS & SERVICE; SOL-W-0691

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that City Council increase the award for furnishing Rosenbauer parts and service from Emergency Vehicle Plus (EVP), 670 East 16th Street, Holland, MI 49423, from an annual amount not to exceed \$50,000.00 to an annual amount not to exceed \$125,000.00 for each of the three (3) remaining years of the agreement, commencing on July 1, 2024.

On February 28, 2023, Warren City Council approved a five (5) year award to EVP in an annual amount not to exceed \$50,000.00 to provide Rosenbauer parts and service. The five (5) year period commenced on July 1, 2022. This recommendation, before you today, is for an increase of award for each of the three (3) remaining years of the agreement, commencing on July 1, 2024, in an annual amount not to exceed \$125,000.00.

The Department of Public Works is anticipating an increase in expenses due to the additional seven (7) ambulances that are in production and are expected to be delivered within the next six (6) months. These will all require Rosenbauer parts and service, as well as the anticipated parts and service required for the current fleet.

Funds are available in the following Account: 101-1442-86300.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		10/15/2024
Controller:		10/15/2024
MAYOR:		10/15/2024

DATE: October 9, 2024

TO: Craig Treppa, Purchasing Agent

FROM: Scott Raedel, Superintendent, Division of Public Works

RE: Emergency Vehicles Plus Bid Increase

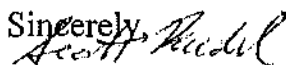
Craig,

The Department of Public Works is requesting an increase from \$50,000 to \$125,000 annually for Emergency Vehicles Plus bid #SOL-W-0691 for Rosenbauer parts and service for each of the three (3) remaining years of the agreement, commencing on July 1, 2024.

There are currently eight (8) pieces of equipment the we use Emergency Vehicles Plus for parts and service, five (5) fire trucks and three (3) ambulances with seven (7) more ambulances in production and expected within the next six (6) months. The reasons for the increase are the warranty is expiring or has expired on all pieces of currently owned equipment, record number of calls taken by the Fire Department year after year adding more miles and usage needing more maintenance, aging fleet, and rising costs on parts and service.

I will be available for any questions you or City Council may have in regards to this increase.

Sincerely,



Scott Raedel
Superintendent
Division of Public Works

ne/SR

RESOLUTION

Document No: ITB-W-0691 Increase of Award
Product or Service: Rosenbauer Parts & Service
Requesting Department: Department of Public Works

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

On February 28, 2023, Warren City Council approved a five (5) year period in an annual amount not to exceed \$50,000.00 to Emergency Vehicles Plus, 670 East 16th Street, Holland, MI 49423, for furnishing Rosenbauer parts and service which began on July 1, 2022.

The Department of Public Works (DPW) is seeking an increase of award from an annual amount not to exceed \$50,000.00 to an annual amount not to exceed \$125,000.00 for each of the three (3) remaining years of the agreement, commencing on July 1, 2024.

Funds are available in the following Account: 101-1442-86300.

IT IS RESOLVED, that an increase of award is hereby accepted by City Council for Emergency Vehicles Plus in an annual amount not to exceed \$125,000.00 for each of the three (3) remaining years of the agreement, commencing on July 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:

- ☐ 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 11, 2024

TO: MINDY MOORE, WARREN CITY COUNCIL

SUBJECT: INCREASE OF THE FISCAL YEAR 2024 AWARD FOR LEGAL RESEARCH MATERIALS;
SOL-W-0993

The Purchasing Division, in conjunction with the Attorney's Office, recommends that City Council increase the award to purchase legal print services and online research services from the sole source provider, West Publishing Corporation, dba Thomson Reuters-West, West, Thomson West, or West Group, and Thomson West, 610 Opperman Drive, Eagan, MN 55123, from an annual amount not to exceed \$25,058.04 to an annual amount not to exceed \$26,547.46.

Due to the increase in costs, the Attorney's Office is requesting that the annual award be increased from \$25,058.04 to \$26,547.46 retro-actively for the period of July 1, 2023 through June 30, 2024.

Funds are available in the following Account: 101-1210-95800.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Mary Michaels
Acting City Attorney

Approved By:	Signature	Date
Budget Director:		10/15/2024
Controller:		10/15/2024
MAYOR:		10/15/2024

RESOLUTION

Document No: SOL-W-0993 Increase of Award

Product or Service: Legal Print Services and Online Research Services

Requesting Department: Attorney'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_____.

The Attorney's Office is seeking an increase of award to West Publishing Corporation, dba Thomson Reuters-West, West, Thomson West, or West Group and Thomson West, 610 Opperman Drive, Eagan, MN 55123, for furnishing both print and online legal research materials, from an annual amount not to exceed \$25,058.04 to an annual amount not to exceed \$26,547.46, commencing retro-actively for the period of July 1, 2023 through June 30, 2024.

Funds are available in the following Account: 101-1210-95800.

IT IS RESOLVED, that an increase of award is hereby accepted by City Council for West Publishing Corporation, dba Thomson Reuters-West, West, Thomson West, or West Group and Thomson West in an annual amount not to exceed \$26,547.46. commencing retro-actively for the period of July 1, 2023 through June 30, 2024.

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

- ☐ Bid document
- ☐ Contract
- ☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2024.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

Sonja Buffa
City Clerk

DATE: OCTOBER 2, 2024
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: AWARD RECOMMENDATION THE PURCHASE OF A DUAL-PURPOSE POLICE SERVICE DOG (K-9), TRAINING AND SUPPLIES; SOL-W-1353

The Purchasing Division concurs with the Police Department and recommends that City Council award the purchase of a Dual-Purpose Police Service Dog (K-9), Training, and Supplies to the vendors listed below at the corresponding costs, in the total amount not to exceed \$15,748.36.

VENDOR	DESCRIPTION	COST
Shallow Creek Kennels 6572 Seneca Road Sharpsville, PA 16150	Male Labrador Born 4-12-23	\$ 9000.00
Oakland Police Academy 2900 Featherstone Auburn Hills, MI 48326	Patrol Dog Academy	\$ 5,000.00
Elite K-9, Inc. 7660 Old US Hwy. 45 Boaz, KY 42027	Tug (1), Collars (3), Scent Release Jars (4), Scratch Pants (1), Bite Developer (2), K-9 BSD-3R Device with HDPE Kit (1)	\$ 1,621.40
Ray Allen Mfg. 975 Ford Street Colorado Springs, CO 80915	1 Each - Multi-Functional Wind Indicator 2 Each -K9 Traffic Tab 8" Blue Line	\$ 126.96
GRAND TOTAL:		\$ 15,748.36

The Police Department is requesting approval to purchase a dual-purpose service dog (K-9) to replace Astra, who will soon be retiring due to her age. In addition, the Police Department is recommending approval to purchase proper K-9 training and supplies to outfit the new K-9.

Shallow Creek Kennels is the sole source provider that meet the requirements of the Police Department. The other vendors did not go through the bid process as the total amounts being spent are below the bidding threshold.

The Police Department is seeing approval for these purchases because they recently (August of 2024) purchased another dual-purpose K-9 this fiscal year. Together, the costs exceed \$20,000.00. Thus, this request is before you today.

Funds for these purchases are available in the Local Drug Forfeiture Account: 261-9261-82215.

Respectfully Submitted,



Craig Treppa
Purchasing Agent

Approved By:	Signature:	Date:
Budget Director:		10/11/2024
Controller:		10/16/2024
MAYOR:		10/15/2024

SHALLOW CREEK KENNELS, INC

6572 Seneca Road

Sharpsville, PA 16150

724.646.1895

Warren Police Department
29900 S Civic Center Blvd.
Warren, MI 48093

To whom it may concern:

This letter is provided for a "Sole Source Provider" purchase from Shallow Creek Kennels, Inc.

Shallow Creek Kennels, Inc. is currently the only Police Service Dog kennel in the United States with an inventory of 50 to 100 Police Service Dogs at all times that meet or exceed the standards set by your department.

All instructors have 20 to 30 years of LEO active K9 Handler/Trainer experience. They are recognized by N.A.P.W.D.A as Master Trainers, Affiliated with Florida International University and certified trainers and evaluators for the International Forensic Research Institute.

We hold ATF, DEA and Pennsylvania Agricultural Kennel and Pennsylvania Explosive licenses and use only real odor for training.

All dogs on premise are selected by the owner in Europe every 4 to 6 weeks. Imported K9's come with European Health Passports, new digital radiography of hips, elbows, and spines, are fully vaccinated and heartworm free. We have a 24-hour Veterinary Technician on site.

If you have any questions or need additional information, please do not hesitate to contact us.

Thank you in advance and we look forward to working with you in the future.

Regards,


C. John Brannon

Shallow Creek Kennels, Inc.

6572 Seneca Road Sharpsville, PA 16150

Office: 724-646-1895
Fax: 724-646-1895

Shallowcreekk9.com
Shallowcreekk9@gmail.com

Warren Police Department
29900 S Civic Center Blvd
Warren, MI 48093

Warren Police Department
29900 S Civic Center Blvd
Warren, MI 48093

INVOICE

Invoice Date	Invoice #	Terms	P.O. Number	Requisitioner
9/16/2024	24455 #2409			

Quantity	Description	Price Each	Amount
1	Cole #246770 Male German Shepherd Born 8/1/23 Chip #900215010130406	9,200.00	9,200.00
1	Dark #246771 Male Labrador Born 4/12/23 Chip #90011881387139	9,000.00	9,000.00

Total \$18,200.00

Balance Due \$18,200.00

Accounts not paid within terms are subject to a 5% monthly finance charge.

Patrol Dog Academy

Coordinator:

Brian Dobrzycki (Detective, Roseville Police Department, 27 year veteran). K9 Handler and Master Trainer. Contact Brian at (248) 232-4227 or bedobrzy@oaklandcc.edu

Course Description:

This five (5) week course is designed to teach police K9 handlers the skills needed to be a successful canine handler. The Patrol Dog Academy will provide a pre-trained dog and the basic equipment needed for the team. Courses will be offered in the following areas:



Patrol Explosive or Narcotic K9:

Areas of Training: K9 Handlers will learn Tracking, Narcotics or Explosive Detection, Building Search, Area Search, Obedience, Agility, Article Search, Criminal Apprehension and Public Demonstrations.

Tuition:

\$5,000.00 / \$3,500 (Small Agency Group Discount)

K9 Cost:

The cost is estimated to be between \$8,000.00 and \$9,000.00 depending on the K9 Vendor. Vendors: Gills German Shepherds, K9 Holland Group and Shallow Creek Kennels.

Tuition Includes:

- One month of pre-service of the K9. Odor imprinting, starting tracking and starting basic obedience
- Basic Equipment: Plastic kennel, bag of dog food, bowls, brush, toe nail clippers and shampoo
- K9 Equipment: Tracking harness, tracking line, 6' leash, detector collar, bite sleeve, sleeve cover, aggression harness, 20'-30' long line, reward toy, tugs and equipment
- Acclimation Training: Immediately following the academy, handler's return for two weeks, two days each week, to address and correct areas that have arisen with the K9 team.

Canine Trainers Academy Areas of Training (Five-week Course):

Trainers will learn how to train the new K9's and new K9 Handlers in Tracking, Narcotics or Explosive Detection, Building Search, Area Search, Obedience, Agility, Article Search, Criminal Apprehension and Public Demonstrations.
NOTE: 5 weeks REQUIRED.

Trainers Academy Tuition:

\$3,000 (Payable to the Oakland Police Academy)

Course Details:

- **DATES:** October 7 - November 8, 2024
- **TIME:** 8:30 am - 5:00 pm (Times subject to change)
- **LOCATION:** Oakland Police Academy 2900 Featherstone, Auburn Hills, MI 48326 -
Location on Campus: **Police Academy**
- **REGISTRATION:** Email: policetraining@oaklandcc.edu or new phone: (248) 232-4227

- 302 Funds Eligible -

No shows WILL be billed unless cancellation is received 5 days prior to the class



Page	Date	Quotation No.
1	09/20/24	384263A

ELITE K-9, INC. 7660 OLD US HWY 45 BOAZ KY 42027
 (270) 554-5515 info@elitek9.com
 FEIN # 83-0356648

Bill To

ATTN: SCOTT SPENCER
 WARREN POLICE DEPARTMENT
 29900 S CMC CENTER BLVD
 WARREN, MI 48093

Ship To

(Same as Bill-To)

Customer No.	Sales I.D.	Reference #	Media Code	Terms		
167802	/LP			QUOTATION, EXP 10/31/24		
Ordered By	Warehouse	Phone Number	Total Wt.	Zone	# Packages	Ship Via
		(586) 574-4804	0.0 Lbs		0	FEG

Message:

NO RETURNS WILL BE ACCEPTED WITHOUT AN RA#
 10% RESTOCKING FEE MAY BE CHARGED FOR UNWANTED MERCHANDISE RETURNED

Qty.	B/O	Shipped	Item #	Description	Unit Price	Disc	Extension
1	0	0	TFO1223	12" Orange Firehose Tug 2 handles	16.95	--	16.95
2	0	0	TSB7 R	Round Synthetic Bite Developer 7" long Red	29.95	--	59.90
1	0	0	C222	HS ULTRA-PLUS Chrome 3.0mm Training Collar backordered approx. 3 weeks	34.95	--	34.95
2	0	0	DDC01	Dominant Dog Collar	14.95	--	29.90
1	0	0	SD304	K-9 BSD-3R Device with HDPE Kit	1174.95	--	1174.95
4	0	0	SD313	Scent Release Jar with Lid for BSD	14.95	--	59.80
1	0	0	CL35-XL	Scratch Pants XL	169.95	--	169.95

MERCHANDISE QUOTATION TOTAL \$ 1546.40 SHIPPING & HANDLING \$ 75.00 QUOTATION TOTAL \$ 1621.40	
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MERCHANDISE QUOTATION TOTAL \$ 1546.40 SHIPPING & HANDLING \$ 75.00 QUOTATION TOTAL \$ 1621.40	
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MERCHANDISE QUOTATION TOTAL \$ 1546.40 SHIPPING & HANDLING \$ 75.00 QUOTATION TOTAL \$ 1621.40	
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RAY ALLEN MANUFACTURING
975 FORD STREET
COLORADO SPRINGS, CO, 80915
800.444.0464
sales@rayallen.com
www.rayallen.com

Quote

Quote No: RQ021469
Quote Date: 9/9/2024
Expire Date: 10/9/2024
Customer ID: RA030190
Currency: USD

BILL TO:		SHIP TO:		
CITY OF WARREN, MI - PURCHASING DEPT ONE CITY SQUARE SUITE 425 WARREN MI 48093 UNITED STATES Attn: SCOTT SPENCER		CITY OF WARREN, MI - POLICE DEPT 29900 CIVIC CENTER BLVD WARREN MI 48093 UNITED STATES Attn: SGT. STEVE CAMPBELL #553		
CUSTOMER PO #		TERMS	CONTACT	
		NET 30 DAYS		
FOB POINT		SHIPPING TERMS	SHIP VIA	
		FLAT RATE	STANDARD GROUND	
NO.	ITEM	QTY	UNIT PRICE	EXT PRICE
1	CO-CWIPRO: CIRBUS MULTIFUNCTIONAL WIND INDICATOR	1.00	\$89.99	\$89.99
2	RAD-TAB-8-BLINE: RADER K9 TRAFFIC TAB 8" BLUE LINE	2.00	\$14.99	\$29.98

Sales Total:	\$119.97
Shipping & Handling:	6.99
Discount:	(0.00)
Tax:	0.00
Total (USD):	\$126.96



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

September 25, 2024

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

RE: Purchase request for Dual-Purpose Police Service Dog (K-9)

Dear Mr. Treppa,

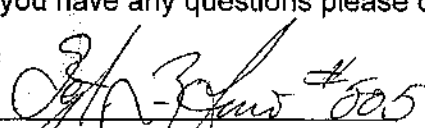
The Warren Police Department would like to purchase a dual-purpose police service dog (K-9) to replace Ofc. Angelucci's partner Astra, who will soon be retiring due to her age. We have received a verified quote from Shallow Creek Kennels listing the K-9's cost at **\$9,000.00**. Also attached is a sole source provider letter from Shallow Creek Kennels.

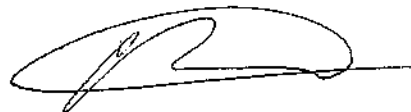
The Warren Police Department is also requesting **\$5,000.00** for the required patrol dog/handler academy. Two established vendors, Elite K-9 and Ray Allen Manufacturing have also provided quotes for various supplies including; collars, synthetic bite developer, scent release jar, wind indicators, etc., which together total **\$1,748.36**. The **total** for all these purchases is **\$15,748.36**.

We are requesting to purchase the K-9, academy and supplies with funds from the Local Drug Forfeiture account (#261-9261-82215). As you know, this account currently has \$43,500.00 budgeted for a new K-9, as well as veterinary bills, supplies, training and equipment.

- Shallow Creek Kennels: 6572 Seneca Road Sharpsville, PA 16150 (\$9,000)
- Oakland Police Academy: 2900 Featherstone Auburn Hills, MI 48326 (\$5,000)
- Elite K-9 Inc.: 7660 Old US HWY 45 Boaz KY 422027 (\$1,621.40)
- Ray Allen Manufacturing: 975 Ford Street Colorado Springs, CO 80915 (\$126.96)

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


Zachery Lemond, Staff Sergeant
Administrative Services Bureau



RESOLUTION

Document No: SOL-W-1353

Product or Service: Dual-Purpose K-9, Training & Supplies

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 a dual-purpose K-9 from the sole source provider, and to acquire proper training and supplies for the K-9 to the vendors listed below, at the corresponding costs.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in the Local Drug Forfeiture Account: 261-9261-82215.

VENDOR	DESCRIPTION	COST
Shallow Creek Kennels 6572 Seneca Road Sharpsville, PA 16150	Male Labrador Born 4-12-23	\$ 9000.00
Oakland Police Academy 2900 Featherstone Auburn Hills, MI 48326	Patrol Dog Academy	\$ 5,000.00
Elite K-9, Inc. 7660 Old US Hwy. 45 Boaz, KY 42027	Tug (1), Collars (3), Scent Release Jars (4), Scratch Pants (1), Bite Developer (2), K-9 BSD-3R Device with HDPE Kit (1)	\$ 1,621.40
Ray Allen Mfg. 975 Ford Street Colorado Springs, CO 80915	1 Each - Multi-Functional Wind Indicator 2 Each -K9 Traffic Tab 8" Blue Line	\$ 126.96
GRAND TOTAL:		\$ 15,748.36

IT IS RESOLVED, that the sole source purchase through Shallow Creek Kennels and the purchase of supplies and training from the vendors listed above is hereby accepted by City Council in an amount of \$15,748.36.

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

☐ 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

DATE: OCTOBER 11, 2024
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: RECOMMENDATION TO INCREASE AND EXTEND AWARD FOR DRUG COURT
TREATMENT PROGRAM: SOL-W-1363

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 \$19,500.00 to to \$30,000.00 to Sacred Heart Rehabilitation Center, 1400 E. 12 Mile Road, Madison Heights, MI 48071, for the period October 1, 2023 through September 30, 2024 an to also, approve an award of \$30,000.00 annually for a two-year period commencing on October 1, 2024.

Sacred Heart provides substance abuse and mental health services for the Warren Drug Court based on the specific needs of each individual/participant that is referred to them by the Drug Court when they meet the eligibility requirements.

The Drug Court screens participants to determine the need for treatment services and then refer them to Sacred Heart. The participant will initiate a phone request for services from Sacred Heart and then the Sacred Heart staff will arrange an Intake Appointment as soon as possible.

Sacred Heart will then conduct a comprehensive assessment and admit those who are eligible. Upon completion of services, Sacred Heart will provide a discharge summary and other information on the services that have been provided, when requested by the Drug Court.

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,



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		10/15/2024
Controller:		10/15/2024
MAYOR:		10/15/2024

Michael Chupa
District Judge

Donna Cilluffo, LMSW
Program Director/Coordinator
(586) 574-4961

Alternative Substance Abuse Program (A.S.A.P)

37th District Court
8300 Common Road, Room L10
Warren, MI 48093
TEL: (586) 574-4966
FAX: (586) 574-0445

Tara Pittman, LMSW
Case Manager
(586) 574-4981
Lana Harrison
Admin. Assistant
(586) 574-4974

8/20/2024

Craig Treppa, Purchasing Agent
City of Warren
One City Square
Purchasing Suite 425
Warren, MI 48093-5289

RE: INCREASE TERM AMOUNT FOR ACCOUNT #82248

Dear Mr. Treppa,

I am writing to request an increase amount of \$30,000 for this term (10/1/23 to 9/30/24) for the **Account #82248**. We will need an increase in order to pay Sacred Heart Rehabilitation Center for the months of July, August and September.

I am also requesting to increase the agreed upon term amount from 25K to 30K for the next two years (2024-2026). The reason being, we are no longer receiving 96K from the State Grant each year. This means our Outpatient Treatment will be funded solely by the Federal Grant.

Please feel free to contact me for further information

Sincerely,



Donna Cilluffo, LMSW
Drug Court Administrator

MEMORANDUM OF UNDERSTANDING/SUBCONTRACT BY AND BETWEEN
The 37TH DISTRICT COURT/TREATMENT COURT PROGRAM AND
SACRED HEART REHABILITATION CENTER, INC.

Service locations are as follows: Detoxification-Sacred Heart, 400 Stoddard Road, Richmond, MI 48062. Intake number-810.392.2167. Outpatient & Lab- Sacred Heart Recovery and Wellness Center, 28303 Dequindre, Ste 1, Madison Heights, MI 48071. Intake number- 248.658.1116 & 19611 E 8 Mile Road, St. Clair Shores, MI 48080 Intake number-586.541.9550/ Warren Drug Court, 8300 Common Rd., Warren, Michigan 48093.

PROTECTION OF CONFIDENTIAL HEALTH 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.

BILLING AND RATES

Sacred Heart will directly bill the Warren 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 first name and last initial or identifier, and the amount of the charge.

Billing invoices must be forwarded by Sacred Heart 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.

If for any reason, the participant terminates treatment services prior to the established discharge date, the Warren Drug Court will not be responsible for payment of any

**MEMORANDUM OF UNDERSTANDING/SUBCONTRACT BY AND BETWEEN
The 37TH DISTRICT COURT/TREATMENT COURT PROGRAM AND
SACRED HEART REHABILITATION CENTER, INC.**

This is a Subcontract between the 37th District Court/Drug Court Program, hereafter referred to as "Warren Drug Court" and Sacred Heart Rehabilitation Center, Inc., hereafter referred to as "Sacred Heart" for working together to serve populations/ participants who are in need of outpatient substance abuse/mental health services or detoxification services.

For the fiscal year beginning October 1, 2023 and ending on September 30, 2024, funds have been made available for substance abuse/mental health services for Warren Drug Court participants through SAMHSA grant funding and the MDCCP award. Sacred Heart will provide these services based on the specific needs of each individual/ participants referred by the Warren Drug Court, who meet eligibility criteria.

Both parties mutually assure that eligibility for treatment will be determined solely on the basis of clinical appropriateness and client safety; Sacred Heart shall not limit or deny services on the basis of gender, race, creed, color, national origin, sexual orientation or for any arbitrary or unethical criterion.

REQUESTING SERVICES

The Warren Drug Court will screen participants to determine the need for treatment services and refer appropriate participants to Sacred Heart. Said participant will initiate a telephonic request for services by calling Sacred Heart Rehabilitation Center. The Sacred Heart Staff will arrange an Intake Appointment as soon as possible. Warren Drug Court Staff will fax a referral form to Sacred Heart that indicates that approved services will be paid for by the Drug Court program.

Sacred Heart will conduct a comprehensive assessment and admit Warren Drug Court participants meeting eligibility criteria, securing necessary releases of information to authorize communication with the Warren Drug Court. For individuals deemed inappropriate for admission, the Sacred Heart Assessment Therapist will secure the appropriate release of information and contact the Warren Drug Court to determine the most appropriate next step.

Upon completion of services Sacred Heart will provide the Warren Drug Court with a discharge summary and shall provide other such information on the services provided to the individual as requested.

Sacred Heart shall, upon request, provide transportation for participants requesting detoxification and residential services to/from a mutually agreeable location, at no additional cost.

**MEMORANDUM OF UNDERSTANDING/SUBCONTRACT BY AND BETWEEN
The 37TH DISTRICT COURT/TREATMENT COURT PROGRAM AND
SACRED HEART REHABILITATION CENTER, INC.**

sessions that have not yet been provided. The Warren Drug Court will not be responsible for payment of "No Show" fees.

The following rates will be billed for each service:

Detoxification - up to 5 days	\$190.00 a day
Outpatient Intake	\$82.50
Individual Session	\$65.00
Group Session	\$30.00
Didactic Session	\$30.00
Psychiatric Evaluation	\$125.00
Medication Review	\$50.00
HIV Ora-Quick	\$40.46
Acupuncture	\$30.00
Peer Recovery Services 15 minutes	\$10.00
Vivitrol	Cost of Medication
Intake with medical assessment (includes Suboxone and Vivitrol participants)	\$130.00

Additional lab work if needed will be performed by Quest Labs. Participants will be referred to one of their locations with a referral form with test that are requested. Rates for the following lab work were obtained from Quest on 11-20-16. Quest will bill Sacred Heart for these tests. (rates subject to change)

Hepatitis B	\$10.77
Hepatitis C AB (screen)	\$16.15
HCV RNA (confirm)	\$153.71
Complete Metab Panel	\$8.42
RPR (for STD)	\$7.54
CBC	\$5.38
UA Macroscopic	\$2.85
Quest Draw	\$5.38

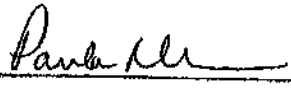
TERMINATION OF SUBCONTRACT


Notwithstanding any other provisions in the subcontract to the contrary, either party hereto may terminate this subcontract for any reason by providing the other party with thirty (30) day prior written notification. Any termination of this subcontract shall not relieve either party of the obligations incurred prior to the effective date of such termination.

MEMORANDUM OF UNDERSTANDING/SUBCONTRACT BY AND BETWEEN
The 37TH DISTRICT COURT/TREATMENT COURT PROGRAM AND
SACRED HEART REHABILITATION CENTER, INC.

Sacred Heart Rehabilitation Center, Inc.

37th District Court / Warren Drug Court

 10-17-2023
Paula Nelson Date
President/CEO

 10-18-23
Michael Chupa Date
37th District Court Judge

RESOLUTION

Document No: SOL-W-1363

Product or Service: Drug Court Treatment Program

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 Sacred Heart Rehabilitation Center, 1400 E. 12 Mile Road, Madison Heights, MI 48071, from \$19,500.00 to \$30,000.00 for the period October 1, 2023 through September 30, 2024 and to award an amount not to exceed \$30,000.00 annually, for two years, commencing on October 1, 2024 to provide Drug Court Treatment Program Services.

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 Sacred Heart Rehabilitation Center for providing substance abuse and mental health services is hereby accepted by

City Council in an annual amount not to exceed \$30,000.00, commencing on October 11, 2023.

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

☐ Contract
☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

Sonja Buffa
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: OCTOBER 8, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: STA-W-1300: AWARD FOR CISCO HARDWARE AND SOFTWARE MAINTENANCE UTILIZING
THE STATE OF MICHIGAN COOPERATIVE CONTRACT #MA210000001333

The Purchasing Division concurs with the Information Systems Division and recommends that City Council award Cisco Hardware and Software Maintenance to Presidio Networked Solutions, 48325 Alpha Drive, Suite 150, Wixom, MI 48393 for a one-year period, utilizing the State of Michigan Contract #MA210000001333, in the annual amount of \$124,013.57.

This maintenance agreement, if approved by your honorable body, will cover the repair or replacement of any of the City's Cisco hardware. Presidio will also provide the City with software support and upgrades for all software and feature sets that reside within both the data and voice systems.

All hardware is covered via a 24 x 7 x 4 on-site contract. In other words, regardless of the time of day or day of week, Presidio will have a replacement part and engineer on-site within 4 hours.

Presidio installed all of the equipment and did the initial configuration of the CISCO system. They have the knowledge and expertise of the City of Warren data and voice network. This maintenance proposal will cover the period from November 1, 2024 through October 31, 2025.

Funds are available in the various Accounts as shown in the table below.

Court	1136-85300	\$ 6,618.40
City Hall	1258-80100	\$ 40,114.89
Police	1301-85300	\$ 4,118.14
Fire	1336-85300	\$ 19,880.92
DPW	1442-85300	\$ 3,311.08
P&R	9208-85300	\$ 9,532.91
Sanitation	9226-85300	\$ 3,137.66
Communications	9250-85300	\$ 1,461.08
Library	9271-85300	\$ 1,063.33
Water	1540-85300	\$ 7,725.89
WWTP	1580-85300	\$ 25,360.65
Stilwell Manor	9536-85300	\$ 422.16
Joseph Coach	9537-85300	\$ 1,266.46
GRAND TOTAL:		\$ 124,013.57

Respectfully Submitted,



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		10/11/2024
Controller:		10/11/2024
MAYOR:		10/15/2024



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 6
to
Contract Number MA210000001333

CONTRACTOR	CISCO SYSTEMS INC
	170 West Tasman Drive
	San Jose CA 95314
	Gigi Feril
	408-424-0712
	nvp-help@cisco.com
	CV0063483

STATE	Program Manager	Meghan Penny	DTMB
		(517) 282-1272	
		PennyM2@michigan.gov	
	Contract Administrator	Lauren Stempek	
		(517) 243-4008	
		stempekL@michigan.gov	

CONTRACT SUMMARY				
Data Communications Products and Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 10, 2021	September 30, 2024	2 - 12 Months	September 30, 2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
n/a		Net 45		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
n/a				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$75,000,000.00	\$0.00	\$75,000,000.00		
DESCRIPTION				
Effective 8/2/2024, this contract is hereby amended to:				
- Replace the existing Attachment 2, State of Michigan, IT Asset Management (ITAM) Requirements, with the attached "Attachment 2 - State of Michigan ITAM Requirements (Revised 3/5/2024)."				
- Replace the existing Attachment 5 - State of Michigan Service Level Agreement, with the attached "Attachment 5 - State of Michigan Service Level Agreement", that removes Service Metric #A4 (ITAM documentation accuracy) and associated Service Level Credits.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

IT CHANGE NOTICE

AUTHORIZED NVP FULFILLMENT PARTNERS:

Legal Company Name
1. CBTS Technology Solutions, LLC
2. CDW Government, LLC
3. Heartland Business Systems, LLC
4. Logicalis, Inc.
5. People Driven Technology, Inc.
6. Presidio Networked Solutions Group, LLC
7. Sentinel Technologies, Inc.
8. Trace3, LLC
9. World Wide Technology, LLC
10. Advizex Technologies, LLC
11. Ahead, Inc.

For more information on the Authorized NVP Fulfillment Partners, including contact information and offerings, please visit the link below:

[NASPO ValuePoint DataCom Michigan - Cisco](#)

Corporate Headquarters:
One Penn Plaza, Suite 2832, New York, NY 10119
Prattville - Long Island, NY Office
130 Parkway Drive, South, Hauppauge, NY 11788
and in # 623.835.7600

Quote Created for:
City of Warren

Sales Contacts:
Carmie Derner, Accounts & Sales
cderner@pressphoto.com
Direct # 266-663-0719

Quotation #: 2003524104911-01
Quote Dated: 3-Oct-2024

Page 1 of 2

Page 2 of 2

PRESIDIO

QUOTE: 2003524104911-01

DATE: 08/29/2024

PAGE: 1 of 3

TO: City of Warren
Laura Wilson
Attn Payables One City Square, Suite 425, Purchasing
Warren, MI 48093

lwilson@cityofwarren.org
(p) 586-574-4615

FROM: Presidio Networked Solutions Group, LLC
Cassie Damer
660 E. 10 Mile Road
Suite 110
Ferndale, MI 48220

cdamer@presidio.com
(p) +1.248.468.0719

BILL TO: City of Warren
Michelle Patterson
One City Square, Suite 425, Purchasing
Warren, MI 48093

mpatterson@cityofwarren.org
(p) .

SHIP TO: City of Warren - Information Systems
Laura Wilson
One City Square
Suite 420
Warren, MI 48093

lwilson@cityofwarren.org
(p) 586-574-4615

Customer#: CITYW005
Account Manager: Cassie Damer
Inside Sales Rep: Randy Finch
Title: 2024 Smartnet Renewal

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	\$84,417.77	1	\$84,417.77
		Start Date: 11/01/2024			
		End Date: 10/31/2025			
		Comments: CCWR# 441829353			

Sub Total:	\$84,417.77
Grand Total:	\$84,417.77

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided. If you are entitled to a tax exemption please upload your tax exemption certificate(s) to <https://app.certexpres.com/?c=32682b7046535333684958324362453d>
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by Presidio will not constitute a breach of Presidio's obligations to CLIENT. CLIENT agrees to indemnify and hold harmless Presidio for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by Presidio will not constitute a breach of Presidio's obligations to CLIENT. CLIENT agrees to indemnify and hold harmless Presidio for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accurse any applicable sales tax at the rate in effect for the jurisdiction.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Confidential Information.

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

PRESIDIOTM

TECHNOLOGY CAPITAL

OUR GOAL IS SIMPLE – TO MAKE YOUR TECHNOLOGY FINANCING SOLUTION EASY AND ECONOMICAL

Accelerate the adoption of new technology with PTC's flexible financing solutions. Our in-house financing specialists can help roll all of your technology-related costs (hardware, software, maintenance, services) into a single payment structure designed to meet your technology needs and budget requirements.

SAMPLE 36 MONTH LEASE QUOTE

Presidio can offer you 36-month indicative lease rates for the equipment in this quote for as low as **\$2,555.41** * per month.

	Sale Price	Monthly Lease Price
Other	\$84,417.77	\$2,555.41
Grand Total:	\$84,417.77	\$2,555.41

FINANCING OPTIONS WITH NO PAYMENTS FOR UP TO 90 DAYS

Our program allows your company to accelerate the adoption of new technology, receive the benefits now, and delay the initial payments for up to 90 days.

CONTACT US

For more information on Presidio's financing options and current promotions please call 1-800-248-1126 or email ptc@presidio.com to get in touch with a Financial Solutions Consultant. Visit www.presidio.com to learn more.

* This rate is for planning purposes only and subject to change based on final in equipment configurations, installation time frames, and market conditions. All quotes are subject to approval by the Presidio Technology Capital Finance Committee and execution of PTC's standard lease and credit documentation.

TO: City of Warren
Laura Wilson
lwilson@cityofwarren.org
(p) 586-574-4616
(f) (586) 258-2001

FROM: Presidio Networked Solutions Group, LLC [Fulton,MD]

BILL TO: City of Warren
One City Square, Suite 425 Purchasing Dept
Warren MI-48093
Laura Wilson
586-574-4615
lwilson@cityofwarren.org

SHIP TO: City of Warren
One City Square Suite 420
Warren MI-48093
Laura Wilson
586-574-4615
lwilson@cityofwarren.org

Subscription #: 5011222200070

Customer #: CITYW005

Account Manager: Cassie Damer

Inside Sales Rep: Randy G Finch

Title: Flex 3.0 Contact Center Renewal Sub1343357; 11/1/2024 - 10/31/2025

Comments

Contract Vehicle:

Michigan NASPO ValuePoint Cisco AR3227
MI# 210000001333

Start Date:

11/01/2024

End Date:

10/31/2025

#	Part #	Description	Unit Price	Qty	Ext Price
A-FLEX-3-CC Remaining Term: 12 months Billing Model: Prepaid Vendor Subscription ID: Sub1343357 Auto-Renewal Term: Do Not Renew Requested Start Date: 11/01/2024					
1	A-FLEX-3-CC	Flex 3.0 for Contact Center	\$0.00	1	\$0.00
Recurring Charges					
2	A-FLEX-CCX-P-AGT	On-Premises UCCX Premium Agent License Smart Licensing	\$0.00	3 Each for 12 months	\$0.00
3	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	1 Each for 12 months	\$0.00
4	A-FLEX-CCX-S-C	On-Premises UCCX Standard Concurrent Agent	\$27.74	17 Agent for 12 months	\$5,658.96
5	A-FLEX-05-12.5-K9	On-Premises UCCX Std & Prem Media Kit v12.5	\$0.00	1 Agent for 12 months	\$0.00
6	A-FLEX-CCX-S-AGT	On-Premises UCCX Standard Agent License Smart Licensing	\$0.00	17 Each for 12 months	\$0.00
7	A-FLEX-CCX-SVR	On-Premises UCCX Standard & Premium Server Smart Licensing	\$0.00	1 Each for 12 months	\$0.00

8	A-FLEX-CCX-P-C	On-Premises UCCX Premium Concurrent Agent	\$38.69	3 Agent for 12 months	\$1,392.84
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			Sub Total:	\$7,051.80	
			Grand Total:	\$7,051.80	

This quote is governed by Terms and Conditions of NASPO ValuePoint Cisco Contract AR3227 Michigan Contract Number 210000001333

Quote valid for 30 days from date shown above.

Pursuant to this contract your PO must reflect the following contract:
NASPO ValuePoint Cisco Contract AR3227 Michigan Contract Number 210000001333

Tax ID# 76-0515249; Size Business: Large; CAGE Code: 636L4; DUNS#11-436-9671

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

TO: City of Warren
Laura Wilson
lwilson@cityofwarren.org
(p) 586-574-4616
(f) (586) 258-2001

FROM: Presidio Networked Solutions Group, LLC (Fulton,MD)

BILL TO: City of Warren
One City Square, Suite 425 Purchasing Dept
Warren MI-48093
Laura Wilson
586-574-4615
lwilson@cityofwarren.org

SHIP TO: City of Warren
One City Square Suite 420
Warren MI-48093
Laura Wilson
586-574-4615
lwilson@cityofwarren.org

Subscription #: 5011222200069
Customer #: CITYW005
Account Manager: Cassie Damer
Inside Sales Rep: Randy G Finch
Title: A-FLEX-3 Renewal Sub951108; 10/23/2024-10/22/2025
Comments

Contract Vehicle: Michigan NASPO ValuePoint Cisco AR3227
MI# 210000001333
Start Date: 10/23/2024
End Date:

#	Part #	Description	Unit Price	Qty	Ext Price	Net Change
A-FLEX-3 Remaining Term: 12 months Billing Model: Prepaid Vendor Subscription ID: Sub951108 Auto-Renewal Term: Do Not Renew Requested Start Date: 10/23/2024						
1	A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	1	\$0.00	\$0.00
Recurring Charges						
2	A-FLEX-P-UCXN	Unity Connection Smart License (1)	\$0.00	600 Users for 12 months	\$0.00	\$0.00
3	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	600 Users for 12 months	\$0.00	\$0.00
4	A-FLEX-P-CA	Common Area Smart License (1)	\$0.00	250 Users for 12 months	\$0.00	\$0.00
5	A-FLEX-STD-CUBE	CUBE Standard Trunk Session License	\$1.76	200 Each for 12 months	\$4,224.00	\$0.00
6	A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	12000 Users for 12 months	\$0.00	\$0.00
7	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	\$0.00	1 Users for 12 months	\$0.00	\$0.00

8	A-FLEX-SME-S	Session Manager (1)	\$0.00	1 Users for 12 months	\$0.00	\$0.00
9	A-FLEX-P-ER	Emergency Responder Smart License (1)	\$0.00	1500 Users for 12 months	\$0.00	\$0.00
10	A-FLEX-P-ACC	Access Smart License (1)	\$0.00	100 Users for 12 months	\$0.00	\$0.00
11	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	600 Users for 12 months	\$0.00	\$0.00
12	A-FLEX-EAPL	EntW On-Premises Calling	\$4.72	500 Each for 12 months	\$28,320.00	\$0.00
13	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	700 Each for 12 months	\$0.00	\$0.00
14	A-FLEX-SRST-E	SRST Endpoints (1)	\$0.00	1000 Users for 12 months	\$0.00	\$0.00
15	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	600 Users for 12 months	\$0.00	\$0.00
16	A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	\$0.00	600 Users for 12 months	\$0.00	\$0.00
17	A-FLEX-P-EA	On-Premises Smart License - EA (1)	\$0.00	600 Users for 12 months	\$0.00	\$0.00
18	A-FLEX-SW-15-K9	On-Premises SW Bundle v15	\$0.00	1 Users for 12 months	\$0.00	\$0.00
19	A-SWEXPWY-15X-K9	Expressway Version 15 Restricted Software	\$0.00	1 Each for 12 months	\$0.00	\$0.00
20	A-FLEX-EXP-RMS-S	Expressway Rich Media Session included with Flex (1)	\$0.00	100 Units for 12 months	\$0.00	\$0.00
6	A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	\$0.00	0 Users for 0 months	\$0.00	\$0.00
10	A-FLEX-SW-12.5-K9	On-Premises SW Bundle v12.5 (1)	\$0.00	0 Users for 0 months	\$0.00	\$0.00

	Sub Total:	\$32,544.00	
	Grand Total:	\$32,544.00	

This quote is governed by Terms and Conditions of NASPO ValuePoint Cisco Contract AR3227 Michigan Contract Number 210000001333

Quote valid for 30 days from date shown above.

Pursuant to this contract your PO must reflect the following contract:
NASPO ValuePoint Cisco Contract AR3227 Michigan Contract Number 210000001333

Tax ID# 78-0515249; Size Business: Large; CAGE Code: 636L4; DUNS#11-436-9671

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date



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 4, 2024
Re: Cisco hardware and software maintenance

I am requesting approval to purchase hardware and software maintenance in the amount of \$124,013.57 for our Cisco equipment with the Vendor Presidio utilizing the State of Michigan Contract #MI210000001333.

If approved, the maintenance agreement will cover the period of November 1, 2024 through October 31, 2025. This maintenance contract allows for the repair or replacement of any of the Cisco hardware that the city uses. It also allows us to obtain software upgrades and support from Cisco.

Presidio has been our network vendor for many years. They were part of Netch, the company who originally set up our network infrastructure. They are very familiar with our setup and configurations. Switching vendors would incur additional unnecessary costs.

Funding will be allocated to the following city accounts:

1136-85300	Court
1258-80100	City Hall
1301-85300	Police
1336-85300	Fire
1442-85300	DPW
1540-85300	Water

1580-85300
9208-85300
9226-85300
9250-85300
9271-85300
9536-85300
9537-85300

WWTP
P&R
Sanitation
Communications
Library
Stilwell
Joseph Coach

Thank You for your assistance in this matter.

A handwritten signature in black ink, appearing to read 'Shumon Hakim', with a long horizontal flourish extending to the right.

Shumon Hakim
Information Systems Manager

RESOLUTION

Document No: STA-W-1300

Product or Service: CISCO Software and Hardware Maintenance

Requesting Department: 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 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

The I.S. Manager has determined that in the best interest of the I.S. Department, and the City, that the City continue utilizing Cisco Hardware and Software Maintenance from Presidio Networked Solutions, 48325 Alpha Drive, Suite 150, Wixom, MI 48393, utilizing the State of Michigan Cooperative Contract #MA210000001333, in the amount of \$124,013.57. The award is termed for one (1) year commencing on November 1, 2024.

IT IS RESOLVED, that the Presidio Networked Solutions is hereby accepted by City Council in an annual amount not to exceed \$124,013.57.

IT IS FURTHER RESOLVED that the award shall commence on November 1, 2024 and run through October 31, 2025.

Funds are available in the following accounts:

Court	1136-85300	\$ 6,618.40
City Hall	1258-80100	\$ 40,114.89
Police	1301-85300	\$ 4,118.14
Fire	1336-85300	\$ 19,880.92
DPW	1442-85300	\$ 3,311.08
P&R	9208-85300	\$ 9,532.91
Sanitation	9226-85300	\$ 3,137.66
Communications	9250-85300	\$ 1,461.08
Library	9271-85300	\$ 1,063.33
Water	1540-85300	\$ 7,725.89
WWTP	1580-85300	\$ 25,360.65
Stilwell Manor	9536-85300	\$ 422.16
Joseph Coach	9537-85300	\$ 1,266.46
GRAND TOTAL:		\$ 124,013.57

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

- ☐ Bid document
- ☐ Contract
- ☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

Sonja Buffa
City Clerk



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 11, 2024

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: STA-W-1338; AWARD RECOMMENDATION TO PURCHASE THREE (3) 2025 CHEVROLET EQUINOX AWD LT UTILITY VEHICLES

The Purchasing Division concurs with the Building Division and recommends that City Council approve the purchase of three (3) 2025 Chevrolet Equinox AWD LT Utility Vehicles from Todd Wenzel Chevrolet, 3156 Highland Drive, PO Box 310, Hudsonville, MI 49426, utilizing the State of Michigan Cooperative Vehicle Contract #071B7700178, in the total amount of \$86,637.00 (\$28,879.00 each).

If City Council approves this purchase, payment shall be authorized to be made immediately upon successful delivery from the awarded vendor.

The Building Division is seeking to purchase three (3) 2025 Chevrolet Equinox AWD LT Utility Vehicles, in the total amount of \$86,637.00, (\$28,879.00 each), by utilizing the State of Michigan Cooperative Vehicle Contract #071B7700178 (attached).

If approved by your honorable body, the vehicles will be used by recently-hired Building Division staff.

Funds are available in the following Account: 101-1371-98100.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		10/11/2024
Controller:		10/11/2024
MAYOR:		10/15/2024



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 **6**
to
Contract Number **071B7700178**

CONTRACTOR	TODD WENZEL CHEVROLET	STATE	Various	SW
	3156 Highland Dr. , Po Box 310			
	Hudsonville, MI 49426			
	Albert Li		Yvon Dufour	DTMB
	734-721-1144 4265		(517) 249-0455	
	ali@toddwenzel.com		dufoury@michigan.gov	
	CV0127388			

CONTRACT SUMMARY

VEHICLES - PATROL, PASSENGER, TRUCKS AND VANS

August 1, 2017	November 30, 2022	1 - 2 Year	November 30, 2024
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

DESCRIPTION OF CHANGE NOTICE

<input type="checkbox"/>	<input type="checkbox"/>	November 30, 2024
\$250,001.00	\$0.00	\$250,001.00

DESCRIPTION

Effective 11/13/2023, pricing on this contract is hereby updated, per revised Schedule D - Pricing (attached). All other terms, conditions, specifications and pricing remain the same. Per contractor proposal, and DTMB Procurement approval.



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

City of Warren Building Dept

Prepared For: Crystal Pierson

(586) 574-4504

cperson@cityofwarren.org

[Fleet] 2025 Chevrolet Equinox (1PT26) 4dr AWD LT (4)

TODD WENZEL CHEVROLET

3156 Highland Dr, PO Box 310

Hudsonville, MI 49426

State of Michigan MiDeal Contract # 071B7700178

MiDeal Spec # 0050-4WDU

City of Warren (Building Dept) Pricing

(MiDeal Pricing)

2025 Chevrolet Equinox AWD Lt Utility

SPEC 0050 - 2025 Chevrolet Equinox AWD LT Utility \$ 28,879.00

**Prices Quoted are for an Incoming MiDeal Dealer Stock Unit,
FOB Warren, MI**



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2025 Chevrolet Equinox (1PT26) 4dr AWD LT (4) (✔ Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$30,600.00
Total Options	\$0.00
Vehicle Subtotal	\$30,600.00
Destination Charge	\$1,395.00
Grand Total	\$31,995.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 23591. Data Updated: Oct 2, 2024 6:45:00 PM PDT.



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2025 Chevrolet Equinox (1PT26) 4dr AWD LT (4) (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
1PT26	2025 Chevrolet Equinox AWD 4dr LT w/2LT

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements
NTB	Emissions, Federal
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT
MGH	Transmission, 8-speed automatic
FHB	Axle, 3.47 final drive ratio
2LT	LT Preferred Equipment Group
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum
RJS	Tires, 235/65R17, all-season blackwall
GAZ	Summit White
AR9	Seats, front bucket
EKV	Black, Cloth seat trim

Options Total

This document contains Information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 23591. Data Updated: Oct 2, 2024 6:45:00 PM PDT.



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2025 Chevrolet Equinox (1PT26) 4dr AWD LT (4) (✔ Complete)

Standard Equipment

Package

Convenience Package I includes (BTV) Remote Start, (DAE) illuminated visor vanity mirrors, (KA1) driver and front passenger heated seats, (KI3) heated steering wheel and (WLM) remote express-up/-down driver and express-down all passengers

Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, (UEU) Forward Collision Alert and IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking, Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning, Front Pedestrian Braking replaced by standard Front Pedestrian and Bicyclist Braking.)

Mechanical

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)

Transmission, 8-speed automatic (STD)

Axle, 3.47 final drive ratio (AWD only.)

Fuel, gasoline, E15

Automatic Stop/Start

All-wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link

Battery, 70AH, 12V, 760 cold-cranking amps

Alternator, 130 amps

GVWR, 4850 lbs. (2200 kg) (AWD only.)

Brake, automatic vehicle hold

Brakes, 16" front sliding caliper disc, 16" rear sliding caliper disc

Brake lining wear indicator

Brake rotor, FNC

Exhaust, turned down, hidden

Mechanical jack with tools

Exterior

Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum (STD)

Tires, 235/65R17, all-season blackwall (STD)

Wheel, compact spare 17" (43.2 cm) steel

Tire, compact spare, T125/70R17, blackwall

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 2359f. Data Updated: Oct 2, 2024 6:45:00 PM PDT.



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2025 Chevrolet Equinox (1PT26) 4dr AWD LT (4) (✓ Complete)

Exterior

Shutters, front upper and lower grille, active

Headlamps, LED

IntelliBeam, automatic high beam on/off

Tail lamps, LED

Glass, deep-tinted, rear

Window, rear side, solar absorbing, privacy tinting

Mirror caps, body-color

Mirrors, outside heated power-adjustable, manual-folding

Liftgate, rear manual

Entertainment

Audio system feature, standard speaker system

Infotainment, High

SiriusXM Trial Subscription (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)

5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Wireless Apple CarPlay/Wireless Android Auto

Google Automotive Services capable

Noise control system, active noise cancellation

USB Ports, 2 type-C located on back of center console, charge only

USB Ports, 2, one type-A and one type-C data/charge, located in the front area of the center console

Interior

Seats, front bucket (STD)

Seat trim, Cloth

Seats, heated driver and front passenger

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 4-way manual

Headrest, rear center

Armrest, rear center, fold-down with 2 cupholders

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Data Version: 23591. Data Updated: Oct 2, 2024 6:45:00 PM PDT.



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2025 Chevrolet Equinox (1PT26) 4dr AWD LT (4) (✔ Complete)

Interior

Floor mats, carpeted rear

Steering wheel, 3-spoke

Steering wheel, heated, automatic

Steering column, tilt and telescoping

Speedometer, miles/kilometers

Driver Information Center 11" diagonal Driver Information Center

Display, AOS occupant sensing

11.3" diagonal advanced color LCD display with Google Built-In compatibility including navigation capability, connected apps, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones

Vehicle health management

Windows, remote express-up/-down driver and express-down all passengers

Keyless Open and Start

Remote Start

Adaptive Cruise Control

Remote panic alarm

Air conditioning, single-zone

Defogger, rear-window electric

Air filter, pollutant

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, covered

Map pocket, driver seatback

Map pocket, front passenger seatback

Cargo mat, load floor

Power outlet, cargo area auxiliary, 12-volt

Safety-Mechanical

Enhanced Automatic Emergency Braking

Intersection Automatic Emergency Braking intersection alert, braking

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag

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Data Version: 23591. Data Updated: Oct 2, 2024 6:45:00 PM PDT.



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2025 Chevrolet Equinox (1PT26) 4dr AWD LT (4) (✔ Complete)

Safety-Interior

Airbag, Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Rear Park Assist

HD Rear Vision Camera

Forward Collision Alert

Following distance indicator

Front Pedestrian and Bicyclist Braking

Rear Cross Traffic Braking

Reverse Automatic Braking

Blind Zone Steering Assist

Lane Keep Assist with Lane Departure Warning, enhanced

Side Bicyclist Alert

Occupant Presence Detection, front and rear

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

Safety Alert Seat

Seat Belt Adjustable Guide Loops

Rear Seat Reminder

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Data Version: 23591. Data Updated: Oct 2, 2024 6:45:00 PM PDT.



Todd Wenzel Buick-GMC and Chevrolet

Albert Li | (734) 713-1065 | ali@toddwenzel.com

[Fleet] 2025 Chevrolet Equinox (1PT26) 4dr AWD LT (4) (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 23591. Data Updated: Oct 2, 2024 6:45:00 PM PDT.

CITY OF WARREN
BUILDING DIVISION

INTER-OFFICE CORRESPONDENCE

DATE : October 9, 2024

TO: Craig Treppa, Purchasing Agent

Subject: PURCHASE (3) 2025 CHEVROLET EQUINOX AWD LT UTILITY VEHICLES
STATE OF MICHIGAN MIDEAL CONTRACT # 071B7700178
MIDEAL SPEC # 0050-4WDU

These vehicles will be used in conjunction with our current fleet to allow the Building Division to do inspections for the City of Warren. We have recently hired two new inspectors and currently there are not enough cars in the current fleet for the number of inspectors we have.

These vehicles will be purchased through Todd Wenzel Chevrolet 3156 Highland Dr, PO box 310 Hudsonville, MI 49426.

The vehicles will be purchases at a unit cost of \$28,879.00 each for a total cost for 3 at \$86,637.00

The funds will be allocated out of our current budget under account #1371-98100.

The vehicies will be ordered per the attached specifications and will have the appropriate stickers and GPS units.

Respectfully,

A handwritten signature in black ink, appearing to read "Kirk Rehn", with a long horizontal line extending to the right.

Kirk Rehn
Building Official

RESOLUTION

Document Number: STA-W-1338

Product or Service: Three (3) 2025 Chevrolet Equinox Vehicles

Requesting Department: Building Division

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember

_____ and supported by Councilmember_____.

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

Upon performing a diligent inquiry, the Building Division has determined that is it necessary in the interest of the City, to acquire three (3) 2025 Chevrolet Equinox AWD LT utility vehicles from Todd Wenzel Chevrolet, 3156 Highland Drive, PO Box 310, Hudsonville, MI 49426, utilizing the State of Michigan Cooperative Contract #071B7700178 in the total amount of \$86,637.00 (\$28,879.00 each).

Funds are available in account number: 101-1371-98100.

IT IS RESOLVED, that the cooperative purchase though Todd Wenzel Chevrolet is hereby accepted by City Council in a total amount of \$86,637.00 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)
COUNTY OF MACOMB)) SS.

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 9, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: STA-W-1366; RECOMMENDATION TO AWARD THE PURCHASE OF TWELVE (12) 2025 FORD UTILITY INTERCEPTOR POLICE VEHICLES THROUGH THE STATE OF MICHIGAN VEHICLE CONTRACT #071B7700181

The Purchasing Division concurs with the Police Department and recommends that City Council award the purchase of twelve (12) Police Vehicles from Gorno Ford, 22025 Allen Road, Woodhaven, MI 48183, in the total amount of \$618,336.00 (\$51,528.00 each).

If the City Council approves these purchases, payment shall be authorized to be made within 10 days of successful delivery from the vendor.

If approved by your honorable body, the Police Department will be purchasing a total of twelve (12) patrol/traffic vehicles from Gorno Ford in a total amount of \$618,336.00, utilizing the State of Michigan Contract #071B7700181 (see attached).

In an effort to remain fiscally responsible and to continue operational effectiveness, the Police Department rotates its older, higher mileage vehicles out of its fleet and places new vehicles in the bureaus and divisions, as needed.

Please see the attached quote from Gorno Ford and the correspondence from the Police Department.

Funds are available for this purchase from the 2024 Capital Equipment Bonds: 402-9402-97400.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		10/11/2024
Controller:		10/11/2024
MAYOR:		10/15/2024



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 **9**
to
Contract Number **071B7700181**

CONTRACTOR	GORNO FORD INC	STATE	Various	SW
	22025 Allen Road			
	Woodhaven, MI 48183			
	Jim Agney		Yvon Dufour	DTMB
	734-671-4033		(517) 249-0455	
	jagney@gornoford.com		dufoury@michigan.gov	
	CV0019327			

CONTRACT SUMMARY			
VEHICLES - PATROL, PASSENGER, TRUCKS AND VANS			
August 1, 2017	November 30, 2022	1 - 2 Year	November 30, 2024
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
DESCRIPTION OF CHANGE NOTICE			
<input type="checkbox"/>	<input type="checkbox"/>	November 30, 2024	
\$749,001.00	\$249,000.00	\$998,001.00	
DESCRIPTION			
Effective 10/17/2023, this contract is hereby increased by \$249,000.00. All other terms, conditions, specifications and pricing remain the same. Per agency request, and DTMB Procurement approval.			

MICHIGAN CONTRACT HOLDER

Robert K. Alderman

Gorno Ford

Bus: 734-671-4017

ralderman@gornoford.com

WARREN POLICE DEPT
29900 CIVIC CENTER DRIVE
WARREN, MI 48093
586-574-4768
mptaszek@warrenpd.org

ATT: SGT MARK PTASZEK

4-1-24

2025 FORD UTILITY INTERCEPTOR AWD, CONTRACT# 071B7700181

3.0L ECOBOOST ENGINE

10 SPD AUTO TRANS

AGATE BLACK

CLOTH BUCKET FRONT / VINYL REAR SEATING

POWER WINDOWS / LOCKS

PRE-DRILLED HOLES IN FRONT HEADLAMP HOUSING

CLASS III HITCH

BLISS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT

ENGINE IDLE

REVERSES SENSING

DAYTIME RUNNING LIGHTS

POWER HEATED SIDE MIRRORS

DARK CAR FEATURE

REAR AUX AIR

FIXED PEDALS

REAR WINDOW DEFROST

CARGO DOME RED/WHITE

CRUISE

POLICE PERIMETER ALERT

100 WATT SIREN / SPEAKER PREP KIT

KEYLESS ENTRY 4 FOBS

DUAL LED SPOTLIGHTS

KEYCODE 1284X

RR DOOR LCKS / HANDLES INOP

GLOBAL LOCK

7 YEAR, 100,000 MILE PREMIUM CARE WARRANTY

DELIVERED TO WARREN, MI \$ 51,528.00

X 12 VEHICLES \$618,336.00

Sgt. Mark Ptaszek #501



WARREN POLICE DEPARTMENT
29900 CIVIC CENTER BLVD
WARREN, MI 48093
(586) 574-4700
FAX (586) 574-4861
www.cityofwarren.org

October 8, 2024

Mr. Craig Treppa, Purchasing Agent, City of Warren

RE: Request for Vehicle Purchase Utilizing General Obligation Bond Account

Dear Mr. Treppa:

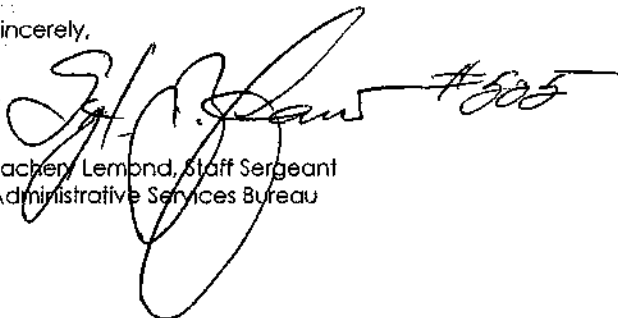
The Police Department regularly requests appropriation of funds in our yearly budget to supplement the unmarked investigative and patrol fleet vehicles. Contingent upon bond approval, the department will have funds to purchase the below listed vehicles by utilizing **\$618,336.00** from our general obligation bond account. In an effort to remain fiscally responsible and continue our operational effectiveness, we will rotate the older, high-mileage vehicles out of the fleet and place the new ones into the bureaus and divisions as needed. We intend to purchase twelve (12) vehicles. Listed below is a breakdown of the vehicles to be purchased:

<u>Quantity</u>	<u>Vehicle</u>	<u>Unit Cost</u>	<u>Total Cost</u>
12	2025 Ford Utility Interceptor Patrol/Traffic Vehicle	<u>\$51,528.00 per unit</u> State of Michigan #071B7700181 Purchased at Gomo Ford 22025 Allen Road Woodhaven, MI 48183	<u>\$618,336.00</u>

The vehicle pricing comes from the State of Michigan pricing bid referenced above.

Thank you in advance for your assistance. If you have any questions, please contact me at 586-574-4768.

Sincerely,


Zachery Lemond, Staff Sergeant
Administrative Services Bureau

RESOLUTION

Document No: STA-W-1366
Product or Service: Police Vehicles
Requesting Department: Police Department

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

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

Upon performing a diligent inquiry, the Acting Commissioner of the Police Department has determined that it is necessary in the interest of the Police Department, and the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The Police Department recommends awarding the purchase of twelve (12) vehicles from Gorno Ford, 22025 Allen Road, Woodhaven, MI 48183 in the total amount of \$618,336.00, utilizing the State of Michigan Contract #071B7700181.

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

Funds are available for this purchase from the 2024 Capital Equipment Bonds: 402-9402-97400.

IT IS RESOLVED, that the cooperative purchases through Gorno Ford, in the total amount of \$618,336.00 (\$51,528.00 each) is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that City Council authorizes payment to be made to the awarded vendor within ten (10) days of 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 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

(586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: OCTOBER 11, 2024

TO: MINDY MOORE, WARREN CITY COUNCIL

SUBJECT: STA-W-1368: AWARD RECOMMENDATION TO AUCTION CITY VEHICLES AND EQUIPMENT UTILIZING THE STATE OF MICHIGAN CONTRACT #190000001033.

The Purchasing Department concurs with the Department of Public Works (DPW) and recommends that City Council authorize the Auctioning Service of Chuck Cryderman & Associates, LLC., 73600 Church Street, Armada, MI 48005, through the State of Michigan Contract # 190000001033.

Each year, the City of Warren auctions its decommissioned City vehicles and equipment. The City is recommending the use of Chuck Cryderman & Associates to conduct the auction this year, which will include marketing and conducting the actual auction. They handle the process, from start to finish, and help to streamline the entire process for the City. The City has used Chuck Cryderman & Associates for many years and has been pleased with their services.

A preliminary list of vehicles for auction is attached for your review. There are thirty-nine (39) City vehicles, with eleven (11) of them being Police vehicles. The City has tentative plans to have the vehicles available for inspection at the DPW parking lot on November 9, 2024 with the on-line auction being conducted on the same day.

There will be no fees charged to the City of Warren. All fees will be charged to the winning buyer of each vehicle/equipment. The current fees will be 4% of Gross Sales for vehicles and 10% of Gross Sales for non-vehicle items being auctioned. There will be an additional 3% fee (buyer's premium) for all credit card transactions.

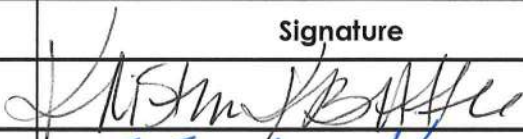


There are several de-commissioned Police vehicles that will be sold at auction, that were originally purchased utilizing drug forfeiture funds. State and Federal Forfeiture Programs mandate that all tangible property, including vehicles, purchased with forfeiture funds are to be used for Law Enforcement Purposes only. Once a vehicle is purchased with forfeiture funds (Local 82215, Justice 82214 or Treasury 82212), and is slated for auction, that any proceeds from the auction of said vehicles will be returned to the proper forfeiture account.

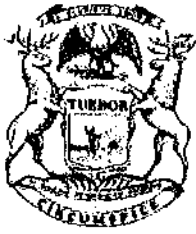
The City will pay a fair-market value for any Police vehicles (quantity of eight (8)) that are being re-commissioned to a non-law enforcement City department with the proceeds being deposited into the appropriate forfeiture fund. The vehicle will then be transferred to the non-law enforcement department for use in its fleet.

Respectfully Submitted,



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
BUDGET DIRECTOR:		10/11/2024
CONTROLLER:		10/11/2024
MAYOR:		10/15/2024



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3 - Revised**
to
Contract Number **MA190000001033**

CONTRACTOR	CHUCK CRYDERMAN AND ASSOCIATES LLC
	73600 Church St.
	Armada MI 48005
	Charles Cryderman
	586-784-8890
	charlespcryderman@yahoo.com
	CV0045535

STATE	Program Manager	Various	Various
	Contract Administrator	Susan Watt-Smith	DTMB
517-230-0535			
wattsmiths@michigan.gov			

CONTRACT SUMMARY

Live Auctioneering Services

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 31, 2019	July 30, 2022	2 - 12 Months	July 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	3 Months	October 28, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$196,001.78	\$0.00	\$196,001.78		

DESCRIPTION

Effective July 31, 2024, this contract is extended 90 days using transition language per Section 24 Transition Responsibilities of the Contract Terms. The revised contract expiration date is October 28, 2024.

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

STATE OF MICHIGAN

Contract No. 190000001033
Live-Auction Services

SCHEDULE B PRICING

- Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).

***Commission is to be paid by the highest bidder based on gross sale of purchase, also known as Buyer's Premium of Gross Sales.**

2. Live Auction Services Pricing

Agency/ Auction Type	Estimated Annual Sales	*Buyer's Premium % (cash or check purchase)	*Buyer's Premium % (credit card purchases include additional 3% fee)	
DTMB Vehicle Auction	To be determined	4%	7%*	
DTMB Miscellaneous State Property	To be determined	10%	13%*	
Treasury Unclaimed Property	\$300,000.00	10%	13%*	
TOTAL ANNUAL PRICE – estimated and contractor to be paid through Buyer's Premiums.				\$65,333.92
TOTAL THREE-YEAR PRICE – estimated and contractor to be paid through Buyer's Premiums.				\$196,001.78

***Commission is to be paid by the highest bidder based on gross sale of purchase, also known as Buyer's Premium of Gross Sales.**

POLICE VEHICLES RECOMMISSIONED TO CITY DEPARTMENTS 2024

[illegible]

CITY OF WARREN VEHICLE AUCTION LIST - 2024

Lot #	#	Year	Make	Model	VIN	Color	Mileage	Comments	Dept
1	X974	2005	American Lincoln	Floor Sweeper	754293	Blue	N/A	Old, Sweeper Inop	Water
2	X219	2011	Ford	Crown Vic	2FABP7BV8BX182465	Black	118,102	Old	Assessing
3	X357	2002	Sterling Salt TRK	L8500	2FZA0WAK12AJ72889	Yellow		Old, Rusted Out	DPW
4	X245	2009	Ford	Fusion	3FAHP07159R171830	Black	88,183	Old, Radiator	Library
5	X333	2010	Ford	Crown Vic	2FABP7BB6AX129777	Black	Unknown	Old	DPW
6	X353	2005	Ford	500	1FAHP24115G188528	Grey	113,465	Old	Rental
7	X557	2006	Chevy	H1500	1GCFH15T661150306	White	132,936	Old	Engineering
8	X095	2011	Ford	Crown Vic	2FABP7BV5BX180592	Black	50,833	Old	Police
9	X524	2010	Ford	Crown Vic	2FABP7BV4AX129776	Black	94,462	Old, Gas Tank	GDBG
10	XTR64	2001	Wanco	Arrow Board	5F11S101211000587	Orange	N/A	Inoperative	Water
11	X351	2014	Chevy	Caprice	6G3NS5U29EL935034	Black	127,982	Exhaust, steering	Prop Main
12	X082	2012	Chrysler	200	1C3CCBAB3CN321901	Black	52,023	Accident	Police
13	X224	2014	Chevy	Caprice	6G3NS5U26EL952275	Black	48,442	Old	Building
14	X044	2014	Chevy	Caprice	6G3NS5U23EL952296	Black	46,162	Old	Police
15	X074	2009	Ford	Fusion	3FAHP07149R219835	Silver	55,478	Old	Police
16	X118	2006	Ford	Fusion	1FAHP53236A138584	Black	56,322	Old	Police
17	X061	2008	Pontiac	Torrent	2CKDL33F286301861	Silver	108,425	Old	Police
18	X952	2005	Chevy	Tahoe	1GNEC13Z55R257520	Whitw	190,638	Engine	Water
19	X3056	2000	Exmark Mower	L222LKA604	231062	Red	N/A	Old, ???	DPW
20	None		Scag Mower	STC52A-23KA	7670365	Red	N/A	Many Issues	BLD MNT
21	X505	2014	Chevy	Caprice	6G3NS5U23EL935000	Black	125,426	Old	Planning
22	X703	2003	Dodge	Ram 2500	3D7KU26D73G800190	Red	70,446	Old	P&R
24	X757	1981	Ford Tractor	8100	C665233	Blue	N/A	Engine	P&R
25	X217	2007	Pontiac	Grand Prix	2G2WVP552471125907	Black	47,829	Old	Assessing
26	X165	2018	Ford	Explorer	1FM5K8AT3JGA44070	Black	102,400	Accident	Police
27	X939	2012	GMC	G3500	1GD372BG4C1128301	White	81,144	Old	Water
28	X055	2009	Dodge	Avenger	1B3LC4GD09N570376	Grey	54,505	Old	Police
29	X525	2009	GMC	Envoy	1GKDT33S692105588	Black	149,262	Old	DPMI
30	X959	2006	Ford	F150	1FTRF12296NB48816	Red	108,815	Frame Rusted	Water/Fire
31	X029	2021	Ford	Explorer	1FM5K8ABXMGCC31902	Black	53,000	Accident	Police
32	X009	2022	Chevy	Tahoe	1GNSKLED6MR444718	Black	73,000	Accident	Police

CITY OF WARREN VEHICLE AUCTION LIST - 2024

Lot #	#	Year	Make	Model	VIN	Color	Mileage	Comments	Dept
33	XS1	2023	Ford	Explorer	1FM5K8AC4PGA20109	Black	26,000	Accident	Police
34	X383	1994	GMC	C/K 3500	1GDUK34F9RE537041	Yellow	136,334	Old	DPW
35	X318	2009	Chevy	Tahoe	1GNEC03079R151541	White	137,899	Old, Fuel Leak	DPW
36	X730	2009	Chevy	Silverado 3500	1GCHK79K89E148262	Yellow	95,503	Old, worn out	P&R
37	X321	2001	GMC	G3500	1GTHG39U241208211	Blue	114,511	Old, worn out	P&R
38	X560	2006	Chevy	Trailblazer	1GNDT13S262175334	White	143,854	Old	Engineering
39	XT36	2005	Sullair	ISO 9001	4151379	Green	N/A	Old (air comp)	Water
40									
41									
42									
43									
44									
45									
46									
47									
48									

Date: October 11, 2024

To: Craig Treppa, Purchaser, Controller's Office

From: Russel Galorneau, Associate Manager, DPW Fleet Maintenance

The Department of Public Works Fleet Maintenance division would like to conduct an online auction of decommissioned vehicles and shop equipment this fall. The date of the online auction would be November 9, 2024. All the vehicles will be staged in the DPW parking lot for inspection prior to the auction. The auction will be entirely online on November 9, 2024. Fleet Maintenance recommends using the State of Michigan contract #190000001033, which has been awarded to Chuck Cryderman & Associates, LLC. Chuck Cryderman & Associates have performed the auctions for the City of Warren the past five years.

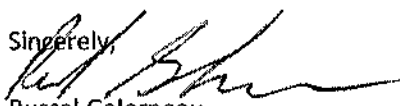
There are several vehicles which have been decommissioned from the police department that have been originally purchased with drug forfeiture dollars. State and Federal Forfeiture Programs mandate all tangible property, including vehicles, purchased with forfeiture funds are for LAW ENFORCEMENT PURPOSES ONLY. We have determined that once a police vehicle (purchased with forfeiture funds Local 82215, Justice 82214 or Treasury 82212) is slated for auction that any proceeds from the auction on those vehicles be returned to the proper forfeiture account. Any vehicles that may be of use to a non-law enforcement City department - the City will pay a fair market value for the vehicle, the proceeds deposited into the appropriate forfeiture fund, and then the vehicle may be transferred to the non-law enforcement department for use in their fleet.

Attached is a list of decommissioned police vehicles that were purchased with forfeiture dollars that we would like to transfer to different city departments. We have determined a fair market value of these vehicles by using resources obtained from vehicle appraisal websites and would like to pay for these vehicles from proceeds of the general auction into the proper forfeiture accounts.

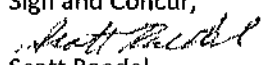
Chuck Cryderman & Associates will market and conduct the auction from start to finish. There will be no fees charged to the City of Warren, all fees will be charged to the buyers of the auction vehicles or equipment.

I have attached a preliminary list of auction vehicles for review, items may be added or removed from the auction list up to the date of the auction.

Sincerely,


Russel Galorneau
Associate Manager
DPW Fleet Maintenance

Sign and Concur,


Scott Raedel
Superintendent
Division of Public Works

RESOLUTION

Document No: STA-W-1368

Product or Service: Auction of City-Owned and De-Commissioned Police Vehicles

Requesting Department: 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, 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 DPW Superintendent has determined that it is necessary in the interests of the City, to sell its de-commissioned City-owned vehicles via an auction through the services of Chuck Cryderman & Associates, LLC, 73600 Church Street, Armada, MI 48005, utilizing the State of Michigan MiDeal Contract (State Bid # 190000001033).

Chuck Cryderman & Associates, LLC, 73600 Church Street, Armada, MI 48005 has been selected to conduct on-line auction services for the City's de-commissioned vehicles and equipment. The auction is tentatively scheduled for November 9, 2024. There are currently thirty-nine (39) City vehicles, eleven (11), of which are Police vehicles. There are also eight (8) Police vehicles that will be re-commissioned to City Departments.

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

There will be no fees charged to the City of Warren. All fees will be charged to the winning buyer of each vehicle/equipment. The current fees will be 4% of Gross Sales for

vehicles and 10% of Gross Sales for non-vehicle items being auctioned. There will be an additional 3% fee (buyer's premium) for all credit card transactions.

IT IS RESOLVED, that the cooperative purchase from Chuck Cryderman & Associates, LLC, through the State of Michigan contract, is hereby accepted by City Council.

There are several de-commissioned Police vehicles that will be sold at auction, that were originally purchased utilizing drug forfeiture funds. State and Federal Forfeiture Programs mandate that all tangible property, including vehicles, purchased with forfeiture funds are to be used for Law Enforcement Purposes only. Once a vehicle is purchased with forfeiture funds (Local 82215, Justice 82214 or Treasury 82212), and is slated for auction, that any proceeds from the auction of said vehicles will be returned to the proper forfeiture account.

The City will pay a fair-market value for any Police vehicles (quantity of eight (8)) that are being re-commissioned to a non-law enforcement City department with the proceeds being deposited into the appropriate forfeiture fund. The vehicle will then be transferred to the non-law enforcement department for use in its fleet.

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

- ☒ Cooperative Bid Document
- ☐ Contract
- ☐ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

Sonja Buffa
City Clerk



COMMUNITY DEVELOPMENT

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

October 11, 2024

Mindy Moore, Council Secretary

RE: Proposed Resolution Authorizing an Agreement between the City of Warren and
Turning Point Macomb

As part of the 2024-2025 CDBG Program Year Budget, funds in the amount of \$15,000 have been allocated to provide shelter for victims of domestic violence, sexual assault, or homelessness whose last known permanent residence was in the City of Warren. The City desires to enter into an agreement with Turning Point to provide such services to eligible individuals.

Funding in the total amount of \$15,000 is available in the Shelter for the Homeless Line-Item Number 273-9850-80158 to approve the agreement between the City of Warren and Turning Point.

Attached for consideration by Council you will find a copy of the proposed agreement with Turning Point, which has been reviewed and approved by the City Attorney's Office. Please submit to Council for consideration at its October 22, 2024 meeting. The appropriate resolution authorizing execution of the agreement for these services is also attached. If you have any questions regarding this matter, please contact Community Development at (586) 574-4686.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Bommarito", written in a cursive style.

Tom Bommarito
Community Development Director

Read and Concur:

A handwritten signature in blue ink, appearing to read "Lori M. Stone", written in a cursive style.

Lori M. Stone
Mayor

Read and Approved as to Form:

A handwritten signature in blue ink, appearing to read "Joseph Dine", written in a cursive style.

City Attorney's Office

**RESOLUTION TO APPROVE
AGREEMENT BETWEEN THE CITY OF WARREN
AND TURNING POINT FOR SHELTER SERVICES**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on October 22, 2024 at 7:00 p.m. Eastern Time from the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and resolutions were offered by Councilmember _____ and supported by Councilmember _____:

The City is the recipient of Community Development Block Grant Funds under Title I of the Housing and Community Development Act of 1974, as amended.

Council approved the allocation of \$15,000 to provide shelter and support services ("Program Assistance") for victims of domestic violence, sexual assault or homelessness whose last known permanent residence was located in the City of Warren ("Program Recipients").

Turning Point Macomb is a private non-profit organization that provides these services.

The Mayor and the Community Development staff recommend that the City enter into an agreement with Turning Point Macomb to provide Program Assistance to eligible Program Recipients.

Sufficient funding to enter into this Agreement is available in the Emergency Shelter Line Item No. 273-9850-80158.

THEREFORE, IT IS RESOLVED, that the Mayor and City Clerk are authorized to execute an agreement for the period of October 1, 2024 through September 30, 2025 with Turning Point Macomb to provide Program Assistance up to the total amount of \$15,000,

for the 2024/2025 CDBG program year, on terms consistent with the attached agreement and in such form approved by the City Attorney.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED THIS 22nd day of October, 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 October 22, 2024.

SONJA BUFFA
City Clerk

**AGREEMENT BETWEEN TURNING POINT MACOMB FOR SHELTER SERVICES
AND THE CITY OF WARREN FOR 2024/2025 PROGRAM YEAR**

This Agreement is made this _____ day of _____ 2024 between the City of Warren (CITY), a Michigan Municipal Corporation, whose address is One City Square, Suite 210, Warren, Michigan 48093, and Turning Point Macomb (TURNING POINT), a Michigan non-profit corporation whose address is P.O. Box 1123, Mt. Clemens, Michigan 48046 with a registered office at 158 S. Main, Mt. Clemens, MI 48043.

The parties stipulate as follows:

1. The CITY is the grant recipient of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974, as amended ("Program Funds"). Federal Award Identification Number B24MC260016 awarded on September 10, 2024, CFDA Number 14.218.
2. TURNING POINT (Unique Entity ID GLS4TQE71JJ3) is a private non-profit organization that provides counseling, advocacy, support groups, shelter, prevention education and other services ("Program Assistance") to women and children who are victims of domestic violence, sexual assault and homelessness.
3. The CITY has appropriated, \$15,000.00, a portion of the Program Funds to provide Program Assistance to women and children who are victims of domestic violence, sexual assault or homelessness and whose last known permanent residence was located in the City of Warren, Michigan.
4. TURNING POINT desires to use Program Funds to provide Program Assistance to women and children who are victims of domestic violence, sexual assault or homelessness whose last known permanent residence was located in the City of Warren, Michigan.
5. The CITY believes this is a desired public purpose.
6. This Contract is considered a sub-award and will not be used for research and development. There will be no reimbursement for indirect costs related to this award.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties, the CITY and TURNING POINT agree as follows:

SECTION 1. SCOPE OF SERVICES.

1. TURNING POINT shall provide Program Assistance to women and children who are victims of domestic violence, sexual assault and homelessness whose last known permanent residence was located in the City of Warren, Michigan ("Program Recipients"), subject to the terms of this agreement.
2. TURNING POINT shall interview each Program Recipient prior to the provision of service and complete an *Affidavit of Eligibility*, attached as Exhibit A, that includes information on the Program Recipient as follows:
 - (a) Municipality Where Last Permanent Residence Was Located

- (b) Female Head of Household Status
- (c) Race
- (d) Ethnicity
- (e) Age

The *Affidavit of Eligibility* must be signed by the TURNING POINT representative who interviews the Program Recipient. It must be maintained on file in the TURNING POINT Offices, and kept confidential.

- 3. It is understood that direct Program Assistance is only available to women and children, however, TURNING POINT shall not otherwise discriminate in the provision of services regardless of race, religion, color, national origin, marital status, age, handicap/disability, familial status, height or weight.
- 4. At the request of the CITY, TURNING POINT shall provide Program Assistance to a qualified individual referred by the CITY.
- 5. TURNING POINT will maintain active status in the System for Award Management (SAM).

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be from October 1, 2024 until the earlier of exhaustion of the contract amount or to September 30, 2025, unless terminated sooner in accordance with this agreement.

SECTION 3. PERSONNEL.

- 1. TURNING POINT shall provide, at its own expense, all personnel and materials necessary to perform all work and services required under this Agreement.
- 2. TURNING POINT shall take reasonable precautions in the selection of individuals performing services under this Agreement to ensure their honesty, courtesy, ability and fitness. TURNING POINT shall ensure that no solicitations are made to any person by any of its personnel whether volunteer or employee.
- 3. Any employee of the CITY may not be hired by TURNING POINT to perform services under this Agreement. A CITY employee may perform services as a volunteer, however, such services shall be performed on behalf of TURNING POINT and not the CITY. No person shall be considered an employee or independent contractor of the CITY while performing services on behalf of TURNING POINT under this Agreement.
- 4. All of the services required under this Agreement will be performed by TURNING POINT under its supervision, and all personnel engaged in the work shall be fully certified, qualified and permitted under the State and local law to perform such services.

SECTION 4. ASSIGNMENTS AND SUBCONTRACTS. TURNING POINT may not assign or subcontract any part of the work to be performed under this Agreement without the prior knowledge and written consent of the CITY. Any assignments shall be mutually agreed upon by TURNING POINT and the CITY, and the assignee will be required to execute an assumption agreement with the CITY. Such assumption agreement must be approved by City Council for the City of Warren to be valid. Even if any of the work is assigned or subcontracted, TURNING POINT shall not be relieved from its responsibility to perform under this Agreement.

SECTION 5. COMPENSATION.

1. TURNING POINT will be reimbursed for each night of shelter provided to individual Program Recipients at local hotels/ motels at the rate of \$84.99 per night up to the maximum Contract Amount. TURNING POINT shall submit quarterly invoices to the CITY. The invoices shall indicate the number of nights, by date, of shelter provided for which reimbursement is requested. The invoices shall be accompanied by completed *Quarterly Reports* attached hereto as Exhibit B that will contain summary statistical information on the persons assisted. Invoices and the required reports shall be submitted within twenty (20) days after each quarter ending December 31, March 31, June 30, and September 30.
2. During the term of this Agreement, the total compensation and reimbursement to be paid by the CITY shall not exceed the maximum of \$15,000.00 (Contract Amount).
3. Any income received by TURNING POINT from a Program Recipient for services rendered under the terms of this Agreement shall be considered Program Income. Any Program Income received shall be deducted, in the same period it is received, from the invoices submitted to the CITY. All unaccounted Program Income remaining after termination or expiration of this Agreement shall be transferred to the CITY.

SECTION 6. INSURANCE.

TURNING POINT shall procure, at its own expense, and keep effective during the term of this Agreement, the insurance specified below, from an insurance company authorized to do business in the State of Michigan and reasonably acceptable to the CITY. The type and amount of insurance required is as follows:

1. Workers Compensation & Employers Liability Insurance in the statutory amounts required by the State of Michigan for all laborers and employees.
2. Comprehensive General Liability Insurance

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$50,000
Medical Expense-Any one person	\$5,000
3. Comprehensive Motor Vehicle Liability
\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

The City shall be named as an additional insured on said Comprehensive General and Motor Vehicle Liability Insurance and stated on certificate as follows: "The City of Warren, City of Warren Municipal Building Authority, City of Warren Downtown Development Authority, and the 37th District Court, all elected, appointed officials, employees and volunteers as individuals acting within the scope of their authority, as an additional insured."

Certificates of Insurance (or applicable renewal certificates) for the required coverage issued in the name of TURNING POINT shall be delivered to the CITY c/o the Community Development Program, One City Square, Suite 210, Warren, Michigan 48093. These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with the requirements of this section. All insurance policies and certificates must include a waiver of subrogation, and include a provision providing thirty (30) days prior

written notice to the CITY of cancellation, material change or reduction of coverage. The insurance limits shall in no way limit TURNING POINT'S obligation to provide indemnification for damages or injuries in excess of such coverage.

SECTION 7. TERMINATION FOR CAUSE. If, for any cause, TURNING POINT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the provisions of this Agreement, the CITY shall have the right to terminate this Agreement by giving notice to TURNING POINT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination.

Upon termination, TURNING POINT shall not be relieved of liability to the other party for any damages sustained by virtue of any breach of the Agreement. TURNING POINT shall only be entitled to payment for actual reimbursement amounts incurred up to the termination, however, the CITY may withhold payments to TURNING POINT for the purpose of set off until such time as the exact amount of damages due the CITY from TURNING POINT is determined. Turning Point shall not commit to any obligations or incur any new expenses after receipt of the termination notice.

SECTION 8. TERMINATION FOR CONVENIENCE OR LOSS OF FUNDING. The CITY may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice in writing to TURNING POINT. The CITY may also terminate this Agreement in the event any existing or future agreement between the CITY and the Department of Housing and Urban Development (HUD) no longer permits the expenditure of federal funds for this project. The CITY may terminate this Agreement immediately if the grant funding from HUD is terminated (loss of funding).

If the Agreement is terminated for convenience or due to loss of funding, TURNING POINT will be reimbursed for the services provided and expenses incurred up to the termination, less any amounts that may be withheld for any liability or unfulfilled obligation owed to the CITY. No new services or expenses shall be incurred, requisitioned or otherwise committed after the notice of termination. If this Agreement is terminated due to the fault of TURNING POINT, Section 7 shall apply.

SECTION 9. CONFIDENTIALITY AND RETURN OF DOCUMENTS. Upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, surveys and reports prepared by TURNING POINT shall be transferred to the CITY. In addition, all reports and information prepared or used under this Agreement are confidential and shall not be made available to any individual, group or organization without the prior written approval of the CITY. These requirements shall survive termination.

SECTION 10. CHANGES. Any changes in services to be performed hereunder, including any increase or decrease in the amount of compensation, shall be mutually agreed upon by TURNING POINT and the CITY, and shall be incorporated into written amendments approved by the Warren City Council for the City of Warren.

SECTION 11. INDEPENDENT CONTRACTOR. While carrying out the terms of this Agreement, TURNING POINT is an independent contractor and not an officer, employee or agent of the CITY. TURNING POINT nor any of its officers, employees, or agents shall not at any time or in any manner represent that it or any of its members, agents or employees are agents or employees of the CITY. In addition, TURNING POINT and not the City of Warren shall be responsible for the acts or omissions of its members and employees.

Any involvement by the City of Warren in the implementation and/or administration of this Agreement is for the sole purpose of ensuring compliance with HUD and Community Development Program goals and

procedures, and shall not give rise to any employment, agency or contractual relationship with any person providing or receiving Program Assistance under this Agreement.

SECTION 12. INDEMNITY. TURNING POINT shall indemnify and hold harmless the City of Warren, and its officers, employees, commissions, boards and agents from any and all liability, claims, suits, demands or judgments for any property damage, personal injury or death arising out of or related to the performance of work under this Agreement, or from the violation by TURNING POINT or any of its members, employees, or agents of any law, ordinance or regulation. TURNING POINT shall also hold the CITY harmless from and for any employment claim arising from or related to work performed under this Agreement, including, but not limited to claims related to workers' compensation, insurance rights or liabilities, pension rights or liabilities or employment compensation. TURNING POINT will not be liable for any claim arising from the CITY'S sole gross negligence. The indemnification obligations shall survive termination.

SECTION 13. NOTICES. All invoices or notices under this Agreement shall be made by personal delivery or by first class mail, addressed to the CITY as follows:

Office of Community Development
City of Warren
One City Square, Suite 210
Warren, MI 48093

and to TURNING POINT as follows:

Turning Point
P.O. Box 1123
Mt. Clemens, Michigan 48046

SECTION 14. COMPLIANCE WITH LAWS. TURNING POINT shall comply with all applicable laws, ordinances and codes of the federal, state and local government at all times when carrying out the terms of this Agreement including but not limited to maintaining an active registration status with the System for Award Management (SAM).

SECTION 15. HEADINGS AND SEVERABILITY. The headings of the sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of the Agreement or in any way affect same. If any section or provision of this Agreement shall be found invalid, that provision shall be severable, and the remainder shall have force and effect.

SECTION 16. REPORTS AND INFORMATION.

1. TURNING POINT shall maintain written records that document the number of nights of shelter provided through the expenditure of the Program Funds. In addition, these records shall indicate the amount of Program Income TURNING POINT received, if any, from the Program Recipient. These records shall be made available to the CITY and/or to representatives of the U.S. Department of Housing and Urban Development.
2. TURNING POINT shall submit, within thirty (30) days of the end of the CITY'S program year (June 30), a completed *Annual Report* attached hereto as Exhibit C.

SECTION 17. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS.

TURNING POINT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records

as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and Non-Federal shares. TURNING POINT shall allow the CITY or any authorized representative thereof, to inspect or audit these records, at any time upon request. TURNING POINT shall retain the records for five (5) years after the expiration of this Agreement, unless permission to destroy them sooner is granted by the CITY. Financial management systems standards of TURNING POINT shall be in compliance 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and such other regulations as may be applicable to budgeting, use and reporting of federal funds.

SECTION 18. NONDISCRIMINATION. During the performance of this Agreement, TURNING POINT agrees as follows:

1. TURNING POINT and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement. TURNING POINT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the particular job.

Such action shall include, but not be limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. TURNING POINT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. TURNING POINT shall, in all solicitation or advertisements for employees placed by or on behalf of TURNING POINT, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, marital status, age, handicap/disability, familial status, height, and weight.
3. TURNING POINT will cause the forgoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the above provisions shall not apply to contracts for standard commercial supplies or raw materials.

SECTION 19. CONFLICT OF INTEREST - LOBBYING. TURNING POINT covenants that no officer, member or employee presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Activities of this Agreement. TURNING POINT further warrants it shall not and has not employed any person to solicit or secure this Agreement with the CITY upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the CITY may, at its option, terminate this Agreement without penalty, liability, or obligation, or may, at its election, deduct from any amounts owed to TURNING POINT, the amount of any such commission, percentage, brokerage, or contingent fee.

SECTION 20. PATENTS AND COPYRIGHTS. The Federal Government and the City of Warren shall retain rights in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by

Non-profit Organizations and Small Business Firms Under Government Grant, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

The U. S. Department of Housing and Urban Development and the City of Warren reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or Local Government purposes: (1) The copyright in any work developed under this contract; and (2) Any rights of copyright to which the contractor purchases ownership through this contract.

SECTION 21. HEADINGS AND SEVERABILITY. The headings of the sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of the Agreement or in any way affect same. If any section or provision of this Agreement shall be found invalid, that provision shall be separable, and remainder shall have force and effect.

SECTION 22. GOVERNING LAW. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of Michigan, and in any court having jurisdiction over the property which is located in or whose district includes Macomb County, Michigan.

SECTION 23: APPENDIX A OF TITLE VI PLAN. During the performance of this Agreement, TURNING POINT agrees as follows:

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

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

C. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

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

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

SIGNATURES

Signed in the presence of:

CITY OF WARREN:

By: _____

Lori M. Stone, Mayor

Date: _____

By: _____

Sonja Buffa, City Clerk

Date: _____

TURNING POINT:

By: _____

Date: _____



CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

October 22, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

Re: Proposed Resolution Approving Application with County of Macomb for Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2024 Local Solicitation; and Authorizing Mayor and Clerk to Execute Memorandum of Understanding

Dear Council Secretary Moore:

The City of Warren Police Department and County of Macomb jointly filed for grant funds available under the U. S. Department of Justice FY 2024 Edward Byrne Justice Assistance Grant (JAG) Program. If approved, the aggregate grant award will be \$70,542.00, of which, \$51,169.95 will be allocated to the City of Warren and \$19,285.55 to the County of Macomb.

The Warren Police Department intends to apply the grant funds to the purchase of two new K-9s and related equipment and accessories, and to road safety equipment such as reflective barricades and LIED road flare kits. The County of Macomb will allocate its grant funds toward the purchase of a new trailer and equipment for the Macomb County Sheriff Department first response activities.

The Program Narrative is attached, for further explanation. The application is on file with the Clerk and City website. Similar to prior years, the City of Warren will serve as the fiscal agent responsible for disbursing the grant funds, and for complying with the reporting obligations.

Attached you will find the application, resolution and associated documents. The Police Department is requesting that Council consider the item on the agenda this evening, for the City to meet federal requirements. Prior to the grant disbursement, a budget amendment request may be submitted to account for the funds.

Respectfully,


Mary Michaels
Acting City Attorney

cc: Captain James Wolfe
Cpl. Michael Kohlruss

Richard Fox/Mark Knapp
Kris Battle

Approved:



Charles Rushton
Acting Police Commissioner

Approved:



Lori M. Stone
Mayor

RESOLUTION APPROVING APPLICATION AND AUTHORIZING
MEMORANDUM OF UNDERSTANDING FOR 2024 BJA FY EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT PROGRAM

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan held October 22, 2024, at 7 p.m. Eastern _____ Time in the Council Chambers at the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Council Members: _____

ABSENT: Council Members: _____

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

The City of Warren Police Commissioner and County of Macomb filed a joint application for grant funding under the 2024 Edward Byrne Memorial Justice Association Grant (JAG) Program (the Application).

If awarded, the City of Warren's allocated amount would be \$51,173.00 and the County of Macomb will be allocated the amount of \$19,285.55.

The City of Warren would serve as fiscal agent for grant fund disbursements and financial reporting pursuant to a Memorandum of Understanding with the County of Macomb

The Warren Police Department will apply the grant funds toward the purchase of two new K-9 and related equipment and new road safety equipment. The Macomb County Sheriff Department will apply its allocated share toward a new trailer and equipment for its first response to natural disasters, civil unrest and related events.

Under the Application, the City of Warren would serve as the fiscal agent and would monitor the grant expenditures of the joint funds according to a Memorandum of Understanding.

The Application is available for public review in the Warren City Clerk's Office and on the City website.

THEREFORE, IT IS RESOLVED, that the Council of the City of Warren reviewed and approves the terms of the joint application for the 2024 Edward Byrne Memorial Justice Assistance (JAG) Program grant funds.

IT IS FURTHER RESOLVED, that the Council authorizes the City Controller or designee to serve as the fiscal agent to administer the joint grant funds, according to the JAG Program requirements and Memorandum of Understanding.

IT IS FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute the Memorandum of Understanding, pertaining to the allocation, use and administration of 2024 Byrne Justice Assistance Grant, and such other incidental documents as may be required under the Program may be executed, in such form that meets with the satisfaction of the City Attorney.

AYES: Council Members: _____

NAYES: Council Members: _____

RESOLUTION DECLARED ADOPTED this 22nd day of October, 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 October 22, 2024.

SONJA BUFFA
City Clerk

Program Narrative

As part of a “disparate” group designated by the U.S. Department of Justice, the City of Warren Michigan, and Macomb County are jointly applying for \$70,542.00 for crime prevention and control activities. The following describes how each of the partnering agencies will use the funds. Goals are to but not limited to; increase officer safety, productivity, crime prevention, communication, and efficiency for the criminal justice system and to the service of the community. Time reductions to increase resource allocation, increase operational efficiency for system users, and increase community safety.

City of Warren Police Department (Fiscal Agent) and Macomb County (Sub-recipient)

The City of Warren will utilize a portion of its \$51,173.00 Byrne JAG to contribute towards the purchase of (2) new K-9s totaling (\$18,200.00) and equipment to include extensive training in tracking and apprehension in accordance with National Association of Professional Canine Handlers qualifications and regulation’s. The (2) K-9s and Officers will be trained and certified in the State of Michigan, at the Oakland Community College Police Academy totaling (\$10,000.00). New equipment will also be purchased to accommodate and train our Officers. K-9 training bite suits totaling (\$2000.00), Bite Sleeve (\$249.99) Advanced Bite Sleeve (\$199.99) (2) Whip Leashes (\$95.96) and training aides (ball popper \$1400.00).

The total cost for this equipment was invoiced at **\$32,144.95**

The City of Warren will utilize the remaining balance of \$19028.05 of the allocated funds for Officer Safety Programs for Road Patrol Officers and Investigators. The purchase of reflective traffic safety cones for each patrol vehicles in the 54 vehicle fleet, LED road flare kits for Supervisor vehicles and reflective A-Frame barricades with LED lights. Also, the Police Department will purchase reflective 6 foot barricade to assist in Safety of Officers at road closures and scene control/security as well as Crowd Control Barriers. 300 36” cones (\$11,100), 20 A-Frame barricades (\$1380), 20 Barricade LED lights (\$740), 20 6’ Barricades (\$620), 31 Crowd Control Barriers (\$4030) and 7 cases of LED Road Flares (\$1155). All equipment in this section is through Uline.

The total cost for this equipment was invoiced at **\$19,025.00**

These two programs funded under this grant brings the City of Warren to a TOTAL of \$51,169.95

Performance Measurement

Following the purchase of the K-9's, training, and equipment, they will support our department through public relations, investigations, assisting officers with locating and recovery of narcotics, firearms, suspects, and building clearing along with the use of law enforcement tools/resources, to include many other applications of law enforcement nature. The reflective Barricades and cones will assist in scene security, hazard awareness to the general public as well as Officer Safety. Performance measure reports will be reported quarterly in the BJA's BMT online website.

Timeline

Project will begin when the funding is available, training, policies & protocols will be implemented and approved by the Bureau of Justice Assistance (BJA). The purchase and program will be initiated with in the four-year grant cycle.

Project Design and Implementation

This is not applicable for this project.

Capabilities and Competencies

This is not applicable to this project since there will be no planning or coordination with criminal justice juvenile justice agencies.

County of Macomb (Sub-Recipient)

The County of Macomb is requesting to use funds allocated to purchase one 7' x 12' enclosed trailer, that will be outfitted with tents, fans, chairs, tables, lights and a generator to support first responders at events such as natural disasters, civil unrest, on-going criminal investigations, and public events where long term logistics support is necessary.

The costs are as follows:

Shores Trailer 2024 Neo 7' x 12' enclosed trailer =\$9195.70

Uline Canopy Weights \$39.00 x 15 = \$585.00

Uline fold in half table \$10 x \$110 = \$1100.00

Uline Chair Dolly = \$410.00

Uline Folding Chair \$37.00 x 32 = \$1148.00

Uline Canopy Walls 10'x10' \$85.00 x 2 = \$170.00

Uline 10'x10' Canopy Frame \$340.00 x 2 = \$680.00

Uline 10' x 20' Canopy Frame \$ 515.00 x 2 = \$1030.00

Uline Canopy walls 10'x20' \$130.00 x 2 = \$260.00

-Uline Total **\$5419.00** (note free 22x16x16" Yeti Cooler with purchase over \$5000.00)

Premium 10' x 20' Event Tent = \$1513.50
Premium 10 Event Tent Wall \$330.40 x 2 = \$660.80
Premium 10 Event Tent Wall Bank \$215.60 x 2 = \$431.20
Premium total = \$2605.50 w/ 10% discount = \$2344.95

Yamaha ER2200IS Inverter Generator 2200 Watt = \$1099.95
Husky 7000 Lumen Portable LED work light with tripod \$119.00 x 4 = \$476.00
County Line 24" Portable Barrell Fan \$149.99 x 5 = \$749.95

Total fund expenditure for this program and invoiced will be \$19,285.55 for the Macomb County Sheriffs Department (Sub-Recipient).

Performance Measurement

The procurement of this equipment does support the Edwards Byrne Memorial Justice Assistance Grant Program goals by enhancing the Macomb County Sheriff's Office policing efforts to ensure a safer community. The project timeline will begin when funding is received. The goals and objectives will be completed when the equipment is purchased and received. Performance measure reports will be reported quarterly in the BJA's BMT online website.

Timeline

The project will begin when the funding is received, services will be provided within the four-year grant cycle.

Project Design and Implementation

This is not applicable for this project.

Capabilities and Competencies

This is not applicable to this project since there will be no planning or coordination with criminal justice juvenile justice agencies.

Governing Body Review

Per the solicitation guidelines governing the 30 day review waiver: The City of Warren certifies that the governing body of the City of Warren (City Council) will review this application within the next 30 days of the submittal of this application and will be pending approval at the open meeting of the City Council.

Public Comments

The public will be notified of the JAG application via the City of Warren website and invited to review this fiscal year 2023 Local JAG application upon City Council approval. The application

will be available for public review during this time by the City of Warren Clerk's Office, as they have been in previous years.

- Applicants do not have any pending applications for federally funded grants or sub-grants for this project.

Goal 1. Optimize officer performance through technology and resources

Goal 2. Increase outreach opportunities

Goal 3. Improve organizational assets

Goal 4. Develop resource autonomy

Goal 5. Develop and promote excellence in professional standards.

Goal 6. Promote transparency

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

City of Warren

5a. Federal Entity Identifier:

DYLSJBLXKGW5

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City Of Warren

* b. Employer/Taxpayer Identification Number (EIN/TIN):

386006931

* c. UEI:

d. Address:

* Street1:

One City Square

Street2:

* City:

Warren

County/Parish:

Macomb

* State:

MI: Michigan

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

48093-2395

e. Organizational Unit:

Department Name:

City Of Warren

Division Name:

Warren Police Department

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Michael

Middle Name:

A

* Last Name:

Kohlruss

Suffix:

Title:

Administrative Corporal

Organizational Affiliation:

Warren Police Department

* Telephone Number:

586-574-4791

Fax Number:

586-574-4862

* Email:

mkohlruss@warrenpd.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

B: County Government

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

* 12. Funding Opportunity Number:

* Title:

BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program- Local Solicitation

13. Competition Identification Number:

C-BJA-2024-00092-PROD

Title:

Category 2- Applicants with eligible allocation amounts of \$25,000 or more

14. Areas Affected by Project (Cities, Counties, States, etc.):

Jag Grant areas.pdf

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Warren Police dept. will adding members and dogs to the K9 program and an Officers Safety program for road visibility. MCSD will be using funds for First Responders Support equipment at scenes.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="0.00"/>
* b. Applicant	<input type="text" value="51,173.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="19,369.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="70,542.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2024 Local Solicitation

City of Warren AND Macomb County Sheriff Department

AREAS AFFECTED BY PROJECT (Section 14, SF-424)

Application: O-BJA-2024-172239

APPLICANT

City of Warren

Fiscal Agent

One City Square

Warren MI 48093

County of Macomb, M.C.S.D.

Sub-Recipient

One S. Main Street 9th floor

Mt. Clemens MI 48043

The following attachment is not included in the view since it is not a read-only PDF file.

Upon submission, this file will be transmitted to the Grantor without any data loss.

2024 JAG application.docx

MEMORANDUM OF UNDERSTANDING
2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG)

This Memorandum of Understanding is entered into as of this _____ day of _____, 2024, between the County of Macomb, One S. Main St., 9th Floor, Mt. Clemens, Michigan 48043 (the County) and the City of Warren, a Michigan municipal corporation, located at One City Square, Warren, Michigan 48093

Recitals

1. The City of Warren and County of Macomb may be eligible for federal funding through the Edward Byrne Memorial Justice Assistance Grant for use in law enforcement and Community Corrections programs and support.
2. The Byrne Memorial Grant requires that jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to them.
3. Warren and Macomb have been certified as a disparate jurisdiction and, therefore, must submit a joint application.
4. The application for the grant funds requires that the parties execute a Memorandum of Understanding indicating who will serve as the applicant and fiscal agent for the grant funds.

Therefore, the parties agree as follows:

1. The parties designate the City of Warren as the applicant and fiscal agent for the 2024 Byrne Justice Grant Program Award.
2. As the fiscal agent, the City of Warren agrees to distribute the funds in accordance with the program narrative attached to the FY24 JAG Application (as identified below) and perform any financial reporting or other activities required by the grant.
3. This Memorandum of Understanding confers no rights or remedies on any third party other than the parties to this Memorandum of Understanding.
4. The parties may amend this Memorandum of Understanding only by a written document signed by each party.
5. This Memorandum of Understanding contains the entire agreement of the parties.
6. The award distribution allocated to each unit of local government must be used for the purposes for which it was granted.
7. As a disparate group designated by the U.S. Department of Justice, the City of Warren and Macomb County jointly applied for \$70,542.00 for crime prevention and support activities (Grant Funds). The parties are familiar with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2024 Local Solicitation (FY24 JAG Application) and acknowledge receipt of a copy of the FY24 JAG Application.

8. If awarded, the Grant Funds will be allocated and used as follows:

- The City of Warren will disburse to the County of Macomb \$19,285.55 for the purchase a new trailer, along with equipment and furnishings to support Macomb County Sheriff Department first response activity at natural disasters, civil unrest, criminal investigations or public events.
- The City of Warren will utilize its allocated portion of the grant funds in the amount of \$51,169.95 to support two law enforcement programs;
 - i) The amount of \$32,144.95 will support the purchase of (2) new K-9s totaling (\$18,200.00) and equipment to include extensive training in tracking and apprehension in accordance with National Association of Professional Canine Handlers qualifications and regulations;
 - ii) The amount of \$19,028.05 will support Officer Safety Programs for Road Patrol Officers and Investigators through the purchase of new equipment such as reflective traffic cones, LIED road flare kids and LED barricades.

9. The City of Warren shall be responsible for any injury or damage arising out of or related to the acts or omissions of itself, or of its officers, agents, contractors, boards or commissions, and shall hold harmless the County, its officers, employees, agents, or volunteers, as to any and all claims, lawsuits, or liabilities for personal injury or property damage as may arise from the acts or omissions attributable directly to the City, its elected or appointed officials, employees, and/or agents or contractors.

10. The County shall be responsible for any injury or damage arising out of or related to the acts or omissions of itself or of its officers, agents, contractors, boards or commissions, and shall hold harmless the City, its officers, employees, agents, and/or volunteers, as to any and all claims, lawsuits, or liabilities for personal injury or property damage as may arise from the acts or omissions attributable directly to the County, its elected or appointed officials, employees, and/or agents or contractors.

11. Nothing in this Agreement shall be construed as a waiver or abrogation of any immunity, or the expansion of any exception thereto as may be recognized by law, afforded to the City or the County, or their respective elected or appointed officials, employees, and/or agents by prevailing law, regardless of whether such law arises from statute or judicial precedent.

12. After execution by the parties' duly authorized representatives, this Agreement and any amendments thereto shall be effective upon completion of all activities contemplated hereunder, except the records retention and copying obligations below which will survive termination.

13. The parties will keep accurate records to account for the performance of its responsibilities or obligations under this agreement, and will furnish copies of its records to the other party as reasonably required by their respective auditors or for

reporting or performance measurement purposes under the JAG Program. Such copies will be furnished to the other party within 10 days of a request.

14. This Agreement may be executed in multiple counterparts, in original or by delivery of a scanned counterpart in portable document format (PDF) by e-mail (which shall be deemed received if delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq.) and, when taken together, shall be considered an original. On such delivery, the signatures in the PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person. The City shall be responsible for assembling the original agreement and disbursing to the County and to JAG.

WITNESSED BY:

Print name:

Print name:

Dated: _____, 2024

CITY OF WARREN:

By: _____
LORI M. STONE
Mayor

By: _____
SONJA BUFFA
City Clerk

(Signatures continued on next page)

WITNESSED BY:

Dated: _____, 2024

COUNTY OF MACOMB:

By: _____



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: 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	STATE	David Tarrant	MDOS
	11208 John Galt Blvd		517-335-3230	
	Omaha, NE 68137		tarrantd2@michigan.gov	
	Wil Wesley		Katie McFarland	DTMB
	954-816-0042		517-930-6814	
	wil.wesley@essvote.com		mcfarlandk1@michigan.gov	
	CV0056231			

CONTRACT SUMMARY

VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SER

March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027
Net 45 Days			
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

DESCRIPTION OF CHANGE NOTICE

<input type="checkbox"/>	<input type="checkbox"/>	February 28, 2027
\$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

Phone Number: _____

Fax Number: _____

Customer Contact, Title: Sonja Buffa, Warren City Clerk

County Name: Macomb County

Bill To: _____
City of Warren
Sonja Buffa, Clerk
One City Square, Suite 205
Warren, MI 48093

Ship To: _____
City of Warren
Sonja Buffa, Clerk
One City Square, Suite 205
Warren, MI 48093

Item	Description	Qty	Unit Price with Discount	Total
Purchase Quantities:				
1	DS200 - AVCB or Precinct		\$5,299.00	
2	DS200 - AVCB or Precinct		\$4,454.00	
3	DS200 Modem		\$325.00	
4	DS200 Tote Bin		\$395.00	
5	AVCB Tabulator-DS450		\$96,416.00	
6	AVCB Tabulator-DS950	1	\$139,545.00	\$139,545.00
7	Accessible Voting System		\$3,720.00	
8	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	COUNTY OR LOCAL UNIT OF GOVERNMENT
_____ Authorized Signature	_____ Authorized Signature
_____ Jared Plath	_____ Printed Name
_____ Printed Name	_____ Title
_____ Vice President - Finance	_____ Title
_____ Title	_____ Date
_____ October 23, 2024	_____ Date
_____ Date	

State of Michigan
_____ Authorized Signature
_____ Printed Name
_____ Title
_____ Date



DS950[®]

High-Speed Scanner and Tabulator

No rescanning

If scanning is interrupted, there's no need to rescan all the ballots. Green lights indicate a ballot has been tabulated and red lights indicate it has not been tabulated.

Less adjudication

Intelligent Mark Recognition (IMR[®]) and Positive Target Recognition & Alignment Compensation (PTRAC[®]) technologies reduce the number of ballots requiring time-consuming manual adjudication.

Easy to use

Touch-screen interface walks the user through the tabulation process step by step. Monitor position is adjustable for different heights and convenient storage.

Customizable, full-speed sorting

No scanning interruptions for damaged ballots or ballots with exceptions. Sorts ballots into:

- Requires further review
- Write-ins
- Counted

Superior ballot feeding

Smart Pick technology auto-adjusts reverse belt tension, reducing the opportunity for misfeeds.

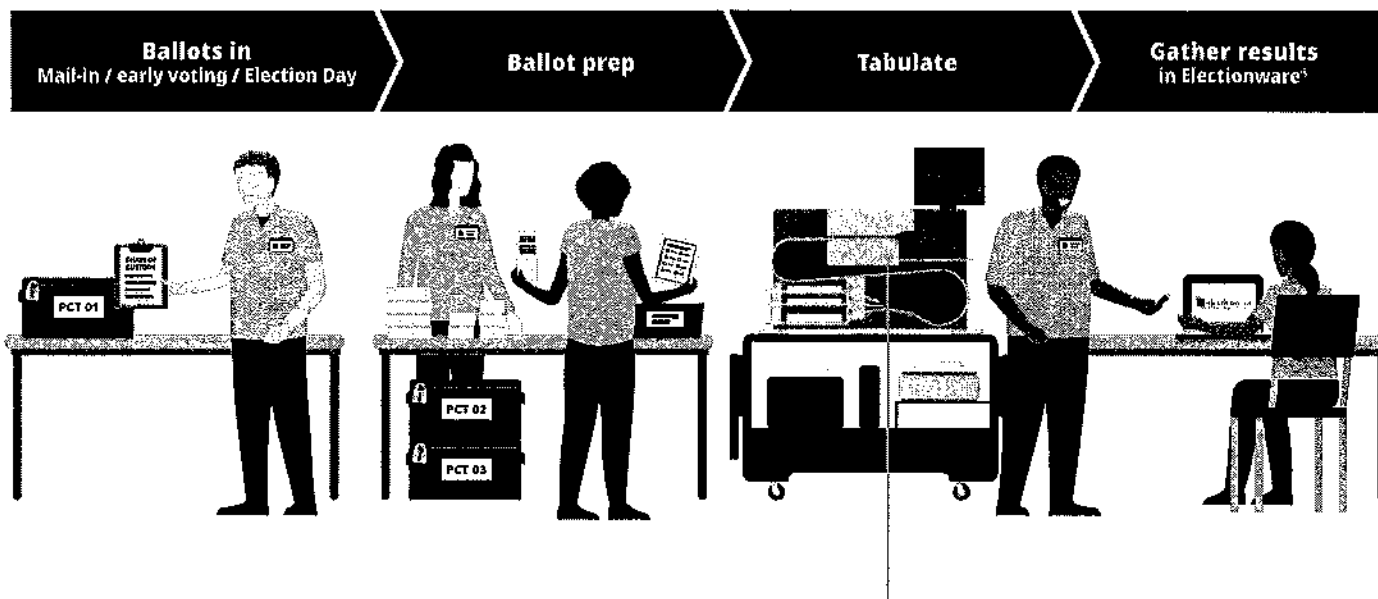
Advanced ballot control

Input tray friction pad and output tray advanced ballot guide engineering offer improved ballot control.

Complete ballot control from start to finish

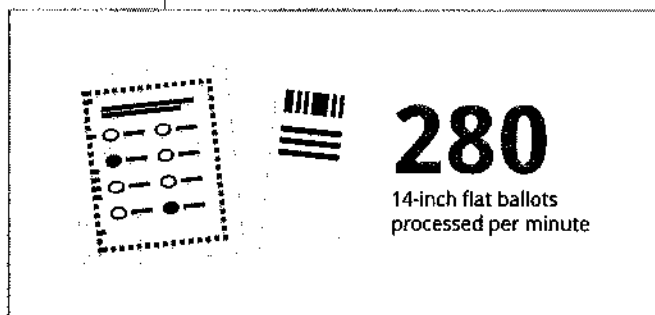
Let the DS950 handle scanning, separating and sorting ballots all without missing a beat. All ES&S tabulators scan ballots in any orientation - no need to make sure ballots are face-up and top-edge first before scanning.

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.



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.



October 24, 2024

OFFICE OF THE CITY CLERK

1 CITY SQUARE, SUITE 205
WARREN, MI 48093-2393
(586) 574-4557
FAX (586) 574-4556
www.cityofwarren.org

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:

☒ Cooperative Bid Documents
☐ Contract
☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

Sonja Buffa
City Clerk