

CITY ATTORNEY'S OFFICE

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

October 1, 2024

Ms. Mindy Moore Council Secretary City of Warren

Re: Proposed Resolution to Approve Brownfield Plan for Redevelopment of Property

at 12350 E. Nine Mile; Parcel No. 13-35-126-004

Developer: Young Supply Co.

Dear Council Secretary Moore:

Attached is a proposed resolution to approve a Brownfield Plan for the for the remediation and redevelopment of property at 12350 E. Nine Mile Rd, Warren, Michigan, between Hoover Road and Groesbeck Highway.

Young Supply Co. has invested \$36,000,000 into site acquisition, remediation, redevelopment and equipment for an HVAC distribution center and warehouse. Young Supply is seeking tax increment capture for brownfield eligible costs of \$1,099,749. The plan includes a 10 percent administrative fee and capture of local revolving funds for local eligible brownfield activities. The estimate plan duration is 21 years, with a maximum duration of 30 years. The project is intended to create approximately 35 new jobs. The plan provides for the capture of local taxes, with no state education or school taxes.

A plan evaluation prepared by Brownfield consultant Nicholas Maloof, principal of Associated Environmental Services, LLC, is also attached for reference. In response to a concern raised in the report, Young Supply Co. adequately established its sole membership in IX Mile Rd., LLC, the title owner of the property.

If acceptable, please submit the proposed resolution, Brownfield Plan and corresponding documents to Council for the public hearing on Tuesday, October 8, 2024.

Respectfully,

Mary Michaels

Acting City Attorney

May Michan

Approved:

Lori M. Stone

Mayor

cc: Anthony Vallan, Young Supply Co.
Ryan Higuchi, AKT Peerless Environmental
Nicholas Maloof, RFG, Associated Environmental Services, LLC
Tom Bommarito, Economic Development Director

RESOLUTION APPROVING BROWNFIELD PLAN - YOUNG SUPPLY CO. 12350 E. NINE MILE RD; PARCEL NO. 13-35-126-004

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan held on October 8, 2024 at 7 p.m. Eastern Daylight Savings Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT:	Councilperson	
ABSENT:	Councilperson	
	ollowing resolution was offered by Councilpersoned by Councilperson	_

The Brownfield Redevelopment Authority (the "Authority") of the City of Warren, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), recommended approval of a Brownfield Plan for the Redevelopment and Reuse of Property located at 12350 E. Nine Mile Rd., Warren, Michigan (the "Property") for Young Supply Company ("the Developer").

Young Supply performed significant site contamination remediation and asbestos abatement, and developed the vacant, blighted building into a new HVAC warehouse and distribution center.

Young Supply is investing approximately \$13.6 million in site costs, and is seeking reimbursement of \$1,099,749 of the costs through the capture of tax increment revenues. The plan includes payment of a 10 percent administrative fee and local revolving fund capture for five years. The estimated plan duration is 21 years.

The Authority has, at least ten (10) days before the meeting of the City of Warren City Council at which this resolution has been considered, provided notice of and fully informed all taxing jurisdictions (the Taxing Jurisdictions) which

are affected by the Plan, and the City Council of the City of Warren has provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the proposed Plan and in accordance with Sections 13(13) and 14 (1) of the Act.

The City Council of the City of Warren has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield Plan Set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
- E. The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable.

As a result, of its review of the Plan and upon consideration of the views and recommendations of the Taxing Jurisdictions, the City Council of the City of Warren desires to proceed with approval of the Plan.

THEREFORE, IT IS RESOLVED that:

- 1. Plan Approved. Pursuant to the authority of the City Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is approved in the form attached as Exhibit A and all corresponding exhibits of record, and in accordance with and subject to a Development and Reimbursement Agreement to be developed and approved by the City of Warren Brownfield Redevelopment Authority, in such form consistent with the Plan and which meets with the satisfaction of the City Attorney.
- 2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole nor the remaining parts,

3. Repeals. All resolutions or parts of resolutions in conflict with
any of the provisions of this Resolution are repealed.
AYES: Councilperson
NAYS: Councilperson
RESOLUTION DECLARED ADOPTED this 8th 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, Macoml
County, Michigan, certify that the foregoing is a correct copy of the resolution
adopted by the Warren City Council at its meeting held on October 8, 2024.
SONJA BUFFA
City Clerk

other than the part declared to be invalid.

Atty/MM//Brownfield Plan Resolution to Council- Young

ASSOCIATED ENVIRONMENTAL SERVICES: LLC

Environmental Services
Land Development
Real Estate Consulting

40701 Woodward Avenue Suite 50 Bloomfield Hills, MJ 48304

Report of Brownfield Consultation Services

For the

Proposed Brownfield Redevelopment Project 12350 E. 9 Mile Road Warren, Macomb County, MI 48089



Prepared for

City of Warren Community and Economic Development Department One City Square

Warren, Macomb County, Michigan 48093 Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development

By

Associated Environmental Services, LLC Project No. 2024071901.01

August 16, 2024

T (248) 203-9898 F (248) 422-2177

www.associatedenvironmental.net

Environmental Services

Land Development

Real Estate Consulting

ENVIRONMENTAL SERVICES-LLC

40701 Woodward Avenue, Suite 50 Bloomfield Hills, Michigan 48304

August 16, 2024

City of Warren Community and Economic Development Department

One City Square

Warren, Macomb County, Michigan 48093

Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development

Associated Environmental Services, LLC Project No. 2024071901.01

RE: Brownfield Consultation Services for the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority regarding the AKT Peerless Brownfield Application and Brownfield Plan for the proposed redevelopment project at 12350 E. 9 Mile Road in Warren, Macomb County, MI 48089

Dear Mr. Bommarito:

In response to your request on Wednesday, July 17, 2024, and our subsequent emails and phone conversations, Associated Environmental Services, LLC (hereafter referred to as "AES") is pleased to provide the City of Warren Community and Economic Development Department and City of Warren Brownfield Redevelopment Authority (BRA) (hereinafter jointly referred to as "Client") with a summary of the Brownfield Consultation Services completed by AES for the above referenced Brownfield Redevelopment project (the "Project") as well as present the attached "BRA Submittal Checklist" for the Project.

AES was retained by Client to provide third-party review services, consultation services and report preparation services. Specifically, AES was requested to provide the following professional services:

- 1. Review the Brownfield Plan submittal package;
 - a. Identify how the property qualifies as a Brownfield under P.A. 381 of 1996, as amended (e.g., contaminated, blighted, functionally obsolete, historic, MSHDA housing, transit oriented development, etc.);
 - b. Identify the requested Eligible Activities and which category, if any, under which they qualify for TIF reimbursement (e.g., EGLE, MSF, MSHDA);
- 2. Provide a professional opinion as to the proposed redevelopment project and activities being eligible or ineligible based on the requested submittal documents;
- Prepare a summary memorandum of the findings/opinions with recommendations for additional documentation submittal, if necessary, to maintain compliance with WBRA BP and/or EGLE and MEDC requirements; and
- 4. Provide additional consultation services on an as-needed basis.

AES provided the above specified Brownfield Consultation Services, as well any other services AES was requested to provide, in general conformance with standards typically adhered to by other local environmental service professionals practicing contemporaneously under the same, or similar, conditions in Southeast Michigan.

Tel 248-203-9898 / Fax 248-422-2177 email info@associatedenvironmental.net web: www.associatedenvironmental.net

City of Warren Community and Economic Development Department Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development RE: Brownfield Consultation Services – Young Supply Co., 12350 E. 9 Mile Road, Warren, MI August 16, 2024

Brownfield Plan Submittal Package

AES was provided the following documents for the Project by Client:

- 1. "City of Warren Brownfield Redevelopment Authority Application for Inclusion in the Warren Brownfield Plan" prepared for the Young Supply Co. regarding 1250 E. 9 Mile Road, Warren, MI 48089 (the "Property"). The document was prepared by AKT Peerless and undated (the "Brownfield Application");
- 2. "Brownfield Plan" prepared for Young Supply Co. regarding the redevelopment and reuse of 12350 E. 9 Mile Road, Warren, MI dated March 21, 2024 and prepared by AKT Peerless (the "Brownfield Plan"); and
- 3. A Warranty Deed dated March 13, 2023 by and between DPI Group, LLC as Grantor and IX Mile Road LLC as Grantee for property address 12350 Nine Mile, Warren, MI 48089; Parcel ID No. 12-13-35-126-004. The deed was recorded on March 15, 2023 under Liber 29043, Page 354 (the "Deed").

AES reviewed the documents and created and prepared a BRA Submittal Checklist to confirm whether the required documentation was present in the file and the date received. AES also reviewed the BRA Project file to confirm the presence of required documents in general compliance with applicable State of Michigan regulations (the "Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended"). A copy of the BRA Submittal Checklist is presented in **Attachment A**.

Brownfield Application

- According to the information provided, the property qualifies as a "facility" under Part 201.
- Eligible Activities described include "...engineering controls and vapor mitigation system" and "asbestos abatement."
- Total Cost of environmental and non-environmental Eligible Activities requested is \$1,059,749.00.
- Seeking Local TIF Capture, no School Tax Capture
- \$13.6 million dollar total investment with an \$8,425,000.00 land/existing improvements acquisition cost plus a total of \$5,210,000.00 comprised of new investment for Renovation & Remediation Costs of \$4,290,000.00 and Equipment of \$920,000.00.

Brownfield Plan

- Eligible Activities described include "...engineering controls and vapor mitigation system" and "asbestos abatement"
- According to the information provided, the property qualifies as a "facility" under Part 201.
 - o September 2022 Phase I ESA Report summarized in Section 2.2.1
 - Eight (8) RECs identified based on historical uses
 - o December 2022 and January 2023 Phase II ESA Report summarized in Section 2.2.2
 - VOCs, PNAs and Metals were detected exceeding the EGLE Generic Residential Cleanup Criteria (GRCC) and VIAP Screening Levels.
 - Based on the exceedance of the GRCC and VIAP Screening Levels, the Property qualifies as a "facility" under Part 201 of NREPA, as amended.
 - 2023 Asbestos and Hazardous Materials Pre-renovation Verification Survey summarized in Section
 2.2.3
 - Multiple confirmed ACMs were identified throughout the structure
 - o No reference is provided in the Brownfield Plan as to whether a Baseline Environmental Assessment (BEA) was conducted and Disclosed on behalf of Young Supply Co.
- \$13.6 million dollar total investment with an \$8,425,000.00 land/existing improvements acquisition cost

City of Warren Community and Economic Development Department Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development RE: Brownfield Consultation Services - Young Supply Co., 12350 E. 9 Mile Road, Warren, MI August 16, 2024

plus a total of \$5,210,000.00 comprised of new investment for Renovation & Remediation Costs of \$4,290,000.00 and Equipment of \$920,000.00.

- Total Cost of environmental and non-environmental Eligible Activities requested is \$1,099,749.00, an increase of \$40,000.00 from the total provided in the Brownfield Application of \$1,059,749.00.
 - o Differential due to the increase in Brownfield Plan and Implementation Fees.
 - No Interest being requested,
 - Seeking Local TIF Capture, no School Tax Capture,
- Based on the information provided, the TIF repayment period to the Developer is estimated to be 21 years.
- Section 2.4 provides a summary of expected increases in taxable value and expected first capture of TIF revenues
 - o Initial taxable value (TV) stated to be \$1,474,504.00 for 2024.
 - 2025 TV is estimated to be \$3,035,455.00. No basis for the estimated value was provided.
 - o A 10% BRA capture (assumed to be the BRA Management Fee) for the life of the BP is stated in Section 2.9.
 - o Local Brownfield Revolving Loan Fund (LBRF) capture is estimated to be \$506,000.00 is stated in Section 2.9.
- The "Tax Increment Revenue Estimates" table was dated March 20, 2023.
 - The Local Capture Millages identify a total 38.9612 Mills available for capture, which AKT Peerless based on the 2023 Millage Rates.
 - The current 2023 Winter and 2024 Summer Millage Rates are slightly different and equate to 38.9179 Mills available for TIF Capture.
- Based on the information provided, the TIF repayment period to the Developer is estimated to be a total of 21 years that includes just over 17 years to repay the Developer the Eligible Activities and one partial and 4 full years for LBRF capture.
 - Note that due to the slightly differing millage captures and the actual TV not being known until actual assessment occurs, the payback and total capture period may be shorter or longer.

Deed

- The March 13, 2023 Deed by and between DPI Group, LLC as Grantor and IX Mile Road LLC as Grantee for property address 12350 Nine Mile, Warren, MI 48089; Parcel ID No. 12-13-35-126-004 was recorded on March 15, 2023 under Liber 29043, Page 354 (the "Deed").
- The Deed does not indicate any legal connection between Young Supply Co. and IX Mile Road LLC. Is there a development agreement, lease, purchase agreement or other documentation that provide Young Supply Co. with the authority to submit the Brownfield Application and Brownfield Plan for the Project on the Property?

Opinion

Based on a review of the documents provided, the Property qualifies under P.A. 381 of 1996, as amended, as is eligible for TIR reimbursement of Eligible Activities. However, the following items require additional documentation to be submitted to ensure compliance with WBRA requirements and P.A. 381 of 1996, as amended:

- 1. No reference is provided in the Brownfield Plan as to whether a Baseline Environmental Assessment (BEA) was conducted and Disclosed on behalf of Young Supply Co. A complete copy of the Phase I ESA, Phase II ESA, BEA and DCP Reports must be provided to the WBRA.
- 2. The Deed does not indicate any legal connection between Young Supply Co. and IX Mile Road LLC,

City of Warren Community and Economic Development Department Attn: Mr. Tom Bommarito, Director of Community, Economic and Downtown Development RE: Brownfield Consultation Services – Young Supply Co., 12350 E. 9 Mile Road, Warren, MI August 16, 2024

Evidence of site control or written authorization from the property owner via a development agreement, lease, purchase agreement or other documentation providing Young Supply Co. with the authority to submit the Brownfield Application and Brownfield Plan for the Project on the Property must be provided to the WBRA.

Should you have any questions or require additional information regarding this summary report, please contact us at (248) 203-9898.

Sincerely,

ASSOCIATED ENVIRONMENTAL SERVICES, LLC

Nicholas G. Maloof, RPG

NGM/bd

WARREN BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

12350 E. Nine Mile Rd., Warren, MI 48089

PREPARED BY

Warren Brownfield Redevelopment Authority

One City Square Warren, MI 48093

Contact Person: Tom Bommarito
Email: tbommarito@cityofwarren.org

Phone: 586-574-4676

AKT Peerless

22725 Orchard Lake Road Farmington, MI 48336

Contact Person: Samantha R. Mariuz Email: mariuzs@aktpeerless.com

Phone: 248-224-0305

PROJECT #

17495f3

REVISION DATE

August 21, 2024

BRA APPROVAL CITY/COUNTY APPROVAL

August 21, 2024

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PROJECT SUMMARY

PROJECT NAME Young Supply Co. - Redevelopment and Reuse of

Properties Located at 12350 E. Nine Mile Rd., Warren,

Michigan

DEVELOPER Young Supply Co.

52000 Sierra Drive Chesterfield, MI 48047 Anthony Vallan, President

586-421-2400

ELIGIBLE PROPERTY LOCATION The Eligible Property is located at 12350 E. Nine Mile

Rd., Warren, Michigan. Parcel ID Number 12-13-35-126-

004.

TYPE OF ELIGIBLE PROPERTY Facility

SUBJECT PROJECT DESCRIPTION

The Young Supply Company Redevelopment Project (Project) consists of the redevelopment of the subject property, which is located at 12350 E. Nine Mile Rd. in the City of Warren.

The project includes the redevelopment and rehabilitation of the existing property for Young Supply Company. The subject property had to undergo significant site investigation to document contamination

in soil-gas.

The redevelopment required the implementation of engineering controls and a contaminant vapor mitigation system beneath the building to mitigate the potential for vapor intrusion related to residual soil and groundwater contamination. Additionally, the building had to undergo significant asbestos abatement to make it safe for employees and customers. The total project investment inclusive of the building cost, renovation and remediation as well as building equipment is approximately \$13.6 million and will create 35 jobs for the community.

The Project is seeking approval of Tax Increment Financing (TIF). Construction and remediation has been completed and the Project is seeking approval of TIF beginning January of 2025.

ELIGIBLE ACTIVITIES Preapproved Department Specific Activities, Due Care

Compliance Activities, Asbestos Survey and Abatement, Select Interior Demolition, and the Development,

Preparation, and Implementation of a Brownfield Plan.

DEVELOPER'S REIMBURSABLE

\$1,099,749 (Est. Eligible Activities)

COSTS

0 (Interest)

\$1,099,749

ESTIMATED DURATION OF

CAPTURE

21 years, including LBRF deposits.

MAXIMUM DURATION OF

CAPTURE

30 years

ESTIMATED TOTAL CAPITAL

INVESTMENT

\$13.6 million

INITIAL TAXABLE VALUE

\$ 1,474,504

LIST OF ACRONYMS AND DEFINITIONS

Authority Warren Brownfield Redevelopment Authority

BEA Baseline Environmental Assessment (Michigan process

to provide new property owners and/or operators with

exemptions from environmental liability)

City City of Warren
PLAN Brownfield Plan

DEVELOPER Young Supply Co.

ELIGIBLE PROPERTY Property for which eligible activities are identified under

a Brownfield Plan, referred to herein as "the subject

property".

ESA Environmental Site Assessment
LBRF Local Brownfield Revolving Fund

EGLE Michigan Department of Environment, Great Lakes &

Energy

MEDC Michigan Economic Development Corporation

MSF Michigan Strategic Fund

PHASE I ESA An environmental historical review and site inspection

(no soil and/or groundwater sampling and analysis)

PHASE II ESA Environmental subsurface investigation (includes soil,

soil gas, and/or groundwater sampling and analysis)

RCC Residential Cleanup Criteria

SUBJECT PROPERTY The Eligible Property, located at 12350 E. Nine Mile Rd.,

on the south side of Nine Mile Road, between Hoover

Road and Groesbeck Highway, in Warren, MI. It

comprises 1 parcel containing one building consisting of

approximately 210,567 square feet.

TIF Tax Increment Financing (TIF describes the process of

using TIR-i.e., TIF is the use of TIR to provide financial

support to a project)

TIR Tax Increment Revenue (new property tax revenue,

usually due to redevelopment and improvement that is generated by a property after approval of a Brownfield

Plan)

BROWNFIELD PLAN

12350 E. Nine Mile Rd., Warren, MI 48089

1.0 Introduction

The City of Warren, MI (the "City"), established the Warren Brownfield Redevelopment Authority (the "Authority"), pursuant to Michigan Public Act 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The main purpose of this Brownfield Plan is to promote the redevelopment of and investment in certain "Brownfield" properties within the City. Inclusion of subject property within Brownfield plans will facilitate financing of environmental response and other eligible activities at eligible properties and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as "Brownfields." By facilitating redevelopment of Brownfield properties, Brownfield plans are intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This Brownfield Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Brownfield Plan for reference purposes.

This Brownfield Plan contains information required by Section 13(2) of Act 381.

The Young Supply Co. Redevelopment Project (the "Project") consists of the redevelopment of the subject property. The subject property had to undergo significant site investigation to document contamination in soil-gas.

The redevelopment required the implementation of engineering controls and a contaminant vapor mitigation system beneath the building to mitigate the potential for vapor intrusion related to residual soil and groundwater contamination. Additionally, the building had to undergo significant asbestos abatement to make it safe for employees and customers. The total project investment inclusive of the building cost, renovation and remediation as well as building equipment is approximately \$13.6 million and will create 35 jobs for the community.

Predevelopment, Due Care Compliance and Asbestos Remediation activities have been completed. It was imperative to the redevelopment project that remediation activities occurred expeditiously so Young Supply Co. could begin and grow their operations in the City of Warren. The Project is seeking Tax Increment Financing ("TiF") incentives to fund the unforeseen additional costs to remediate a contaminated site, as compared to developing or purchasing an uncontaminated property.

Young Supply Co. was established in 1935 in Detroit, Michigan. Since then, the company has grown to over 18 branch locations, six contractor learning centers, a warehouse distribution center, and an evergrowing delivery fleet. Young Supply Co. is a privately owned company with over 10% of employees being veterans. Their Warren redevelopment project will transform a vacated, contaminated building

into a viable business that will provide jobs and services to the local community and bring additional jobs to the city.

2.0 General Provisions

The following sections detail information required by Act 381.

2.1 Description of Eligible Property (Section 13 (h))

The Eligible Property ("subject property") is located at 12350 E. Nine Mile Rd., in the northwest ¼ of Section 35 in Warren (T.01N./R.12E.), Macomb County, Warren, Ml. The subject property is situated on the south side of E. Nine Mile Road between Becker Avenue and Hillock Avenue. The Subject Property is owned by IX Mile Road LLC, an affiliate of Young Supply Company.

The subject property consists of one (1) parcel that contain approximately 15.30 acres of land. The subject property is currently zoned Medium Heavy Industrial District (M3) and is located in an area of Warren that is characterized by residential, commercial, and industrial properties, surface roadways, municipal sanitary sewer and water, and electrical and gas utilities.

The following table describes the parcel which comprises the subject property. See Attachment A, Figure 1 – Subject Property Boundary Map.

Eligible Property Information

Address	Parcel Tax Identification Number	Basis of Brownfield Eligibility	Approximate Acreage
12350 E. Nine Mile Rd.	12-13-35-126-004	Facility	15.30

Legal Description: T1N,R12E, SEC 35 COMM AT N 1/4POST SEC 35; TH W 645,10 FT & N89*30'W 190.33 FT TO PT OF BEG; TH S38*53'20"E 80.39 FT; TH SLY 321.14 FT ALG A CURVE TO RIGHT WITH 458.06 FT RADIUS & TANGENT OF 167.83 FT; TH S01*21'40"W 361.46 FT; TH SWLY 390.48 FT ALG A CURVE TO RIGHT WITH 744.66 FT RADIUS & TANGENT OF 199.99 FT; TH S31*25'40"W 85.23 FT; TH N88*56'41"W 485.18 FT; TH N01*04'10"E 1161.02 FT; TH S89*30'E 473.30 FT ALG N SEC LINE TO PT OF BEG. 15.947 AC. 15.30 net w/o road

Subject Building 1: 12350 E. Nine Mile Road

General Construction	One-story, steel roof, concrete foundation, steel frame, no basement
Predominant Interior Finish	Concrete, wood, metal, glass, drywall, paneling, floor tile, ceiling tile
Square Footage (total)	210,567
Construction and Other Improvement Dates	1947

Interior Areas	Interior areas were formerly used as offices, employee break areas, restrooms,
	automobile parts warehousing and distribution, and shipping; however, Subject
	Building 1 is currently vacant.

Attachment A includes a site map of the Eligible Property, refer to: Figure 1, Scaled Property Location Map. The legal description of the parcel is included in the Eligible Property are presented in Attachment B.

The parcel and all tangible real and personal property located thereon will comprise the Eligible Property, which is referred to herein as the "subject property."

2.2 Basis of Eligibility (Section 13 (2)(h), Section 2 (p))

The subject property is considered "Eligible Property" as defined by Act 381, Section 2 because: (a) the subject property is currently utilized for an industrial purposes; (b) it is located within the City of Warren, a "Core Community" under Act 381; and (c) is determined to be a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act ("NREPA") Michigan PA 451, 1994.

The following section is intended to summarize existing site conditions at the subject property, as identified through site and surrounding area research. Please note, the environmental reports that are summarized in the following sections refer to the Michigan Department of Environment, Great Lakes, and Energy ("EGLE"), which was formerly the Michigan Department of Environmental Quality (MDEQ), even when earlier documents were executed or issued by MDEQ.

2.2.1 AKT Peerless' September 2022 Phase I Environmental Site Assessment (ESA)

AKT Peerless completed a Phase I ESA that included the subject property on September 23, 2022 on behalf of Stos Group LLC. Reliance was extended to Young Supply Company and IX Mile LLC. The Phase I ESA was conducted in conformance with United States Environmental Protection Agency (USEPA) Standards and Practices for AAI [40 Code of Federal Regulations (CFR) Part 312] and ASTM Standard Practice E 1527-21 (ASTM Practice E 1527). At the time of AKT Peerless' site reconnaissance, the subject property was unoccupied and was not utilized for a significant or obvious purpose. The following recognized environmental conditions (RECs) were identified in connection to the subject property, which was referenced as Parcel A in the Phase I ESA:

Parcel A was developed with an industrial building in 1947 (Subject Building 1) and has been occupied by various industrial occupants, including Falls Spring & Wire Company, Holley Carburetor, Dana Corporation, and Midwest Paper since construction. Parcel A is currently vacant. Parcel A is listed on the Resource Conservation and Recovery Act (RCRA), Facility Index System (FINDS), Enforcement and Compliance History Online (ECHO), and Waste Data Systems (WDS) databases. Midwest Paper generated ignitable hazardous waste. Areas within Subject Building 1 were used for manufacturing, sewing, heat treating, warehousing, and distribution. Specific information regarding these former uses was not identified during the assessment; however, during its reconnaissance, AKT Peerless observed several floor drains, trench drains, and manholes in the former manufacturing area in the subject building. It is unknown if some of the drains are oil-water separators. Drains were also observed in the truck wells. Concrete patched areas were observed in the former manufacturing area. It is unknown if the areas of patching were former machine pits.

- REC 2 According to municipal records, several underground storage tanks (USTs) were installed on Parcel A including: one 5- to 6,000-gallon gasoline UST in February 1955; one 1,000-gallon gasoline UST in February 1956; one 6,000-gallon heating oil UST in January 1957; one 12,000-gallon UST (contents unknown) in September 1962; one 12,000-gallon UST (contents unknown) in July 1963; one 20,000-gallon heating oil UST in October 1974; one 10,000-gallon gasoline UST in April 1981; and one 10,000-gallon diesel UST in April 1981. The locations of these USTs were not identified in the records and no records regarding removal were found, except for one 20,000-gallon heating oil UST, one 10,000-gallon diesel UST, and one 10,000-gallon gasoline UST, which were removed in July 1992. During its reconnaissance, AKT Peerless observed several cut off, metal pipes in the southeastern interior of Subject Building 1. The pipes were between two and three inches in diameter. It is unknown if these pipes are associated with abandoned USTs.
- REC 3 According to EGLE records, one 10,000-gallon gasoline UST and one 10,000-gallon diesel UST were removed from the western exterior of Subject Building 1 (known as "West Excavation") in July 1992. A confirmed release (C-1179-92) was reported in July 1992. Soil samples were collected from the bottom and sidewalls of the UST excavation. Concentrations of xylenes and acenaphthene were detected in an excavation sidewall soil sample collected from the west sidewall of the West Excavation; benzene, ethylbenzene, and xylenes were detected in a soil sample collected from the east sidewall of the West Excavation; and xylenes were detected in a soil sample collected from the middle of the east sidewall of the West Excavation. Benzene was detected in a groundwater sample collected during subsequent investigation activities.
- REC 4 According to municipal records, a permit for fuel or refuse burning equipment, dated May 1970, indicted one Plibrico Incinerator was installed by Dana Corp. Testing Division on Parcel A. AKT Peerless did not observe an incinerator during its recent reconnaissance; however, no records regarding its removal were identified. Furthermore, the disposal practices of the incinerator ash are unknown.
- REC 5 A "S.W.I.M." Site Investigation Report for Center Line & Warren Facilities, dated November 2005, indicated dye testing was performed in several locations within Subject Building 1, including a toilet, floor drain, and sink. Dye was observed to enter the sanitary sewer and flow to the storm sewer on E. Nine Mile Road. The health department concluded that all wastewater appeared to flow to a sanitary manhole, but then discharged into a storm manhole and correction was required. The property was occupied by Motor City Logistics, JMC Machinery, Machinery International, and R.T. Machining Sales. No further information regarding the investigation was provided and it is unknown if the improper connections were corrected.
- **REC 6 -** AKT Peerless observed four pad-mounted transformers near the west-central exterior of Subject Building 1. The transformers were not connected and were not in use. The ownership of the transformers was not determined. Staining was observed on the concrete below the northernmost transformer. It is unknown if the transformers contain polychlorinated biphenyls (PCBs).
- REC 7 AKT Peerless observed evidence of areas apparently graded by non-natural causes (fill material) in the western portion of Parcel A. Fill material appears to have been used to raise and level areas of Parcel A for the use of vehicle and trailer transportation and storage. AKT Peerless observed an area of staining and/or grading on the southeastern portion of Parcel A on the 1956, 1967, and 1972 aerial photographs and on the western portion on the 1972 photograph. A potential exists for fill material to have been placed on the subject property for grading/leveling purposes.

REC 8 - A rail spur is evident on the eastern portion of Parcel A stemming from a rail line along the eastern property boundary. The rail spur is also depicted beginning on the 1952 aerial photograph. Potential concerns typically associated with railroads and rail spurs include the use of fill materials as ballast to support the ties and rails, the use of dust control agents and herbicides, and leaks or spills of hazardous materials or petroleum products.

The Phase I ESA identified the following historical RECs (HRECs) in connection with the subject property:

- HREC 1 One 20,000-gallon fuel oil UST was removed from the eastern exterior of Subject Building 1 (known as the "East Excavation") in July 1992. A confirmed release was reported from the heating oil UST in August 1992. The samples from the East Excavation were submitted for laboratory analysis of benzene, toluene, ethylbenzene, and xylenes (BTEX) and PNAs. Concentrations of target parameters were below the laboratory analytical method detection limits (MDLs).
- HREC 2 One 10,000-gallon gasoline UST and one 10,000-gallon diesel UST were removed from the western exterior of Subject Building 1 (known as "West Excavation") in July 1992. A confirmed release (C-1179-92) was submitted in July 1992. The samples from the West Excavation were submitted for laboratory analysis of BTEX, PNAs, and lead. Concentrations of target parameters were below the residential Tier I cleanup levels established at that time and the release was closed in February 1996 under an unrestricted Tier I residential closure via lack of an audit of corrective action by EGLE.

2.2.2 AKT Peerless December 2022 Phase II ESA

To further evaluate the RECs identified in the September 2022 Phase I ESA and preliminarily evaluate potential due care obligations, AKT Peerless conducted a subsurface investigation of the subject property in December 2022 and January 2023 that included: (1) a targeted geophysical survey; (2) the advancement of 24 soil borings; (3) the installation of one temporary groundwater monitoring well; (4) the installation of 12 permanent sub-slab Vapor Pin™ soil gas monitoring points; and (5) the collection of 28 soil samples, 12 soil gas samples and one groundwater sample. The soil samples were submitted for laboratory analysis of volatile organic compounds (VOCs), PNAs, PCBs, Michigan 10 Metals (i.e., arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc), hexavalent chromium, and/or fine and coarse lead fraction. The groundwater sample was submitted for laboratory analyses of VOCs, PNAs, and Michigan 10 Metals. The soil gas samples were submitted for VOCs.

On December 28, 2022, Ground Penetrating Radar Systems, LLC (GPRS) conducted targeted a geophysical survey of the certain exterior portions of the subject property using electromagnetic induction (EMI) and ground penetrating radar (GPR). The purpose of the geophysical survey was to identify abandoned USTs or UST cavities. The targeted geophysical survey identified four EMI anomalies near the western exterior of the subject building. Soil borings advanced near the anomalies did not reveal evidence of an abandoned UST or UST cavity. The targeted geophysical survey was limited by rebar concrete, snow piles, and exterior equipment.

On January 5 and 6, 2023, AKT Peerless advanced 24 soil borings at the subject property and collected 28 soil samples, one groundwater sample, and 12 soil gas samples for laboratory analyses. The analytical laboratory results indicated the following:

 Concentrations of metals (i.e., arsenic, total chromium, coarse fraction lead, fine fraction lead, mercury, and selenium) were detected in the soil samples above the EGLE Generic Residential

- Drinking Water Protection (DWP), Direct Contact (DC), and/or Groundwater Surface Water Interface Protection (GSIP) Cleanup Criteria. Remaining metals were either not detected in the soil at concentrations above the laboratory analytical MDLs or were below EGLE Generic Residential Cleanup Criteria (RCC).
- Trichloroethylene, a VOC, was detected in two soil samples (AKT-16, 0.5-2' and AKT-23, 6-8')
 above EGLE Generic Residential DWP Cleanup Criteria. Remaining VOCs were either not detected
 in soil samples above laboratory analytical MDLs or were below EGLE Generic RCC.
- PCBs (total) were either not detected in soil samples above laboratory analytical MDLs or were below EGLE Generic RCC.
- Concentrations of PNAs were detected in the groundwater sample above EGLE Generic
 Residential Drinking Water (DW), Groundwater Surface Water Interface (GSI), and/or
 Groundwater Volatilization to Indoor Air Inhalation (GVIAI) Cleanup Criteria. Remaining PNAs
 were either not detected in the groundwater sample above laboratory analytical MDLs or were
 below EGLE Generic RCC. The concentrations of PNAs were also identified above their respective
 Water Solubility Screening Levels.
- cis-1,2-Dichloroethylene and trichloroethylene were detected in two soil gas samples above Non-Residential Volatilization to Indoor Air Pathway (VIAP) Screening Levels. Remaining VOCs were either not detected in the soil gas samples above laboratory analytical MDLs or were below the screening levels utilized for comparison. The VIAP Screening Levels have not been adopted as Site-Specific Criteria for the subject property.

Summary of EGLE RCC Exceedances

Hazardous Substance	CAS#	Hazardous Substance	CAS#
Arsenic	7440-38-2	Benzo(b)fluoranthene	205-99-2
Chromium (total)	7440-47-3	Benzo(g,h,i)perylene	191-24-2
Coarse Fraction Lead	PB_COARSE	Benzo(k)fluoranthene	207-08-9
Fine Fraction Lead	PB_FINE	Chrysene	218-01-9
Mercury (total)	7439-97-6	Dibenzo(a,h)anthracene	53-70-3
Selenium	7782-49-2	Fluoranthene	206-44-0
Trichloroethylene	79-01-6	Indeno(1,2,3-cd)pyrene	193-39-5
Benzo(a)anthracene	56-55-3	Phenanthrene	85-01-8
Benzo(a)pyrene	50-32-8	Pyrene	129-00-0

BROWNFIELD PLAN | 12350 E. NINE MILE ROAD, WARREN, MI REVISION DATE: AUGUST 21, 2024

Summary of Soil Analytical Results

Parameter	Chemical Abstract Service (CAS) Number	Sample Identification with Criteria Exceedance (depth)	EGLE Part 201 Residential Criteria Exceeded/Established Criteria (µg/kg)	Maximum Concentration (μg/kg)/Sample Location
Arsenic	7440-38-2	AKT-3 (2-4'), AKT-4 (0.5-1'), AKT-4 (2-3'), AKT-5 (0.5-1'), AKT-6 (3-4'), AKT-7 (3-4'), AKT-11 (1-3')	DWP / 4,600 GSIP / 4,600 DC / 7,600	12,000 / AKT-4 (2-4')
Chromium (total)	7440-47-3	AKT-4 (2-3'), AKT-5 (0.5-1'), AKT-7 (3-4')	GSIP / 3,300	12,000 / AKT-7 (3-4')
Coarse Fraction Lead	PB_COARSE	AKT-3 (2-4')	DC / 400,000	820,000 / AKT-3 (2-4')
Fine Fraction Lead	PB_FINE	AKT-3 (2-4')	DC / 400,000	420,000 / AKT-3 (2-4')
Mercury (total)	7439-97-6	AKT-3 (0.5-1'), AKT-3 (2-4'), AKT-4 (2-3'), AKT-5 (0.5-1')	GSIP / 50	59 / AKT-4 (2-4')
Selenium	7782-49-2	AKT-1 (0.5-1'), AKT-2 (0.5-1'), AKT-3 (2-4'), AKT-4 (0.5-1'), AKT-4 (2-3'), AKT-5 (0.5-1'), AKT-6 (3-4'), AKT-8 (3-5'), AKT-9 (1-3'), AKT-10 (1-3'), AKT-11 (1-3'), AKT-12 (0.5-2'), AKT-14 (1-3'), AKT-15 (1-3'), AKT-17 (1-3'), AKT-19 (1-2'), AKT-20 (1-2'), AKT-21 (1-2')	GSIP / 400	2,500 / AKT-8 (3-5')
Trichloroethylene	79-01-6	AKT-16 (0.5-2'), AKT- 23 (6-8')	DWP / 100	1,000 / AKT-23 (6-8')

Notes:

Sample identification: AKT-# indicates soil boring and (#-#) indicates sample depth in feet.

μg/kg – micrograms per kilogram

DWP - Drinking Water Protection Criteria

GSIP – Groundwater Surface Water Interface Protection Criteria

DC - Direct Contact Criteria

Summary of Groundwater Analytical Results

Parameter	CAS Number	Sample Identification with Criterla Exceedance (screen depth)	EGLE Part 201 Residential Criteria Exceeded/Established Criteria (μg/L)	Maximum Concentration (μg/L)/Sample Location
Benzo(a) anthracene	56-55-3	AKT-18W (4-9')	DW / 2.1	96 / AKT-18W (4-9')
Benzo(a)pyrene	50-32-8	AKT-18W (4-9')	DW / 5.0	140 / AKT-18W (4-9')
Benzo(b)fluoranthene	205-99-2	AKT-18W (4-9')	DW / 1.5	270 / AKT-18W (4-9')
Benzo(g,h,i)perylene	191-24-2	AKT-18W (4-9')	DW / 1.0	33 / AKT-18W (4-9')
Benzo(k)fluoranthene	207-08-9	AKT-18W (4-9')	DW / 1.0	45 / AKT-18W (4-9')
Chrysene	218-01-9	AKT-18W (4-9')	DW / 1.6	140 / AKT-18W (4-9')
Dibenzo(a,h)anthracene	53-70-3	AKT-18W (4-9')	DW / 2,0	8.2 / AKT-18W (4-9')
Fluoranthene	206-44-0	AKT-18W (4-9')	GSI / 1.6	160 / AKT-18W (4-9')
Indeno(1,2,3-cd)pyrene	193-39-5	AKT-18W (4-9')	DW / 2.0	60 / AKT-18W (4-9')
Phenanthrene	85-01-8	AKT-18W (4-9')	DW / 52 GSI / 2.0	81 / AKT-18W (4-9')
Pyrene	129-00-0	AKT-18W (4-9')	DW / 140 GVIAI / 140	150 / AKT-18W (4-9')

Notes:

Sample identification: AKT-# indicates soil boring and (#-#) indicates screen depth in feet.

μg/L – micrograms per liter

DW - Drinking Water Criteria

GSI - Groundwater Surface Water Interface Criteria

GVIAI - Groundwater Volatilization to Indoor Air Inhalation Criteria

The subject property meets the definition of a "facility" as defined by Part 201 of NREPA. Refer also to Attachment E Table 1 and Table 2 for a summary of hazardous substances detected at the subject property and a comparison to EGLE Part 201 Generic RCC.

Refer to Attachment D, Figure 2 for a Sample Location Map, Figure 3 for a Site Map with Soil Analytical Results Exceeding EGLE RCC, and Figure 4 for a Site Map with Groundwater Analytical Results Exceeding EGLE RCC. Refer to Attachment E Table 1 for a summary of soil analytical results and Attachment E Table 2 for a summary of groundwater analytical results.

2.2.3 AKT Peerless' 2023 Asbestos and Hazardous Materials Pre-Renovation Verification Survey

AKT Peerless was retained to conduct a limited Asbestos and Hazardous Materials Pre renovation Verification Survey of the structure located at 12350 E. Nine Mile Road. The purpose of the survey was to the location of ACMs that will require special handling procedures or removal activities before general

building renovation. The following sections of this report summarize the findings of the Asbestos Survey. Please refer to Attachment F for the Homogenous Area Summary, Functional Space Inventory and Bulk Sample Summary Results of the Asbestos Survey.

Summary of Identified Asbestos Containing Materials

HA#	Material Description	Material Location	Category	Approx. Quantity
1	0-2" Pipe Insulation	Throughout	TSI	5,450 LF
2	2-4" Pipe Insulation	Throughout	TSI	10,000 LF
3	>4" Pipe Insulation	Throughout	TSI	2,200 LF
4	0-2" Pipe Fittings	Throughout	TSI	370 LF
5	2-4" Pipe Fittings	Throughout	TSI	390 LF
6	>4" Pipe Fittings	Throughout	TSI	35 LF _
7	*Fire Door*	Throughout	мм	30 Doors
8	Window Glaze (7'x12' Multi Pain Windows)	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS- 8;FS-9;FS-10;FS-11;FS-12;FS-13;FS- 14;FS-15;FS-16;FS-17;FS-18;FS-19;FS- 20;FS-21	MM	700 Windows
10	*Old Switch Boxes*	FS-2;FS-3;FS-4;FS-6;FS-7;FS-17	MM	15 Switch Boxes
14	Gray and Tan 9" Floor Tile w/ Mastic	FS-27	ММ	100 SF
15	12" Medium Hole Ceiling Tile w/ Glue Pods	FS-27;FS-28;FS-29;FS-31;FS-35;FS- 36;FS-37;FS-38;FS-39;FS-41;FS-42;FS- 44	SM	3,600 SF
17	12" Smooth Ceiling Tile w/ Glue Pods	FS-27	SM	15 SF
19	Mastic on Flooring FS-1	FS-1	мм	Heavy Mastic Covers >1,000 SF; Residual Spots >10,000 SF
32	Rectangle Multi Pan Window Glaze	FS-31;FS-37;FS-38;FS-44;FS-49;FS-51	MM	7 Windows
38	Carpet Adhesive and Mastic	FS-34	MM	700 SF
39	9" Tan Floor Tile w/ Mastic	FS-29;FS-36;FS-37;FS-38;FS-39;FS- 43;FS-44;FS-45;FS-47;FS-48;FS-49;FS- 50;FS-51	MM	3,950 SF

HA#	Material Description	Material Location	Category	Approx. Quantity
50	Window Frame Caulk	FS-Exterior	MM	10 Windows
54	Transite Panels	FS-Exterior (Mechanical Room)	MM	15 Panels
57	*Roofing*	FS-Exterior	ММ	200,000 SF

HA=Homogeneous Area FS=Functional Space SF=Square Feet LF = Linear Feet

AKT Peerless conducted an inspection of the building to identify the existence of potentially hazardous materials and/or waste-like materials that may require removal and disposal, or other special considerations, before building renovation occurs.

No intrusive investigation or use of remote sensing equipment was used, no sampling of other hazardous materials was performed.

The building was inspected for potential hazardous materials such as PCB or oil containing light ballasts, batteries, chlorofluorocarbon-containing equipment, smoke detectors, exit signs, and mercury light tubes and switches. The survey of lighting/alarm systems comprised a visual inspection of the exterior of accessible emergency, light and exit sign fixtures, panels or components for possible PCB-containing ballast systems, mercury vapor lighting fixtures, batteries, or other hazardous materials. If present, significant areas of oil-staining were also noted. No intrusive examination or contact with manufacturers, sample collection, or testing of this equipment was performed. Since the electrical power was on during the inspection, all light ballasts were assumed to contain PCBs. No sampling of any hazardous component materials was performed.

An inventory of hazardous/universal waste materials and containers is included in Attachment G.

Eight (8) liquid-filled transformers were identified during this survey. At the client's direction, AKT Peerless collected four (4) dielectric fuel samples from the 4 transformers located outside the facility for polychlorinated biphenyl (PCB) analysis. The transformers were spray-painted with the sample identification number. The PCB levels of the transformers are presented ion the following table:

Transformer Number	sformer Number PCB Results (ppm)*	
1	1,5	
2	3.4	
3	13.6	
4	16.2	

^{*}parts per million (units converted from ug/kg in lab report)

^{*}Assumed Asbestos Containing Material*

2.3 Summary of Eligible Activities and Description of Costs (Section 13 (2)(a),(b))

The "eligible activities" that are intended to be carried out at the subject property are considered "eligible activities" as defined by Sec 2 of Act 381, because they include Predevelopment activities (Phase I ESA, Phase II ESAs, and BEA), due care compliance activities, select interior demolition, lead, asbestos and mold survey and abatement, and the development, preparation and implementation of a Brownfield Plan as further described in Attachment C, Table 1.

Predevelopment and due care compliance activities are considered "Department Specific Activities" per Michigan Public Act 471 of 2016. A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the subject property are shown in the table below.

Estimated Cost of Reimbursable Eligible Activities

Description of Eligible Activity		Estimated Cost	
1.	Predevelopment Activities	\$	61,350
2.	Due Care Compliance Activities	\$	482,899
3.	Demolition Activities	\$	25,000
4.	Lead, Asbestos, and/or Mold Activities	\$	465,500
Sı	Subtotal Environmental & Non-Environmental Eligible Activities		1,034,749
5.	Brownfield Plan Preparation and Implementation	\$	65,000
To	Total Eligible Activities Cost		1,099,749
6.	BRA Administration Fee 10%	\$	200,841
7.	Local Brownfield Revolving Fund (LBRF) 10% + 5 years*	\$	506,980
To	Total Eligible Costs for Reimbursement		1,807,571

^{*}LBRF deposits will be made in accordance with Act 381.

A detailed breakout of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the subject property is shown in Attachment C, Table 1.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the subject property will be captured by the Authority and used to reimburse the cost of the eligible activities completed on the subject property after approval of this Brownfield Plan and an associated Reimbursement Agreement.

The costs listed in the table above are the costs that have been incurred by the developer. The developer is seeking approval for a look-back of previously incurred activities at the subject property. The cost of those eligible activities encompassed by this Brownfield Plan that will qualify for reimbursement from tax increment revenues of the Authority from the subject property shall be governed by the terms of a Reimbursement Agreement with the Authority (the "Reimbursement Agreement"). No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement. Contingency is not being requested as part of the Plan because the costs incorporated herein are the actual expenses incurred to remediate and abate the property.

Local tax increment revenues will first be used to pay or reimburse administrative expenses, second to fund the LBRF and lastly to repay Developer eligible activities, described in the table above.

2.4 Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13 (2)(c)); Impact of Tax Increment Financing On Taxing Jurisdictions (Section 13 (2)(g), Section 2(ss))

This Brownfield Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Brownfield Plan in accordance with the Reimbursement Agreement. A table of estimated tax increment revenues to be captured is attached to this Brownfield Plan as Attachment C, Table 2. Tax increment revenue capture is expected to begin in 2024.

The total estimated cost of the eligible activities and other costs (including administrative fees, and LBRF deposits) to be reimbursed through the capture of tax increment revenue is projected to be \$1,807,571. The estimated effective initial taxable value for this Brownfield Plan is \$1,484,504 and is based on land and real property tax only. The initial taxable value of \$1,474,504 is set in 2024, the year in which the eligible property was included in this plan. Redevelopment of the subject property is expected to initially generate incremental taxable value in 2025 with the first significant increase in taxable value of approximately \$3,035,455.

It is estimated that the Authority will capture the 2025 through 2045, inclusive, tax increment revenues to reimburse the cost of the eligible activities, the LBRF, and pay Authority administrative fees. An estimated schedule of tax increment revenue reimbursement is provided as Attachment C, Table 3.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the subject property and the actual millage rates levied by the various taxing jurisdictions during each year of the plan, as shown in Attachment C, Tables 2 and 3. The actual tax increment revenues captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions.

2.5 Plan of Financing (Section 13 (2)(d)); Maximum Amount of Indebtedness (Section 13 (2)(e))

Eligible activities are to be financed by the Developer. The Authority will reimburse the Developer for the cost of approved eligible activities, but only from tax increment revenues generated from the subject property as available, and subject to the Reimbursement Agreement and Development Agreement.

All reimbursements authorized under this Brownfield Plan shall be governed by the Reimbursement Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Brownfield Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Brownfield Plan is intended to authorize the Authority to fund such reimbursements. The inclusion of eligible activities and costs to be reimbursed in this Brownfield Plan does not obligate the Authority to fund any reimbursement or to enter into the Reimbursement Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Brownfield Plan, or which are permitted to be reimbursed under this Brownfield Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Brownfield Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Brownfield Plan, will be provided solely under the Reimbursement Agreement contemplated by this Brownfield Plan.

2.6 Duration of Brownfield Plan (Section 13 (2)(f))

Current tax capture projections indicate the tax increment capture will continue for 21 years. In no event shall the duration of the Brownfield Plan exceed 35 years following the date of the resolution approving the Brownfield Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Brownfield Plan.

2.7 Effective Date of Inclusion in Brownfield Plan

The subject property will become a part of this Brownfield Plan on the date this Brownfield Plan is approved by the City of Warren City Council. The date of tax capture shall commence during the year construction begins or the immediately following year—as increment revenue becomes available— but the beginning date of tax capture shall not exceed five years beyond the date of the governing body resolution approving the Brownfield Plan, as amended.

2.8 Displacement/Relocation of Individuals on Eligible Property (Section 13 (2)(i-i))

There are no persons or businesses residing on the Eligible Property, and no occupied residences will be acquired or cleared; therefore, there will be no displacement or relocation of persons or businesses under this Brownfield Plan.

2.9 Local Brownfield Revolving Fund ("LBRF") (Section 8, Section 13(2)(m))

The Authority has established a Local Brownfield Revolving Fund ("LBRF"). The Authority will capture incremental local and state school taxes to fund the LBRF, to the extent allowed by law. The rate and schedule of incremental tax capture for the LBRF will be determined on a case-by-case basis. Considerations may include, but not be limited to the following: total capture duration, total annual capture, project economic factors, level of existing LBRF funding, projected need for LBRF funds, and amount of school tax capture available in accordance with Act 381. The City of Warren Brownfield Redevelopment Authority collects 10% LBRF over the life of the Plan with an additional five years of capture to the LBRF after the developer has been repaid.

The amount of tax increment revenue authorized for capture and deposit in the LBRF is estimated at \$506,980

2.10 Other Information

The tax capture breakdown of tax increment revenues anticipated to become available for use in this Brownfield Plan, if all eligible activities, contingency and interest are reimbursed, is summarized below.

There are 38.9612 non-homestead mills available for capture. The requested tax capture for environmental and non-environmental eligible activities breaks down as follows:

Tax Capture

State to Local Tax Capture	Eligible Activities, Interest, Contingency	
Local-Only tax capture	\$1,099,749	
Total	\$1,099,749	

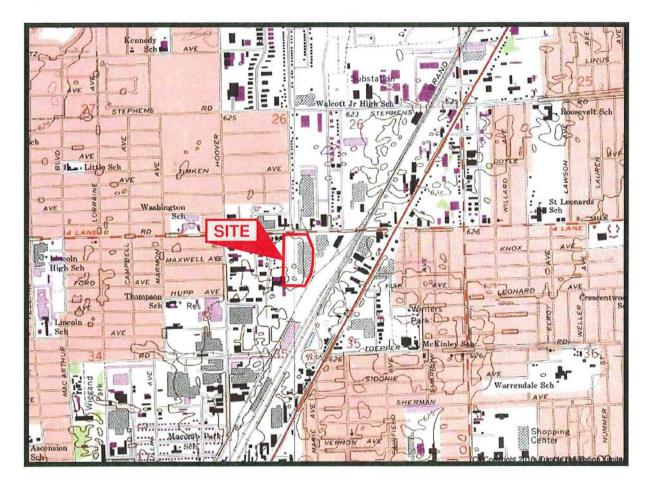
Attachments

Attachment A Site Maps and Photographs

- Figure 1 Scaled Property Location Map
- Site Photographs
- Alta Survey

GROSSE POINTE QUADRANGLE

MICHIGAN - MACOMB COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)



T.1 N.-R.12 E.

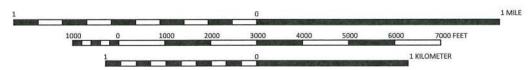


IMAGE TAKEN FROM 1968 U.S.G.S. TOPOGRAPHIC MAP PHOTOREVISED 1983





TOPOGRAPHIC LOCATION MAP

12350 E. NINE MILE ROAD WARREN, MICHIGAN PROJECT NUMBER: 17495F2-2-20 DRAWN BY:

OGO

DATE:

01/18/2023

FIGURE 1



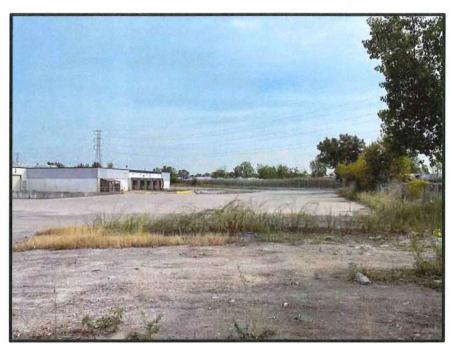
PARCEL A - SUBJECT BUILDING 1, FACING WEST



PARCEL A, FACING SOUTH



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



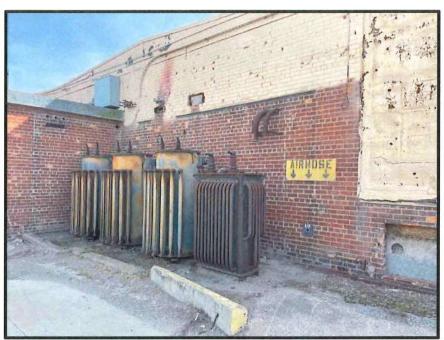
PARCEL A, FACING EAST



PARCEL A, FACING NORTH



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



PARCEL A, VIEW OF TRANSFORMERS WITH STAINING NEAR WESTERN EXTERIOR OF SUBJECT BUILDING 1



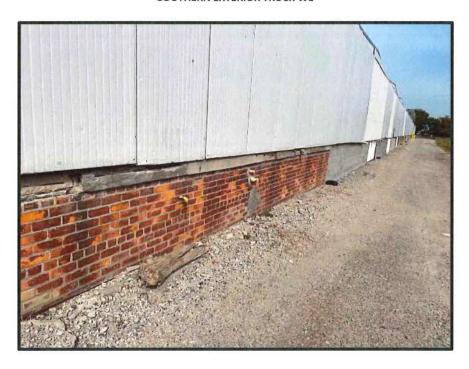
PARCEL A, ABOVEGROUND DIESEL STORAGE TANK (~500-GALLON)
OBSERVED NEAR WESTERN EXTERIOR OF SUBJECT BUILDING 1



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



PARCEL A, SUBJECT BUILDING 1 EXTERIOR SOUTHERN EXTERIOR TRUCK WE



PARCEL A, SUBJECT BUILDING 1 EXTERIOR VIEW OF SUSPICIOUS PIPING



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



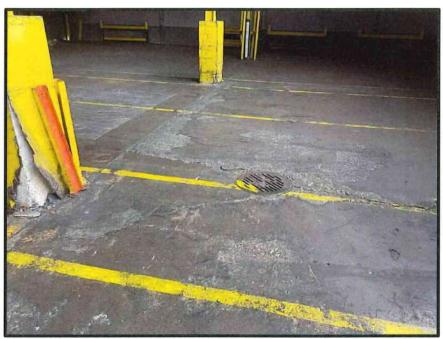
PARCEL A - SUBJECT BUILDING 1 INTERIOR
TYPICAL VIEW OF OFFICE AREA



PARCEL A – SUBJECT BUILDING INTERIOR TYPICAL VIEW OF MANUFACTURING AREA



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



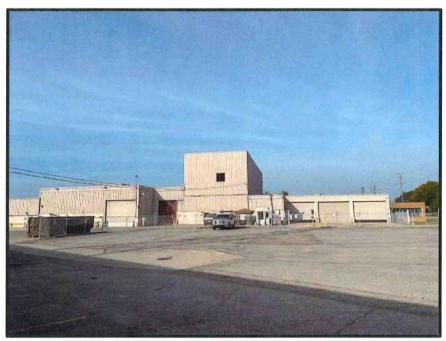
PARCEL A – SUBJECT BUILDING 1 INTERIOR
TYPICAL VIEW OF FLOOR DRAIN



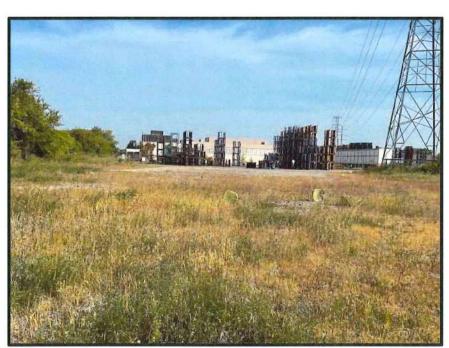
PARCEL A – SUBJECT BUILDING 1 INTERIOR SUSPICIOUS PIPING



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



PARCEL B, SUBJECT BUILDING 2 EXTERIOR TYPICAL VIEW OF PARCEL B FACING WEST



PARCEL B, SUBJECT BUILDING 2 EXTERIOR TYPICAL VIEW OF PARCEL B FACING NORTH



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



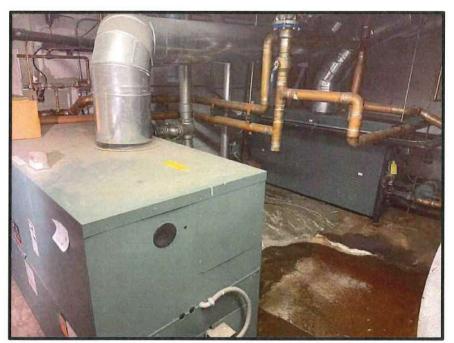
PARCEL B – SUBJECT BUILDING 2 INTERIOR
TYPICAL VIEW OF WAREHOUSE / MANUFACTURING AREA



PARCEL B – SUBJECT BUILDING 2 INTERIOR TRYPICAL VIEW OF OFFICE AREA



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



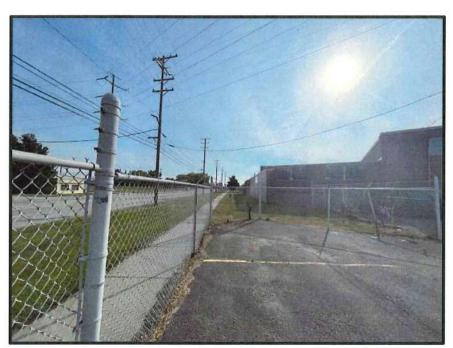
PARCEL B – SUBJECT BUILDING 2 INTERIOR TYPICAL VIEW OF BOILER ROOM



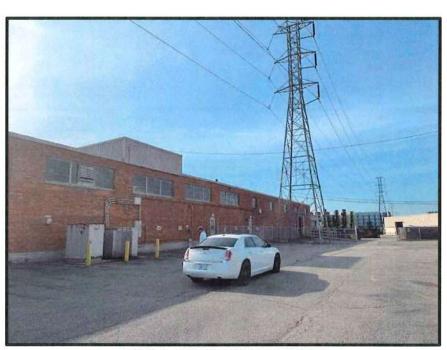
PARCEL B – SUBJECT BUILDING 2 INTERIOR
TYPICAL VIEW OF STAINING/ CONCRETE PATCHING THROUGHOUT



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



PARCEL B – SUBJECT BUILDING 3 EXTERIOR TYPICAL VIEW OF PARCEL B FACING WEST



PARCEL B – SUBJECT BUILDING 3 EXTERIOR TYPICAL VIEW OF PARCEL B FACING SOUTHEAST



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



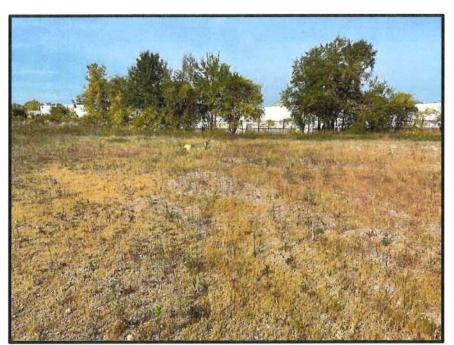
PARCEL B – SUBJECT BUILDING 3 INTERIOR TYPICAL VIEW OF WAREHOUSE AREA



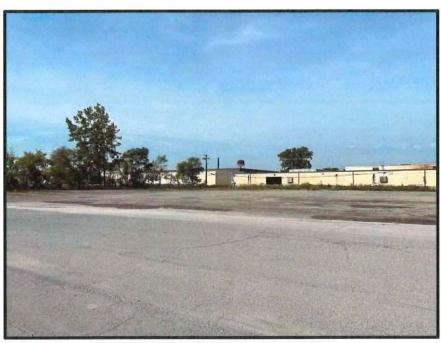
PARCEL B – SUBJECT BUILDING 3 INTERIOR VIEW OF CHEMICAL STORAGE PENDING OFFSITE DISPOSAL



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



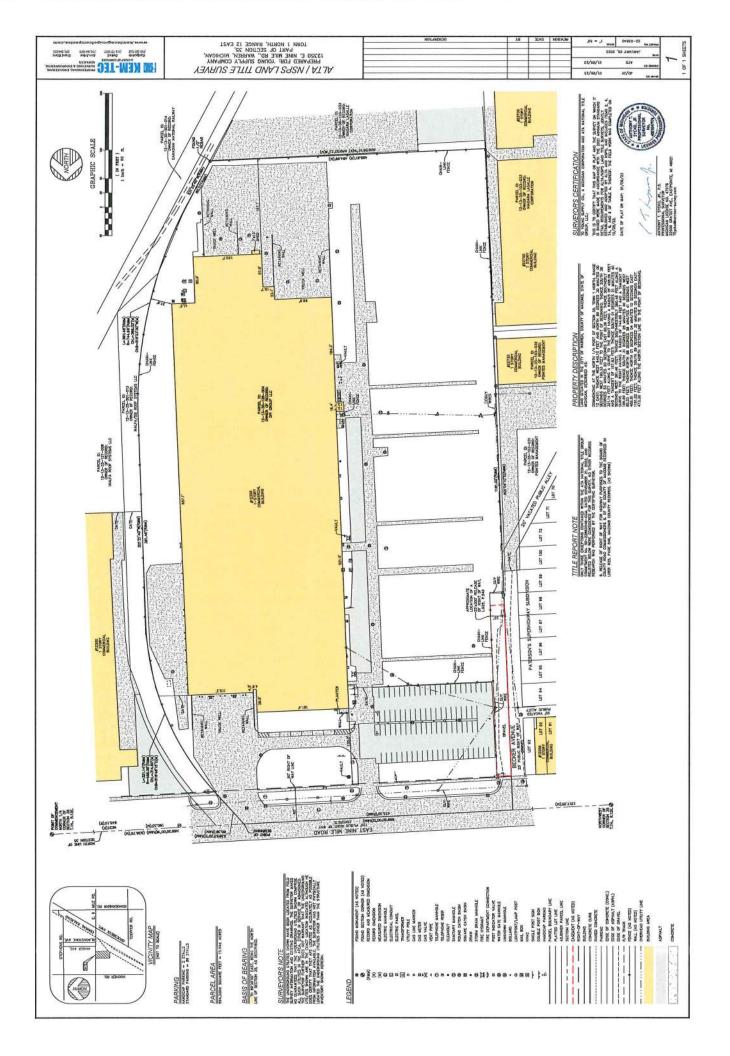
SOUTHERN ADJOINING PROPERTY



SOUTHWESTERN ADJOINING PROPERTY



12350 and 12500 E. Nine Mile Road Warren, Michigan TAKEN BY: CTJ DATE: 09/20/2022



Attachment B Legal Description

12350 9 MILE WARREN, MI 48089 (Property Address)

5 Images / 1 Sketch

Parcel Number: 12-13-35-126-004

Item 1 of 6



Property Owner: IX MILE ROAD LLC

Summary Information

- > Commercial/Industrial Building Summary
 - Yr Built: 1947 # of Buildings: 2
 - Total Sq.Ft.: 210,567
- > 2 Special Assessments found
- > 25 Building Department records found
- > Assessed Value: \$2,096,530 | Taxable Value: \$1,474,504
- > Property Tax information found

Owner and Taxpayer Information

Owner

IX MILE ROAD LLC 52000 SIERRA DRIVE CHESTERFIELD, MI 48047 Taxpayer

SEE OWNER INFORMATION

General Information for Tax Year 2023

Property Class	301 INDUSTRIAL-IMPROVED	Unit	12 CITY OF WARREN
School District	VAN DYKE PUBLIC SCHOOLS	Assessed Value	\$2,096,530
Notes	No Data to Display	Taxable Value	\$1,474,504
PP CLASS / YEAR	351	State Equalized Value	\$2,096,530
NOTES	Not Available	Date of Last Name Change	03/24/2023
BUSINESS TYPE	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
NOTES	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date

03/01/1994

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$2,062,710	\$2,062,710	\$1,404,290
2021	\$1,937,370	\$1,937,370	\$1,359,429
2020	\$1,775,170	\$1,775,170	\$1,340,660

Land Information

Zoning Code	MZ	Total Acres	15.295	
Land Value	\$782,920	Land Improvements	\$49,875	
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display	
ECF Neighborhood	IMFL3 Large Ind.	Mortgage Code	No Data to Display	
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No	

Lot(s) Frontage Depth

No lots found.

Total Frontage: 0.00 ft

Average Depth: 0.00 ft

Legal Description

T1N,R12E, SEC 35 COMM AT N 1/4POST SEC 35; TH W 645.10 FT & N89*30'W 190.33 FT TO PT OF BEG; TH S38*53'20"E 80.39 FT; TH SLY 321.14 FT ALG A CURVE TO RIGHT WITH 458.06 FT RADIUS & TANGENT OF 167.83 FT; TH S01*21'40"W 361.46 FT; TH SWLY 390.48 FT ALG A CURVE TO RIGHT WITH 744.66 FT RADIUS & TANGENT OF 199.99 FT; TH S31*25'40"W 85.23 FT; TH N88*56'41"W 485.18 FT; TH N01*04'10"E 1161.02 FT; TH S89*30'E 473.30 FT ALG N SEC LINE TO PT OF BEG. 15.947 AC. 15.30 net w/o road

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
03/10/2023	\$8,425,000.00	WD	DPI GROUP LLC	IX MILE ROAD LLC	03-ARM'S LENGTH	29043/354
11/07/2008	\$3,000,000.00	WD	MANCHESTER WARREN INVESTMENTS LLC	DPI GROUP LLC	03-ARM'S LENGTH	19566/6
03/17/2008	\$1,900,000.00	QC	CITIZENS BANK	MANCHESTER WARREN INVESTMENTS LLC	33-TO BE DETERMINED	19376/980
09/30/2005	\$2,573,235.00	ОТН	CENTRAL WARREN	Republic Bank	33-TO BE DETERMINED	17206 408
08/01/1996	\$1,600,000.00	WD	LOREN HOUSTON	CENTRAL WARREN, L.L.C.	03-ARM'S LENGTH	7272/667
04/02/1981	\$2,000,000.00	LC	FALCON INVESTMENT COMPANY	LOREN W. HOUSTON	04-BUYERS INTEREST IN A LC	3321/933

Building Information - 208967 sq ft Warehouses - Storage (Commercial)

Floor Area	208,967 sq ft	Estimated TCV	Not Available
Occupancy	Warehouses - Storage	Class	C
Stories Above Ground	1	Average Story Height	16 ft
Basement Wall Height	Not Available	Identical Units	Not Available
Year Built	1947	Year Remodeled	1961
Percent Complete	100%	Heat	Space Heaters, Gas with Far
Physical Percent Good	37%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	47 yrs

Building Information - 1600 sq ft Warehouses - Storage (Commercial)

Floor Area	1,600 sq ft	Estimated TCV	Not Available
Occupancy	Warehouses - Storage	Class	C
Stories Above Ground	1	Average Story Height	16 ft
Basement Wall Height	Not Available	Identical Units	Not Available
Year Built	1972	Year Remodeled	No Data to Display
Percent Complete	100%	Heat	Space Heaters, Gas with Fan
Physical Percent Good	41%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	39 yrs

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Attachment C

Tables

- Table 1 Eligible Activities
- Table 2 Tax Increment Revenue Estimates
- Table 3 Reimbursement Allocation Schedule

Table 1. Eligible Activities

IX Mile LLC 12350 E Nine Mile Warren MI

AKT Peerless Project No. 17495f3-2-25

As of March 20, 2023

						1	Estimated		
						- 7	Cost of		
					El	gibl	le Activity	Lo	cal-Only TI
Predevelopment Activities			1			\$	61,350	\$	61,350
						\$		\$	
Due Care Compliance Activities	7			-			482,899	-	482,89
TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES						\$	544,249	\$	544,24
Demolition Activities						\$	25,000	\$	25,00
Lead, Asbestos, and/or Mold Activities						\$	465,500	\$	465,50
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES						\$	490,500	\$	490,50
Total Environment	al and No	n-Environme	ental Eligib	le /	Activities	\$	1,034,749	\$	1,034,749
Brownfield Plan & Act 381 WP Preparation						\$	15,000	\$	15,00
Brownfield Plan & Act 381 WP Implementation						\$	50,000	\$	50,00
	R. F	Total El	igible Acti	vit	ies Cost		1,099,749	_	1,099,749
BRA Administration Fee						\$	200,841	\$	200,84
Local Brownfield Revolving Fund (LBRF)						\$	506,980	\$	506,98
Estat Browning a Action of France	Total F	ligible Costs	for Reimi	2111	rsement		L,807,571	<u> </u>	1,807,571
		Вине		اده					
ELIGIBLE ACTIVITIES COST DETAIL					Cost/				
		# of Units	Unit Type		Unit	Est	t. Total Cost		Local-Only
Predevelopment Activities									
Phase I ESA Reliance Letter		1	LS	\$	500	100	500		Local-Only
Phase II ESA		1	LS	\$	45,600	\$	45,600		Local-Only
BEA		1	LS	\$	3,000	\$	3,000		Local-Only
Asbestos and Hazardous Materials Survey	subtotal	1	LS	\$	12,250	\$	12,250		Local-Only
Due Care Compliance Activities	Suptotui					Þ	61,350	1	
Due Care Compliance Analysis		1	LS	\$	3,500	\$	3,500	l	Local-Only
Supplemental Soil Gas Testing & Pressure Field Extension Testing	,	1	LS	\$	60,000	\$	60,000		Local-Only
Vapor Milgation System (VMS) Design and Installation Plan	K	1	LS	\$	5,500	\$	5,500		Local-Only
VMS Installation		1	LS	\$	300,000	\$	300,000		Local-Only
VMS Post-Installation Start-Up Testng and System Monitoring		1	LS	\$	25,000	\$	25,000		Local-Only
O&M Plan and Due Care Reporting		1	LS	\$	15,000	\$	15,000		Local-Only
PCB Tranformer Removal		1	LS	\$	44,569	\$	44,569		Local-Only
PCB Transformer Disposal		1	LS	\$	29,330	\$	29,330		Local-Only
	subtotal					\$	482,899		ACAMACA A TAMBU A TAMBU
Demolition Activities									
Select Interior Demolition		1	LS	\$	25,000	\$	25,000		Local-Only
	subtotal		100000			\$	25,000	ř	
					440				
Asbestos Activities				\$	418,000	\$	418,000		Local-Only
Asbestos Abatement		1	LS			(5)	- mark Endamenter		
Asbestos Activities Asbestos Abatement Abatement Oversight, Air Monitoring and Project Management		1	LS	\$	47,500	\$	47,500		Local-Only
Asbestos Abatement Abatement Oversight, Air Monitoring and Project Management	subtotal					(5)	- mark Endamenter		Local-Only
Asbestos Abatement Abatement Oversight, Air Monitoring and Project Management Brownfield Plan & Act 381 Work Plan	subtotal	1	LS	\$	47,500	\$	47,500 465,500		Local-Only Local-Only
Asbestos Abatement Abatement Oversight, Air Monitoring and Project Management	subtotal					\$ \$	47,500	\$	Local-Only



65,000

subtotal

Table 2. Tax Increment Revenue Estimates
IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 11495f9-2-25
As of March 20, 2023

	Pla	Plan Year	1	2	3	4	5	9	7	00	6	10	п	12	13	14
	Calendar Year	ar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
2 /000/ /T. 20 4 200	Initial Taxable Value \$ 1,474,504 \$ 1,474,504	Value \$	1,474,504	1,474,504 \$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504				\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504	\$ 1,474,504
Incremental Diffs	Incremental Difference (New TV - Initial TV) \$ 1,560,951 \$ 1,636,837	ial TV) \$	1,560,951	\$ 1,636,837				\$ 1,959,835	\$ 2,045,693	\$ 2,133,698	\$ 2,223,903	\$ 2,316,363	\$ 2,411,135	\$ 2,508,276	\$ 2,607,846	\$ 2,709,904
Local Capture	Millage Rate															
Warren Operating	8.3263 Incren	Incremental \$	12,997	\$ 13,629	\$ 14,276	\$ 14,940	15,621	\$ 16,318	\$ 17,033	\$ 17,766	\$ 18,517	\$ 19,287	\$ 20,076	\$ 20,885	\$ 21,714	\$ 22,563
City Road Improv	2.0029 Incren	Incremental \$	3,126	\$ 3,278	\$ 3,434	\$ 3,594	1 \$ 3,758	\$ 3,925	\$ 4,097	\$ 4,274	\$ 4,454	\$ 4,639	\$ 4,829	\$ 5,024	\$ 5,223	\$ 5,428
EMS	0.2770 Incren	Incremental \$	432	\$ 453	\$ 475	\$ 497	7 \$ 520	\$ 543	\$ 567	\$ 591	\$ 616	\$ 642	\$ 668	\$ 695	\$ 722	\$ 751
Library	1.2687 Incren	Incremental \$	1,980	\$ 2,077	S	\$ 2,276	5 \$ 2,380	\$ 2,486	\$ 2,595	\$ 2,707	\$ 2,821	\$ 2,939	\$ 3,059	\$ 3,182	\$ 3,309	\$ 3,438
Sanitation	2.7750 Incren	Incremental \$	4,332	\$ 4,542	\$ 4,758	\$ 4,979	9 \$ 5,206	\$ 5,439	\$ 5,677	\$ 5,921	\$ 6,171	\$ 6,428	\$ 6,691	\$ 6,960	\$ 7,237	\$ 7,520
Act 345 Pol/Fire	4.9848 Incren	Incremental \$	7,781	\$ 8,159	\$ 8,547	\$ 8,944	1 \$ 9,352	692'6 \$	\$ 10,197	\$ 10,636	\$ 11,086	\$ 11,547	\$ 12,019	\$ 12,503	\$ 13,000	\$ 13,508
Police Operating	0.9289 Incren	Incremental \$	1,450	\$ 1,520	\$ 1,593	\$ 1,667	7 \$ 1,743	\$ 1,820	\$ 1,900	\$ 1,982	\$ 2,066	\$ 2,152	\$ 2,240	\$ 2,330	\$ 2,422	\$ 2,517
Fire Operating	0.9289 Incren	Incremental \$	1,450	\$ 1,520	\$ 1,593	\$ 1,667	7 \$ 1,743	\$ 1,820	\$ 1,900	\$ 1,982	\$ 2,066	\$ 2,152	\$ 2,240	\$ 2,330	\$ 2,422	\$ 2,517
Pilice & Fire Operating	4.9641 Incren	Incremental \$	7,749	\$ 8,125	S	\$	7 \$ 9,313	\$ 9,729	\$ 10,155	\$ 10,592	\$ 11,040	\$ 11,499	\$ 11,969	\$ 12,451	\$ 12,946	\$ 13,452
Recreation	0.9247 Incren	Incremental \$	1,443	\$ 1,514	\$ 1,586	\$ 1,659	9 \$ 1,735	\$ 1,812	\$ 1,892	\$ 1,973	\$ 2,056	\$ 2,142	\$ 2,230	\$ 2,319	\$ 2,411	\$ 2,506
Macomb County Operating	4.3200 Incren	Incremental \$	6,743	\$ 7,071	\$ 7,407	\$ 7,752	2 \$ 8,105	\$ 8,466	\$ 8,837	\$ 9,218	\$ 9,607	\$ 10,007	\$ 10,416	\$ 10,836	\$ 11,266	\$ 11,707
MCC Operating	1.4077 Incren	Incremental \$	2,197	\$ 2,304	\$ 2,414	\$ 2,526	5 \$ 2,641	\$ 2,759	\$ 2,880	\$ 3,004	\$ 3,131	\$ 3,261	\$ 3,394	\$ 3,531	\$ 3,671	\$ 3,815
Mac Int School	4.6300 Incren	Incremental \$	7,227	\$ 7,579		\$ 8,308	3 \$ 8,686	\$ 9,074	\$ 9,472	\$ 9,879	\$ 10,297	\$ 10,725	\$ 11,164	\$ 11,613	\$ 12,074	\$ 12,547
Macomb Veterans	0.0652 Incren	Incremental \$	102	\$ 107	\$ 112	\$ 117	7 \$ 122	\$ 128	\$ 133	\$ 139	\$ 145	\$ 151	\$ 157	\$ 164	\$ 170	5 177
Huron-Clinton Parks	0.2070 Incren	Incremental \$	323	\$ 339	\$	S	1 \$ 388	\$ 406	\$ 423	\$ 442	\$ 460	\$ 479	\$ 499	\$ 519	\$ 540	\$ 561
Smart	0.9500 Incren	Incremental \$	1,483	\$ 1,555	\$ 1,629	\$ 1,705	5 \$ 1,782	\$ 1,862	\$ 1,943	\$ 2,027	\$ 2,113	\$ 2,201	\$ 2,291	\$ 2,383	\$ 2,477	\$ 2,574
Local Total	38.9612															
Total Local Tax Increment Revenue Capture	ıre	s	\$ 718'09	\$ 63,773	\$ 66,804	\$ 69,910	\$ 73,094	\$ 76,358	\$ 79,703	\$ 83,131	\$ 86,646	\$ 90,248	\$ 93.941	\$ 97,725	\$ 101.605	\$ 105.581
			The state of the s			-	-			The state of the s		ı			1	н



20,001 395 818

19,038 \$ 19,514 \$ 2 376 \$ 386 \$ 779 \$ 799 \$

 14,879 \$ 14,872 \$ 15,244 \$ 15,625 \$ 16,016 \$ 16,416 \$ 16,827 \$ 17,247 \$ 17,678 \$ 18,120 \$ 18,573 \$

 287 \$ 294 \$ 301 \$ 309 \$ 317 \$ 325 \$ 333 \$ 341 \$ 349 \$ 358 \$ 367 \$

 594 \$ 609 \$ 624 \$ 639 \$ 655 \$ 672 \$ 672 \$ 689 \$ 706 \$ 723 \$ 741 \$ 760 \$

New TV S New TV S New TV S

on Debt/SF 4,7800 0.0945 0.1956 Total Non-Capturable Taxes 5.0701

Non-Capturable Millage Warren Con Debt/SF Zoo DIA

Table 2. Tax Increment Revenue Estimates
IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 17495f3-2-25
As of March 20, 2023

TOTAL	1				741,287	178,317	24,661	112,952	247,057	443,795	82,700	82,700	441,952	82,326	384,608	125,327	412,207	5,805	18,429	84,578		\$ 3,468,698	637,005	12.594	75.057
					(A)	*	45	s	45	45	S	w	45	S	·s	S	S	S	w	S		\$3	101	٧,	· v
30	2054	\$ 1,474,504	\$ 6,211,778	\$ 4,737,274	39,444	\$ 9,488	3 1,312	5 6,010	\$ 13,146	\$ 23,614	\$ 4,400	\$ 4,400	\$ 23,516	\$ 4,381	\$ 20,465	699'9	\$ 21,934	309	186 \$	\$ 4,500		\$ 184,570	29.692	587	1 1715
63	2053	\$ 1,474,504	\$ 6,060,271	\$ 4,585,767	38,182	9,185	1,270	5,818	12,726	22,859	4,260	4,260	22,764	122	19,811	6,455 \$	21,232	299	949	4,356		178,667	28,968	573	1 185
		\$ 1	\$ 6	\$ 4,	S	S	S	s	S	S	s	S	S	s	s	s	43	S	\$	s		s	v	S	·
-	2052	\$ 1,474,504	\$ 5,912,459	\$ 4,437,955	36,952	8,889	1,229	5,630	12,315	22,122	4,122	4,122		4,104	19,172	6,247	20,548	289	919	4,216		172,908	28.262	559	1156
			-57		1 5	\$ 0	\$ 6	7 \$	5 5	3 5	8	8	5 \$	\$ 0	\$ 6	4 \$	\$ 0	\$ 0	\$ 6	9 8		\$ 0	2 S	S	0
	2051	\$ 1,474,504	\$ 5,768,253	\$ 4,293,749	\$ 35,751	\$ 8,600	\$ 1,189	\$ 5,447	\$ 11,915	\$ 21,403	\$ 3,988	\$ 3,988	\$ 21,315	\$ 3,970	\$ 18,549	\$ 6,044	\$ 19,880	\$ 280	\$ 889	\$ 4,079		\$ 167,290	\$ 27,572	\$ 545	1 128
					08	1	1		25	1000		100	1000	0.00		CONTR		271	860				8	532	10
	2050	\$ 1,474,504	\$ 5,627,564	\$ 4,153,060	\$ 34,580	\$ 8,318	\$ 1,150	\$ 5,269	\$ 11,525	\$ 20,702	\$ 3,858	\$ 3,858	\$ 20,616	\$ 3,840	\$ 17,941	\$ 5,846	\$ 19,229	\$ 2	\$ 8	\$ 3,945		\$ 161,808	\$ 26,900	5	1 101
1					37	43	12		5.00									262	831	A		20	4	519	74
- Constitution	2049	\$ 1,474,504	\$ 5,490,306	\$ 4,015,802	33,437	\$ 8,043	\$ 1,112	\$ 5,095	11,144	\$ 20,018	\$ 3,730	\$ 3,730	\$ 19,935	\$ 3,713	\$ 17,348	\$ 5,653	\$ 18,593	\$ 2	\$ 8	\$ 3,815		\$ 156,460	26,244	10	1 074
					22	75	200		72 \$	200		82	1000	1	200	55 \$	100	253	804	688			2	506	18
-	2048	\$ 1,474,504	\$ 5,356,396	\$ 3,881,892	\$ 32,322	\$ 7,775	\$ 1,075	\$ 4,925	\$ 10,772	\$ 19,350	\$ 3,606	909'8 \$	\$ 19,270	\$ 3,590	\$ 16,770	\$ 5,465	\$ 17,973	5 2	\$ 80	\$ 3,61		\$ 151,243	\$ 25,604	5	1 048
1					34	13	39		10	66	85		22			81		245	111				79	494	22
	2047	\$ 1,474,504	\$ 5,225,753	\$ 3,751,249	31,234	5 7,513	1,039	4,759	10,410	18,699	3,485	3,485	18,622	3,469	16,205	5,281	17,368	2	7	3,564		146,153	24,979	4	1 022
			9		23	88	34 \$	\$ 86	\$ 99	54 5	\$ 99	\$ 99	\$ 68	51 \$	\$ 50	11 \$	\$ 8/	236 \$	750 \$	13 \$		37 \$	0	482 \$	9 799
	2046	\$ 1,474,504	\$ 5,098,295	\$ 3,623,791	30,173	7,258	1,004	4,598	10,056	18,064	3,366	3,366	17,989	3,351	15,655	5,101	16,778	. 23	75	3,443		\$ 141,187	24,370	48	9
					37	\$ 60	\$ 696	10	11	44	51 \$	51 \$	72 \$	36 \$	\$ 81	\$ 97	22	228 \$	724 \$	24 \$			72	470 \$	973
	2045	\$ 1,474,504	\$ 4,973,946	\$ 3,499,442	751,62	7,009	96	4,440	9,711	17,444	3,251	3,251	17,372	3,236	15,118	4,926	16,202			3,324		136,342	23,775	4	σ
			200		7 5	\$ 9	\$ 9	\$ 91	4 \$	\$ 6	8 \$	8 \$	\$ 6	4 \$	\$ \$	5 \$	1 5	\$ 0	\$ 6	\$ 6		9	9	5 6	0
	2044	\$ 1,474,504	4,852,631	\$ 3,378,127	28,127	992'9	936	4,286	9,374	16,839	3,138	3,138	16,769	3,124	14,594	4,755	15,641	220	669	3,209		131,616	23,196	459	949
			S		5 2	\$	3 \$	\$ 9	\$ 9	\$ 6	8 \$	8 \$	2 \$	\$ \$	2 \$	\$ 6	3 \$		5 \$	2 5		\$	\$	2 5	5
	2043	\$ 1,474,504	\$ 4,734,27	\$2,814,514 \$2,921,740 \$3,031,646 \$3,144,300 \$3,259,770	27,142	6,529	903	4,136	9,046	16,24	3,028	3,02	16,182	3,014	14,082	4,58	15,093		. 67	3,097	- 1	127,005	22,630		926
			94	8	000	88	11 \$	\$ 6	5 \$	\$ \$	11 \$	11 \$	\$ 60	\$ 8	3 \$	\$ 9	\$ 8	5 \$	1 \$	37 \$	- 4	99	60	436 \$	3
	2042	1,474,50	\$ 4,618,804	3,144,30	26,180	6,298	871	3,989	8,725	15,674	2,921	2,921	15,609	3,908	13,583	4,426	14,558	502	65	2,987	- 1	122,506	22,078		808
		4	00	9	2	72 \$	840 \$	\$ 91	3 \$	2 \$	\$ 97	9 9	5 6	3 \$	\$ 20	\$ 88	\$ 18	\$ 861	628 \$	\$ 08	- 1	7 \$	5		881 5
	2041	1,474,50	\$ 4,506,150	3,031,64	25,242	6,072	8	3,846	8,413	15,112	2,816	2,816	15,049	2,803	13,097	4,268	14,037		67	2,880	- 1	118,117	21,539		
1		4 5	4 5	\$	7 5	2 5	9 \$	7 \$	8 5	4 \$	4 \$	4 \$	4 \$	2 \$	2 \$	3 \$	8	\$ 0	5 \$	9		4 \$	8		0
	2040	\$1,474,504 \$1,474,504 \$1,474,504 \$1,474,504	\$ 4,396,244	2,921,74	24,327	5,852	809	3,707	8,108	14,564	2,714	2,714	14,504	2,702	12,622	4,113	13,528		605		- 1	113,834	21,014		860
		4 5	8	\$	4	7 \$	\$ 0	1 \$	\$ 0	\$ 0	4 \$	4 \$	2 \$	3 \$	\$ 6	2 \$	1 \$	4 \$	3 \$	4 \$		7 \$	5		
	2039	1,474,504	\$ 4,289,018	2,814,51	23,434	5,637	780	3,571	7,810	14,030	2,614	2,614	13,972	2,603	12,159	3,962	13,031	184	583	2,674		109,657	20,502	405	839



Table 3. Reimbursement Allocation Schedule
IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 17495f3-2-25
As of March 20, 2023

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Loca	Local-Only Taxes		Total
State	0.0%				43	9.
Local	100.0%	. \$	*	1,099,749	\$	1,099,749
TOTAL		. \$	\$	1,099,749	s	1,099,749

7: 21	of Plan	Years of	Total
-------	---------	----------	-------

	Plan Year	sar	1	2	m	4	S.	9	7	00	Ø1	10
	Calendar Year	Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Total Local Incremental Revenue		S	60,817 \$	63,773 \$	66,804 \$	\$ 016,69	73,094 \$	76,358 \$	\$ 50,703 \$	83,131 \$	86,646 \$	90,248
BRA Administrative Fee - 10%		S	6,082 \$	6,377 \$	\$ 089'9	\$ 166'9	7,309 \$	7,636 \$	2,970 \$	8,313 \$	8,665 \$	9,025
LBRF - 10%		S	6,082 \$	6,377 \$	6,680 \$	\$ 166'9	7,309 \$	7,636 \$	\$ 079,7	8,313 \$	8,665 \$	9,025
Local TIR Available for Reimbursement		45	48,653 \$	\$ 610,13	53,443 \$	\$ 826'55	58,475 \$	61,086 \$	63,762 \$	\$ 505'99	\$ 715,69	72,199
Total State & Local TIR Available		\$	48,653 \$	\$ 610,12	53,443 \$	\$ 82,928 \$	58,475 \$	5 980'19	63,762 \$	\$ 505,505	69,317 \$	72,199
DEVELOPER	Beginning Balance	ing										
DEVELOPER Reimbursement Balance	\$ 1,0	1,099,749 \$	1,051,096 \$	1,000,077 \$	946,634 \$	\$ 90,706	832,231 \$	771,145 \$	707,383 \$	640,878 \$	571,561 \$	499,362
		2										
LOCAL-ONLY Reimbursement Balance	\$ 1,0	1,099,749 \$	1,051,096 \$	1,000,077 \$	946,634 \$	\$ 90,706	832,231 \$	771,145 \$	707,383 \$	640,878 \$	\$ 195'125	499,362
Eligible Activities Reimbursement	\$ 1,0	1,099,749 \$	48,653 \$	\$ 610'15	53,443 \$	\$ 826'55	58,475 \$	61,086 \$	63,762 \$	\$ 505'99	\$ 715,69	72,199
Interest Reimbursement	\$	\$	· ·	\$ -	**	\$ -	\$.	\$ -	\$ -	\$ -	•	
Total Local-Only TIR Reimbursement		s	48,653 \$	\$ 610'15	53,443 \$	\$ 826'55	58,475 \$	61,086 \$	63,762 \$	\$ 505'99	\$ 715,69	72,199
Total Annual Developer Reimbursement	THE STATE OF THE S	\$	48,653 \$	5 610,13	53,443 \$	\$ 826,53	58,475 \$	61,086 \$	63,762 \$	\$ 505'99	69,317 \$	72,199
		1		1								
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	ear	0	0	0	0	0	0	0	0	0	0
LBRF Deposits		\$	\$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$.	\$.	E
STATE	\$	٠	s	•	•					\$	•	*
LOCAL	по тахітит	mnm	45	•	\$	\$	s	\$.	\$	\$	\$	30



Table 3. Reimbursement Allocation Schedule
IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 17495f3-2-25
As of March 20, 2023

Estimated Capture		
Administrative Fees	\$	200,841
State Revolving Fund	45	i.
LBRF	43.	506,980

		Plan Year		11		12		13		14
	Ü	Calendar Year		2035		2036		2037		2038
Total Local Incremental Revenue			s	93,941	S	97,725	S	101,605	s	105,581
BRA Administrative Fee - 10%			S	9,394	S	9,773	S	10,160	S	10,558
LBRF - 10%			S	9,394	S	9,773	S	10,160	s	10,558
Local TIR Available for Reimbursement			\$	75,153	*	78,180	*	81,284	45	84,465
Total State & Local TIR Available			w	75,153	•	\$ 081,87	· v	81,284	45	84,465
DEVELOPER		Beginning Balance								
DEVELOPER Reimbursement Balance	S	1,099,749	ts	424,210 \$	w	346,030 \$	43	264,746 \$	S	180,281
LOCAL-ONLY Reimbursement Balance	4	1,099,749 \$	t/s	424,210 \$	45	346,030 \$	t/s	264,746 \$	th.	180,281
Eligible Activities Reimbursement	s	\$ 65,749	w	\$ 521,27	s	78,180	w	81,284	s	84,465
Interest Reimbursement	\$		s,	i	s	£	s	r	s	
Total Local-Only TIR Reimbursement			45	75,153 \$	s	78,180	·s	81,284	s	84,465
Total Annual Developer Reimbursement			403	75,153	**	78,180	so	81,284	50	84,465

LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	3			0		0	0	
LBRF Deposits		\$	٠	\$		\$		\$	
STATE	- \$	\$	i.	\$		\$		Ş	ŀ
LOCAL	no maximum	S		45	£	43	è	s	



Table 3. Reimbursement Allocation Schedule
IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 17495f3-2-25
As of March 20, 2023

Interest	Proportionality	School & Local Taxes
EGLE	0.0%	· ·
MSF	%0.0	•

									End Plan			
	Plan Year		15	16	17	18	19	20	21	22	23	24
	Calendar Year	3.5	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
Total Local Incremental Revenue		t/s	\$ 759,601	113,834 \$	118,117 \$	122,506 \$	127,005 \$	131,616 \$	136,342 \$	141,187 \$	146,153 \$	151,243
BRA Administrative Fee - 10%		S	\$ 996'01	11,383 \$	11,812 \$	12,251 \$	12,700 \$	13,162 \$	13,634 \$	14,119 \$	14,615 \$	15,124
LBRF - 10%		vs.	\$ 996'01	11,383 \$	11,812 \$	12,251 \$	12,700 \$	13,162 \$	13,634 \$	14,119 \$	14,615 \$	15,124
Local TIR Available for Reimbursement		S	87,725 \$	91,068 \$	94,493 \$	\$ 500'86	101,604 \$	105,293 \$	109,074 \$	112,950 \$	116,923 \$	120,995
Total State & Local TIR Available		\$	\$ 22,7,725 \$	\$ 890'16	94,493 \$	\$ 500,86	\$ 409,101	105,293 \$	109,074 \$	112,950 \$	116,923 \$	120,995
DEVELOPER	Beginning Balance											
DEVELOPER Reimbursement Balance	\$ 1,099,	1,099,749 \$	92,555 \$	1,488 \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
								The second second				
LOCAL-ONLY Reimbursement Balance	\$ 1,099,	2,099,749 \$	\$ 252,26	1,488 \$	s,	\$ -	\$	\$ -	\$	**	4	
Eligible Activities Reimbursement	\$ 1,099,749	749 \$	87,725 \$	91,068 \$	1,488 \$			\$,		\$.	×
Interest Reimbursement	S	45	\$ -	\$.	· ·	\$ -	٠,	٠.	·	•	•	
Total Local-Only TIR Reimbursement		s	87,725 \$	\$ 890,16	1,488 \$	\$	\$	\$	\$.	*	\$	
Total Annual Developer Reimbursement		S	87,725 \$	\$ 890'16	1,488 \$	\$	\$	\$ -		•	\$ -	
		i ! !										
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year		0	0	2	m	7	S	9	0	0	0
LBRF Deposits		\$	S	s -	\$ 900'86	\$ 500'86	101,604 \$	\$ 262,201	109,074 \$	4	\$	E
STATE	\$	\$ -	\$ -	\$ -	s	\$ -	\$.	\$ -	· ·	,	·	
LOCAL	по тахітит	\$	·	\$	\$ 900'86	\$ 500,86	101,604 \$	105,293 \$	109,074 \$	\$	\$ -	•



Table 3. Reimbursement Allocation Schedule
IX Mile LLC
12350 E Nine Mile
Warren MI
AKT Peerless Project No. 17495f3-2-25
As of March 20, 2023

	Plan Year		25	26		27		28		29		30		TOTAL
	Calendar Year		2049	2050		2051		2052		2053		2054		200
Total Local Incremental Revenue		S	156,460 \$	161	\$ 808,	167,290	45	172,908	s	178,667	s	184,570		
BRA Administrative Fee - 10%		S	15,646 \$	1 16	5,181,5	16,729	*	17,291	S	17,867	*	18,457		
LBRF - 10%		1/1	15,646 \$	16	181,8	16,729	45	17,291	S	17,867	5	18,457		
Local TIR Available for Reimbursement		45	125,168 \$	3 126	129,447 \$	133,832	s	138,326	s	142,934	s	147,656		
Total State & Local TIR Available		·n	125,168	125	129,447 \$	133,832	S	138,326	so.	142,934	S	147,656		
DEVELOPER	Beginning Balance													
DEVELOPER Reimbursement Balance	\$ 1,099,749	S	; -	10	- 5		s		s	***	S	×1		
LOCAL-ONLY Reimbursement Balance	\$ 1,099,749 \$	4	\$ -	to			s	•	t/s		is	,		
Eligible Activities Reimbursement	\$ 1,099,749	s	,	10		1	\$,	s	9	s	•	s	1,099,749
Interest Reimbursement		40		40	,	40	s		s		s		s	
Total Local-Only TIR Reimbursement		45		10	,	10	45	i	·s	*	s		45	1,099,749
Total Annual Developer Reimbursement	THE PARTY OF THE P	s)		1000			\$		S		-00		S	1,099,749
		i		1			!		-		l		ļ	
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year		0	0	_	0		0		0		0		
LBRF Deposits		ş		15	,		\$	9	\$	a	ş			
STATE	- \$	\$	·	10	,		s	·	s	6	s			
LOCAL	no maximum	45		10	,	1	S	ĩ	s	je.	s			



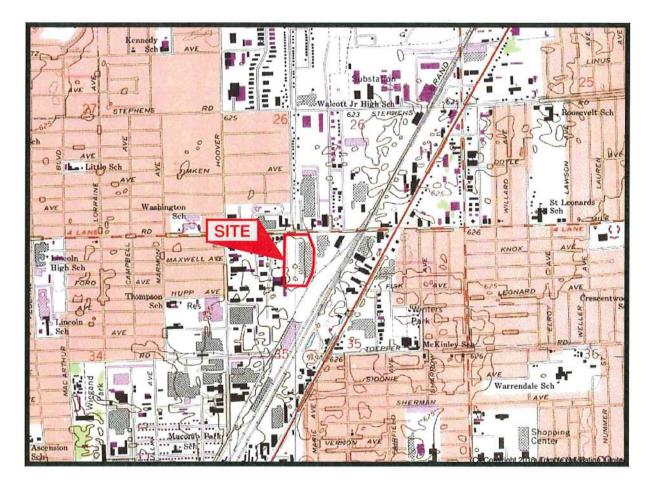
Attachment D

Environmental Investigation Maps

- Figure 1 Topographic Location Map
- Figure 2 Sample Location Map
- Figure 3 Site Map with Soil Analytical Results Exceeding EGLE RCC
- Figure 4 Site Map with Groundwater Analytical Results Exceeding EGLE RCC

GROSSE POINTE QUADRANGLE

MICHIGAN - MACOMB COUNTY
7.5 MINUTE SERIES (TOPOGRAPHIC)



T.1 N.-R.12 E.

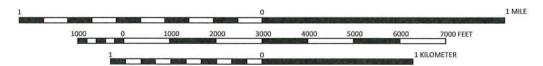


IMAGE TAKEN FROM 1968 U.S.G.S. TOPOGRAPHIC MAP PHOTOREVISED 1983





TOPOGRAPHIC LOCATION MAP

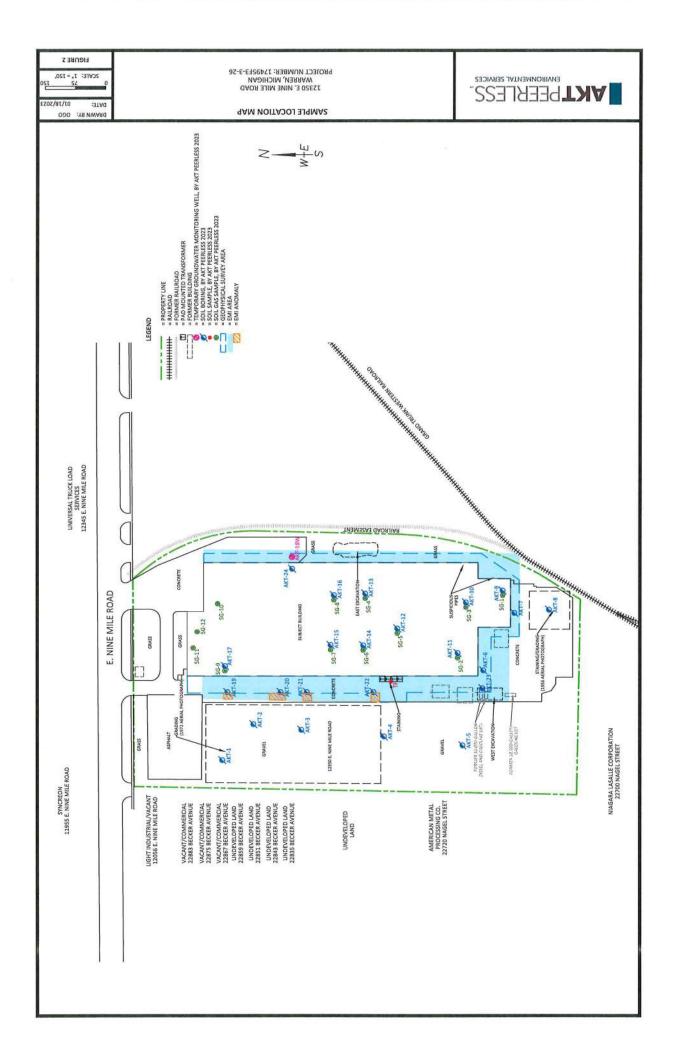
12350 E. NINE MILE ROAD WARREN, MICHIGAN PROJECT NUMBER: 17495F3-3-26 DRAWN BY:

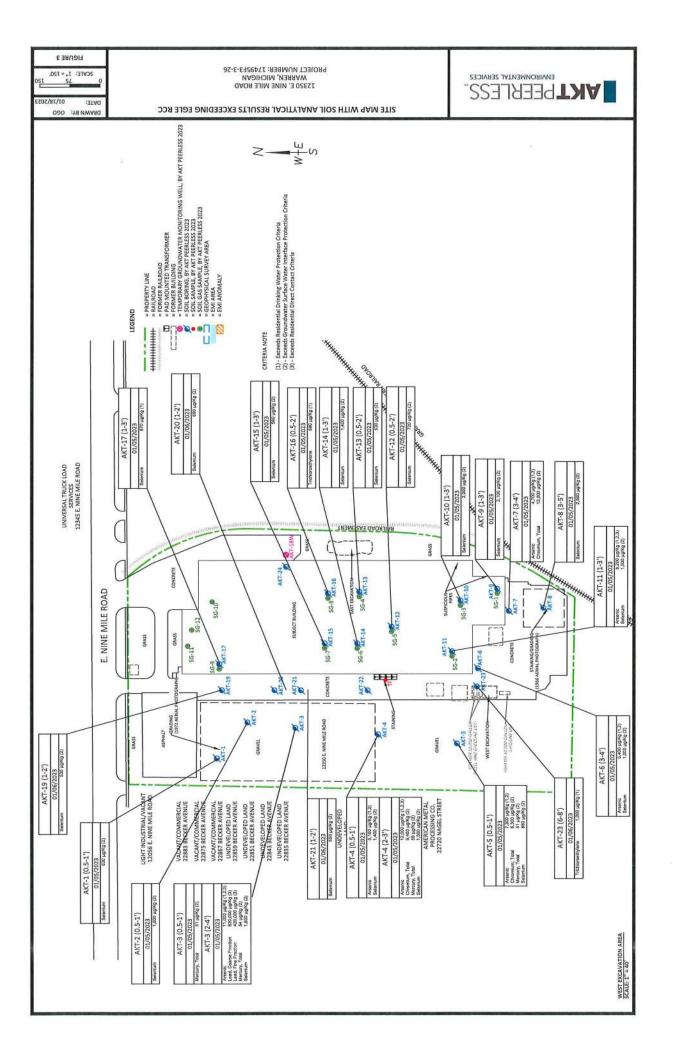
OGO

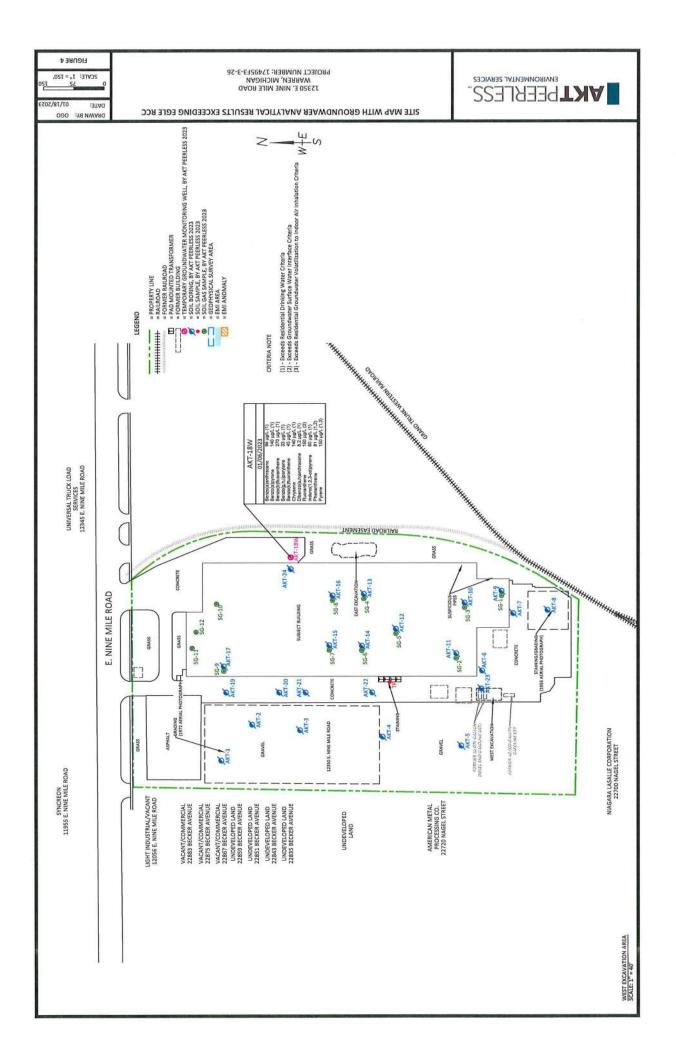
DATE:

01/18/2023

FIGURE 1







Attachment E

Environmental Investigation Analytical Summary Tables

- Table 1 Summary of Soil Analytical Results RCC
- Table 2 Summary of Groundwater Analytical Results RCC



Table 1: Summary of Soil Analytical Results 12350 E. Nine Mile Road Warren, Michigan AKT Peerless Project No. 17495F3-3-26

Sackground Pro	Volatilization To Indoor Aliz To Indoor Aliz NUV	Source Particulate Parti	Direct Contact Criteria 7,600 a 3.70E+07 s.50E+05 c.50E+05 c.50E+06 c.50E+05 c.50E+06 c.50E+0	Concentration C Screening Levels NA	Concentration Detected 12,000 12,000 26,000 290,000 290,000 290,000 290,000 42,000 420,000 420,000 420,000 420,000 420,000 670	Collection 1/2 Date 1/2 Depth (0.1) 15,14,10,10,10,10,10,10,10,10,10,10,10,10,10,	1,5/23 1,5/23 1,5/23 1,5/23 1,5/23 1,5/23 1,2/20 1,	m C 00 00 00 00 00	1/5/23 1/5/	1/5/23 1/5/23 (2-4") (0.5-1")	23 1/5/23		1/5/23	1/5/23	
Number Deception Protection 7440-38-2 5,800 4,600 7440-38-3 7,5000 1,3006-66 7440-43-9 1,200 6,000 7440-43-9 1,200 1,000 1606-83-1 13,000 (total) 1,000 1606-83-1 13,000 (total) 1,000 18840-28-9 NA 30,000 7440-52-9 NA 30,000 7440-52-9 NA 30,000 7440-52-9 12,000 NA PB_ENE 21,000 NA PB_ENE 21,000 NA PB_ENE 13,000 A,000 7440-22-4 1,000 4,000 7440-22-4 1,000 4,000 7440-22-4 1,000 4,000 7440-23-5 NA NILL 50-32-8 NA NILL 50-32-8 NA NILL 205-92-2 NA NILL 205-92-3 NA NILL 205-92-4	O INDOOR ALL INDOOR AL		7,600 3,705+07 5,505+07 5,505+07 5,505+06 7,905+08 2,505+06 2,505+06 4,005+05 1,505+08 1,505+08 1,505+08 1,705+08 1,705+08 1,705+08 1,705+08 1,705+08 1,705+08 1,705+08 1,705+08 1,705+08 1,705+08 1,705+08 1,705+08 1,705+08	NA N	<u> </u>				+			-	÷	S. C. STORY	1/5/23
7440-38-2 5,800 4,600 1.36E-66 7440-39-3 75,000 1.36E-66 7440-49-3 1.5,000 (total) 30,000 1.36E-66 7440-49-3 1.8,000 (total) 30,000 1.36E-66 7440-49-3 1.8,000 (total) 30,000 1.36E-66 7440-49-2 1.000 7.00E-49 1.00E-49 1.000 7.00E-49 1.000 7.	NIV NIV NIV NIV NIV NIV NIV NIV NIV NIV		7,600 3,705,00 5,505,605 2,505,606 7,905,608 7,905,608 7,005,607 4,005,605 1,605,605 1,605,605 1,505,606 1,705,608 1	X X X X X X X X X X X X X X X X X X X	11,000 530 530 290,000 290,000 290,000 450,000 450,000 450,000 420,000 87,000 87,000 87,000 87,000 87,000 87,000 87,000 87,000 87,000 87,000 87,000	156 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2						(0.5-1.)	(3-4')	(3-4")	(3-5')
7440-38-2 5,800 1,36E-06 7440-38-3 75,000 1,36E-06 7440-39-3 75,000 1,36E-06 7440-49-3 18,000 (total) 30,000 1,36E-06 7440-49-3 18,000 (total) 30,000 1,36E-06 7440-49-3 18,000 (total) 30,000 1,36E-06 1,36D-06-10 1,36E-06 3,300 1,30E-05 1,300 1,30E-05 1,30E-05 1,300 1,30E-05 1	NIV NIV NIV NIV NIV NIV NIV NIV NIV NIV		7,600 3.70E407 5.50E405 2.50E406 7.90E408 7.90E407 4.00E407 4.00E405 4.00E405 1.60E405 2.50E406 2.50E406 1.70E408 1.70E408 1.70E408 1.70E408	X X X X X X X X X X X X X X X X X X X	11,000 260,000 280,000 290,000 290,000 320,000 450,000 450,000 450,000 450,000 450,000 450,000 450,000 87,000 87,000 87,000 87,000 87,000 87,000 87,000	156 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2									
7440-39-3 75,000 1,306+06 7440-39-3 75,000 1,306+06 7440-43-3 18,000 (total) 30,000 7440-43-3 18,000 (total) 1,0E+9 (D) 7840-52-9 NA 130,000 7440-52-9 32,000 7,00E+05 782-92-1 21,000 7,00E+05 782-92-1 21,000 7,00E+05 782-93-7 41,000 4,500 7440-65-6 47,000 2,40E+06 782-93-2 NA NILL 205-39-2 NA NILL 205-39-3 NA NILL 205-39-4 NA NILL 218-01-9 NA 7,30E+05 139-39-5 NA 1106-39-4 NA 106,99-5 139-39-4 NA 106,99-5 139-30-0 NA 4,80E+05 129-00-0 NA 4,80E+05 107-30-1 NA 100 (M); 40 106-39-4 NA 106,99-2 74-83-7 NA 100 107-30-1 106-39-4 NA 1,400	NICY NICY NICY NICY NICY NICY NICY NICY		3.70E+07 2.50E+05 2.50E+06 2.50E+06 2.50E+06 2.50E+06 4.00E+07 4.00E+07 4.00E+07 1.60E+05 2.50E+06 2.50E+06 2.50E+06 3.70E+08 3.70E+08 3.70E+08 3.70E+08	N N N N N N N N N N N N N N N N N N N	260,000 290,000 290,000 290,000 230,000 230,000 450,000 450,000 420,000 250 2,500 420,000 87,000 87,000 87,000 87,000 87,000	144, 144, 144, 144, 144, 144, 144, 144,			2,400 11,0	11,000 5,100	0 12,000	7,300	6,400	4,700	3,200
7440-43-9 1,200 6,000 7440-43-3 18,000 (total) 3,000 16065-83-1 18,000 (total) 1,000 1440-53-1 18,000 (total) 1,000 1440-52-9 12,000 5,802-60 7445-50-9 32,000 7,002-605 7445-50-9 12,000 7,002-605 7489-97-6 130 1,700 7489-97-6 130 1,700 7440-24-1 1,000 4,000 7440-24-1 1,000 4,500 7440-24-1 1,000 4,500 7440-24-1 1,000 4,500 7440-24-1 1,000 4,500 7440-24-1 1,000 4,500 7440-24-1 1,000 4,500 7440-24-1 1,000 4,500 7440-24-1 1,000	NIV NIV NIV NIV NIV NIV NIV NIV		2.50E+05 2.50E+06 7.50E+06 2.50E+06 2.00E+07 4.00E+05 4.00E+05 1.60E+05 2.50E+06 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08	N X X X X X X X X X X X X X X X X X X X	\$30 25,000 29,000 29,000 45,000 450,000 59 2,500 420,000 87,000 87,000 87,000 87,000	146, 146, 146, 146, 146, 146, 146, 146,		\cdots		-	-	L	47,000	33,000	33,000
16065-83-1 18,000 (total) 30,000 (total) 16665-83-1 18,000 (total) 10,000 (total) 18840-29-8 NA 30,000 (total) 16840-29-8 NA 30,000 (total) 16840-29-8 NA 30,000 (total) 16840-29-8 NA NA 5,000 (total) 16840-29-2 (total) 10,000 (total) 1695-24-2 (total) 10,000 (total) 1695-24-2 (total) 10,000 (total) 1695-24-3 (total) 10,000 (total) 1695-24-3 (total) 1695-24-3 NA NILL 1695-24-3 NA 100 (M); 20 107-36-3 NA 100 (M); 20 107-36-3 NA 100 (M); 20 115-55-2 NA 1,400 115-55-2	NILV NILV NILV NILV NILV NILV NILV NILV		2.50E+06 2.50E+08 2.50E+08 2.00E+07 4.00E+05 4.00E+05 2.50E+06 2.50E+06 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08	N N N N N N N N N N N N N N N N N N N	290,000 290,000 220,000 22,000 220,000 320,000 450,000 420,000 420,000 420,000 420,000 420,000 420,000 590 590 720	100 100 100 100 100 100 100 100 100 100		\cdots	530 27	270 390	<200	<200	<200	<200	<200
18540-29-9 NA 30,000 18540-29-9 NA 30,000 7440-50-6 32,000 7439-92-1 21,000 7025-93 7025-92-1 21,000 7025-93 7025-92-2 10,000 7025-92-2 10,000 7025-92-3 130 7025-92-3 100 7025-92-3 100 7025-92-3 100 7025-92-3 NA NLL 205-99-2 NA NLL 205-99-3 NA NLL 205-99-4 NA NLL 205-99-4 NA NLL 205-99-5 NA NLL 205-99-5 NA NLL 205-99-1 NA NLL 205-99	NIV NIV NIV NIV NIV NIV NIV NIV NIV NIV		7.90E+08 2.00E+07 4.00E+05 4.00E+05 4.00E+05 1.60E+05 2.50E+06 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08	N N N N N N N N N N N N N N N N N N N	299,000 2,000 320,000 450,000 450,000 420,000 250 2,500 420,000 87,000 87,000 87,000 87,000 87,000 87,000	37.7			H		00 9,400	6,300	11,000*	12,000	\$,500*
1849-29-9 NA 30,000 1849-29-9 NA 30,000 1849-20-1 21,000 1749-92-1 21,000 1749-92-1 21,000 1749-97-6 1300 1,700 1749-97-6 130 1,700 1749-97-6 130 4,500 1740-66-6 47,000 2,405-69 1740-66-6 47,000 1,700 1749-92-3 NA NLL 135-35-3 NA NLL 135-35-3 NA NLL 205-99-2 NA NLL 205-99-2 NA NLL 218-01-9 NA 10,001 129-00-0 NA 5,6000 129-00-0 NA 5,6000 129-00-0 NA 1,805-05 129-01-0 NA 1,805-05 129-01-0 NA 1,805-05 120-03-1 NA 100 1106-33-4 NA 100 1106-33-4 NA 100 1106-33-4 NA 100 1106-33-4 NA 100 1107-32-1 NA 100 1107-32-1 NA 1,400	NIV NIV NIV NIV NIV A8,000 NIV NIV NIV NIV NIV NIV NIV NIV NIV NIV		2.50E+06 2.00E+07 4.00E+05 4.00E+05 1.60E+05 2.60E+06 2.60E+06 1.70E+08 1.70E+08 1.70E+08 1.70E+08 1.70E+08	N	22,000 420,000 450,000 670,000 420,000 420,000 430,000 430,000 87,000 87,000 590 720 720	37.7				22,000 290,000	00 NS	NS	NS	NS	NS
7449-50-8 32,000 5.80E+06 7439-92-1 21,000 7.00E+05 7838-92-1 21,000 7.00E+05 7838-92-1 21,000 7.00E+05 782-49-2 1000 104 783-92-6 130 1.700 7782-49-2 410 4,000 7782-49-2 410 4,000 7782-49-2 410 4,000 7782-49-2 410 4,000 7440-22-4 1,000 2.40E+06 53469-21-9 NA NLL 1336-32-8 NA NLL 1336-32-8 NA NLL 205-99-2 NA NLL 205-99-2 NA NLL 205-99-2 NA NLL 218-01-9 NA NLL 218-01-9 NA NLL 218-01-8 NA NLL 218-01-9 NA NLL 218-01-9 NA NLL 218-01-9 NA NLL 218-01-8 NA NLL 218-01-9 NA NLL 218-01-9 NA 1,000 119-05-0 NA 20 (M); 1.0 107-30-1 NA 20 (M); 52 74-63-2 NA 1,000 1107-06-2 NA 1,400 1107-06-2 NA 1,400	NIV NIV NIV NIV 48,000 NIV NIV NIV NIV NIV NIV NIV NIV NIV NIV		2.00E+07 NA 4.00E+05 4.00E+05 4.00E+05 2.60E+05 2.50E+06 1.70E+08 1.70E+08 NA NA N	NA N	330,000 450,000 450,000 820,000 420,000 420,000 2,500 <4400 87,000 590 720	41 100 100 100 100 100 100 100 100 100 1		-	<2,000 <2,0	<2,000 <2,000	SN OC	NS	NS	NS	NS
7439-92-1 21,000 7,000E-05 PB COMRSE 21,000 NA PB COMRSE 21,000 NA PB COMRSE 21,000 NA PB COMRSE 21,000 NA PB E, COMRSE 21,000 NA PB E, COMRSE 21,000 NA PB E, COMRSE 21,000 A,500 NA PB E, COMRSE 21,000 A,500 NA	NIV NIV NIV 46,000 NIV NIV NIV NIV NIV NIV NIV NIV NIV NIV		4.00E+05 NA 4.00E+05 4.00E+05 1.00E+05 2.00E+06 2.50E+06 1.70E+08 1.70E+08 NA NA NA	Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z Z	450,000 670,000 820,000 430,000 59 2,500 440 87,000 87,000	37 3 3 3 5 5 5		+	8,800 42,0	42,000 18,000	000'85 00		10,000	10,000	5,100
PASS-21-CMC 21,000 7,00E+05 PB_COARSE 21,000 NA PB_COARSE 21,000 NA PB_FINE 21,000 NA 7782-93-7 130 4,000 7440-24-3 1,000 4,500 7440-66-6 47,000 2,40E+06 53469-21-9 NA NA 11096-82-5 NA NLL 56-55-3 NA NLL 50-32-2 NA NLL 205-99-2 NA NLL 205-99-3 NA NLL 206-40-0 NA NLL 207-69-3 NA NLL 206-40-0 NA NLL 206-40-0 NA NLL 206-40-0 NA 133-39-5 133-39-0 NA 106-39-4 166-34-0 NA 106-39-5 166-35-0 NA 100 106-39-1 NA 100 106-39-2 NA 100	NIV NIV NIV NIV NIV NIV NIV NIV NA NA NA NA NA NA NA NA NA NA NA NA NA		4.00E+05 4.00E+05 1.60E+05 2.60E+06 2.50E+06 1.70E+08 NA NA	A A A A A A A A A A A A A A A A A A A	870,000 820,000 420,000 59 2,500 4400 87,000 590 720	2 2 3 3 3 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8			38,000 450,		Н	2.	<10,000	<10,000	<10,000
PB_COARSE 21,000 NA PB_FINE 21,000 NA 7439-376 1300 1,700 7782-49-2 410 4,000 7440-22-4 1,000 2,4060 7440-22-4 7,000 2,406-66 53469-21-9 NA NLL 11096-82-5 NA NLL 136-39-2 NA NLL 205-39-2 NA NLL 205-39-2 NA NLL 205-39-2 NA NLL 205-39-3 NA NLL 205-39-3 NA NLL 205-39-3 NA NLL 218-01-9 NA 1,000 119-06-0 NA 20 (M); 1.0 105-39-1 NA 20 (M); 1.0 105-39-1 NA 20 (M); 2.0 110-30-1 NA 20 (M); 2.0 110-30-1 NA 20 (M); 2.0 110-30-1 NA 1,400 110-30-1 NA 1,400 116-39-2 NA 1,400	NLV A8,000 NLV NLV NLV NLV NLV NLV NLV NLV NLV NLV		4.00E+05 1.60E+05 1.60E+05 2.60E+06 2.50E+06 1.70E+08 NA NA	N N N N N N N N N N N N N N N N N N N	820,000 420,000 59 2,500 <400 87,000 590 720	2 2 3 3 3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		NS N	NS 670,	670,000 92,000	000,092 00	Ц	NS	NS	SN
PB FINE 21,000 NA 7439-97-6 130 1,70	NLV 48,000 NLV NLV NLV NLV NLV NLV NA NA NA NA NA NA NA NA NA NA NA NA NA		4,00E+05 1,60E+05 2,60E+06 2,50E+06 1,70E+08 NA NA NA	A A A A A A A A A A A A A A A A A A A	2,500 2,500 4400 87,000 590 720	2 3 9 7 6			NS 820,000	000'68 000'	000,012 00		SN	NS	NS
7489-97-6 130 1,700 7440-24-7 1,000 7440-66-6 47,000 7440-66-6 47,000 7440-66-6 47,000 7440-66-8 11096-82-5 NA NL 135-36-3 NA NLL 205-39-2 NA NLL 205-39-2 NA NLL 205-39-2 NA NLL 205-39-3 NA NLL 205-39-3 NA NLL 218-01-9 NA	48,000 NLV NLV NLV NLV NA 3.00E+06		1.60E+05 2.60E+06 2.50E+06 1.70E+08 NA NA A,000 (T)	NA N	59 2,500 <400 87,000 590 720	3/1	3 2	NS N	NS 420,000		000,078 00	SN O	SN	NS	NS
7782-49-2 410 4,000 7440-22-4 1,000 8,500 7440-66-6 47,000 2,406-66 53469-21-9 NA NLI 11096-82-5 NA NLI 1316-36-3 NA NLI 50-32-8 NA NLI 1316-36-9 NA NLI 1316-36-9 NA NLI 205-99-2 NA NLI 205-99-2 NA NLI 205-99-2 NA NLI 218-01-9 NA NLI 218-01-8 NA 1,000 119-06-0 NA 4,806-65 119-06-0 NA 20 (M); 1.0 107-30-1 NA 100 (M); 52 100-31-1 NA 1,400 116-59-2 NA 1,400	NLV NLV NLV NA 3.00E+06		2.50E+06 2.50E+06 1.70E+08 NA NA 4,000 (T)	NA NA NA NA	2,500 <400 87,000 590 720	3 K				54 <50	r		<50	<50	<50
7440-22-4 1,000 4,500 7440-66-6 47,000 2,40E-06 53469-21-9 NA NA 11305-62-5 NA NLL 50-32-8 NA NLL 205-99-2 NA NLL 205-99-2 NA NLL 205-99-2 NA NLL 218-01-9 NA NLL 218-01-8 NA NLL 218-01-8 NA NLL 218-01-8 NA 100(M); 4.0 1105-06-2 NA 100(M); 5.2 105-34-1 NA 20(M); 1.0 105-39-2 NA 1,400 107-10-1 NA 1,400	NLV NLV NA 3,00E+06		2.50E+06 1.70E+08 NA NA NA 4,000 (T)	NA N	<400 87,000 590 720	37.		,000	<300 1,6	1,600 1,400	0 1,500	880	1,000	340	2,500
33469-21-9 NA NA 11096-82-5 NA NA 11096-82-5 NA NLL 138-36-3 NA NLL 56-55-3 NA NLL 50-32-8 NA NLL 205-99-2 NA NLL 205-99-3 NA NLL 206-64-0 NA NLL 218-01-9 NA NLL 85-02-8 NA 100/NJ; 4.0 129-00-0 NA 4.80E+05 129-02-1 NA 20 (MJ; 4.0 107-32-8 NA 100 107-32-1 NA 1.400 1400-32-1 NA 1.400	NA NA 3.00E+06		1.70E+08 NA NA 4,000 (T)	NA NA NA	87,000 590 720	37.	-	<350 <31	<300 <3.	<370 <360	0 <400	<350	<350	<300	<330
\$3469-21-9 NA NA NA 11096-82-5 NA NLL 1353-36-3 NA NLL 56-55-3 NA NLL 205-39-2 NA NLL 205-39-2 NA 1106-39-4 NA 100 NA 106-39-4 NA 100 NA 106-39-4 NA 100 NA 100-62-5 NA 1400 1156-59-2 NA 1400 1	NA NA 3,000E+06		NA NA 4,000 (T)	NA NA	590			38,000 38,0		51,000 87,000	29,000	22,000	42,000		17,000
11095-623- NA NA NA 11095-628- NA NLL 11309-628- NA NLL 1309-92- NA NLL 1201-92- NA NLL 1201-9	NA NA 3.00E+06		NA NA 4,000 (T)	NA NA	590			H	H	\vdash		\vdash	\vdash	-	
1395-92-5 NA NA NA 1395-96-3 NA NILL 1395-96-3 NA NILL 205-39-2 NA NILL 205-39-2 NA NILL 205-39-2 NA 1200 NA 1205-95 NA 1200 NA 1	3.00E+06		NA 4,000 (T)	NA NA	720		<330 <3	<330 <3	<330 <3	<330 <330	0 <100	<330	NS	NS	<330
135-36-3 NA NLL 56-55-3 NA NLL 50-32-8 NA NLL 205-39-2 NA NLL 207-39-3 NA NLL 207-39-3 NA NLL 207-39-4 NA NLL 207-39-5 NA 1306-05 193-39-5 NA 1406-05 106-39-4 NA 20 (M); 1.0 106-39-4 NA 20 (M); 1.0 107-39-1 NA 100 (M); 52 74-83-7 NA 100 (M); 52 74-83-7 NA 1,400	3.00E+06	Н	4,000 (T)	NA		_	<330 <3	<330 <3	<330 <3	<330 <330	0 <100	<330	NS	NS	<330
56-55-3 NA NILL 202-32-8 NA NILL 202-39-2 NA NILL 191-24-7 NA NILL 207-08-9 NA NILL 206-44-0 NA 7306-05 188-01-8 NA NILL 206-44-0 NA 74.006-05 113-32-5 NA 100 (M); 1.0 106-33-4 NA 100 (M); 1.0 107-36-1 NA 100 (M); 1.0 116-53-2 NA 1,400	, M				1,310				~		0 <100	<330	NS	NS	<330
56-55-3 NA NILL 50-32-8 NA NILL 205-99-2 NA NILL 191-24-3 NA NILL 207-08-9 NA NILL 218-01-9 NA NILL 218-01-9 NA NILL 193-35-5 NA NILL 85-01-8 NA 56,000 129-00-0 NA 4,80E+05 129-01-8 NA 4,80E+05 129-02-0 NA 20 (M); 4,0 106-39-4 NA 100 107-06-2 NA 100 (M); 52 74-83-9 NA 1,400 156-59-2 NA 1,400 156-59-2 NA 1,400	XIN				NS/BDL	8	8D. B	BDT BC		BDL BDL	108	BDL	NS	NS	BDL
20-32-8 NA NILL 20-32-8 NA NILL 205-32-8 NA NILL 205-32-8 NA NILL 219-24-2 NA NILL 218-02-9 NA NILL 218-02-9 NA NILL 218-02-9 NA SG,000 128-02-0 NA 4,80E-05 129-00-0 NA 4,80E-05 129-03-4 NA 20 (M); 1.0 106-93-4 NA 20 (M); 1.0 107-05-2 NA 100 (M); 52 107-05-2 NA 100 (M); 52 107-13-1 NA 100 (M); 52 14-83-2 NA 1,400	MIN						-	_	Н						
20-32-8 NA NLL 205-99-2 NA NLL 191-24-2 NA NLL 207-08-9 NA NLL 207-08-9 NA NLL 207-08-9 NA NLL 205-44-0 NA 7306-05 20 138-01-8 NA 56,000 185-01-8 NA 56,000 185-01-8 NA 56,000 185-01-8 NA 56,000 185-01-8 NA 56,000 105-06-0 NA 100(M); 4.0 107-06-2 NA 100(M); 52 107-13-1 NA 100(M); 52 107-13-1 NA 100(M); 52 107-13-1 NA 1,400	244.0	NLV ID	20,000	NA	860	×	<330 <3	<330 86		<330 580	<330	<330	<330	<330	<330
205-99-2 NA NLL 207-08-9 NA NLL 207-08-9 NA NLL 218-01-9 NA NLL 218-01-9 NA NLL 218-01-9 NA 7.30E-05 2) 199-39-5 NA 5.6000 20-09-00 NA 4.80E-05 20-09-00 NA 4.80E-05 20-09-00 NA 20 (M); 4.0 207-06-2 NA 20 (M); 5.2 200 200 200-2-2-2-2-2-2-2-2-2-2-2-2-2-	NLV	NLV 1.50E+06	2,000	NA	750	٧	<330 <3	<330 75	750 <3:	<330 440	_	<330	<330	<330	<330
191-24-2 NA NLL 207-08-9 NA NLL 218-01-9 NA 7.30E-05 219-39-9 NA 3.66,000 129-00-0 NA 4.80E+05 129-00-0 NA 4.80E+05 129-00-0 NA 20 (M); 4.0 107-13-1 NA 20 (M); 5.2 74-83-9 NA 1.00 1107-33-1 NA 1.00 (M); 5.2 74-83-9 NA 1.400	OI		20,000	NA	1,000	V					Н	-	<330	<330	<330
207-08-9 NA NLL 218-01-9 NA 730E-05 2) 205-44-0 NA 730E-05 206-44-0 NA 730E-05 206-44-0 NA 730E-05 206-47-0 NA 730E-05 206-93-5 NA 4.80E-05 206-93-4 NA 20 (M); 1.0 207-05-2 NA 100 (M); 52 200 215-55-2 NA 1,400	NLV	8.0	2.50E+06	NA	430	<u> </u>		-	+			-	<330	<330	<330
(2) 218-01-9 NA NILL 206-40-5 OA 7-306-405 OA 7-306-405-405 OA 7-306-405-405 OA 7-306-405-405 OA 7-306-405-405-405-405-405-405-405-405-405-405	NLV	NLV ID	2.00E+05	AN	530	*				<330 <330		<330	<330	<330	<330
(2) 192-94-0 NA 7.30E-05-5 (2) 193-94-5 NA 7.30E-05-5 (3) 195-01-8 NA 56,000 (12-00-0 NA 4.80E-05-5 (12-00-0 NA 4.80E-05-5 (12-00-0 NA 100(M); 4,0 (106-93-4 NA 100(M); 52 (107-13-1 NA 100(M); 52 (17-13-1 NA	Ω	+	2.00E+06	NA	970	<u> </u>	+	+	970 <3	<330 610	+	+	<330	<330	<330
7.0 195-95-5 NA NILL 129-00-6 NA 4,80E-05 129-00-6 NA 4,80E-05 129-00-7 NA 1,00E-05 106-33-4 NA 20(M); 4.0 107-06-2 NA 100 107-06-2 NA 100 107-06-2 NA 100 156-59-2 NA 1,400	T.0E+9 (D)	3.3	4.50E+07	NA	2,100		+	+	+	+	+	+	<330	<330	<330
129-00-0 NA 4.80E+05 129-00-0 NA 4.80E+05 129-00-0 NA 4.80E+05 106-33-4 NA 10 (M); 4.0 107-06-2 NA 100 (M); 1.0 107-13-1 NA 100 (M); 52 74-83-5 NA 1400 (M); 52 156-59-2 NA 1,400	NLV 2 00E+0E	OI NIN	1.605406	NA NA	0//		<330	<330 //	+	<330 <330	330	<330	<330	<330	<330
106-59-2 NA 10 (M); 4.00 107-06-2 NA 100 (M); 1.0 107-06-2 NA 100 (M); 1.0 107-13-1 NA 100 (M); 52 74-83-9 NA 1,400	1.05±0.03	6 50F+08 6 70F+09	2 90F+07	40	1 800	T	-	+	1 800	1	-	+	7330	2330	2330
mds (VOCs, µg/kg) 96-12-8 NA 10 (M); 4.0 106-93-4 NA 20 (M); 1.0 107-06-2 NA 100 (M); 5.2 107-13-1 NA 100 (M); 5.2 74-83-9 NA 1400 155-59-2 NA 1400		+			BDL	100	+	H	-	+	BOL	BDL	BDL	BDI	BDI
96-12-8 NA 10 (M); 4.0 106-93-4 NA 20 (M); 1.0 107-06-2 NA 100 (M); 22 74-83-9 NA 100 (M); 22 156-59-2 NA 1,400								H	-	-	H	H			
106-93-4 NA 20 (M); 1.0 107-06-2 NA 100 (M); 5.2 107-13-1 NA 100 (M); 5.2 74-83-2 NA 1,400	220	260 5.60E+05	4,400 (C)	1,200	<150	V	<130 <1	<130 <1	<110 <1	<140 <95	<140	<150	<140	<90	69>
107-05-2 NA 100 107-13-1 NA 200 (MI); SZ 74-83-2 NA 200 156-59-2 NA 1,400	029	Н	92	8.90E+05	<44	_				_		H	<42	427	421
107-13-1 NA 100 (M); 52 74-83-9 NA 200 156-59-2 NA 1,400	2,100	6,200 1.205+08	91,000	1.20E+06	<150	V					H		<140	<90	69>
74-83-9 NA 200 156-59-2 NA 1,400	6,600		16,000	8.30E+06	<150	V	<130 <1	<130 <1	<110 <1	<140 <100	0 <140	<150	<140	<100	<100
156-59-2 NA 1,400	860	-	3.20E+05	2.20E+06	<200	٧	223	<200 <2	<200 <21	<200 <200		<200	<200	<200	<200
	22,000	-	2.5E+6 (C)	6.40E+05	270	*			-	<50 <50	0<>0	<50	110	<50	<50
NA 100	45,000	-	1.30E+06	2.30E+06	<370	٧						Ė	<350	<230	<170
NA 100	11,000	-	2.0E+5 (C)	88,000	55	*	- 7	<50 <5	<50 <5	<50 <50	05>	<50	<50	<50	<50
ene 79-01-5 NA 100	1,000	11,000 1.30E+08	1.1E+5 (DD)	5.00E+05	1,000	*		<50 <5	<50 <5	<50 <50	05>	98	<50	<50	<50
Vinyl chloride 75-01-4 NA 40 260 (X)	270	4,200 3.50E+08	3,800	4.90E+05	<44	ľ	-					c44	<42	<40	<40
Remaining VOCs					BDL	8	BDL B	BDL BC	BDL BC	BDL BDL	BDL	BDL	BDL	BDL.	BDL



Table 1: Summary of Soil Analytical Results 12350 E. Nine Mile Road Warren, Michigan AKT Peerless Project No. 17495F3-3-26

Parameters*	Chemical	Statewide	Residential	Groundwater	Residential	Residential	Residential	Residential	Soil Saturation	100000000000000000000000000000000000000	Sample	AKT-9	AKT-10	AKT-11 A	AKT-12 AK	AKT-13 AKT-14	14 AKT-15		AKT-16 AKT-17	7 AKT-18
New York of the Common	Abstract	Default	Drinking		Volatilization	Source	Particulate	Direct	Concentration	Maximum	Collection	1/5/23	1/5/23	1/5/23	1/5/23	1/5/23 1/5/23	- 60.00	1/5/23 1/5	1/5/23	3 1/6/23
"(Refer to detailed laboratory report for method reference data)	Service	Background Levels	Protection Criteria	Interface Protection Criteria	to Indoor Air Inhalation Criteria	Volatile Soil Inhalation Criteria	Inhalation Criteria	Criteria	Screening	Detected	Date	(1-3')	(1-3")	_		-		-		
Metals (µg/kg)											3									
Arsenic (B)	7440-38-2	5,800	4,600	4,600	NLV	NLV	7.20E+05	7,600	AN	12,000		2,200	-	-	-	3,800 2,400		-	H	-
Barlum (B)	7440-39-3	75,000	1.30E+06	(9)	NLV	NĽV	3.30E+08	3.70E+07	NA	260,000		21,000	15,000	55,000 5	50,000 65	65,000 24,000	-	H	36,000 72,000	0 140,000
Cadmium (B)	7440-43-9	1,200	6,000	(X'9)	NLV	NLV	1.70£+06	5.50E+05	AN	530		<200	-	-	-	┡	\vdash	-		┺
Chromium, Total	7440-47-3	18,000 (total)	30,000	3,300	NLV	NLV	2.60E+05	2.50E+06	NA	290,000		\$,600	•008'9	14,000* 1		12,000* 7,300*	\vdash		8,300* 14,000*	13,000*
Chromium III (B,H)	16065-83-1	18,000 (total)	1.0E+9 (D)	(X'9)	NLV	NEV	3.30E+08	7.90E+08	NA	290,000		NS	NS	NS	NS		T	_	Т	_
Chromium VI	18540-29-9	AN	30,000	3,300	NLV	NEV	2.60E+05	2.50E+06	NA	<2,000		SN	NS	-		-				NS
Copper (B)	7440-50-8	32,000	5.80E+06	(9)	NLV	NIV	1.305+08	2.00E+07	AN	320,000		2,600	2,800	0	8,900 11	9	-	0	17	
Lead (B)	7439-92-1	21,000	7.00E+05	(x's)	NLV	NEV	1.00E+08	4.00E+05	AN	450,000		<10,000	<10,000	-	\vdash		-	H	-	0 14,000
Lead, Total (Calculated)	7439-92-1_CALC	21,000	7,00E+05	(X'S)	NLV	NLV	NA	NA	AN	670,000		NS	SN	SN	NS	NS NS		NS N	NS NS	
Lead, Coarse Fraction	PB_COARSE	21,000	NA	NA	NIV	NIV	NA	4.00E+05	AN	820,000		SN	NS	NS	H	L				
Lead, Fine Fraction	PB FINE	21,000	NA	NA	NLV	NEV	1.00E+08	4,00E+05	NA	420,000		SN	NS	NS	NS	NS NS	H	L	H	NS
Mercury, Total	7439-97-6	130	1,700	50 (M); 1.2	48,000	52,000	2.005+07	1.60E+05	AN	59		<50	<50	<50				<50 <	<50 <50	L
Selenium (B)	7782-49-2	410	4,000	400	NLV	NLV	1.30E+08	2.60E+06	ĄN	2,500		2,100	2,000	1,000	H	-				
Silver (B)	7440-22-4	1,000	4,500	100 (M); 27	NEV	NLV	6.70E+06	2.50E+06	AN	<400		<350	<360	<360	e c	<370 <330		<360 <3		_
Zinc (B)	7440-66-6	47,000	2,40E+06	(9)	NLV	NLV	OI	1.70E+08	NA	87,000		8,200	8,800	36,000 3	35,000 45	45,000 21,000	-	44,000 28,	28,000 50,000	000'68 0
Polychlorinated Biphenyls (PCBs, µg/kg)																				
PCB, Arodor 1242	53469-21-9	NA	NA	AN	NA	NA	NA	NA	AN	290		SN	SI		<330			NS <3	<330 NS	<330
PCB, Arodor 1250	11096-82-5	AN	AN	NA	AN	NA	NA	AN	AN	720		SN	NS		<330	H	H	H	L	<330
PCBs (J,T)	1336-36-3	NA	NIL	NLL	3.00E+06	2.40E+05	5.20E+06	4,000 (T)	AN	1,310		SN	NS	NS		NS NS	H	NS <3	<330 NS	H
Remaining PCBs	4	4				×				NS/BDL		NS	NS	SN	BDL	SN St		_	BDL NS	BDL
Polynuclear Aromatic Hydrocarbons (PNAs, µg/kg)																Н	Н			
Benzo(a)anthracene (Q)	56-55-3	NA	NIL	NLL	NLV	NLV	Ω	20,000	NA	860		<330	<330			<330 <330		<330 <3		(330
Benzo(a)pyrene (Q)	50-32-8	NA	NIL	NLL	NLV	NLV	1.50E+06	2,000	AN	750		<330	<330			-	-	-		
Benzo(b)fluoranthene (Q)	205-99-2	NA	NLL	NLL	Ω	Q	Ω	20,000	AN	1,000		<330	<330		-	-	-			
Benzo(g,h,i)peryiene	191-24-2	NA	NE	NLL	NLV	NIC	8.00E+08	2.50E+06	AN	430		<330	330		-	<330 <330	-	-		-
Benzo(k)fluoranthene (Q)	207-08-9	NA	NLL	NLL	NLV	NIV	Ω	2.00E+05	AN	530		<330	<330		+	+	+	+	+	
Chrysene (Q)	218-01-9	NA	NLL	NEL	0	Q	٥	2.00E+06	NA	970		<330	<330		+	-	+	+	+	1
Fluoranthene	205-44-0	NA	7.30E+05	5,500	1.0E+9 (D)	7.40E+08	9.30E+09	4.60E+07	NA.	2,100		<330	330	+	+	+	+	-	1	+
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	NA	NLL	NET	NEV	NEV	0	20,000	NA	770		<330	330	+	-	+	+	+	+	<330
Phenanthrene	82-01-8	NA NA	35,000	2,100	4.0E+06	T.50E+U5	6.705-00	7.60E+08	NA.	1,000		2350	230	+	+	-	+	-	+	+
Tylene Tylene	773-07-0	YN	4.002703	5	1.05+3 (0)	0.305100	0.705703	4.30ETU/	CA.	7,000		2000	200	200	000	230	+	+	+	
Kemaining PNAs										BDL		BDL	SUL	+	+	DI BDI	+	BDL B	801 801	BUL
Dibromochloropropane	96-12-8	NA	10 (M): 4.0	Q	220	260	5.60E+05	4.400 (C)	1,200	<150		<98	<100	<91	Q110	<140 <95	+	c140	<140	<100
Ethylene dibromide	106-93-4	NA	20 (M): 1.0	110 (X)	670	1.700	1.405+07	92	8.90E+05	<44		<29	<31	+	╀	+	╁	1	+	ŀ
1,2-Dichloroethane (I)	107-06-2	NA	100	7,200 (X)	2,100	6,200	1.20E+08	91,000	1.20E+06	<150		86>	<100	-	-	<140 <95	+	-	ľ	<100
Acrylonitrile (1)	107-13-1	AN	100 (M); 52	100 (M); 40	6,500	5,000	4.60E+07	16,000	8.30E+06	<150		<100	<100		H	L	H	-	-	
Bromomethane	74-83-9	AN	200	100	860	11,000	3.30E+08	3.20E+05	2.20E+06	<200		<200	<200		H		H		-	
cis-1,2-Dichloroethylene	156-59-2	NA	1,400	12,000	22,000	1.80E+05	2,30E+09	2.5E+6 (C)	6.40E+05	270		<50	<50					<50	<50 <50	H
Methylene chloride	75-09-2	NA	100	30,000 (X)	45,000	2.10E+05	6.60E+09	1.30E+06	2.30E+06	<370		<250	<260	230	-	<360 <240			_	0 <250
Tetrachloroethylene	127-18-4	NA	100	1,200 (X)	11,000	1.70£+05	2.70E+09	2.0E+5 (C)	88,000	55		<50	<50	<50					55 <50	<50
Trichloroethylene	79-01-6	NA	100	4,000 (X)	1,000	11,000	1.30E+08	1.1E+5 (DD)	5.00E+05	1,000		<50	<50	<\$0	<50 <	<50 <50			680 <50	<50
Vinyl chloride	75-01-4	NA	40	260 (X)	270	4,200	3.50E+08	3,800	4.90E+05	<44		<40	<40	<40	-					- 7
2007				-								100	200	100	_			-	100	100



Table 1: Summary of Soil Analytical Results 12350 E. Nine Mile Road Warren, Michigan AKT Peerless Project No. 17495F3-3-26

Parameters*	Chemical	Statewide	Residential	Groundwater	Residential	Residential Infinite	Residential	Residential	Soil Saturation		Sample	AKT-19	AKT-20	AKT-21 /	AKT-22 A	AKT-23 AK	AKT-23 AKT-24	4 TF
	Abstract	Default	Drinking	Water	Volatilization	Source Volatile Soil	Particulate	Direct	Concentration	Maximum	Collection	1/6/23	1/6/23	1/6/23	1/6/23 1	1/6/23 1/1	1/6/23 1/6/23	3 1/6/23
*(Refer to detailed laboratory report for method reference data)	Number	Levels	Protection	Protection	Inhalation	Inhalation	Inhalation Criteria	Criteria	Levels	Detected	Depth	(1-2')	(1-2')	(1-2.)	(1-5,)	(1-2,)	(9-8.) (3-2)	Surface
Metals (µg/kg)	200						7.25											
Arsenic (B)	7440-38-2	5,800	4,600	4,600	NLV	NLV	7.20E+05	7,600	NA	12,000		4,300	3,100	3,000	2,500			
Barlum (B)	7440-39-3	75,000	1,306+06	(9)	NLV	NLV	3.30E+08	3.70E+07	NA	260,000		85,000	_	-	26,000	NS	NS NS	
Cadmium (B)	7440-43-9	1,200	6,000	(C,X)	NLV	NLV	1.70E+06	5.50E+05	NA	530		<200	250	300	260			
Chromium, Total	7440-47-3	18,000 (total)	30,000	3,300	NLV	NEV	2.60E+05	2.50E+06	NA	290,000		17,000*	15,000*	14,000*	7,300*			
Chromium III (B,H)	16065-83-1	18,000 (total)	1.0E+9 (D)	(G,X)	NEV	NLV	3.30E+08	7.90E+08	NA	290,000		SN	SN	NS	NS	NS I	NS NS	NS
Chromium VI	18540-29-9	NA	30,000	3,300	NEV	NLV	2.60E+05	2.50E+06	NA	<2,000		SN	Н	_	NS	_	SN NS	
Copper (B)	7440-50-8	32,000	5,80€+06	(9)	NLV	NLV	1.30E+08	2.00E+07	NA	320,000		12,000		14,000	6,100	Н	NS NS	NS
Lead (B)	7439-92-1	21,000	7.00E+05	(A,X)	NLV	NLV	1.00E+08	4,00E+05	NA	450,000		11,000	\dashv	-	<10,000	Н		
Lead, Total (Calculated)	7439-92-1_CALC	21,000	7.00E+05	(B,X)	NLV	NLV	NA	NA	NA	670,000		NS	NS	NS	NS			
Lead, Coarse Fraction	PB_COARSE	21,000	NA	NA	NLV	NLV	NA	4.00E+05	NA	820,000		NS	NS	NS	NS	_		
Lead, Fine Fraction	PB_FINE	21,000	NA	NA	NEV	NLV	1.00E+08	4.00E+05	NA	420,000		SN	NS	NS	NS			
Mercury, Total	7439-97-6	130	1,700	50 (M); 1.2	48,000	52,000	2.00E+07	1.60E+0S	NA	59		<50	<50	<50	<50			
Selenium (B)	7782-49-2	410	4,000	400	NLV	NIV	1.30£+08	2.60E+06	NA	2,500		230	069	650	300	SN	NS NS	
Silver (B)	7440-22-4	1,000	4,500	100 (M); 27	NEV	NLV	6.70E+06	2.50E+06	NA	<400		<310	-	-	<290			NS
Zinc (8)	7440-66-6	47,000	2.40E+06	(9)	NEV	NIV	٥	1.70E+08	NA	87,000		27,000	41,000	46,000	21,000	_		
Polychlorinated Biphenyls (PCBs, µg/kg)																+	+	H
PCB, Arodor 1242	53469-21-9	NA	NA	NA	NA	NA	NA	NA	NA	590		NS	<330	<330	NS	_		
PCB, Aroclor 1260	11096-82-5	NA	NA	NA	NA	NA	NA	NA	NA	720		SN	<330	<330	NS	NS I	NS NS	Н
PCBs (J,T)	1336-36-3	NA	NLL	NLL	3.00E+06	2.40E+05	5.20E+06	4,000 (T)	NA	1,310		NS	<330	<330	NS		-	1,310
Remaining PCBs	8				Y			6	90	NS/BDL		NS	BDI.	BDL	NS			
Polynuclear Aromatic Hydrocarbons (PNAs, µg/kg)															+	+	-	+
Benzo(a)anthracene (Q)	56-55-3	AN	NLL	NL	NLV	NLV	Ω	20,000	AN	860		<330	<330	<330	+	+	+	NS
Benzo(a)pyrene (Q)	50-32-8	AN	NLL	NL	NEV	NLV	1.50£+06	2,000	NA	750		<330	<330	<330	+	+	+	+
Benzo(b)fluoranthene (Q)	205-99-2	NA	NIL	NLL	٥	QI	٥	20,000	AN	1,000		<330	<330	<330	+	+	+	+
Benzo(g,h,l)perylene	191-24-2	NA:	TIN I	NE	NEV	NIN	8.00E+08	2.50E+06	AN :	430		<330	<330	<330	+	1	+	+
Benzo(k)Tluoranthene (Q)	207-08-9	AN .	NEL	NEL	NE C	NIA	9 9	2.005-05	AN :	020		<330	5330	330	530	+	+	2 2
Chrysene (U)	200 11.0	NA ::	NIL	NIL	10,010,	00.100.	00000	2.00E+00	NA.	0.00		5330	5330	5350	+	+	+	+
Fluoranthene	200-44-0	NA NA	/.30E+05	005,5	T.OE+9 (U)	7.40E+08	9.30E+09	4.505+07	₹ × Z	7,100		C330	C330	C\$30	+	330	<530 <530 5330	
Dhananthrana	85-01-8	Q V	26,000	2 100	2 80F+06	1 505+05	5 70F+0F	1 505+06	AN AN	077		230	7330	7330	7330	+	+	+
Pyrene	129-00-0	AN	4.80E+05	Q	1.0E+9 (D)	6.50E+08	6.70E+09	2.90E+07	NA	1,800		<330	<330	<330	+	-	H	NS NS
Remaining PNAs	,									BDL		BDL	BDL	BDL	+	⊦	+	+
Volatile Organic Compounds (VOCs, µg/kg)																-	-	H
Dibromochloropropane	96-12-8	NA	10 (M); 4.0	QI	220	260	S,60E+05	4,400 (C)	1,200	<150		<120	<78	<110				
Ethylene dibromide	106-93-4	NA	20 (M); 1.0	110 (X)	670	1,700	1.40E+07	92	8.90E+05	<44		<35	<24	<34	437	<32	<30 <43	
1,2-Dichloroethane (I)	107-06-2	NA	100	7,200 (X)	2,100	6,200	1.20E+08	91,000	1.205+06	<150		<120	<78	<110	<120	<110 <	<100 <140	SN O
Acrylonitrile (I)	107-13-1	NA	100 (M); 52	100 (M); 40	6,600	2,000	4.60E+07	16,000	8.305+06	<150		<120	<100	<110	-			
Bromomethane	74-83-9	NA	200	100	860	11,000	3.30E+08	3.20E+05	2.20E+06	<200		<200	<200	<200			3	
cis-1,2-Dichloroethylene	156-59-2	NA	1,400	12,000	22,000	1.80E+05	2.30E+09	2.5E+6 (C)	6.40E+05	270		<50	<50	<50	-	-	270 <50	
Methylene chloride	75-09-2	NA	100	30,000 (X)	45,000	2.10E+05	6.60E+09	1.30E+06	2.30E+06	<370	100	<290	<200	<290		-	_	
Tetrachloroethylene	127-18-4	NA	100	1,200 (X)	11,000	1.70£+05	2.70E+09	2.0E+5 (C)	88,000	55		<50	<50	<50	-	<50	<50 <50	
Trichloroethylene	79-01-6	NA	100	4,000 (X)	1,000	11,000	1.30E+08	1.1E+5 (DD)	5.00E+05	1,000		<50	<50	<50				
Vinyl chloride	75-01-4	NA	40	260 (X)	270	4,200	3.50E+08	3,800	4.90E+05	<44		<40	<40	<40	<40	<40	<40 <43	NS
Dampinion VOCe					19				0.00	2000		100	100	100	1000			



Table 2: Summary of Groundwater Analytical Results
12350 E. Nine Mile Road
Warren, Michigan
AKT Peerless Project No. 17495F3-3-26

Barrell and Charles	10	3	Groundwater	Residential		Flammability		Sample	AKT-18W
	Abstract	Drinking	Surface	Groundwater	Water	and	Maximum	Collection	1/6/23
*(Refer to detailed laboratory report for method reference data)	Service	Water	Interface	to Indoor Air Inhalation Criteria	Solubility	Screening	Detected	Screen Depth	(4-9")
Metals (µg/L)									
Arsenic	7440-38-2	10 (A)	10	NLV	NA	٥	9.9		6.6
Barium (B)	7440-39-3	2,000 (A)	(9)	NLV	NA	Ω	450	1	450
Cadmium (B)	7440-43-9	5.0 (A)	(x'5)	NLV	NA	Ω	2		42
Chromium, Total	7440-47-3	100 (A)	11	NLV	NA	Ω	<10		<10
Copper (B)	7440-50-8	1,000 (E)	(9)	NLV	NA	Ω	\$		10
Lead (B)	7439-92-1	4.0 (L)	(X'S)	NLV	NA	0	\$		\$
Mercury, Total	7439-97-6	2.0 (A)	0.0013	56 (S)	56	۵	<0.2	No.	<0.2
Selenium (B)	7782-49-2	50 (A)	ın	NLV	NA	Ω	\$		\$
Silver (B)	7440-22-4	34	0.2 (M); 0.06	NLV	NA	Ω	<\$		S
Zinc (8)	7440-66-6	2,400	(9)	NLV	NA	Ω	<50		<50
Polynuclear Aromatic Hydrocarbons (PNAs, µg/L,	ŕ								
2-Methylnaphthalene	91-57-6	260	19	25,000 (S)	24,600	0	5.4		5.4
Acenaphthene	83-32-9	1,300	38	4,200 (S)	4,240	Ω	5.6		5.6
Acenaphthylene	208-96-8	52	Q	3,900 (S)	3,930	Ω	0,0		9.6
Anthracene	120-12-7	43 (S)	Q	43 (5)	43.4	Ω	23		23
Benzo(a)anthracene (Q)	56-55-3	2.1	Q	NLV	9.4	Ω	96		96
Benzo(a)pyrene (Q)	50-32-8	5.0 (A)	Q	NEV	1.62	Ω	140		140
Benzo(b)fluoranthene (Q)	205-99-2	1.5 (S, AA)	٥	Ω	1.5	Ω	270		270
Benzo(g,h,i)perylene	191-24-2	1.0 (M); 0.26 (S)		NLV	0.26	Ω	33		33
Benzo(k)fluoranthene (Q)	207-08-9	1.0 (M); 0.8 (S)	AN	NEV	8.0	ID	45		45
Chrysene (Q)	218-01-9	1.6 (S)	D	O	1.6	QI	140		140
Dibenzo(a,h)anthracene (Q)	53-70-3	2.0 (M); 0.21	Q	NLV	2.49	Ω	8.2		8.2
Fluoranthene	206-44-0	210 (S)	1.6	210 (S)	206	Ω	160		160
Fluorene	86-73-7	880	12	2,000 (S)	1,980	۵	9,1		9.1
Indeno(1,2,3-cd)pyrene (Q)	193-39-5	2.0 (M); 0.022 (S)	۵	NEV	0.022	٥	90		09
Naphthalene	91-20-3	520	11	31,000 (S)	31,000	AN	7.7		7.7
Phenanthrene	85-01-8	52	2.0 (M); 1.7	1,000 (S)	1,000	Ω	81		81
Pyrene	129-00-0	140 (S)	Q	140 (S)	135	Ω	150		150
Remaining PNAs		a	Œ.	0.	,	,	BDL		BDL
Volatile Organic Compounds (VOCs, µg/L)									
1,1,2,2-Tetrachloroethane	79-34-5	8.5	78 (X)	12,000	2.97E+06	Ω	<10		430
1,1,2-Trichloroethane	79-00-5	5.0 (A)	330 (X)	17,000	4.42E+06	NA	<10		<10
1,1-Dichloroethylene (i)	75-35-4	7.0 (A)	130	200	2.25E+06	97,000	<10		¢10
Dibromochioropane	90-12-8	0.2 (A)	2 1	220	1,230	ď.	OE>		<10
Ethylene dibromide	106-93-4	0.05 (A)	5.7 (X)	2,400	4.20E+06	٥	<10		<10
1,2-Dichloroethane (I)	107-06-2	5.0 (A)	360 (X)	9,600	8.52E+06	2.50E+06	<10		<10
1,2-Dichloropropane (I)	78-87-5	5.0 (A)	230 (X)	16,000	2.80E+06	5.50E+05	<10		<10
1,3-Dichlorobenzene	541-73-1	9.9	28	18,000	1.11E+05	۵	<10		<10
Actylonitrile (I)	107-13-1	2.6	2.0 (M); 1.2	34,000	7.50E+07	6.40E+06	<10		<10
Benzene (I)	71-43-2	5.0 (A)	200 (X)	2,600	1,75E+06	68,000	<10		<10
Carbon tetrachloride	56-23-5	5.0 (A)	45 (X)	370	7.93E+05	D	<10		<10
Hexachloroethane	67-72-1	7.3	6.7 (X)	27,000	50,000	D	<10		<10
Methylene chloride	75-09-2	5.0 (A)	1,500 (X)	2,20E+05	1.70E+07	Q	<50		<50
Trichloroethylene	79-01-6	5.0 (A)	200 (X)	2,200	1.10E+06	Ω	<10		<10
Vinyl chloride	75-01-4	2.0 (A)	13 (X)	1,100	2.76E+06	33,000	<10		<10
Remanining VOCs		90	*			,	BDI.		BDL



R 299.49 FOOTNOTES FOR GENERIC CLEANUP CRITERIA TABLES

Cleanup Criteria Requirements for Response Activity (formerly the Part 201 Generic Cleanup Criteria and Screening Levels)
(as last revised by EGLE on December 21, 2020)

- (A) Criterion is the state of Michigan drinking water standard established pursuant to Section 5 of 1976 PA 399, MCL 325.1005.
- (8) Background, as defined in R 299.1(b), may be substituted if higher than the calculated cleanup criterion. Background levels may be jess than criteria for some increanic compounds.
- (C) The criterion developed under R 299.20 to R 299.26 exceeds the chemical-specific soil saturation screening level (Csat). The person proposing or implementing response activity shall document whether additional response activity is required to control free-phase liquids or NAPL to protect against risks associated with free-phase liquids by using methods appropriate for the free-phase liquids present. Development of a site-specific Csat or methods presented in R 299.22, R 299.24(5), and R 299.26(8) may be conducted for the relevant exposure pathways.
- (D) Calculated criterion exceeds 100 percent, hence it is reduced to 100 percent or 1.0E+9 parts per billion (ppb).
- (E) Criterion is the aesthetic drinking water value, as required by Section 20120a(5) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A notice of aesthetic impact may be employed as an institutional control mechanism if groundwater concentrations exceed the aesthetic drinking water criterion, but do not exceed the applicable health-based drinking water value [as provided in the table in Footnote (E) in R 299.49).
- (F) Criterion is based on adverse impacts to plant life and phytotoxicity.
- (G) Groundwater surface water interface (GSI) criterion depends on the pH or water hardness, or both, of the receiving surface water. The final chronic value (FCV) for the protection of aquatic life shall be calculated based on the pH or hardness of the receiving surface water. Where water hardness exceeds 400 mg CaCO3/L, use 400 mg CaCO3/L for the FCV calculation. The FCV formula provides values in units of ug/L or ppb. The generic GSI criterion is the lesser of the calculated FCV, the wildlife value (WV), and the surface water human non-drinking water value (HNDV). The soil GSI protection criteria for these hazardous substances are the greater of the 20 times the GSI criterion or the GSI soil-water partition values using the GSI criteria developed with the procedure described in this footnote [See table in Footnote (G) in R 299.49].
- (H) Valence-specific chromium data (Cr III and Cr VI) shall be compared to the corresponding valence-specific cleanup criteria. If both Cr III and Cr VI are present in groundwater, the total concentration of both cannot exceed the drinking water criterion of 100 ug/L. If analytical data are provided for total chromium only, they shall be compared to the cleanup criteria for Cr VI. Cr III soil cleanup criterion for protection of drinking water can only be used at sites where groundwater is prevented from being used as a public water supply, currently and in the future, through an approved land or resource use restriction.
- (I) Hazardous substance may exhibit the characteristic of ignitability as defined in 40 C.F.R. §261.21 (revised as of July 1, 2001), which is adopted by reference in these rules.
- (1) Hazardous substance may be present in several isomer forms. Isomer-specific concentrations shall be added together for comparison to criteria
- (K) Hazardous substance may be flammable or explosive, or both.
- (L) Criteria for lead are derived using a biologically based model, as allowed for under Section 20120a(9) of the NREPA, and are not calculated using the algorithms and assumptions specified in pathway-specific rules. The generic residential drinking water criterion of 4 ug/L is linked to the generic residential soil direct contact criterion of 400 mg/kg. A higher concentration in the drinking water, up to the state action level of 15 ug/L, may be allowed as a site-specific remedy and still allow for drinking water use, under Section 20120a(2) of the NREPA if soil concentrations are appropriately long mg/kg. If a site-specific criterion is approved based on this subdivision, a notice shall be filed on the deed for all property where the groundwater concentrations will exceed 4 ug/L to provide notice of the potential for unacceptable risk if soil or groundwater concentrations increase. Acceptable concentrations of site-specific soil and drinking water concentrations are presented in the [See table in Footnote (L) in R299.49].
- (M) Calculated criterion is below the analytical target detection limit, therefore, the criterion defaults to the target detection limit.
- (N) The concentrations of all potential sources of nitrate-nitrogen (e.g., ammonia-N, nitrate-N) in groundwater that is used as a source of drinking water shall not, when added together, exceed the nitrate drinking water criterion of 10,000 ug/L. Where leaching to groundwater is a relevant pathway, soil concentrations of all potential sources of nitrate-nitrogen shall not, when added together, exceed the nitrate drinking water protection criterion of 2.0E+5 µg/kg.
- (O) The concentrations of all potential sources of nitrate-nitrogen (e.g., ammonia-N, nitrite-N) in groundwater that is used as a source of drinking water shall not, when added together, exceed the nitrate drinking water criterion of 10,000 ug/L. Where leaching to groundwater is a relevant pathway, soil concentrations of all potential sources of nitrate-nitrogen shall not, when added together, exceed the nitrate drinking water protection criterion of 2.0E+5 µg/kg.
- (P) The concentrations of all potential sources of nitrate-nitrogen (e.g., ammonía-N, nitrite-N) in groundwater that is used as a source of drinking water shall not, when added together, exceed the nitrate drinking water criterion of 10,000 ug/L. Where leaching to groundwater is a relevant pathway, soll concentrations of all potential sources of nitrate-nitrogen shall not, when added together, exceed the nitrate drinking water protection criterion of 2.0E+5 µg/kg.
- (Q) Criteria for carcinogenic polycyclic aromatic hydrocarbons were developed using relative potential potencies to benzo(a) pyrene.
- (R) Hazardous substance may exhibit the characteristic of reactivity as defined in 40 C.F.R. §261.23 (revised as of July 1, 2001), which is adopted by reference in these rules.
- (5) Criterion defaults to the hazardous substance-specific water solubility limit.
- (T) Refer to the federal Toxic Substances Control Act (TSCA), 40 C.F.R. §761, subpart D and 40 C.F.R. §761, Subpart G, to determine the applicability of TSCA cleanup standards. Subpart D and subpart G of 40 C.F.R. §761 (July 1, 2001) are adopted by reference in these rules. Alternatives to compliance with the TSCA standards listed below are possible under 40 C.F.R. §761 Subpart D. New releases may be subject to the standards identified in 40 C.F.R. §761, Subpart G. Use Part 201 soil direct contact cleanup criteria in the following table if TSCA standards are not applicable. [See table in Footnote (T) in R 299.49].
- (U) Hazardous substance may exhibit the characteristic of corrosivity as defined in 40 C.F.R. §261.22 (revised as of July 1, 2001), which is adopted by reference in these rules.
- (V) Criterion is the aesthetic drinking water value as required by Section 20120(a)(5) of the NREPA. Concentrations up to 200 ug/L may be acceptable, and still allow for drinking water use, as part of a site-specific cleanup under Section 20120a(2) and 20120b of the NREPA.
- (W) Concentrations of trihalomethanes in groundwater shall be added together to determine compliance with the Michigan drinking water standard of 80 ug/L. Concentrations of trihalomethanes in soil shall be added together to determine compliance with the drinking water protection criterion of 1,600 ug/kg.
- (X) The GSI criterion shown in the generic deanup criteria tables is not protective for surface water that is used as a drinking water source. For a groundwater discharge to the Great Lakes and their connecting waters or discharge in close proximity to a water supply latake in infand surface waters, the generic GSI criterion shall be the surface water human drinking water value (HDV) listed in the [table in Footnote (X) in R 299.49], except for those HDV indicated with an asterisk. For HDV with an asterisk for HDV what has a sterisk for HDV what has been for the HDV, the WV, and the calculated FCV. See formulas in (the table in Footnote (G) in R 299.49], except for those values with an asterisk. Soil GSI protection criteria based on the HDV shall be as listed in the [table in Footnote (X) in R 299.49], except for those values with an asterisk shall be the greater of 20 times the GSI criterion or the GSI soil-water partition values using the GSI criteria developed with the procedure described in this footnote.
- (Y) Source size modifiers shown in the [See table in Footnote (Y) in R 299.49] shall be used to determine soll inhalation criteria for ambient air when the source size is not one-half acre. The modifier shall be multiplied by the generic soll inhalation criteria shown in the table of generic cleanup criteria to determine the applicable criterion, See Footnote (C) (in R 299.49).
- (Z) Mercury is typically measured as total mercury. The generic cleanup criteria, however, are based on data for different species of mercury. Specifically, data for elemental mercury, chemical abstract service (CAS) number 7439976, serve as the basis for the basis for the basis for the soil volatilization to indoor air criteria, groundwater volatilization to indoor air, and soil inhalation criteria. Data for methyl mercury, CAS number 22967926, serve as the basis for the GSI criterion; and data for mercuric chloride, CAS number 7487947, serve as the basis for the drinking water, groundwater contact, soil direct contact, and the groundwater protection criteria. Comparison to criteria shall be based on species-specific analytical data only if sufficient facility characterization has been conducted to rule out the presence of other species of mercury.
- (AA) Use 10,000 ug/L where groundwater enters a structure through the use of a water well, sump or other device. Use 28,000 ug/L for all other uses.
- (BB) The state drinking water standard for asbestos (fibers greater than 10 micrometers in length) is in units of a million fibers per liter of water (MFL). Soil concentrations of asbestos are determined by polarized light microscopy.
- (CC) Groundwater: The generic GSI criteria are based on the toxicity of unionized ammonia (NH₃); the criteria are 29 ug/L and 53 ug/L for cold water and warm water surface water, respectively. As a result, the GSI criterion shall be compared to the percent of the total ammonia concentration in the groundwater that will become NH₃ in the surface water. This percent NH₃ is a function of the pH and temperature of the receiving surface water and can be estimated using the [table in Footnote (CC) in R 299.49], taken from Emerson, et al., (Journal of the Fisheries Research Board of Canada, Volume 32(12):2382, 1975). The generic approach for estimating NH₃ assumes a default pH of 8 and default temperatures of 68 °F and 85 °F for cold water and warm water surface water, respectively. The resulting NH₃ is 3.8 percent and 7.2 percent for cold water and warm water, respectively. This default percentage shall be multiplied by the total ammonia-nitrogen (NH₃-N) concentration in the groundwater and the resulting NH₃ concentration compared to the applicable GSI criterion. As an alternative, the maximum pH and temperature data from the specific receiving surface water can be used to estimate, from the {table in Footnote (CC) in R 299.49], a lower percent unionized ammonia concentration for comparison to the generic GSI.
- Soll: The generic soil GSI protection criteria for unionized ammonia are 580 ug/kg and 1,100 ug/kg for cold water and warm water surface water, respectively.
- (DD) Hazardous substance causes developmental effects. Residential direct contact criteria are protective of both prenatal and postnatal exposure. Nonresidential direct contact criteria are protective for a pregnant adult receptor.
- (EE) The (values listed in the table in Footnote (EE) in 299.49] are applicable generic GSI criteria as required by Section 20120e of the NREPA.
- (FF) The chloride GSI criterion shall be 125 mg/L when the discharge is to surface waters of the state designated as public water supply sources or 50 mg/L when the discharge is to the Great Lakes or connecting waters. Chloride GSI criteria shall not apply for surface waters of the state that are not designated as a public water supply source, however, the total dissolved solids criterion is applicable.
- (GG) Risk-based criteria are not available for methane due to insufficient toxicity data. An acceptable soil gas concentration (presented for both residential and nonresidential land uses) was derived utilizing 25 percent of the lower explosive level for methane. This equates to 1.25 percent or 8.4£+6 ug/m³.
- (HH) The residential criterion for sodium is 230,000 ug/L in accordance with the Sodium Advisory Council recommendation and revised Groundwater Discharge Standards.
- (II) The residential drinking water criterion for 1,4-dioxane is not calculated using the equations of R 299.10 or the toxicological and chemical-physical data as shown in Table 4 of R 299.50. The drinking water criterion is calculated using the United States Environmental Protection Agency's (U.S. EPA) "Toxicological Review of 1,4-Dioxane" EPA/635/R-11/003F, September 2013, and the department's residential exposure algorithms to protect both children and adults from unsafe levels of the chemical.
- ID Insufficient data to develop criterion.
- NA A criterion or value is not available or, in the case of background and CAS numbers, not applicable.
- NLL Hazardous substance is not likely to leach under most soil conditions.
- NLV Hazardous substance is not likely to volatilize under most conditions.
- ug/kg Micrograms per kilogram
- ug/L Micrograms per liter NS Not sampled
- BDL Below Laboratory Method Detection Limits
- BOLD Exceeds highlighted criteria.

Attachment F Asbestos Survey Summary Results



CLIENT: Young Supply Company

PROJECT NO: 17495f3 -1-194

12350 E. Nine Mile Road

PROJECT:

Warren, Michigan

1 2 3 4 4 5 6	0"-2" Pipe Insulation 2"-4" Pipe Insulation	_			
2 3 4 5 6	2"-4" Pipe Insulation	Throughout	TSI	5,450 LF	Friable
3 4 4 6 6 7 7		Throughout	TSI	10,000 LF	Friable
5 6 7	>4" Pipe Insulation	Throughout	TSI	2,200 LF	Friable
6 7	0"-2" Pipe Fittings	Throughout	TSI	370	Friable
6 7	2"-4" Pipe Fittings	Throughout	TSI	390	Friable
7	>4" Pipe Fittings	Throughout	TSI	35	Friable
	Fire Door	Throughout	MM	30	Non Friable
		FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-			
8 Winde	Window Glaze (7'x12' Multi Pain Windows)	9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-	MM	700 Windows	Friable
		16;FS-17;FS-18;FS-19;FS-20;FS-21			
		FS-1;FS-23;FS-28;FS-29;FS-30;FS-31;FS-			
6	Drywall	32;FS-35;FS-36;FS-37;FS-38;FS-39;FS-41;FS-	SM	5,725 SF	Non Friable
		42;FS-44			
10	*Old Switch Boxes*	FS-2;FS-3;FS-4;FS-6;FS-7;FS-17	MM	15	Non Friable
11	Drywall w/ Joint Compound	FS-22;FS-26;FS-28;FS-30;FS-32;FS-33	SM	1,750 SF	Non Friable
12	Black Coating on Floor	FS-23	MM	50 SF	Non Friable
		FS-24;FS-25;FS-28;FS-29;FS-30;FS-31;FS-			
13	2'x4' Pinhole Ceiling Tile	32;FS-33;FS-34;FS-36;FS-37;FS-38;FS-39;FS-	Z	5,500 SF	Friable
	ANDA	41;FS-42;FS-44		9	
14 Gr	Gray and Tan 9" Floor Tile w/ Mastic	FS-27	MM	100 SF	Non Friable
15 12	12" Medium Hole Ceiling Tile w/ GP	FS-27;FS-28;FS-29;FS-31;FS-35;FS-36;FS-37;FS-38;FS-39;FS-41;FS-42;FS-44	SM	3,600 SF	Non Friable
16	4" Black Cove Base	FS-27	MM	10 SF	Non Friable
17	12" Smooth Ceiling Tile w/ GP	FS-27	SM	15 SF	Non Friable
18	Plaster	FS-27;FS-28;FS-30;FS-33;FS-36;FS-50;FS-51	SM	1,200 SF	Non Friable



CLIENT: Young

Young Supply Company

 PROJECT NO:
 17495f3 - 1

 PROJECT:
 12350 E. N

17495f3 -1- 194 12350 E. Nine Mile Road

Warren, Michigan

Residual Spots >10,000 SF 350 SF	
120 SF 50 SF 350 SF 1,650 SF 575 SF 9,500 SF 1,100 SF 100 SF 50 SF 50 SF 50 SF 7 Windows	120 SF 50 SF 350 SF 1,650 SF 575 SF 9,500 SF 100 SF 50 SF 50 SF 125 SF 7 Windows
MM	WW
FS-29;FS-36;FS-37;FS-38;FS-42;FS-42;FS-44;FS-44;FS-47;FS-48;FS-49;FS-50;FS-51 FS-29;FS-32;FS-34;FS-35;FS-36;FS-42;FS-51 FS-30;FS-31;FS-37;FS-36;FS-49;FS-50;FS-51 FS-30 FS-30 FS-30 MM FS-30 FS-30 MM FS-30 FS-30 MM FS-	
SM MM SM MM MM	SM MM SM MM MM
MM SM MM MM	MM SM MM
NM NM MM	NM NM MM
NIM MIM	MM MM
MM NM	MM MM
MM	MM 2,560 SF
	MM 2,560 SF



PROJECT NO: CLIENT:

Young Supply Company 17495f3 -1- 194

12350 E. Nine Mile Road

PROJECT:

Warren, Michigan

Material Location(s)
FS-32
FS-32
FS-33
FS-34
FS-29;FS-36;FS-37;FS-38;FS-39;FS-43;FS- 44;FS-45;FS-47;FS-48;FS-49;FS-50;FS-51
FS-37;FS-38
FS-40
FS-39;FS-41
FS-42
FS-42
FS-43
FS-45
FS-31;FS-37;FS-38;FS-44;FS-49;FS-51
FS-Exterior
1011



CLIENT: Young Supply Company

PROJECT NO: 17495f3 -1-194

PROJECT: 12350 E. Nine Mile Road

Warren, Michigan

Friability	Non Friable	Non Friable	Friable	Non Friable
Approx. Quantity	15 Panels	185 Panels	16 LF	200,000 SF
Material Class	MM	MM	MM	MM
Material Location(s)	FS-Exterior	FS-Exterior	FS-Exterior	FS-Exterior
Material Description	Transite Panels	Exterior Paneling (4'x14')	Building Caulk (1/2 inch bead)	*Roofing*
HA No.	54	55	56	57

HA= Homogeneous Area

FS = Functional Space

SF= Square Feet

NE = Not Estimated

MM = Miscellaneous Material

Assumed Materials

SM = Surfacing Material

TSI = Thermal System Insulation

Bold = Asbestos Material



FUNCTIONAL SPACE DESIGNATIONS

Young Supply Company 17495f3 -1-194 12350 E. Nine Mile Road Warren, Michigan CLIENT: PROJECT NO: PROJECT:

Functional Space (FS) No.	Description	Functional Space (FS) No.	Description	Functional Space (FS) No.	Description
FS-1	North Wall to A17 Bay	FS-22	Center Work Lab near FS-14	FS-43	Vault/Safe Room
FS-2	M17 to M16 Bay	FS-23	Telephone Room North of FS-22	FS-44	2 Joint Offices East fo FS-43
FS-3	A15 to A16 Bay	FS-24	Womens Room	FS-45	Servor Room
FS-4	M15 to M14 Bay	FS-25	Mens Room	FS-46	Room East fo FS-45
FS-5	A13 to A16 Bay	FS-26	Mechanical Room West of FS-16	FS-47	Short Hall East of FS-46
FS-6	M13 to M12 Bay	FS-27	Server Room North of FS-1	FS-48	North East Corner Joint Office Rooms
FS-7	A11 to A12 Bay	FS-28	Front Lobby	FS-49	East of FS-47
FS-8	Room Surrounding M10	FS-29	East to West Main Hall	FS-50	East of FS-50
FS-9	M11 to M10 Bay	FS-30	Office South of FS-28	FS-Exterior	North, South, East, West side of structures including Mech. Room
FS-10	A9 to A10 Bay	FS-31	Room South of FS-30 Lobby		
FS-11	M8 to M9 Bay	FS-32	Hallway South of FS-31		
FS-12	A7 to A8 Bay	FS-33	Utility Room		
FS-13	M6 to M7 Bay	FS-34	Hall and Office Area Accorss from FS-33		
FS-14	A5 to A6 Bay	FS-35	North Office East of FS-1		
FS-15	M4 to M5 Bay	FS-36	3 Joint Offices across from FS-35		
FS-16	A3 to A4 Bay	FS-37	Room North of 3 Joint Offices		
FS-17	M2 to M3 Bay	FS-38	Room East of FS-37		
FS-18	A1 to A2 Bay	FS-39	Womens Room off Main Hall		
FS-19	L to L1	FS-40	Mechanical Room across from Womens Room		
FS-20	South Wall to G Bay	FS-41	Mens Room		
FS-21	Mechanical Room NW Corner	FS-42	Kitchenette		



Young Supply Company 17495f3 -1- 194 CLIENT: PROJECT NO: PROJECT:

12350 E. Nine Mile Road Warren, Michigan

2 2"-4" Pipe Insulation 3 >4" Pipe Insulation 4 0"-2" Pipe Insulation 5 2"-4" Pipe Insulation 6 >4" Pipe Fittings 7 *Fire Door * Pain Windows) 9 Drywall 10 *Old Switch Boxes* 11 Drywall w/ Joint Compound	1.1 1.2 1.3 2.1 2.2 2.3	CHR=10%;AMO=5% NA	Throughout	
	1.2 1.3 2.1 2.2 2.3	AN		
	1.3 2.1 2.2 2.3 2.3		Throughout	
	2.1 2.3 2.3	AN	Throughout	
	2.2 2.3	CHR=10%;AMO=5%	Throughout	
	2.3		Throughout	
	2.1		Throughout	
	1:0	CHR=10%;AMO=5%	Throughout	
	3.2		Throughout	× 6
	3.3		Throughout	
	4.1	CHR=10%;AMO=5%	Throughout	
	4.2		Throughout	
	4.3		Throughout	
	5.1	CHR=20%;AMO=5%	Throughout	
	5.2	NA	Throughout	
	5.3	NA	Throughout	
	6.1	CHR=10%;AMO=10%	Throughout	
	6.2	NA	Throughout	
	6.3	NA	Throughout	
		PACM	Throughout	
	i 8.1	CHR=5%	FS-1	
	8.2	NA	FS-21	
50001	9.1	NAD	FS-1	
	9.2	NAD	FS-31	All Layer NAD
	9.3	NAD	FS-44	
90.00		PACM	Throughout	
	11.1	NAD	FS-22	
	11.2	NAD	FS-26	All Layer NAD
	11.3	NAD	FS-33	
Black Coating on Elock	12.1	NAD	FS-23	
	12.2	NAD	FS-23	All Layer INAD
13 Sylva Dinhole Cailing Tile	13.1	NAD	FS-24	
	13.2	NAD	FS-28	All Layer NAD



CLIENT: PROJECT NO: PROJECT:

Young Supply Company 17495f3 -1- 194

12350 E. Nine Mile Road

Warren, Michigan

HA NO.	Material Description	sample Number	Aspestos Content	Sample Location	Cilianina
17	Gray and Tan 9" Floor Tile w/	14.1	FT-CHR=10%;M=NAD	FS-27	
4	Mastic	14.2	FT=NA;M=NAD	FS-27	
	althought and the Allender	15.1	CT=NAD;GP- CHR=1.5%	FS-27	
15	w/ GP	15.2	CT=NAD;GP-CHR=NA	FS-44	
		15.3	CT=NAD;GP-CHR=NA	FS-38	
16		16.1	NAD	FS-27	
TO	4 black cove base W/ Auriesive	16.2	NAD	FS-27	All Layer IVAD
		17.1	CT=NAD;GP=1.25%	FS-27	
		17.2	CT=NAD;GP=NA	FS-27	
17	12" Smooth Ceiling Tile w/ GP	17.3	CT=NAD;GP=NA	FS-27	
		17.4	CT=NAD;GP=NA	FS-27	
		17.5	CT=NAD;GP=NA	FS-27	
		18.1	NAD	FS-27	
	0.00	18.2	NAD	FS-33	
18	Plaster	18.3	NAD	FS-28	
		18.4	NAD	FS-51	
		18.5	NAD	FS-36	
10	Mastic on Flooring EC.1	19.1	CHR=1.5%	FS-1	
3	ואומפונר כון נוססוווו פו ב-ד-ב	19.2	NA	FS-1	
		20.1	NAD	FS-28	
20	Textured Paint	20.2	NAD	FS-28	All Layer NAD
		20.3	NAD	FS-28	
11	מונים מונים הייבים ווש	21.1	NAD	FS-28	CALMANA
77	o diay cove base	21.2	NAD	FS-33	All Layer NAD
	/ oliT neilion long angery "ct	22.3	NAD	FS-28	
22	77 Oldige reel celling lile W	22.3	NAD	FS-28	All Layer NAD
	b	22.3	NAD	FS-28	
73	12" White Markled Floor Tile	23.1	NAD	FS-28	G & I A
3	12 Wille Malbied Fibbl Hie	23.2	NAD	FS-28	All Layer INAD
ν.	12" Black w/ Gray Specks Floor	24.1	NAD	FS-29	
+ 7	TIle	24.2	NAD	FS-48	All Layer NAD
35	معدوا مبين بإعدام "ك	25.1	NAD	FS-29	CAMPAGE
2		25.2	NAD	FS-51	All Layer INAD
36	Drawall w/ Coating	26.1	NAD	FS-29	CAMPONIA
20	DI ywall w/ Coariig	120	UAN	EC 51	All Layer IVAD



Young Supply Company 17495f3 -1- 194 12350 E. Nine Mile Road Warren, Michigan CLIENT: PROJECT NO: PROJECT:

HA No.	Material Description	Sample Number	Asbestos Content	Sample Location	Comments
77	taion Court	27.1	NAD	FS-30	
/7	rilled lexture raillt	27.2	NAD	FS-31	All Layer IVAD
30	12" Off White Marbled Floor	28.1	NAD	FS-30	
97	Tile	28.2	NAD	FS-30	All Layer INAD
20	12" Brown W Tan Streets	29.1	NAD	FS-30	
67	12 Blowil W/ Idil Streaks	29.2	NAD	FS-30	All Layer NAD
000	Rough Textured 12" Ceiling Tile	30.1	NAD	FS-30	=
20	w/ GP	30.2	NAD	FS-30	All Layer NAD
,	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	31.1	NAD	FS-30	
21	o brown cove base	31.2	NAD	FS-30	All Layer NAD
22	Multi Pain Rectangle Windows	32.1	CHR-1.5%	FS-31	
35	Glaze (12' X 4')	32.2	NA	FS-49	
	The state of the s	33.1	NAD	FS-28	-
cc	raux wood Flooring	33.2	NAD	FS-51	All Layer NAD
20	T 2220 0 2220 7 11.0	34.1	NAD	FS-31	-
40	o cove base rail	34.2	NAD	FS-31	All Layer NAD
35	15T 200 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	35.1	NAD	FS-32	
cc	TZ ved w/ Streaks ribbi lile	35.2	NAD	FS-32	All Layer NAD
96	A" Grave Court Baco	36.1	NAD	FS-32	-
oc	4 Glay Cove base	36.2	NAD	FS-32	All Layer NAD
27	allew and ania	37.1	NAD	FS-33	
27	Gide Oil Walls	37.2	NAD	FS-33	All Layer NAD
		38.1	CA=NAD;M=1.75%	FS-34	
		38.2	CA=NAD;M=NA	FS-34	
38	Carpet Adhesive and Mastic	38.3	CA=NAD;M=NA	FS-34	
		38.4	CA=NAD;M=NA	FS-34	
		38.5	CA=NAD;M=NA	FS-34	
30	o" Tan Floor Tile w/ Mastic	39.1	FT=NAD;M=1.5%	FS-36	
3	Call Loor line W/ Master	39.2	FT=NAD;M=NA	FS-48	
70	Volland Mond Daniel	40.1	NAD	FS-37	
7	Tellow Wood Fallelling Adilesive	40.2	NAD	FS-48	All Layer INAD
71	Cloth Duct Icolation Laint	41.1	NAD	FS-40	C < 22
4.5	Clotil Dact Isolation Joint	41.2	NAD	FS-40	All Layer INAU
42	from l'organit	42.1	NAD	FS-39	
74	Silial Ceraliic W/ Glout	42.2	NAD	FS-41	All Layer INAU
43	White Sink Undercosting	43.1	NAD	FS-42	Column
1	9	43.2	NAD	FS-42	All Layer INAD



Young Supply Company 17495f3 -1- 194 CLIENT:

12350 E. Nine Mile Road PROJECT NO: PROJECT:

Warren, Michigan

HA No.	Material Description	Sample Number	Asbestos Content	Sample Location	Comments
77	12" Brown Mottled Floor Tile	44.1	NAD	FS-42	College
	TE DIOWII MORREA LIOOI IIIE	44.2	NAD	FS-42	All Layer NAD
75	Toytured Distant	45.1	NAD	FS-43	200
2	ובעומו בת בומארפו	45.2	NAD	FS-43	All Layer INAD
31/	12" Grav Mottled Clear Tile	46.1	NAD	FS-45	
2	בל כומל ואוסניופת נוססו ווופ	46.2	NAD	FS-45	All Layer NAD
7.7	sleep Windhall Come	47.1	NAD	Exterior	
f	Lower William Seals	47.2	NAD	Exterior	All Layer NAD
10		48.1	NAD	Exterior	
0	פווכע פוום ואוסו נפו	48.2	NAD	Exterior	All Layer NAD
97	Window Glaze (5'x8' Multi Pain	49.1	NAD	Exterior	
1	Windows)	49.2	NAD	Exterior	All Layer NAD
5	Window Frame Caulk (5'x8'	50.1	CHR-5%	Exterior	
20	Multi Pain Windows)	50.2	NA	Exterior	
7.7	Alice omergrand	51.1	NAD	Exterior	
10	DOOI FIGURE CAUIN	51.2	NAD	Exterior	All Layer NAD
53	Painted Foam Covering	52.1	NAD	Exterior	
77	Windows	52.2	NAD	Exterior	All Layer NAD
22	articological desired	53.1	NAD	Exterior	
2	בוסכע פווס ועוסו נפו	53.2	NAD	Exterior	All Layer NAD
27	Joned officery	54.1	CHR-=10%	Exterior (Mechanical Room)	
t	וומווזורב במוובוז	54.2	NA	Exterior (Mechanical Room)	
7,	Exterior Daneling (A'V1A')	55.1	NAD	Exterior	
2	רעובווסו במובווופ (+ עד+)	55.2	NAD	Exterior	
25	Building Cault (1/2 inch boad)	56.1	NAD	Exterior	
2	Dailouing Caush (±/ ≥ Illion Deau)	56.2	NAD	Exterior	
57	*Roofing*	Assu	Assumed	Exterior	

SF = Square Feet NE = Not Estimated PC = Point Count

BB=Baseboard NA = Not Analyzed GP=Glue Pod *Assumed ACM*

JC = Joint Compound D = Drywall

PACM = Presumed Asbestos Containing Material CHR=Chrysotile Asbestos

AMO=Amosite Asbestos NAD = No Asbestos Detected Bold= Positive ACM

Attachment G Hazardous Materials Inventory



HAZARDOUS MATERIALS INVENTORY

CLIENT: PROJECT NO: PROJECT:

Young Supply Company 17495f3 -1- 194

17495f3 -1- 194 12350 E. Nine Mile Road Warren, Michigan

Item	Item Group	Location	Approximate Quantity
Flourescent Bulbs	Mercury	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18; FS-19;FS-20;FS-20;FS-21;FS-22;FS-34;FS-35;FS-36; FS-37;FS-32;FS-34;FS-35;FS-36; FS-37;FS-34;FS-35;FS-36;FS-35;FS-36;FS-35;FS-36;FS-35;FS-36;FS-37;FS-35;FS-36;FS-35;FS-36;FS-35;FS-36;FS-35;FS-35;FS-36;FS-35;	2,421
Ballast	PCB	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18; FS-19;FS-20;FS-20;FS-21;FS-22;FS-34;FS-35;FS-36; FS-37;FS-34;FS-35;FS-36; FS-37;FS-34;FS-39;FS-39;FS-30;FS-34;FS-35;FS-36; FS-37;FS-49;FS-39;FS-39;FS-40	1,211
Fire Exit Sign w/ Emergency Lighting	Battery	FS-1;FS-4;FS-10;FS-13;FS-17;FS-21;FS-29;FS-32	15
Dry Transformer		FS-1;FS-2;FS-4;FS-6;FS-16;FS-17;FS-18;FS-19;FS-26;FS-40	15
Wet Transformer		FS-Exterior	∞
Fire Suppression System		FS-3;FS-5;FS-11;FS-12;FS-16;FS-21	+9
Dock Door Motor		FS-1;FS-3;FS-4;FS-6;FS-7;FS-9;FS-13;FS-16;FS-19;FS-20	26
Thermostat	Mercury	FS-1,FS-32,FS-38,FS-	+5
Heater w/ Electronics	Misc Electronics	FS-3;FS-18;FS-20	+9
Grease Gun	Chemical	F5-3	1- 120 lb container
Fire Extinguisher	Chemical	FS-1,FS-3,FS-4;FS-5;FS-6;FS-7,FS-8;FS-9;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18;FS-19;;FS-29;FS-33;FS-39;FS-xterior	65
Servor Equipment	Misc Electronics	FS-3;FS-9;FS-12;FS-14;FS-27FS-45	+5
Router	Misc Electronics	FS-6;FS-12	2+
Fire Alarm		FS-2;FS-29	3+
Alarm Panels	Battery	FS-21	4+
Electric Water Heater		FS-22;FS-25;FS-40	3+
Electric Hair Dryers	Misc Electronics	FS-24	2
Large Diesel Generator w/ Batteries	Chemical/Batteries	FS-26	н
Anti-Freeze	Chemical	FS-26	1 -1 Gallon Container
Liquid Stripper	Chemical	FS-33;	1-5 Gallon Container
Bio Hazard Container	Possible Haz Conataining	FS-24;FS-25;FS-39;FS-41;	2
Propane Tank	Chemical	FS-26	1-15 lb container
Engine Oil		Page 1 of 2 FS-26	3- 1 Gallon Containers

HAZARDOUS MATERIALS INVENTORY

CLIENT: PROJECT NO: PROJECT:

Young Supply Company 17495f3 -1- 194 12350 E. Nine Mile Road Warren, Michigan

Item	Item Group	Location	Approximate Quantity
Flourescent Bulbs	Mercury	FS-1;FS-2;FS-3;FS-4;FS-5;FS-6;FS-7;FS-8;FS-10;FS-11;FS-12;FS-13;FS-14;FS-15;FS-16;FS-17;FS-18; FS-19;FS-20;FS-21;FS-22;FS-24;FS-25;FS-26;FS-27;FS-29;FS-30;FS-31;FS-32;FS-33;FS-34;FS-35;FS-36; FS-37; FS-37;FS-38;FS-39;FS-30;FS-41;FS-44;FS-45;FS-46;FS-47;FS-48;FS-49;FS-50	2,421
Ballast	P.C.B	FS-1,FS-2,FS-3,FS-4,FS-5,FS-6,FS-7,FS-8,FS-9,FS-10,FS-11,FS-12,FS-13,FS-14,FS-15,FS-16,FS-17,FS-18; FS-19,FS-20,FS-21,FS-21,FS-22,FS-24,FS-25,FS-26,FS-27,FS-29,FS-30,FS-31,FS-32,FS-33,FS-34,FS-35,FS-36, FS-37,FS-37,FS-38,FS-39,FS-40,FS-41,FS-42,FS-43,FS-44,FS-45,FS-46,FS-47,FS-48,FS-49,FS-50	1,211
Floor Finish	Chemical	FS-28;FS-33	1 - 1 Gallon; 1 - 5 Gallon Containers
Water Fountain	Freon	FS-29;FS-32;	4
Thermometer	Mercury	FS-40	2
Old Temperature Gauge		FS-40	1+
Compressores w/ Oil on Balancer	Oil	FS-40	
Halide Lamps		FS-43;	8
Halide Bulbs		FS-43;	12+
Oil Paint	Chemical	FS-43;	3+ - 1 Gallon Containers
LED Lights		FS-Exterior	8+
Box Lights		FS-Exterior	18+
Security Camera	Battery	FS-Exterior	±5
Above Groud Diesel Storage Tank		FS-Exterior (East Side of Structure)	1-approx, 550 Gallon Tank
Dock Door Hydraulics	Hydraulic Oil	FS-Exterior (North and South Sides of Structure)	19+
Switch Magnet		FS-Exterior (East Side of Structure)	1+
Old Circuit Breakers		FS-Exterior (East Side of Structure)	1+
Old Electrical Equipment	Misc Electronics	FS-Exterior (East Side of Structure)	4+
Satellite	Misc Electronics	FS-Exterior	1+
Telephone Equipment	Misc Electronics	FS-27	T
A/C		FS-45	2
Fire Pump Controller		FS-21	1
Vapor Light w/ Ballast	Mercury	FS-21	ਜ
Uknown Liquid	Chemical	FS-33	1 -5 Gallon Container

City of Warren Brownfield Redevelopment Authority Application for Inclusion in the Warren Brownfield Plan

This application requests information that may be utilized to amend the "City of Warren Brownfield Redevelopment Authority Brownfield Plan", as originally approved by the City Council of the City of Warren. Please complete the information requested below and return to the Economic Development Department, City of Warren. In order to process the application, a fee of \$750 is required. The applicant will be responsible for any costs to process the application that exceed \$750. Also, if tax increment financing to pay for "eligible activities" is requested in addition to a Michigan-Business Tax Credit, an additional fee may be assessed at the conclusion of the process (for costs that exceed \$750).

The application is subject to approval after submission of a complete Plan and Reimbursement Agreement, by the City of Warren Brownfield Redevelopment Authority and the City of Council, after notice and public hearings as required by law.

Applicant Information

Company Name (Business):	Young Supply Co.
Contact Person and Title:	Anthony Vallan, President
Contact Person Mailing Address:	52000 Sierra Drive Chesterfield, MI 48047
Contact Person's Phone Number:	586-421-2400
Contact Person's Fax:	
Contact Person's E-Mail Address:	arvallan@youngsupply.com

Developer Name:	Young Supply Co.
Contact Person and Title of Developer:	Anthony Vallan, President
Developer Mailing Address:	12350 E. Nine Mile Road Warren, MI 48089
Developer Phone Number:	586-421-2400
Contact Person's Fax:	
Developer's E-Mail Address:	arvallan@youngsupply.com

Representative Name:	AKT Peerless
	Samantha Mariuz, Vice President of Economic Development Services

Representative Mailing Address:	22725 Orchard Lake Road Farmington MI 48336
Representative Phone Number:	248-224-0305
Contact Person's Fax:	
Representative E-Mail Address:	mariuzs@aktpeerless.com

Project Information

Location of Eligible Property:	12350 E. Nine Mile Road, Warren, MI 48089
Current Use of Property:	The subject property is developed with one 210,567 square-foot vacant industrial building. The exterior of the subject property consists of concrete sidewalks, driveways, and parking lots and gravel parking areas.
Property Ownership:	XI Mile Road, LLC

The Property is legally described as follows (legal information obtained from Developer and City of Warren Online Assessing Records):

Property ID #	Address	Details	Current Owner
12-13-35-126-004	12350 E. Nine Mile Road	The subject property is developed with one 210,567 square-foot vacant industrial building. The Parcel is approximately 15.30 acres and currently zoned Medium Heavy Industrial (M3). The exterior of the subject property consists of concrete sidewalks, driveways, and parking lots and gravel parking areas.	XI Mile Road, LLC

Address	Parcel Number	Legal Description
12350 E. Nine Mile Road	12-13-35- 126-004	T1N,R12E, SEC 35 COMM AT N 1/4POST SEC 35; TH W 645.10 FT & N89*30'W 190.33 FT TO PT OF BEG; TH S38*53'20"E 80.39 FT; TH SLY 321.14 FT ALG A CURVE TO RIGHT WITH 458.06 FT RADIUS & TANGENT OF 167.83 FT; TH S01*21'40"W 361.46 FT; TH SWLY 390.48 FT ALG A CURVE TO RIGHT WITH 744.66 FT RADIUS & TANGENT OF 199.99 FT; TH S31*25'40"W 85.23 FT; TH N88*56'41"W 485.18 FT; TH N01*04'10"E 1161.02 FT; TH S89*30'E 473.30 FT ALG N SEC LINE TO PT OF BEG. 15.947 AC. 15.30 net w/o road

Type of Brownfield Amendment Requesting: (Please check all that apply:)

i		
	Michigan Business Tax (MBT) Credit	

Tax Increment Financing for Eligible Activities	X

Is the proposed site a "facility" (as defined by Part 201)? <u>YES.</u> (Please provide a copy of the executive summary of any environmental reports available, such as a Phase I or II Environmental Site Assessment, or Baseline Environmental Assessment.). See attached Phase II Environmental Site Assessment & BEA.

Is the applicant's property "blighted" (as defined by P.A. 381 of 1996)? Not applicable (Please provide supporting information.)

Is the applicant's property "functionally obsolete" (as defined by P.A. 381 of 1996)? <u>Not applicable</u> (Please provide supporting information.)

Proposed Development Project Description

Description of Proposed Project (Please include overall project description, including estimates of capital investment and job creation/job retention. Also describe any elements of the project which may entail sustainable development principles, such as site reuse, greenspace preservation, smart growth, storm water design, green roofs, etc.). Describe the public benefit that will result from completion of this project. Provide a site plan or renderings of the development site and improvements. Informational depictions and narratives relative to the size of buildings, acreage and general site improvements like parking, landscaping, etc. are desired.

Project Description (Provide a description of the proposed Project):

Redevelop and rehabilitation of the existing property for Young Supply Company. The subject property had to undergo significant site investigation to document contamination in soil-gas. The redevelopment will require the implementation of engineering controls and a contaminant vapor mitigation system beneath the propped new building to mitigate the potential for vapor intrusion related to residual soil and/or groundwater contamination. Additionally, the building has to undergo significant asbestos abatement to make it safe for employees and customers. The total project investment inclusive of the building cost, renovation and remediation as well as building equipment is approximately \$13.6 million and will create 35 jobs for the community.

Brownfield Incentives (Provide a description of the requested Brownfield Incentives being requested):

Young Supply Company is seeking Local Only, Tax Increment Financing for reimbursement of Brownfield eligible activities necessary to redevelop the project property in a manner that is protective of human health and the environment. A further breakdown of eligible activities can be found on page 4 of this application.

Tax Abatement (Provide a description of any requested Tax Abatement being requested); None.

Projected number of jobs created: 10	
Projected Timetable: 3 Years	

Full Time Jobs (Provide a description of the full-time permanent jobs being created by the proposed Project): Warehouse and Truck Drivers

Construction Related Jobs (Provide a description of the Construction related jobs being created by the proposed Project): Roofing, Plumbing, Electrical, Masonry, HVAC,

Development Costs Estimates

Projected number of jobs retained: 25

Maximum Duration of Plan: 30 years

EGLE Eligible Activities (Provide a description and estimated cost for the EGLE Eligible Activities incurred by the proposed Project):

Predevelopment Activities	
Phase I ESA Reliance Letter	\$ 500
Phase II ESA	\$ 45,600
BEA	\$ 3,000
Asbestos and Hazardous Materials Survey	\$ 12,250
<u>Due Care Compliance Activities</u>	
Due Care Compliance Analysis	\$ 3,500
Supplemental Soil Gas Testing & Pressure Field Extension Testing	\$ 60,000
Vapor Mitigation System (VMS) Design and Installation Plan	\$ 5,500
VMS Installation	\$ 300,000
VMS Post-Installation Start-Up Testing and System Monitoring	\$ 25,000
O&M Plan and Due Care Reporting	\$ 15,000
PCB Transformer Removal	\$ 44,569
PCB Transformer Disposal	\$ 29,330

MSF Eligible Activities (Provide a description and estimated cost for the MSF Eligible Activities incurred by the proposed Project):

Demolition Activities		
Select Interior Demolition	\$	25,000
Asbestos Activities		
Asbestos Abatement	\$	418,000
Abatement Oversight, Air Monitoring and Project Management		47,500
Brownfield Plan & Act 381 Work Plan		
Brownfield Plan	\$	15,000
Implementation	\$	10,000

Project Investments (Provide a Project Budget for the Total Project Investment for the proposed Project for Site Development, Vertical Construction, Personal Property, Fixtures and Equipment, etc.)

Construction Budget	Estimated Cost
Land	\$8,425,000
Building Renovations and Remediation	\$4,290,000
Equipment	\$920,000
TOTAL ESTIMATED BUDGET	\$13,365,000

Project Financing

Describe Project Financing; Identify sources and amount of financing that will be used to support the project.	The project will be self-financed by Young Supply Co.
Why does the project need incentives?	The historical use of the 12350 E. Nine Mile Road property included heavy industrial use, historical records indicated many underground storage tanks (UST), records indicate unknown disposal practices according to a permit for refuse burning. There were pad mounted transformers near the west-central exterior of the property with staining on the concrete beneath. The transformers were found to have PCB's. Additionally, the building has many asbestos containing materials as evidenced in the attached survey. The building must be remediated, and the transformers must be removed to make the site habitable for Young Supply Co., employees, and contractors. The extraordinary costs for conducting environmental due diligence investigations, response activities, and redevelopment that is protective of human health and the environment exceeds the costs of developing a greenfield site. Without incentives, the cost of redeveloping the project property for the proposed use is financially unviable for the success of Young Supply Co.

Additional Information

Describe any other factors that should be considered in evaluating this project.	Without the necessary due care activities including the removal of asbestos materials, removal and proper disposal of PCB containing transformers and the installation of a vapor mitigation systems, it is unlikely that the property would be redeveloped or fully utilized by a reputable Michigan based company expanding its presence in the community.
Also, please explain how this project will benefit the public.	Young Supply Co. was established in 1935 in Detroit, Michigan. Since then, the company has grown to over 18 branch locations, six contractor learning centers, a warehouse distribution center, and an ever-growing delivery fleet. Young Supply Co. is a privately owned company with over 10% of employees being veterans. Their Warren location will redevelop Redevelopment of the project property will redevelop a vacated business operation into a viable business that will provide jobs and services to the local community and bring additional jobs to the city.

• If the property owner is not the Project Applicant, please attach a signed and notarized letter from the property owner authorizing the applicant to submit this application for consideration by the Warren Brownfield Redevelopment Authority.

If the Project Applicant/Developer has the Property under contract, please provide a copy of the Purchase Agreement or other proof of control (contract) with the current Property owner.

Attach a copy of current title, commitment and proof of ownership.

Please note the number of current employees will be due each year for the life of the project on June 1 of each year starting the following year after the project start date. This information can be sent to:

City Of Warren Economic Development One City Square—Suite 215 Warren, MI 48093-6726

Application Preparation

This Application Prepared By:	
AKT Peerless	

Attachments

Site Location Maps

Site Plans, Figures and Renderings

Assessing Records

Brownfield TIF Eligible Activities and 30 Year TIR Estimate

Purchase Agreement

Title Commitment (if ordered)

Vesting Deed to current owner (if provided to Developer)



CITY ATTORNEY'S OFFICE

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

October 1, 2024

Ms. Mindy Moore Council Secretary City of Warren

Re: Proposed Resolution to Approve Brownfield Plan for Redevelopment of Property

at 15150 E. 14 Mile Rd., Warren, Michigan; Parcel No. 13-01-228-024

Developer: Capital 14 Hayes, LLC

Dear Council Secretary Moore:

Attached is a proposed resolution to approve a Brownfield Plan for the remediation and redevelopment of property at 15150 E. Fourteen Mile, at Hayes Road.

The developer is investing \$4,500,000 to develop redevelop vacant and contaminated property as a gasoline filling station, including fast-food and retail sales, fuel service pumps and infrastructural improvements. The tax increment revenue capture is \$915,325, for a 16 year period, with a maximum plan duration of 18 years. The plan includes a 10 percent administrative fee and capture of local revolving funds for local eligible brownfield activities. The project is expected to create 14 full-time and six part-time jobs. The plan provides for the capture of local taxes, with no state education or school operating taxes. The Brownfield Authority recommended the Plan on August 21, 2024.

If acceptable, please submit the proposed resolution, Brownfield Plan and corresponding documents to Council for the public hearing on Tuesday, October 8, 2024. Should you require further information, please let me know.

Respectfully.

Mary Michaels Acting City Attorney

Approved:

Lori M. Stone

Mayor

cc: Tom Tamou, Capital 14 Hayes, LLC Connor Zook, Triterra, Consultant

Tom Bommarito, Economic Development Director

RESOLUTION APPROVING BROWNFIELD PLAN - CAPITAL 14 HAYES, LLC 15150 E. FOURTEEN MILE RD; PARCEL NO. 13-01-228-024

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan held on October 8, 2024 at 7 p.m. Eastern Daylight Savings Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT:	Councilperson
ABSENT:	Councilperson
The fo	ollowing resolution was offered by Councilperson
and supporte	ed by Councilperson

The Brownfield Redevelopment Authority (the "Authority") of the City of Warren, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), recommended approval of a Brownfield Plan for the Redevelopment of Property located at 15150 E. 14 Mile Rd., Warren, Michigan (the "Property") for Capital 14 Hayes, LLC ("the Developer").

Capital 14 Hayes is redeveloping vacant, contaminated property into a gasoline filling station, with retail and fast-food sales, fuel pumps and infrastructural improvements.

The developer is investing approximately \$4,500,000 into site costs and is requesting reimbursement of \$915,325 through the capture of tax increment revenues over a plan duration of 16 years. The plan includes payment of a 10 percent administrative fee and local revolving fund capture for five years.

The Authority has, at least ten (10) days before the meeting of the City of Warren City Council at which this resolution has been considered, provided notice of and fully informed all taxing jurisdictions (the Taxing Jurisdictions) which are affected by the Plan, and the City Council of the City of Warren has provided

to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the proposed Plan and in accordance with Sections 13(13) and 14 (1) of the Act.

The City Council of the City of Warren has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield Plan
 Set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
- E. The amount of the captured taxable value estimated to result from the adoption of the Plan is reasonable.

As a result, of its review of the Plan and upon consideration of the views and recommendations of the Taxing Jurisdictions, the City Council of the City of Warren desires to proceed with approval of the Plan.

THEREFORE, IT IS RESOLVED that:

- 1. **Plan Approved.** Pursuant to the authority of the City Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is approved in the form attached as Exhibit A and all corresponding exhibits of record, and in accordance with and subject to a Development and Reimbursement Agreement to be developed and approved by the City of Warren Brownfield Redevelopment Authority, in such form consistent with the Plan and which meets with the satisfaction of the City Attorney.
- Severability. Should any section, clause or phrase of this
 Resolution be declared by the Courts to be invalid, such part shall be
 severable, and shall not affect the remainder of the Resolution.

any of the provisions of this Resolutio	n are repealed.
AYES: Councilperson	
NAYS: Councilperson	
RESOLUTION DECLARED ADOPTED this	3 th day of October, 2024.
	IDY MOORE retary of the Council
CERTIFICA	<u> TION</u>
STATE OF MICHIGAN))SS. COUNTY OF MACOMB)	
I, SONJA BUFFA, duly elected City C County, Michigan, certify that the foregoing is adopted by the Warren City Council at its me	s a correct copy of the resolution
	NJA BUFFA Clerk

Repeals. All resolutions or parts of resolutions in conflict with

3.

Atty/MM//Brownfield Plan Resolution to Council- Young

CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

15150 E. 14 Mile Road Redevelopment 15150 E. 14 Mile Road Warren, Michigan 48088

Prepared For:

City of Warren Brownfield Redevelopment Authority
One City Square
Warren, Michigan 48093
Contact: Gary Kiesgen, Chairman

Prepared By:

Triterra 1375 S. Washington Avenue, Suite 100 Lansing, Michigan 48910

Contact: Dave Van Haaren or Connor Zook

dave.vanhaaren@triterra.us | connor.zook@triterra.us

Phone: 517-702-0470

Septem	ber 26, 2024
Approved by the City of Warren Brownfield Redevelopment Authority on _	
Adoption by the City of Warren City Council on _	

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ATTACHMENTS

Attachment A: Site Plans

Attachment B: ATLA/NSPS Land Title Survey

PROJECT SUMMARY

Project Name:

15150 E. 14 Mile Road Redevelopment

Developer:

Capital 14 Hayes, LLC (the "Developer")

3102 Farmdale Drive

Sterling Heights, Michigan 48314

Tamras "Tom" Tamou

Property Location:

15150 E. 14 Mile Road, City of Warren, Michigan 48088

Parcel Information:

12-13-01-228-024

Type of Eligible Property:

"Facility"

Project Description:

A redevelopment of the subject property located at the southwest corner of the intersection of E. 14 Mile Road and Hayes Road in Warren, Michigan. The project includes the new construction of a 3,968-square foot, single story, gasoline filling station. The building will include a fast-food operation, cashier area, convenience sales floor, and restrooms. The rest of the property will be redeveloped to include five fuel service pumps, an overhead canopy, and parking spaces.

Brownfield eligible activities proposed by the Developer include EGLE department specific activities, demolition, site preparation, infrastructure improvements, contingency, and preparation and implementation of a Brownfield Plan.

Total Capital Investment:

Total capital investment is estimated at \$3,500,000 of which \$915,325 is currently proposed for Brownfield Reimbursement to the Developer.

Estimated Job

Creation/Retention:

The redevelopment is anticipated to generate 10-12 new full-time equivalent jobs.

Duration of Plan:

The duration of the Plan includes capture of Tax Increment Revenue (TIR) for reimbursement to the Developer for 17 years.

Total Captured Tax Increment Revenue:

\$1,130,031

Distribution of New Taxes Paid	
Developer Reimbursement	\$915,325
Sub-Total Reimbursement	\$915,325
State Brownfield Revolving Fund	\$0
BRA Plan Administrative Fees	\$113,003
Local Brownfield Revolving Fund (LBRF)	\$101,703
Sub-Total LBRF Deposits, Administrative Fees, New Taxes	\$214,706
Grand Total	\$1,130,031

1.0 INTRODUCTION

The City of Warren Brownfield Redevelopment Authority (the "Authority" or "BRA"), duly established by resolution of the City of Warren City Council (the "City"), pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended ("Act 381"), is authorized to exercise its powers within the City of Warren, Michigan.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Project is a complete redevelopment of the subject Property and includes the construction of a new approximately 3,968-square foot, single story, gasoline filling station. The building will include a fast-food operation, cashier area, convenience sales floor, and restrooms. The rest of the property will be redeveloped to include five fuel service pumps, an overhead canopy, and approximately 21 parking spaces.

The total anticipated investment into the redevelopment project is estimated at \$4,500,000. The development will result in the complete redevelopment of vacant and contaminated property in the City of Warren. This development will dramatically improve the appearance of the Property. The Project will significantly increase traffic to the area and provide additional support to existing retail establishments in the city, as well as create jobs.

The improvements to the Property will be permanent and significantly increase the taxable value of the Property. These improvements will also assist in increasing the property values of the neighborhood.

The Project would not be possible without financial support through Brownfield tax increment financing (TIF).

The redevelopment is anticipated to generate 10-12 new full-time equivalent jobs.

1.2 Eligible Property Information

This Plan is presented to support the Developer in the redevelopment of one parcel of land, located at 15150 E. 14 Mile Road, parcel 12-13-01-228-024, City of Warren, Michigan (the "Property"). The location of the Property is depicted on Figure 1.

The Property consists of one parcel of land totaling approximately 1.20 acres. The Property is fully defined in the following table and Section 2.8 of this Brownfield Plan.

Eligible Property		
Address	Tax ID	Basis of Eligibility
15150 E. 14 Mile Road	12-13-01-228-024	"Facility"

The Property is zoned C-1 (Local Business District) and is located within the City of Warren.

The Property is surrounded by active residential and commercial property. Property layout and boundaries are depicted in Figure 2. The legal description of the Property is included in Attachment B.

The Property has been developed since at least 1937. The current subject property buildings were constructed in approximately 1969 and 1974 respectively. From approximately 1969 until at least 1983, the property operated as a gasoline filling station. Most recently the building located at 15050 E. 14- Mile Road operated as a bank until approximately 2020 and the building located at 15150 operated as a bakery until approximately 2020.

1.2.1 Environmental

Environmental assessments and investigations (e.g. Phase I ESAs, Phase II ESAs, and Baseline Environmental Assessments (BEAs)) known to have been performed at the Property occurred in 2020 and 2023. Soil and groundwater contamination is known to exist across portions of the Property; Concentrations of 1,2,3-trimethylbenzene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, 2-methylnaphthalene, benzene, n-butylbenzene, sec-butylbenzene, ethylbenzene, naphthalene, n-propylbenzene, toluene, and xylenes in soil and 1,2,3-trimethylbenzene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, 2-methylnaphthalene, benzene, ethylbenzene, isopropylbenzene, lead, naphthalene, n-propylbenzene, and xylenes in groundwater exist on the Property above the Part 201 Residential Generic Cleanup Criteria. The Property meets the definition of a "facility", as defined by Section 20101(s) of PA 451, Part 201, as amended.

Maps depicting environmental impact within the boundary of the Property are provided as Figures 3 and 4.

1.2.2 Eligibility

The Property is considered an "eligible property" as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) it is located within the City of Warren, a qualified local governmental unit (QLGU) under MCL 125.2782(k); and (c) the Property is a "facility" as the term is defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act ("NREPA"), P.A. 451 of 1994, as amended.

2.0 INFORMATION REQUIRED BY SECTION 13(2) OF THE STATUTE

2.1 Description of Costs to Be Paid with Tax Increment Revenues

The Developer will be reimbursed with the new local taxes levied by the Project for the costs of eligible activities necessary to support redevelopment of the Property. The activities that are intended to be carried out at the Property are considered "eligible activities" as defined by Sec 2 of Act 381.

Brownfield eligible activities proposed by the Developer include EGLE pre-approved and department specific activities, demolition, site preparation, infrastructure improvements, contingency, and preparation and implementation of a Brownfield Plan.

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local tax revenues generated by the Property and captured by the BRA, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement").

2.2 Summary of Eligible Activities

The total cost of activities eligible for Developer reimbursement from tax increment revenues is projected to be \$915,325. The eligible activities are summarized in the table on the following page.

Summary of Eligible Activities		
EGLE Eligible Activities		
Department Specific Activities	\$553,000	
EGLE Eligible Activities Sub-Total	\$553,000	
MSF Eligible Activities		
Demolition	\$67,500	
Site Preparation	\$76,000	
Infrastructure Improvements	\$84,000	
MSF Eligible Activities Sub-Total	\$227,500	
Contingency (15%)	\$117,075	
Brownfield Plan Preparation	\$12,000	
Brownfield Plan Implementation	\$5,000	
Brownfield Plan Application Fee	\$750	
Total Eligible Cost for Reimbursement	\$915,325	

A detailed breakdown of eligible activities is provided in Table 1, Brownfield Eligible Activities.

The costs listed above are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Brownfield Plan that will qualify for reimbursement from tax increment revenues captured by the BRA shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1996, as amended (MCL 125.2652).

The Reimbursement Agreement and this Brownfield Plan will dictate the total cost of eligible activities subject to payment. As long as the total cost limit described in this Brownfield Plan is not exceeded, line-item costs of eligible activities may be adjusted within Environmental eligible activities and Non-Environmental eligible activities after the date this Brownfield Plan is approved by the City of Warren City Council.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The costs of eligible activities included in, and authorized by, this Brownfield Plan will be reimbursed with incremental local tax revenues generated by the Property and captured by the BRA.

The 2024 taxable value of the Property is \$373,754. This is the initial taxable value for this Brownfield Plan.

The projected future taxable value is \$2,000,000 in 2025. The actual taxable value will be determined by the City Assessor after the development is completed.

It is projected that the BRA will capture tax increment revenues from 2025 through 2039 to allow for reimburse the Developer for eligible activity costs and BRA capture to administer the Brownfield Plan.

The estimated taxable value and estimated tax increment revenue by year and in aggregate for this Project are presented in Table 2, Tax Increment Revenue Capture Estimates, and Table 3, Tax Increment Revenue Allocation Table.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all real and personal taxable improvements on the Property as determined by the local assessor and the actual millage rates levied by the various taxing jurisdictions during each year of the plan. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and the millage rates set each year by the taxing jurisdictions.

2.4 Method of Financing Plan Costs and Description of Advances by the Municipality

The Developer is ultimately responsible for financing the costs of its specific eligible activities included in this Plan. The BRA will not advance any funds to finance the Developer eligible activities described in this Plan. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the BRA to fund such reimbursement. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Brownfield Plan.

2.5 Maximum Amount of Note or Bonded Indebtedness

Eligible activities are to be financed by the Developer. The BRA will not incur any note or bonded indebtedness to finance Brownfield eligible activities outlined in this Brownfield Plan.

2.6 Duration of Brownfield Plan

The duration of this Plan is projected to be 18 years total, with 17 years of Tax Increment Revenue (TIR) capture for reimbursement to the Developer after the first year of tax capture anticipated as 2025.

In no event shall the duration of the Plan exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsections (4) and (5) of Section 13 of Act 381 or 30 years, except as authorized by those subsections or other provisions of Act 381. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The following table presents a summary of the new tax revenues generated by the taxing jurisdictions whose millage is subject to capture by the BRA under this Brownfield Plan. These are estimations based on the components of the proposed redevelopment.

Projected Impact to Taxing Jurisdictions			
Taxing Unit	New Taxes to Taxing Units	New Taxes Captured for Developer Reimbursement and BRA Administration	Total New Taxes
WARREN OPERATING		\$243,283	\$243,283
ACT 345 POL/FIRE		\$145,649	\$145,649
POL & FIRE OPER		\$136,571	\$136,571
MAC INT SCH DIST		\$135,282	\$135,282
MACOMB COUNTY OPER		\$126,225	\$126,225
SANITATION		\$81,082	\$81,082
CITY ROAD IMPROV		\$58,522	\$58,522
MCC OPERATING		\$41,131	\$41,131
LIBRARY		\$37,070	\$37,070
SMART		\$27,758	\$27,758
POLICE OPERATING		\$27,141	\$27,141
FIRE OPERATING		\$27,141	\$27,141
RECREATION		\$27,018	\$27,018
EMS		\$8,094	\$8,094
HURON-CLINT PARK		\$6,048	\$6,048

Projected Impact to Taxing Jurisdictions			
Taxing Unit	New Taxes to Taxing Units	New Taxes Captured for Developer Reimbursement and BRA Administration	Total New Taxes
MACOMB VETERANS		\$2,016	\$2,016
SCHOOL OPERATING	\$514,599		\$514,599
STATE EDUCATION TAX	\$175,312		\$175,312
WAR CON DEBT	\$139,665		\$139,665
ART INSTITUTE	\$5,715		\$5,715
ZOO AUTHORITY	\$2,761		\$2,761
MISD DEBT	\$2,337		\$2,337
Total	\$840,389 (42.65%)	\$1,130,031 (57.35%)	\$1,970,420

Impact to specific taxing jurisdictions is further presented in Table 2, Tax Increment Revenue Capture Estimates, and a schedule of tax increment revenue is presented in Table 3, Tax Increment Revenue Allocation Table.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

An ALTA/NSPS Land Title Survey and legal description(s) of the Property is provided in Attachment B. The general Property location and boundaries are shown in Figures 1 through 4.

The subject Property includes all tangible personal property that now or in the future comes to be owned or installed on the Property by the Developer or occupants.

Address	Tax ID
15150 E. 14 Mile Road	12-13-01-228-024

The general Property location and characteristics are described in Section 1.2 and depicted in Figures 1 and 2.

The Property is considered an "eligible property" as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; (b) it is located within the City of Warren, a qualified local governmental unit (QLGU) under MCL 125.2782(k); and (c) the Property is a "facility" as the term is defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act ("NREPA"), P.A. 451 of 1994, as amended.

Figures 3 and 4 depict the environmental impact on the Property.

The subject Property includes all tangible personal property that now or in the future comes to be owned or installed on the Property by the Developer or occupants.

2.9 Estimates of Residents and Displacement of Individuals/Families

No occupied residences are involved in the redevelopment, no persons reside at the Property, and no families or individuals will be displaced as a result of this development.

2.10 Plan for Relocation of Displaced Persons

No persons will be displaced as a result of this development. Therefore, a plan for relocation of displaced persons is not applicable and is not needed for this Brownfield Plan.

2.11 Provisions for Relocation Costs

No persons will be displaced as result of this development, and no relocation costs will be incurred. Therefore, provision for relocation costs is not applicable and is not needed for this Brownfield Plan.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons will be displaced as result of this development. Therefore, no relocation assistance strategy is needed for this Brownfield Plan.

2.13 Other Materials that the Authority or Governing Body Considers Pertinent

The Authority and the City, as the governing body, in accordance with the Act, may amend this Brownfield Plan in the future in order to fund additional eligible activities associated with the Project or subject property described herein.

FIGURES

Figure 1: Property Location Map

Figure 2: Eligible Property Map

Figure 3: Soil Sample Locations with Exceedances

Figure 4: Groundwater Sample Locations with Exceedances





FIGURE 1 SUBJECT PROPERTY LOCATION

15050-15150 E. 14 MILE ROAD WARREN, MICHIGAN 48088

MACOMB COUNTY T1N, R12E, SECTION 1

PROJECT NUMBER 24-3667





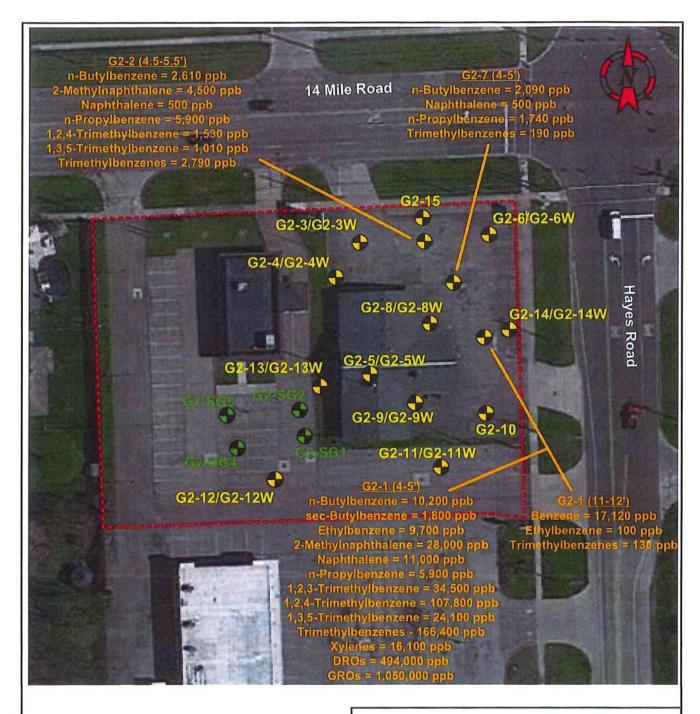
15050-15150 E. 14 MILE ROAD WARREN, MICHIGAN 48088

CREATED BY: CJZ 08/20/2024



ELIGIBLE PROPERTY BOUDARY MAP

PROJECT NUMBER 24-3667



Legend



Approximate Subject Property Boundary



Soil boring location



Soil gas point location

Concentrations of Contaminants in Soil Above GRCC and/or Residential VIAP Screening Levels

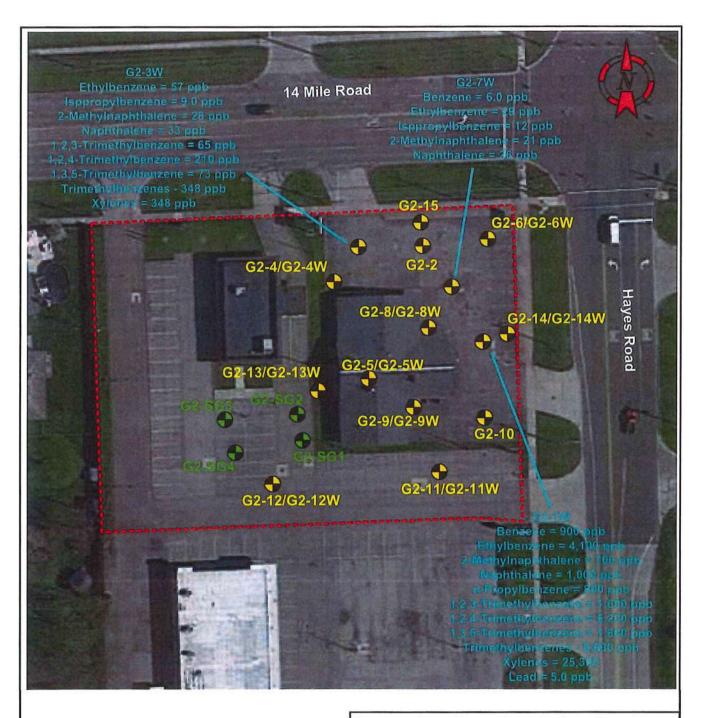
K&G 2801 15050 and 15150 E. 14 Mile Road Warren, Michigan



Project No.: 223873

Drawn By: PTB

Date: 3/21/23 Scale: 1"=60' Figure 3



Legend



Approximate Subject Property Boundary



Soil boring location



Soil gas point location

Concentrations of Contaminants in Groundwater Above GRCC and/or Residential VIAP Screening Levels

> K&G 2801 15050 and 15150 E. 14 Mile Road Warren, Michigan



Project No.: 223873

Drawn By: PTB

Date: 4/21/23 Scale: 1"=60' Figure 4

TABLES

Table 1: Brownfield Eligible Activities

Table 2: Tax Increment Revenue Capture Estimates

Table 3: Tax Increment Revenue Reimbursement Allocation Table

Table 1 Brownfield Eligible Activities 15050-15150 E. 14 Mile Road Warren, MI

						REIM	REIMBURSEMENT ALLOCATION	CATION
ELIGIBLE ACTIVITIES	NO. OF UNITS	UNIT	UNIT	- W	ESTIMATED TOTAL COST	EGLE ACTIVITIES	MSF ACTIVITIES	LOCAL-ONLY ACTIVITIES
EGLE ELIGIBLE ACTIVITIES								
Department Specific Activities				l				
ECMP/Contaminated Soil and Groundwater Management and Oversight		SJ	43+	\$ 005'2	7,500			\$ 7,500
Site Specific Health and Safety Plan (HASP)	н	LS	\$	2,500 \$	2,500			\$ 2,500
Soil and Groundwater Waste Characterization for Disposal	1	rs		\$ 005'5	2,500			\$ 5,500
Soil Management - Transportation and Disposal (Non-Hazardous)	1	LS	\$ 20	\$ 000,002	200,000			\$ 200,000
Dewatering	1	LS		\$ 000,521	125,000			\$ 125,000
Soil Remediation Verification Sampling/Reporting	1	LS		4,500 \$	4,500			
Gas Vapor Mitigation - Barrier and Passive Venting	1	rs	\$ 2	\$ 000'87	28,000			\$ 28,000
Engineering Controls - Impervious Utility Systems/Lines (Waterlines and Gaskets)	1	SJ		175,000 \$	175,000			\$ 175,000
Documentation of Due Care Compliance (DDCC)	н	SI	\$	\$ 000'5	2,000			\$ 5,000
	EGLE EI	EGLE ELIGIBLE ACTIVITIES SUB-TOTAL	TIES SUB-	LOTAL	\$ 253,000	\$	\$	\$ 553,000
MSF ELIGIBLE ACTIVITIES								
Demolition								
Demolition - Building & Site	~	rs	9 \$	\$ 005'29	67,500			\$ 67,500
		Subtotal Demolition Activities	olition Act		67,500	\$	\$	
Site Preparation				-				
Soil Management - Excavation of Impacted/Urban Soils for Removal	Н	SI		25,000 \$	25,000		\$	\$ 25,000
Fill - Backfill and Compaction	М	รา		-	35,000		\$	
Temporary SESC - Mud Mat, Silt Fencing, Sed. Bags	-	SJ	45	\$ 0000'9	6,000		\$	\$ 6,000
Temporary Fencing / Site Control	1	SI		10,000 \$	10,000		\$	\$ 10,000
	Subto	Subtotal Site Preparation Activities	ration Act	-	26,000	\$	\$	
Infrastructure Improvements								
Construction of a Public Roadway (Bypass Lane with a Shoulder)	1	SI		\$ 000'08			. \$	\$ 80,000
Infrastructure Improvements - Soft Costs	1	S	Ş	4,000 \$	4,000		\$	\$ 4,000
	Subtotal Infrastructure Improvement Activities	ıcture Improv	rement Act	ivities \$	84,000		\$	\$ 84,000
	MSF EI	MISF ELIGIBLE ACTIVITIES SUB-TOTAL	TIES SUB-		227,500	\$	\$	\$ 227,500
	MSF AND EGLE ELIGIBLE ACTIVITIES SUB-TOTAL	IGIBLE ACTIV	TIES SUB-			. \$	•	\$ 780,500
Contingency (15%)				0,	117,075	\$	\$	\$ 117,075
Brownfield Plan Preparation	Т	LS		12,000 \$	12,000			\$ 12,000
Brownfield Plan Implementation	1	SI	\$	\$,000,8	5,000			
Brownfield Plan Application Fee	1	SI	S	750 \$	750			\$ 750
	TOTAL ELIGIBLE COST FOR REIMBURSEMENT	E COST FOR R	EIMBURSE		915,325	- \$		\$ 915,325
BRA Administrative Fees				\$	113,003			
Local Brownfield Revolving Fund (LBRF)								
			GRAND TOTAL	FOTAL \$	1,130,031			
						0.00%	0.00%	100.00%
NOTES								

NOTES:

These costs and revenue projections should be considered approximate estimates based on expected conditions and available information.

It cannot be guaranteed that the costs and revenue projections will not vary from these estimates.

Costs for Phase I ESA6, Phase IESA6, Asbestos Surveys, Brownfield Plan are excluded from contingency calculation.

Table 2 Tax Increment Revenue Capture Estimates 15050-15150 E. 14 Mile Road Warren, MI

	ਹੱ	Calendar Year		A TO	2025	2026	2027	2028	2029	2030	2031	2032	2033
	9	Plan Year Capture Year			2 -1	m 14	4 W	n 4	vo vo	7 9	8 1	on 60	01 6
Base Taxable Value (TV)			65	\$ 373,754	754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754
Estimated New TV			451	\$ 2,000,000	\$ 000	2,020,000 \$	2,040,200 \$	2,060,602 \$	2,081,208 \$	2,102,020 \$	2,123,040 \$	2,144,271 \$	2,165,713
Total Incremental Difference			4,	\$ 1,626,246	246 \$	1,645,245 \$	1,666,446 \$	1,686,848 \$	1,707,454 \$	1,728,266 \$	1,749,286 \$	1,770,517 \$	1,791,959
School Capture	M	Millage Rate											
School Operating		17,6120		5 28	28,641 5	23,391 5	20,549.5	5 502'52	30,072 5	30,438 \$	30,808.5	31,182 3	31.500
State (discation Tax (SET)		0.0000	41	is s	9,787 8	9,877 S	5 65677	10.123 \$	10,245 5	3 025'01	10,496 5	20,623 5	10,752
	School Tetal:	23.6120	2.16.1	38.	36,399 5	38,871 \$	39,348 5	39,630 5	s siridt	40,509 \$	41,304 5	41,805 \$	42,312
Local Capture		Millage Rate											
WARREN OPERATING		8.3263	**		13,541 \$	13,707 \$	13,875 \$	14,045 \$	14,217 \$	14,390 \$	14,565 \$	14,742 \$	14,920
ACT 345 POL/FIRE		4.9848	S		8,107 \$	8,206 \$	8,307 \$	8,409 \$	8,511 \$	8,615 \$	8,720 \$	8,826 \$	8,933
POL & FIRE OPER		4.6741	\$		7,601 \$	7,695 \$	7,789 \$	7,884 \$	7,981 \$	8,078 \$	8,176 \$	8,276 \$	8,376
MAC INT SCH DIST		4.6300	\$		7,530 \$	7,622 \$	7,716 \$	7,810 \$	7,906 \$	8,002 \$	\$ 650'8	8,197 \$	8,297
MACOMB COUNTY OPER		4.3200	*	5 7,	7,025 \$	7,112 \$	7,199 \$	7,287 \$	7,376 \$	7,466 \$	\$ 7,557	7,649 \$	7,741
SANITATION		2.7750	\$		4,513 \$	4,568 \$	4,624 \$	4,681 \$	4,738 \$	4,796 \$	4,854 \$	4,913 \$	4,973
CITY ROAD IMPROV		2.0029	\$		3,257 \$	3,297 \$	3,338 \$	3,379 \$	3,420 \$	3,462 \$	3,504 \$	3,546 \$	3,589
MCC OPERATING		1.4077	···		2,289 \$	2,317 \$	2,346 \$	2,375 \$	2,404 \$	2,433 \$	2,462 \$	2,492 \$	2,523
LIBRARY		1.2687	*	127	2,063 \$	2,089 \$	2,114 \$	2,140 \$	2,166 \$	2,193 \$	2,219 \$	2,246 \$	2,273
SMART		0.9500	\$		1,545 \$	1,564 \$	1,583 \$	1,603 \$	1,622 \$	1,642 \$	1,662 \$	1,682 \$	1,702
POLICE OPERATING		0.9289	**		1,511 \$	1,529 \$	1,548 \$	1,567 \$	1,586 \$	1,605 \$	1,625 \$	1,645 \$	1,665
FIRE OPERATING		0.9289	S		1,511 \$	1,529 \$	1,548 \$	1,567 \$	1,586 \$	1,605 \$	1,625 \$	1,645 \$	1,665
RECREATION		0.9247	\$	5 1.	1,504 \$	1,522 \$	1,541 \$	1,560 \$	1,579 \$	\$ 865,1	1,618 \$	1,637 \$	1,657
EMS		0.2770	S		450 \$	456 \$	462 \$	467 \$	473 \$	479 \$	485 \$	490 \$	496
HURON-CLINT PARK		0.2070	S		337 \$	341 \$	345 \$	349 \$	353 \$	358 \$	362 \$	366 \$	371
MACOMB VETERANS		0.0690	S		112 \$	114 \$	115 \$	116 \$	118 \$	119 \$	121 \$	122 \$	124
	Local Total:	38.6750	\$ 62.09% \$		62,895 \$	63,669 \$	64,450 \$	\$ 65,239 \$	\$ 960'99	66,841 \$	67,654 \$	68,475 \$	69,304
Non-Capturable Millages	W	Millage Rate											
WAR CON DEBT		4.7800	\$	100	7,773 \$	7,869 \$	\$ 996'2	8,063 \$	8,162 \$	8,261 \$	8,362 \$	8,463 \$	8,566
ART INSTITUTE		0,1956	s		318 \$	322 \$	326 \$	330 \$	334 \$	338 \$	342 \$	346 \$	351
ZOO AUTHORITY		0.0945	S		154 \$	156 \$	157 \$	159 \$	161 \$	163 \$	165 \$	167 \$	169
MISD DEBT		0.0800	S		130 \$	132 \$	133 \$	135 \$	137 \$	138 \$	140 \$	142 \$	143
	Total Non-Capturable Taxes:	5.1501	S		375 \$	8,478 \$	8,582 \$		8,794 \$	8,901 \$	\$ 600'6	9,118 \$	9,229

Notes:

Table 2 Tax Increment Revenue Capture Estimates 15050-15150 E. 14 Mile Road Warren, MI

Charle C					*****	4035	2036	2037	2038	2039	2040	2041				
Milling Rate		Capture Year			# 9	2 2	8 8	14 21	21 24	31 21	15	18				
Milling Rates 1,200,146 1,200,244 2,120,540 1,200,460	Base Taxable Value (TV)				3,754 \$	373,754 \$	373,754 \$	373,754 \$	373,754 \$		373,754 \$	373,754				
Millingo Rate	Estimated New TV								2,276,187 \$	2,298,948 \$	2,321,938 \$	2,345,157				
Millage Rate Mill	Total Incremental Difference				3,617 \$	1,835,490 \$	1,857,583 \$	1,879,896 \$	1,902,433 \$	1,925,194 \$	1,948,184 \$	682,974				
Millinge Rate 1,000 C C C C C C C C C	School Capture	Millage Rate											Tota	New Taxes	Pass-Through	Captured
Millippe Rate	Schael-Operating	17,6120				- 1			- 1	- 1		12,025	1/2		511,599	
Millage Rate 2,861 2,810 2,810 2,810 2,810 2,91	State Education Ten (\$2.71)	D0000's			2,882.5		11,145 5	11,279 \$	- 1	- 1	11,689 \$	350%	wi		175,812	100
Milligge Rate According to the control of the c	School Teta		37,645									16,126	(n.		689.911	N/F
8.1263 8.1564 8.15101 8.1510	Local Capture	Millage Rate														
4,994 4,994 4,994 5 9,041 5 9,120 5 9,260 5 9,171 5 9,597 5 9,114 5 9,120 5	WARREN OPERATING	8.3263			5,101,5		15,467 \$		15,840 \$	16,030 \$	16,221 \$	5,687	vs.	243,283 \$	24	243,283
4,674 5, 8,477 5, 8,579 8, 863 5, 8,877 8, 883 8, 874 5, 8,874 5, 8,874 5, 8,874 5, 8,974 5, 8,874 5, 8,974 5, 8,874 5, 9,105 5, 3,127 5, 3,12	ACT 345 POL/FIRE	4.9848			9,041 \$	9,150 \$		9,371 \$				3,404	45	145,649 \$!!	145,649
4.6500 6 8 8.397 5 8.488 5 8.601 5 8.704 5 8.808 5 8.614 5 9.000 5 3.152 2 2.7750 5 7,835 5 7,935 5 7,935 5 8,711 5 8,729 5 8,830 5 8,834 5 9,000 5 3.162 5 8,932 5 7,935 5	POL & FIRE OPER	4,6741			8,477 \$							3,192	s	136,571 \$		136,571
43200 43204 43205 7,835 7,935 7,935 8,025 8,111 8,219 8,219 8,416 8,219 8,416 8,219 8,105 1,105 8,10	MAC INT SCH DIST	4.6300			8,397 \$			8,704 \$				3,162	'n	135,282 \$		135,282
2,7756 2,623 5,515 5,155 5,121 5, 1,165 5,140 5, 1,165 5,140 5, 1,165 5,140 5, 1,165 5,140 5, 1,165 5,140 5, 1,165 5, 1,	MACOMB COUNTY OPER	4.3200			\$ 588'2				8,219 \$			2,950	S	126,225 \$		126,225
1477 2 2,0029 2 2,524 2 2,52	SANITATION	2.7750			5,033 \$				5,279 \$			1,895	45	81,082 \$		81,082
1,14677 1,14677 1,14677 1,1468	CITY ROAD IMPROV	2.0029			3,632 \$							1,368	s	58,522 \$	ė	58,522
1.15637 1.25637 2.2329 2.2329 2.2329 2.2474 2.2472 2.442 2.4	MCC OPERATING	1,4077			2,553 \$			2,646 \$	2,678 \$	2,710 \$	2,742 \$	196	s	41,131 \$	*	41,131
1,723 1,724 2 1,725 1,726 2 1,726 3 1,726 2 1,726 3	LIBRARY	1.2687			2,301 \$	2,329 \$		2,385 \$	2,414 \$	2,442 \$	2,472 \$	866	w	37,070 \$	8	37,070
1,705 1,70	SMART	0.9500			1,723 \$				1,807 \$		1,851 \$	649	s	\$ 85,75	(9)	27,758
Control Cont	POLICE OPERATING	0.9289			1,685 \$				1,767 \$	1,788 \$	1,810 \$	634	to.	27,141 \$	e.	27,141
Control Cont	FIRE OPERATING	0.9289										634	50	27,141 \$		27,141
Control Cont	RECREATION	0.9247				- 1						632	45	\$ 810,72		\$ 27,018
Control Cont	EMS	0.2770		s				- 1				189	45	8,094 \$.4.	\$ 8,094
Millage Rate 2,00690 5 1,125 5 1,127 5 1,18 5 1,31 5	HURON-CLINT PARK	0.2070		s		- 1	- 1					141	45	6,048 \$	111	6,048
Milage Rate 2,0,142 \$ 70,142 \$ 71,842 \$ 72,705 \$ 73,577 \$ 74,457 \$ 75,346 \$ 26,414 \$ 1,139,031 Milage Rate 4,7800 5 8,669 \$ 8,774 \$ 8,879 \$ 8,886 \$ 9,094 \$ 9,202 \$ 9,312 \$ 3.265 \$ 139,665 4,7800 5 8,669 \$ 8,774 \$ 8,879 \$ 8,886 \$ 9,094 \$ 9,202 \$ 9,312 \$ 3.265 \$ 139,665 6,1956 5 355 \$ 355 \$ 355 \$ 368 \$ 372 \$ 377 \$ 381 \$ 326 \$ 5,715 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,1000 7,100	MACOMB VETERANS	0.0690			125 \$	- 1	- 1					47	10	2,016 \$	50	\$ 2,016
Williage Rate 4,7800 \$ 8,669 \$ 6,774 \$ 8,879 \$ 8,986 \$ 9,084 \$ 9,202 \$ 9,312 \$ 3,265 \$ 139,665 0,1956 \$ 155 355 359 \$ 363 \$ 368 \$ 372 \$ 377 \$ 381 \$ 134 \$ 5,715 0,0945 \$ 171 \$ 173 \$ 176 \$ 178 \$ 180 \$ 182 \$ 184 \$ 5,715 10000 \$ 345 \$ 175 \$ 149 \$ 150 \$ 182 \$ 184 \$ 5,715 10100 \$ 340 \$ 340 \$ 9453 \$ 9575 \$ 9585 \$ 915 \$ 1033 \$ 3377	Local Tota		62.09%		0,142 \$		71,842 \$		\$ 775,87			26,414	w			\$ 1,130,031
Fig. 1 Fig. 2 Fig. 3 Fig. 4 Fig. 5 Fig. 6 F	Non-Capturable Millages	Millage Rate														
TE 0.1956 3.55 3.55 3.65 3.65 3.75 3.77 3.81 5 134 5 5,715	WAR CON DEBT	4,7800				8,774 \$	8,879 \$		9,094 \$	9,202 \$	9,312 \$	3,265	so	139,665	139,665	
DRITY 0.0945 \$ 171 \$ 173 \$ 176 \$ 178 \$ 180 \$ 182 \$ 184 \$ 65 \$ \$ 2,761 \$ 182 \$ 184 \$ 65 \$ \$ 2,761 \$ 182 \$ 184 \$ 65 \$ \$ \$ 1,761 \$ 184	ART INSTITUTE	0.1956		\$		- 1	- 1	368 \$				134	**	5,715 \$	5,715	
0.0800 \$ 147 \$ 149 \$ 150 \$ 152 \$ 154 \$ 154 \$ 156 \$ 55 \$ 2,337 Total Non-Copurable Taxes: 5.1501 \$ 9,340 \$ 9,453 \$ 9,567 \$ 9,682 \$ 9,788 \$ 9,915 \$ 10,033 \$ 3,577 \$ 150,479	200 AUTHORITY	0.0945		s							184 \$	65	s	2,761 \$	2,761	
5.1501 \$ 9.340 \$ 9.453 \$ 9.567 \$ 9.682 \$ 9.798 \$ 9.915 \$ 10.033 \$ 3.517 \$ 150.479					145 \$	147 \$	149 \$	150 \$	152 \$	154 \$	156 \$	55	45	2,337 \$	2,337	
and the same of th	Total Non-Capturable Taxes:	es: 5.1501		s	9,340 \$	9,453 \$	9,567 \$	9,682 \$	9,798 \$	\$ 516'6	10,033 \$	3,517	45	150,479 \$	150,479	\$

Table 3 Tax Increment Revenue Robenbursement Allocation Table 15050-15150 E. 14 Mile Road Warren, MI

Developer Projected Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	yluc ss	Total
State	0.0%	s	s		S
Local	100.0%		\$	915,325	\$ 915,325
TOTAL		. \$	\$	915,325	\$ 915,325
EGLE	0.0%				
MSF	0.0%				
Local Only	100.0%	\$ 915,325			

	q					2033
						2032
14.00	estimated lotal rears of Plan:					2031
i i	100					2030
6	915,325	915,325				2029
\$	915,325 \$	915,325 \$				2028
\$	\$	\$				
					915,325	2027
s	s	s	s	s	s	2026
960'0	100.096		9,00	960'0	100.0%	20
						2025
State	Local	TOTAL	EGLE	MSF	Local Only	Calendar Year
	(f)			(0-1)		

	Plan	Plan Year	7	m	4	5	9	7	00	60	10
	Capture Year	year .	1	2	m	4	25	9	7	00	6
Available Tax Increment Revenue (TIR)											
Total Local Tax Capture Available		en.	62,895 \$	63,669 \$	64,450 \$	\$ 65,239	\$ 96,036 \$	66,841 \$	67,654 \$	68,475 \$	69,304
Capture for BRA Administrative Fees (10%)		vs.	6,290 \$	6,367 \$	6,445 \$	6,524 \$	\$ 6,604 \$	6,684 \$	6,765 \$	6,847 \$	6,930
Capture for Local Brownfield Revolving Fund (LRRF) (10% of available Local TIR)		40	5,661 \$	5,730 \$	5,800 \$	5,871 \$	5,943 \$	6,016 \$	\$ 680'9	6,163 \$	6,237
Local TIR Available for Reimbursement to Developer		s	50,945 \$	51,572 \$	52,204 \$	52,843 \$	53,489 \$	54,141 \$	54,799 \$	55,465 \$	56,136
Total State & Local TIR Available for Reimbursement to Developer		45	50,945 \$	51,572 \$	52,204 \$	52,843 \$	53,489 \$	54,141 \$	54,799 \$	\$5,465 \$	56,136
DEVELOPER	Beginning										
	\$ 81	\$ 526,219	864,380 \$	812,808 \$	760,604 \$	\$ 192'202	654,272 \$	\$ 181,009	545,331 \$	489,867 \$	433,730
LOCAL-DNLY Activities	\$ 5	915,325 \$	864,380 \$	812,808 \$	760,604 \$	\$ 192,707	654,272 \$	\$ 151,009	545,331 \$	489,867 \$	433,730
Local-Only Tax Reimbursement	s	S	50,945 \$	51,572 \$	52,204 \$	52,843 \$	53,489 \$	54,141 \$	54,799 \$	55,465 \$	56,136
TOTAL ANNUAL DEVELOPER REIMBURSEMENT		s	50,945 \$	51,572 \$	52,204 \$	52,843 \$	53,489 \$	54,141 \$	54,799 \$	55,465 \$	56,136

Table 3

Tax Increment Revenue Reimbursement Allocation Table
15050-15150 E. 14 Mile Road
Warren, MI

Administrative Fees & Loan Funds*	an Funds	*
State Brownfield Revolving Fund	s	
BRA Administrative Fees	us	113,003
Local Recursitate Devoluting Europ	v	101 703

During the life of the Pl

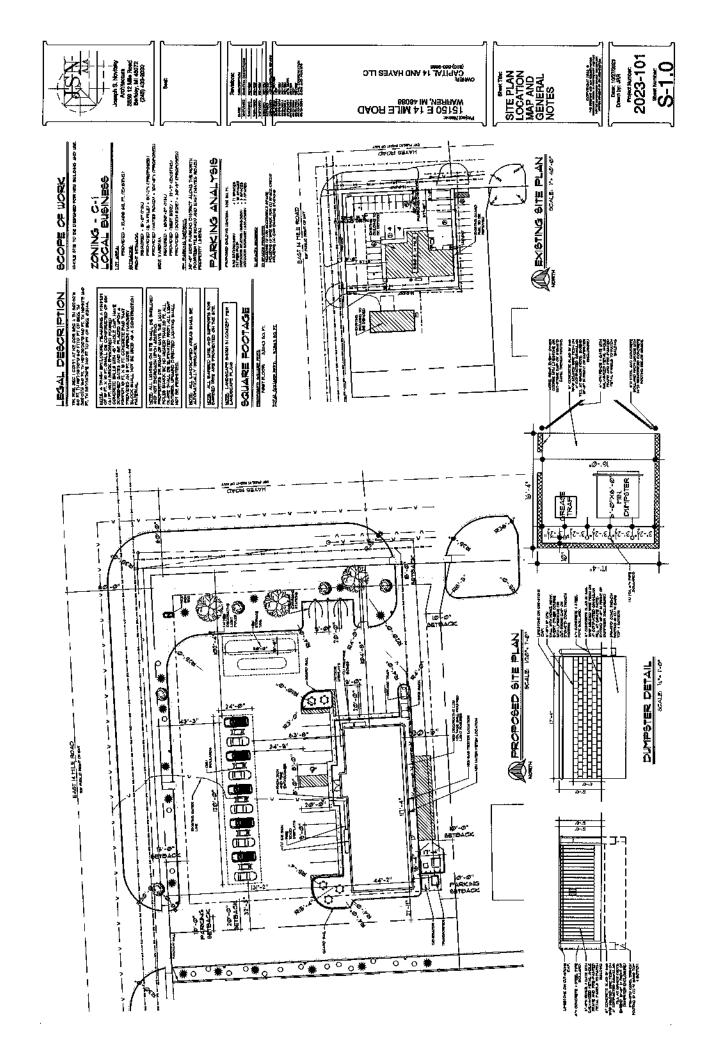
		2034	2035	2036	2037	2038	2039	2040	2041		TOTALS
		11	12	13	14	15	16	17	18		
		10	11	12	13	14	15	16	17		
Available Tax Increment Revenue (TIR)											
Total Local Tax Capture Available	45	70,142 \$	\$ 886,07	71,842 \$	72,705 \$	\$ 773,577	74,457 \$	75,346 \$	26,414		1,130,031
Capture for BRA Administrative Fees (10%)	us.	7,014 \$	\$ 660'4	7,184 \$	7,270 \$	7,358 \$	7,446 \$	7,535 \$	2,641	40	113,003
Capture for Local Brownfield Revolving Fund (LBRF) (10% of available Local TIR)	RI S	6,313 \$	\$ 688'9	6,466 \$	6,543 \$	6,622 \$	6,701 \$	6,781 \$	2,377	S	101,703
Local TIR Available for Reimbursement to Developer	1/1	\$6,815 \$	\$7,500 \$	58,192 \$	\$ 168,83	\$ 765,62	\$ 018'09	61,030 \$	21,395		
Total State & Local TIR Available for Reimbursement to Developer	45	56,815 \$	\$ 005,72	58,192 \$	\$ 168,85	\$ 785,88	50,310 \$	61,030 \$	21,395		915,325
DEVELOPER											
	45	376,916 \$	319,416 \$	261,224 \$	202,333 \$	142,736 \$	82,426 \$	21,395 \$,		
LOCAL-ONLY Activities	s	376,916 \$	319,416 \$	261,224 \$	202,333 \$	142,736 \$	82,426 \$	21,395 \$	(3)		
Local-Only Tax Reimbursement	vs	56,815 \$	\$ 005'25	58,192 \$	58,891 \$	\$ 765,62	\$ 016,03	61,030 \$	21,395	s	915,325
TOTAL ANNITAL DEVELOPER REIMBIRSEMENT	v	56.815 5	\$7.500 \$	58 192 \$	58.891 \$	59.597 \$	60.310 \$	61.030 \$	21.395		

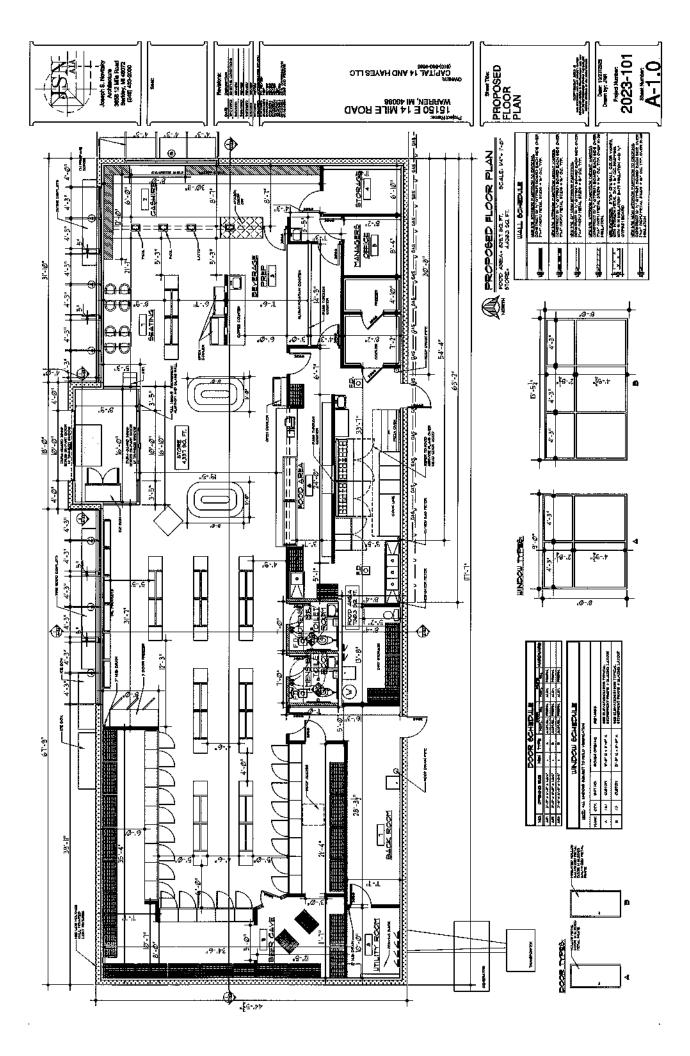
\$ 1,130,031

2012

Attachment A

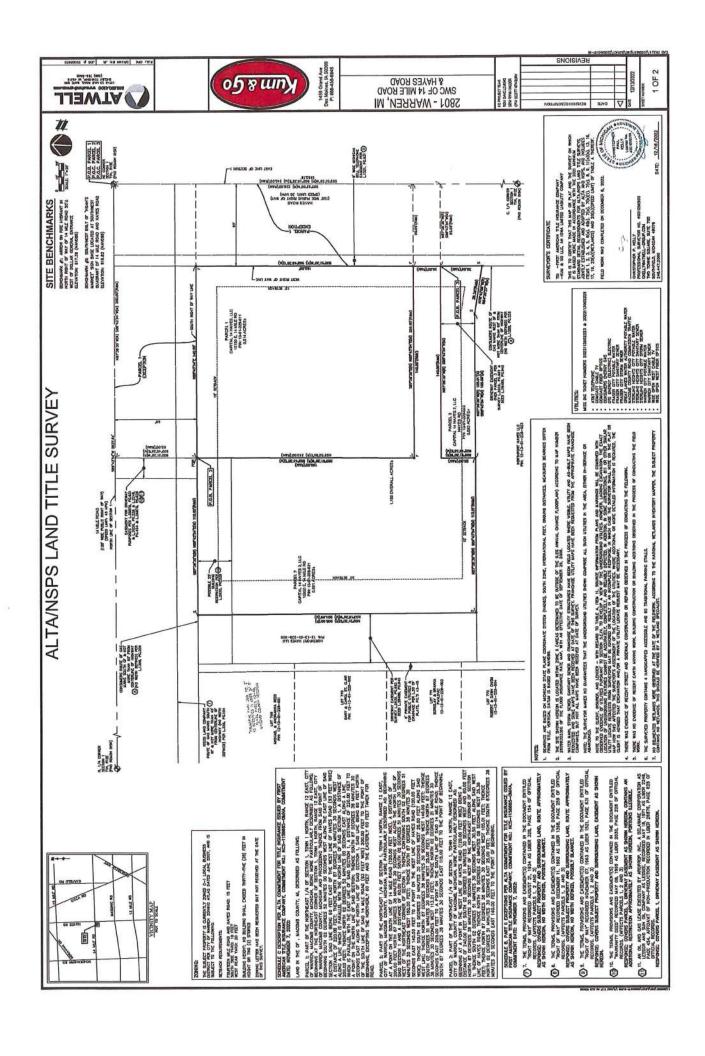
Site Plans





Attachment B

ALTA/NSPS Land Title Survey



E-RECORDED RECEIVED REGISTER OF DEEDS MACOMB COUNTY, MI 2024 FEB 08 2:57 PM

202400010095 L: 29468 P: 495 Pages: 2 02/09/2024 08:15 AM Fees: \$30.00 Anthony G. Forlini, Clerk/Register of Deeds Macomb County, MI



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That CAPITAL 14 HAYES 2, LLC, a Michigan limited liability company, whose address is 3102 Farmdale Drive, Sterling Heights, MI 48314 ("Grantor"), quit claims to CAPITAL 14 HAYES, LLC, a Michigan limited liability company, whose address is 3102 Farmdale Drive, Sterling Heights, MI 48314 ("Grantee"), the following described real estate (the "Property") situated in the City of Warren, County of Macomb, State of Michigan:

SEE ATTACHED EXHIBIT "A"

For the full consideration of One (\$1.00) Dollar. This transfer is exempt from tax pursuant to MCL 207.505(a) and MCL 207.526(a).

Grantons have executed this Deed this $\underline{5}$ day of \underline{FeB} , 2024.

IN WITNESS THEREOF, the above have signed and sealed these presents the day and year first above written.

GRANTOR:

CAPITAL 14 HAYES 2, LLC, a Michigan limited liability company

By: Tamras Tamou Its: Sole Member

STATE OF MICHIGAN)

COUNTY OF MACONE) ss.

On <u>FEB 5, 2024</u>, which the personally appeared Tamras Tamou, Sole Member of Capital 14 Hayes 2, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

Notary Public, Wayne County, MI
My Commission expires: MAY 6, 2025

Instrument drafted by and when recorded return to: Ars Atisha, Esq. Law Offices of Ars N. Atisha PLLC 6476 Orchard Lake Rd Suite A West Bloomfield MI 48322

CVA WILSON
Notary Public - State of Michigan
County of Oakland
My Commission Expires May 6, 2025
Acting in the County of M. 12. (1.1) M.A.

EXHIBIT "A"

Land situated in the City of Warren, County of Macomb, State of Michigan, more particularly described as:

PARCEL I:

Part of the Northeast 1/4 of Section 1, Town 1 North, Range 12 East, City of Warren, County of Macomb, Michigan, more particularly described as: beginning at a point in the South line of 14 Mile Road (120 feet wide), a distance of 200 feet North 87°38'30" West along the North line of said Section 1 and a distance of 60.00 feet South 02°51'30" West of the Northeast comer of Section 1; thence continuing South 02°51'30" West 160.00 feet; thence South 87°38'30" East 140.00 feet to a point in the West line of Hayes Road (120 feet wide); thence South 02°51'30" West 20.00 feet along said West line; thence North 87°38'30" West 140.00 feet; thence South 02°51'30" West 25.00 feet; thence North 87°38'30" West 113.21 feet; thence North 02°21'30" East 205.00 feet to a point in the South line of said 14 Mile Road; thence South 87°38'30" East 115 feet to the point of beginning.

PARCEL 2:

Part of the Northeast 1/4 of Section 1, Town 1 North, Range 12 East, City of Warren, County of Macomb, Michigan, more particularly described as: Beginning at a point in the West line of Hayes Road (120.00 feet wide) being a distance of 240.00 feet South 02°51'30" West and 60.00 feet North 87°38'30" West of the Northeast corner of Section 1; thence South 02°51'30" West 30.50 feet along said West line of Hayes Road; thence North 78°42'08" West 35.38 feet; thence North 87°38'30" West 105.01 feet; thence North 02°51'30" East 25.00 feet; thence South 87°38'30" East 140.00 feet to the point of beginning.

PARCELS 1 and 2: Subject to the rights of Driveway Easements as referenced in survey recorded in Liber 2629 Page 695, Macomb County Records

Tax Parcel No: 12-13-01-228-021 as to Parcel 1; 12-13-01-228-022 as to Parcel 2

Commonly known as: 15050 14 Mile Road, Warren, MI 48093 as to Parcel 1

15050 14 Mile Road, Warren, MI 48093 as to Parcel 2



PLANNING DEPARTMENT

OHE CITY SOUARE, SUITE 315
WARREN, WII 48093-5283
(586) 574-4687
FAX (586) 574-4645.
WWW.cityofwarren.org

April 11, 2024 Project # PPUDR240004

TO:

Lee Zumbrunnen, Acting City Assessor

FROM:

Ronald F. Wuerth, Planning Director

RE:

ACREAGE LOT COMBINATION REQUEST; located on the south side of Fourteen Mile Road, approximately 61.5 ft. west of Hayes; 15150 Fourteen Mile Road (12-13-01-228-011, 12-13-01-228-021, and 12-13-01-228-022); Section 01; Tom Tamou.

Project # PPUDR240004

A petition to combine the above-captioned parcels was filed with our office. The Planning Department has received communication from the various City departments and divisions. Upon review of this information, the Planning Department approves the following acreage lot combination with the maintenance and preservation of all existing easements.

The parent parcels are as follows:

PARCEL 12-13-01-228-011:

Land situated in the City Of Warren, County of Macomb, State of Michigan, described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SECTION 1. TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN AND PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH 02 DEGREES 52 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 1, SAID LINE BEING 60 FEET EAST OF THE WEST LINE OF HAYES ROAD (93 FEET WIDE) A DISTANCE OF 220.00 FEET; THENCE NORTH 87 DEGREES 38 MINUTES 30 SECONDS WEST ALONG A LINE WHICH IS PARALLEL WITH THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 200.00 FEET; THENCE NORTH 02 DEGREES 52 MINUTES 00 SECONDS EAST ALONG A LINE WHICH IS PARALLEL WITH THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 220.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION; THENCE SOUTH 87 DEGREES 38 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1, SAID LINE BEING 60 FEET NORTH OF THE SOUTH LINE OF SAID 14 MILE ROAD (93 FEET WIDE) 200.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THE NORTHERLY 60 FEET AND THE EASTERLY 60 FEET TAKEN FOR ROAD.

PARCEL 12-13-01-228-021:

Land situated in the City Of Warren, County of Macomb, State of Michigan, described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN; THENCE NORTH 87 DEGREES 38 MINUTES 30 SECONDS WEST 200.00 FEET ALONG THE NORTH SECTION LINE; THENCE SOUTH 02 DEGREES 51 MINUTES 30 SECONDS WEST 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 51 MINUTES 30 SECONDS WEST 160.00 FEET; THENCE SOUTH 87 DEGREES 38 MINUTES 30 SECONDS WEST 20.00 FEET; THENCE NORTH 87 DEGREES 38 MINUTES 30 SECONDS WEST 140.00 FEET; THENCE NORTH 87 DEGREES 51 MINUTES 30 SECONDS WEST 25.00 FEET; THENCE NORTH 87 DEGREES 38 MINUTES 30 SECONDS WEST 113.21 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 30 SECONDS WEST 113.21 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 30 SECONDS EAST 205.00 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 30 SECONDS EAST 205.00 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 30 SECONDS EAST 115.00 FEET ALONG THE SOUTH LINE OF 14 MILE ROAD TO THE POINT OF BEGINNING.

PARCEL 12-13-01-228-022:

Land situated in the City Of Warren, County of Macomb, State of Michigan, described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN; THENCE SOUTH 02 DEGREES 51 MINUTES 30 SECONDS WEST 240.00 FEET ALONG THE EAST SECTION LINE; THENCE NORTH 87 DEGREES 38 MINUTES 30 SECONDS WEST 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 51 MINUTES 30 SECONDS WEST 30.50 FEET ALONG THE WEST LINE OF HAYES ROAD; THENCE NORTH 78 DEGREES 42 MINUTES 08 SECONDS WEST 35.38 FEET; THENCE NORTH 87 DEGREES 38 MINUTES 30 SECONDS EAST 25.00 FEET; THENCE SOUTH 87 DEGREES 51 MINUTES 30 SECONDS EAST 25.00 FEET; THENCE SOUTH 87 DEGREES 38 MINUTES 30 SECONDS EAST 140.00 FEET TO THE POINT OF BEGINNING.

COMBINATION PARCEL:

Land situated in the City Of Warren, County of Macomb, State of Michigan, described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID

SECTION 1; THENCE ALONG THE EAST LINE OF SECTION 1 SOUTH 02 DEGREES 51 MINUTES 30 SECONDS WEST (RECORDED AS SOUTH 02 DEGREES 52 MINUTES 00 SECONDS WEST) 60.00 FEET; THENCE NORTH 87 DEGREES 38 MINUTES 30 SECONDS WEST 60.00 FEET; THENCE ALONG THE WEST LINE OF HAYES ROAD SOUTH 02 DEGREES 51 MINUTES 30 SECONDS WEST (RECORDED AS SOUTH 02 DEGREES 52 MINUTES 00 SECONDS WEST) 210.50 FEET; NORTH 78 DEGREES 42 MINUTES 08 SECONDS WEST 35.38 FEET; THENCE NORTH 87 DEGREES 38 MINUTES 30 SECONDS WEST 218.22 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 30 SECONDS EAST 205.00 FEET TO THE SOUTH LINE OF E. 14 MILE ROAD; THENCE ALONG SAID SOUTH LINE OF E. 14 MILE ROAD SOUTH 87 DEGREES 38 MINUTES 30 SECONDS EAST 255.00 FEET TO THE WEST LINE OF HAYES ROAD AND THE POINT OF BEGINNING.

Please reassign one new parcel identification number identifying the three acreage lots.

Sincerely

Amanda Mika Assistant Planner

Read and concur:

Ronald F. Wuerth, Planning Director

CC:

Building Division Engineering Division

Tom Tamou, Capital 14 Hayes 2, LLC

City of Warren Brownfield Redevelopment Authority Application for Inclusion in the Warren Brownfield Plan

This application requests information that may be utilized to amend the "City of Warren Brownfield Redevelopment Authority Brownfield Plan", as originally approved by the City Council of the City of Warren. Please complete the information requested below and return to the Economic Development Department, City of Warren. In order to process the application, a fee of \$750 is required. The applicant will be responsible for any costs to process the application that exceed \$750. Also, if tax increment financing to pay for "eligible activities" is requested in addition to a Michigan-Business Tax Credit, an additional fee may be assessed at the conclusion of the process (for costs that exceed \$750).

The application is subject to approval after submission of a complete Plan and Reimbursement Agreement, by the City of Warren Brownfield Redevelopment Authority and the City Council, after notice and public hearings as required by law.

Applicant Information

Company Name (Business):	Capital 14 Hayes, LLC
Contact Person and Title:	Tom Tamou
Contact Person Mailing Address:	3102 Farmdale Drive
	Sterling Heights, Michigan 48314
Contact Person's Phone Number:	810-560-9665
Contact Person's Fax:	N/A
Contact Person's E-Mail Address:	tamouselectric@sbcglobal.net

Developer Name:	Capital 14 Hayes, LLC
Contact Person and Title of Developer:	Tom Tamou
Developer Mailing Address:	3102 Farmdale Drive
	Sterling Heights, Michigan 48314
Developer Phone Number:	810-560-9665
Contact Person's Fax:	N/A
Developer's E-Mail Address:	tamouselectric@sbcglobal.net

Representative Name:	Triterra
Contact Person and Title of Representative:	Connor Zook - Brownfield Consultant
Representative Mailing Address:	1375 S. Washington Avenue
<u>-</u>	Lansing, Michigan 48910
Representative Phone Number:	517-702-0470
Contact Person's Fax:	N/A
Representative E-Mail Address:	connor.zook@triterra.us

Capital 14 Hayes, LLC	Application – 9/24/2024	Page 1 of 6

Project Information

Location of Eligible Property:	15150 E. 14 Mile Road, Warren, Michigan 48088	
Current Use of Property:	Vacant	
Property Ownership:	Capital 14 Hayes LLC	

The Property is legally described as follows (legal information obtained from Developer and City of Warren Online Assessing Records):

Property ID #	Address	Details	Current Owner
12-13-01-228-024		One parcel of land totaling approximately 1.20 acres. Two vacant buildings are located on the property.	Capital 14 Hayes, LLC

Address	Parcel Number	Legal Description
15150 E. 14 Mile Road	12-13-01-228-024	PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SECTION 1 SOUTH 02 DEGREES 51 MINUTES 30 SECONDS WEST (RECORDED AS SOUTH 02 DEGREES 52 MINUTES 30 SECONDS WEST) 60.00 FEET; THENCE NORTH 87 DEGREES 38 MINUTES 30 SECONDS WEST 60.00 FEET; THENCE ALONG THE WEST LINE OF HAYES ROAD SOUTH 02 DEGREES 51 MINUTES 30 SECONDS WEST (RECORDED AS SOUTH 02 DEGREES 52 MINUTES 00 SECONDS WEST) 210.50 FEET; NORTH 78 DEGREES 42 MINUTES 08 SECONDS WEST 35.38 FEET; THENCE NORTH 87 DEGREES 38 MINUTES 30 SECONDS WEST 218.22 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 30 SECONDS EAST 205.00 FEET TO THE SOUTH LINE OF E. 14 MILE ROAD; THENCE ALONG SAID SOUTH LINE OF E. 14 MILE ROAD; THENCE ALONG SAID SOUTH LINE OF E. 14 MILE ROAD; THENCE ALONG SAID SOUTH LINE OF E. 14 MILE ROAD SOUTH 87 DEGREES 38 MINUTES 30 SECONDS EAST 255.00 FEET TO THE WEST LINE OF HAYES ROAD AND THE POINT OF BEGINNING.

Type of Brownfield Amendment Requesting: (Please check all that apply:)

Michigan Business Tax (MBT) Credit	
Tax Increment Financing for Eligible Activities	X

Is the proposed site a "facility" (as defined by Part 201)? <u>Yes.</u> (Please provide a copy of the executive summary of any environmental reports available, such as a Phase I or II Environmental Site Assessment, or Baseline Environmental Assessment.)

Is the applicant's property "blighted" (as defined by P.A. 381 of 1996)? No (Please provide supporting information.)

Is the applicant's property "functionally obsolete" (as defined by P.A. 381 of 1996)? No ____ (Please provide supporting information.)

Proposed Development Project Description

Description of Proposed Project (Please include overall project description, including estimates of capital investment and job creation/job retention. Also describe any elements of the project which may entail sustainable development principles, such as site reuse, greenspace preservation, smart growth, storm water design, green roofs, etc.). Describe the public benefit that will result from completion of this project. Provide a site plan or renderings of the development site and improvements. Informational depictions and narratives relative to the size of buildings, acreage and general site improvements like parking, landscaping, etc. are desired.

Project Description (Provide a description of the proposed Project)

The Project is a complete redevelopment of the subject Property and includes the construction of a new approximately 3,968-square foot, single story, gasoline filling station. The building will include a fast-food operation, cashier area, convenience sales floor, and restrooms. The rest of the property will be redeveloped to include five fuel service pumps, an overhead canopy, and approximately 21 parking spaces.

The total anticipated investment into the redevelopment project is estimated at \$4,500,000. The development will result in the complete redevelopment of vacant and contaminated property in the City of Warren. This development will dramatically improve the appearance of the Property. The Project will significantly increase traffic to the area and provide additional support to existing retail establishments in the city, as well as create jobs.

The improvements to the Property will be permanent and significantly increase the taxable value of the Property. These improvements will also assist in increasing the property values of the neighborhood.

The Project would not be possible without financial support through Brownfield tax increment financing (TIF).

The redevelopment is anticipated to generate 10-12 new full-time equivalent jobs.

Brownfield Incentives (Provide a description of the requested Brownfield Incentives being requested)

Total capital investment is estimated at \$4,500,000 of which \$915,325 is currently proposed for Brownfield Reimbursement to the Developer. The duration of the Plan includes capture of Tax Increment Revenue (TIR) for reimbursement to the Developer for 16 years.

Tax Abatement (Provide a description of any requested Tax Abatement being requested)

Projected number of jobs retained: Projected number of jobs created:2	20
Project Timetable. <u>Underway, estimated completion date of 11/15/2024.</u>	 .
Capital 14 Hayes, LLC Application — 9/24/2024	Page 3 of 6

Maximum Duration	n of Plan:	18 years	

Full-time Jobs (Provide a description of the full-time permanent jobs being created by the proposed Project)

There will be approximately 20 jobs created between the gas station operation and the food service operation within the gas station. The gas station will have approximately 8 full time employees and 2 part time employees. The food service establishment will have approximately 6 full time employees and 4 part time employees.

Construction Related Jobs (Provide a description of the Construction related jobs being created by the proposed Project)

Independent contractors were hired for the construction of the project. The redevelopment generated approximately 75 construction related jobs.

Development Costs Estimates

EGLE Eligible Activities (Provide a description and estimated cost for the EGLE Eligible Activities incurred by the proposed Project)

EGLE ELIGIBLE ACTIVITIES					
Department Specific Activities					
ECMP/Contaminated Soil and Groundwater Management and Oversight	1	LS	\$	7,500	\$ 7,500
Site Specific Health and Safety Plan (HASP)	1	LS	\$	2,500	\$ 2,500
Soil and Groundwater Waste Characterization for Disposal	1	LS	\$	5,500	\$ 5,500
Soil Management - Transportation and Disposal (Non-Hazardous)	1	LS	\$	200,000	\$ 200,000
Dewatering	1	LS	\$	125,000	\$ 125,000
Soil Remediation Verification Sampling/Reporting	1	LS	\$	4,500	\$ 4,500
Gas Vapor Mitigation - Barrier and Passive Venting	1	LS	\$	28,000	\$ 28,000
Engineering Controls - Impervious Utility Systems/Lines (Waterlines and Gaskets)	1	LS	\$	175,000	\$ 175,000
Documentation of Due Care Compliance (DDCC)	1	LS	\$	5,000	\$ 5,000
	EGLE EL	IGIBLE ACT	IVITIES	SUB-TOTAL	\$ 553,000

MSF Eligible Activities (Provide a description and estimated cost for the MSF Eligible Activities incurred by the proposed Project)

MSF ELIGIBLE ACTIVITIES					197	
Demolition						
Demolition - Building & Site	1	LS	\$	67,500	\$	67,500
		Subtotal De	molition	Activities	\$	67,500
Site Preparation						
Soil Management - Excavation of Impacted/Urban Soils for Removal	1	LS	\$	25,000	\$	25,000
Fill - Backfill and Compaction	1	LS	\$	35,000	\$	35,000
Temporary SESC - Mud Mat, Silt Fencing, Sed. Bags	1	LS	\$	6,000	\$	6,000
Temporary Fencing / Site Control	1	LS	\$	10,000	\$	10,000
Subtotal Site Preparation Activities				\$	76,000	
Infrastructure Improvements						
Construction of a Public Roadway (Bypass Lane with a Shoulder)	1	LS	\$	80,000	\$	80,000
Infrastructure Improvements - Soft Costs	1	LS	\$	4,000	\$	4,000
	Subtotal Infrastr	ucture Impro	vement	Activities	\$	84,000
	MSF E	LIGIBLE ACTI	VITIES S	UB-TOTAL	\$	227,500

Project Investments (Provide a Project Budget for the Total Project Investment for the proposed Project for Site Development, Vertical Construction, Personal Property, Fixtures and Equipment, etc.)

Construction Budget	Estimated Cost
Total Construction Budget	\$2,550,000
TOTAL ESTIMATED CONSTRUCTION BUDGET	\$2,550,000

Project Financing

Describe Project Financing; Identify sources and amount of financing that will be used to support the project.	The Owner/Developer is self-financing the project.
Why does the project need incentives?	To help offset the environmental costs incurred by the developer, associated with the redevelopment of a contaminated parcel of land, and those costs allowed under the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended ("Act 381").

Additional Information

Describe any other factors that should be considered in evaluating this project.	
Also, please explain how this project will benefit the public.	The project will not only remove two vacant and deteriorating buildings from the property. It includes the new construction of a 3,968-square foot, single story, gasoline filling station. The building will include a fast-food operation, cashier area, convenience sales floor, and restrooms. The rest of the property will be redeveloped to include five fuel service pumps, an overhead canopy, and parking spaces. This property will service the residents and visitors of the City of Warren.

• If the property owner is not the Project Applicant, please attach a signed and notarized letter from the property owner authorizing the applicant to submit this application for consideration by the Warren Brownfield Redevelopment Authority.

Capital 14 Hayes, LLCApp	cation – 9/24/2024 Page 5 of 6
--------------------------	--------------------------------

If the Project Applicant/Developer has the Property under contract, please provide a copy of the Purchase Agreement or other proof of control (contract) with the current Property owner.

Attach a copy of current title, commitment, and proof of ownership.

Please note the number of current employees will be due each year for the life of the project on June 1 of each year starting the following year after the project start date. This information can be sent to:

City Of Warren Economic Development One City Square—Suite 215 Warren, MI 48093-6726

Application Preparation

This A	Applicatio	n Prepare	ł Bv:
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Triterra: Connor Zook - Brownfield Consultant



MEMORANDUM

DATE: October 2, 2024

TO: Mindy Moore, Council Secretary

RE: Re-Appointment to Cultural Commission

City Council:

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

Name

Date of Expiration

Monica Papasian

June 30, 2027

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

Respectfully submitted,

Lori M. Stone

Mayor

Cc: Clerk

Jeff Cutter



Lori M. Stone, Mayor One City Square, Suite 215 Warren, MI 48093-6726

<u>City Commission / Board Application</u>
Commission / Board applied for: <u>Cultural Commission</u>
Name: Monica Papasian
Address: Zip:
Phone: Home: () Work: Cell:
Email Address
Driver's License Number (for internal use ONLY):
Number of Years a Warren Resident: 134 Warren Business Owner? Redroint Skate Stept (Name of Business)
☐ New Appointment Request ☐ Re-Appointment Request
Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.
Have you ever been convicted of a felony? YES NO
Do you have any felony charges pending against you at this present time? YES NO
If so, please complete the following:
Date of offense: Offense Description:
Where:Disposition:
Work Experience: Professional: Troy School District 13 us; Karmanas Cancer Fostitute - Director of Accty: Finance 1/4 Community: Cultural Commission 3 yrs; Pagasian Library lov Equity: Inclusion 5 yrs;
(Continued on remarks side)

Women of Warrens 1st June Learth Planned Warrens 1st policie Celebration, Warren City Pride 5016 (3) Celebration, Warren City Pride 5016 (3) President (application, pending)

Education: <u>Center Line HS - Class of 93</u> Madonna University BA Accounty
Madonna University BA Accounters
Walsh College MA Finance
Affiliations (Clubs, Fraternal, Military, Church, etc.): 10071121 O Marien
Warren City Pride, Papisian Library For
Affiliations (Clubs, Fraternal, Military, Church, etc.): Worker of Marier Wasten City Prode, Papascon Library for Eguity & Inclusion, Friday Coffee for Communication
Political Offices held, if any (Please include dates of service):
Please feel free to add any additional information: IM all no, I will
to what is necessary to move tharpen
a place for everyone! A place reople weret to
a place for everyone! A place reaple want to
A = A + A + A + A + A + A + A + A + A +
Come and I we *NOTE: All potential appointments:

• Prior to appointment, a background investigation will be conducted; and

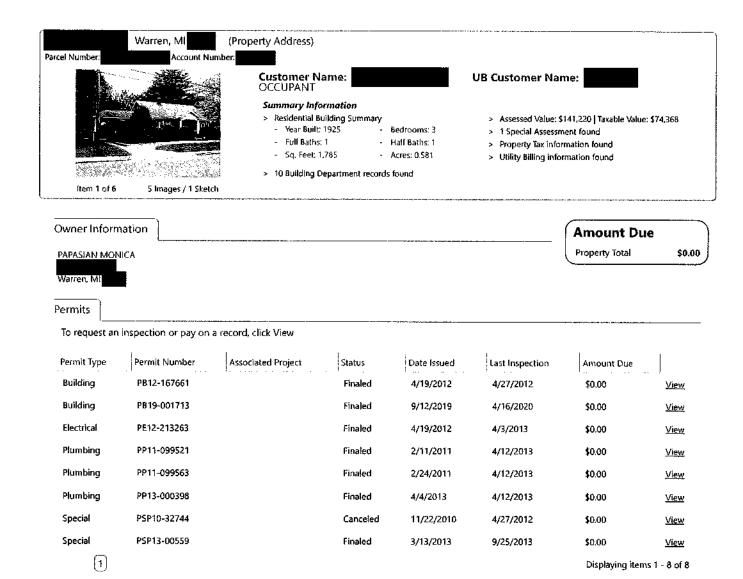
• Applicant must be current on all outstanding taxes, water bills, permit fees or special assessments that are past due prior to date of appointment

Please return this application to the Mayor's Office

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

Fax: (586) 574-4524

Email: mayor@cityofwarren.org



Apply for a Permit

Attachments

2/20/2013

	######################################	*****	
Date Created	Title	Record	j
4/4/2012	B 14 CC REQUIRED		<u>View</u>
2/20/2013	B 15 OPEN CITY CERTS		<u>View</u>

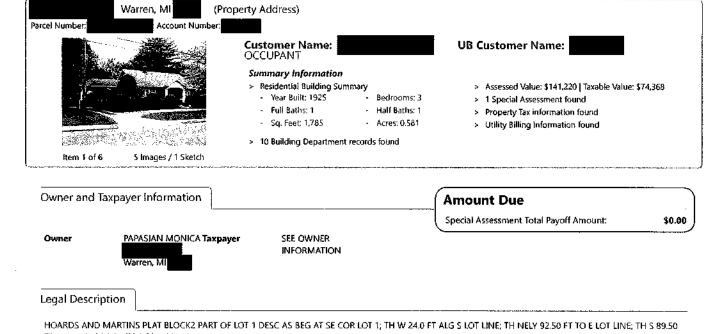
B 15 OPEN CITY CERTS

Displaying items 1 - 3 of 3

<u>View</u>

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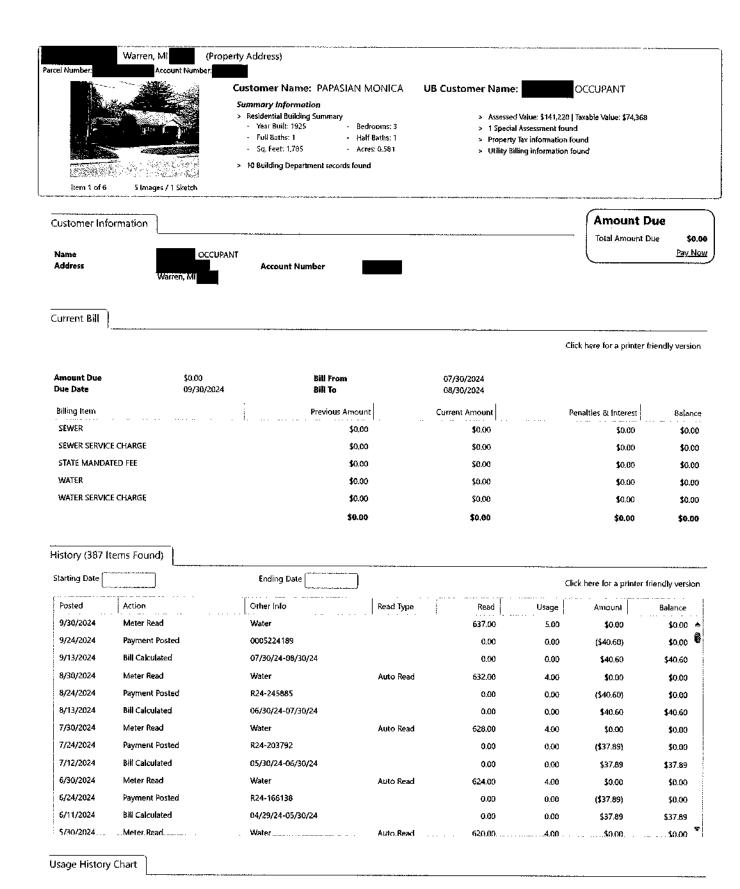
FT ALG E LINE LOT 1 TO POB; ALSO E 24.0 FT OF N 118.80 FT OF LOT 6 & LOT 7 EXC BEG AT NW COR LOT 7; TH SELY 19.0 FT ALG SWLY LINE OF OLD CHICAGO RD; TH SWLY 52.50 FT TO W LINE LOT 7; TH N 48.50 FT ALG W LINE OF LOT 7 TO POB.

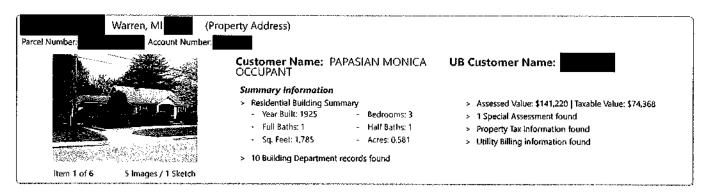
Special Assessment Information

Code	Name	Special Assessment District Status	APR Interest Rate	Start Year	Number of Years	Payment Status
SO487	ROLL SO487	Inactive	3.0000	2017	5	** Paid In Full

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Owner and Taxpayer Information

PAPASIAN MONICA Taxpayer SEE OWNER INFORMATION

Warren, MI

Legal Description

HOARDS AND MARTINS PLAT BLOCK2 PART OF LOT 1 DESC AS BEG AT SE COR LOT 1; TH W 24.0 FT ALG S LOT LINE; TH NELY 92.50 FT TO E LOT LINE; TH S 89.50 FT ALG E LINE LOT 1 TO POB; ALSO E 24.0 FT OF N 118.80 FT OF LOT 6 & LOT 7 EXC BEG AT NW COR LOT 7; TH SELY 19.0 FT ALG SWLY LINE OF OLD CHICAGO RD; TH SWLY 52.50 FT TO W LINE LOT 7; TH N 48.50 FT ALG W LINE OF LOT 7 TO POB.

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

10/1/2024

Recalculate

Tax History

/ear	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Summer	\$3,879.48	\$2,322.40	08/28/2024	\$1,557.08 Pay Now
2023	Winter	\$114.15	\$114.15	01/03/2024	\$0.00
2023	Summer	\$3,677.34	\$3,677.34	01/03/2024	\$0.00
2022	Winter	\$103.00	\$103.00	12/27/2022	\$0.00
2022	Summer	\$3,450.21	\$3,450.21	12/28/2022	\$0.00
2021	Winter	\$234.07	\$234.07	12/28/2021	\$0.00
2021	Summer	\$3,381.32	\$3,381.32	12/31/2021	\$0.00
2020	Winter	\$107.18	\$107.18	12/23/2020	\$0.00
2020	Summer	\$3,486.27	\$3,486.27	12/29/2020	\$0.00
2019	Winter	\$99,82	\$99.82	12/30/2019	\$0.00

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OFFICE OF THE TREASURER LORIE W BARNWELL ONE CITY SQUARE STE 200 WARREN, MI 48093 586-574-4542

To: PAPASIAN MONICA

Warren, MI

PRE/MBT%	TAXABLE VAI	UE	S.E.V	
100.00	74,368		141,220	
PARCEL I.D	YUMBER	\$	CHOOL DISTRICT	
		50230/	WARREN CONSOLIDATE	ם
RATE 27.40300	DESCRII City	PTION	AMOU 2,037.8	
6.00000 4.78000	S.E.T Debt		446.3 355.	
17.50450	Operating	g	EXEM	PT
3.27980	Supplem	ental	243.5	-
1.39820	M.C.C	1.6	103.9	
0.17000	M.C.C D	ebt	12.0	• •
4.59970	I.S.D		342.0	
4,29100	County (
	Admin Fe	e (Sun	nmer) 18.3	23
	County (Winter)		
	D.I.A			
	Admin Fe	e (Win	ter)	
Summer Taxes Due		,	3,879.	48

Property Address:

Mortgage Company Name: NATIONSTAR/MR COOPER

USE POINT AND PAY FOR FREE WITH YOUR CHECKING OR SAVINGS ACCOUNT: INTERNET: WWW.CITYOFWARREN.ORG

PLEASE SEE BACK OF BILL FOR ADDITIONAL PAYMENT OPTIONS.

EMAIL YOUR PROPERTY ADDRESS TO: PAYMENTCONFIRMATION@CITYOFWARREN.ORG FOR CONFIRMATION OF THIS SUMMER'S PAYMENT.

IF YOU PAY YOUR OWN TAXES, PLEASE CALL THE TREASURER AT 586-574-4542.

2024 SUMMER INFORMATIONAL COPY ORIGINAL SENT TO MORTGAGE COMPANY

PAPASIAN MONICA

Previous Payments:

Balance Due:

Interest

Summer Taxes Due:
Interest/Penaity Due:

SUMMER BALANCE: 1,557.08

DUE DATE: 01/31/2025

2024 WINTER INFORMATIONAL COPY ORIGINAL SENT TO MORTGAGE COMPANY

PAPASIAN MONICA

0.00

2,322.40 1,557.08

1,557.08

Winter Taxes Due

TO BE BILLED IN DECEMBER

DUE DATE: 02/29/2024





5831 13 MILE Warrer Parcel Number: 12-99-06-895-	n, MI 48092 (Property Address)
Parcel Number: 12-99-06-895-	Customer Name: REDRUNN SKATE SHOP LLC
	Summary Information > Assessed Value: \$7,500 Taxable Value: \$7,500 Property Tax information found
No Images	
Owner and Taxpayer	Information
- · · · · · · · · · · · · · · · · · · ·	THE PROPERTY OF THE PROPERTY O
Owner	REDRUNN SKATE SHOP LLC Taxpayer SEE OWNER INFORMATION 5823 13 MILE WARREN, MI 48092
Legal Description	
PERSONAL PROPERTY PA	RCEL
Other Information	
Recalculate amounts	s using a different Payment Date
•	nticipated payment date in order to recalculate amounts due as of the specified date for this property.
Enter a Payment Date	10/2/2024 Recalculate
Tax History	
and thistory	
Year Season	Total Amount Total Paid Last Paid Total Due
2024 Summer	\$437.18 \$437.18 09/09/2024 \$0.00

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5823 13 MILE WARREN, MI 48092 Parcel Number: 12-99-06-892-760 **Personal Pro			
No Images Found	Customer Name:	OLD 13 BARBER COMPA n 10 Taxable Value: \$7,500	NY > Property Tax information found
Owner and Taxpayer Information			
Owner OLD 13 BA 5823 13 M WARREN, N		SEE OW	/NER INFORMATION
Legal Description			
PERSONAL PROPERTY PARCEL			TO THE PROPERTY OF THE PROPERT
Other Information		77 TTT 0 TTT	——————————————————————————————————————
Recalculate amounts using a difference You can change your anticipated payment Enter a Payment Date 10/2/2024	•	e amounts due as of the spe	cified date for this property.
Tax History		I De id	
Year Season 2024 Summer		Paid Last Paid Last Paid	Total Due \$0.00

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MEMORANDUM

DATE: October 2, 2024

TO: Mindy Moore, Council Secretary

RE: Appointment to Library Commission

City Council:

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

Name

Date of Expiration

Tom Paruszkiewicz

June 30, 2027

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

e c(a) 065

Respectfully submitted

Lori M. Stone

Mayor

Cc: Clerk

Library Commission



9/20

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

City Commission / Board Application

Name:	iruszkie <u>wic</u> z	· · ·
Address:	·	Zip:
Phone: Home:	Work: ()	Cell; ()
Email Address: _		· · · · · · · · · · · · · · · · · · ·
Driver's License Number (fo		
Number of Years a Warren R	Resident: Warren Busines	ss Owner?
□ Nev	w Appointment Request	
<i>Warren Commission or Boa</i> Have you ever been convicte	rd. d of a felony? YES NO _ X _	
<i>Warren Commission or Boa</i> Have you ever been convicte	rd. d of a felony? YES NOX_ ges pending against you at this present	_
Warren Commission or Boat Have you ever been convicte Do you have any felony char If so, please complete the fol	rd. d of a felony? YES NO _X ges pending against you at this present a llowing:	_
Warren Commission or Boat Have you ever been convicte Do you have any felony char If so, please complete the fol Date of offense:	rd. d of a felony? YES NO _X ges pending against you at this present a llowing: Offense Description:	time? YES NO

Education: St. LAWRENCE Sommary, Wisc.; graduate Notre DAME H.S.
Northern MI Univ., State Univ. of New York, Brighampton & Brockport (YLSTA-PEACE Corp Project)
VANNE State Univ. B.S. & MEd ; Center for Portonal Studies, St. Scyril & Hethodius Sem.
Detroit Police Academy 92-R/A; National Olympic Training Contr., CN. M. 4. (dual diplomate)
Affiliations (Clubs, Fraternal, Military, Church, etc.): WAREN Friends of The Library, Board Hember
& Stone Voluntaer Comm. Assoc. of America
DETRET Police Athletic league of Reserve OFC runk of (E.D.O.) is yes.
USA Olympic Boxing
Political Offices held, if any (Please include dates of service): 4pt. by Gov. J. Engley Boxing Commissione
MI Board of Athletic Control
Please feel free to add any additional information: (complete public service record Available
On taken I
- publications & programs listing Available my Amands

*NOTE: All potential appointments:

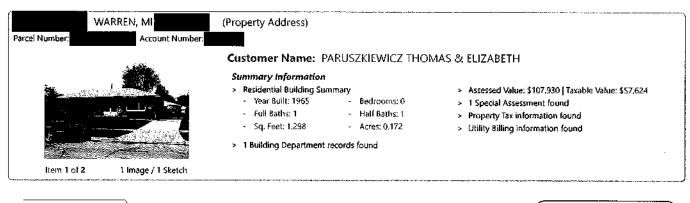
- Prior to appointment, a background investigation will be conducted; and
- Applicant must be current on all outstanding taxes, water bills, permit fees or special assessments that are past due prior to date of appointment

Please return this application to the Mayor's Office

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

Fax: (586) 574-4524

Email: mayor@cityofwarren.org

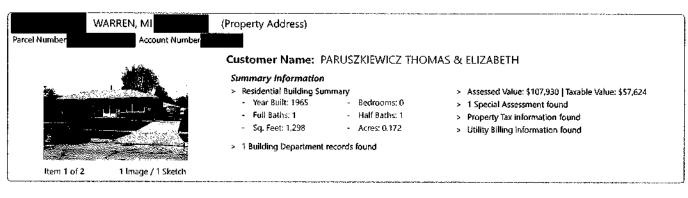


Owner Inform	ation					Amount Du	e
PARUSZKIEWICZ WARREN, MI	HT3BASIJ3 & ZAMOHT	1				Property Total	\$0.00
Permits		TO THE THOUGH A SECOND SEC			TO OPPOSE AND TO AN ARTHUR AND		
To request an	inspection or pay on a	record, click View					
Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
FENCE			Expired	4/25/2003		\$0.00	View
1						Displaying item	ns 1 - 1 of 1
Apply for a Pe	ermit						
Attachments	L	TO COMPANIE CONTRACTOR CONTRACTOR				RAVIARIUM ALUMUM LILU	
Date Created			Title		Record		
No records to o	fisplay.						

Displaying items 0 - 0 of 0

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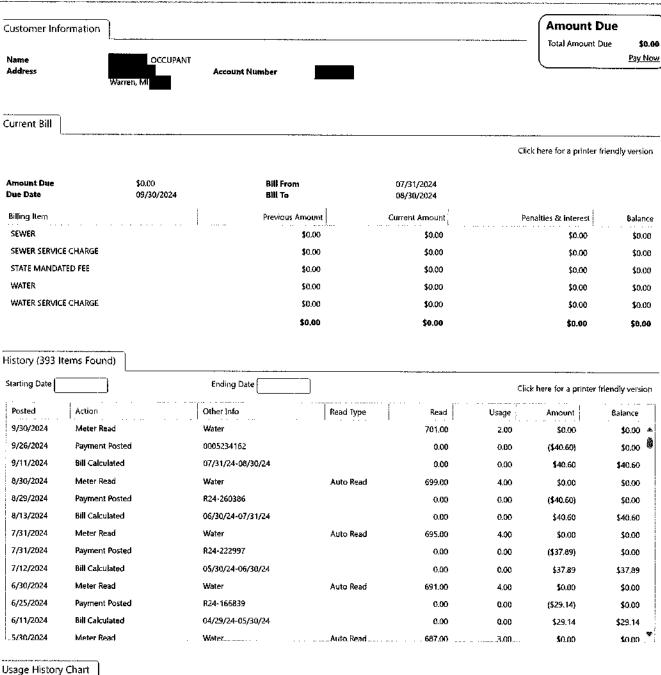


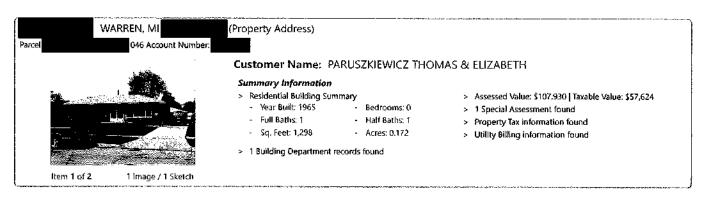
Owner and '	Taxpayer Information	- The state of the		Amount Du Special Assessmen		mount: \$0.0
Owner	PARUSZKIEWICZ T THOMAS & ELIZABETH WARREN, MI	axpayer SEE OWNER INFORMATION	(-	special Assessment	in Total Payon Al	100III. \$0.0
Legal Descri	ption (P.3			· · · · · · · · · · · · · · · · · · ·	
Special Asse	ssment Information	— THE PRINTE INVESTIGATION AND ADDRESS AND				
Code	Name	Special Assessment District Status	APR Interest Rate	Start Year	Number of Years	Payment Status
SO449	ROLL 50449	Active	3.0000	2018	5	** Paid In Full

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Warren, MI (Property Address) Parcel Number Acco⊔nt Numb Customer Name: PARUSZKIEWICZ THOMAS & ELIZABETH OCCUPANT **UB Customer Name:** Summary Information > Residential Building Summary > Assessed Value: \$107,930 | Taxable Value: \$57,624 Year Built 1965 - Bedrooms: 0 > 1 Special Assessment found Full Baths: 1 - Half Baths: 1 > Property Tax information found Sa. Feet: 1,298 - Acres: 0.172 > Utility Billing information found > 1 Building Department records found 1 image / 1 Sketch





Owner and Taxpay	er Information		Amount Due
Owner	PARUSZKIEWICZ Taxpayer THOMAS & ELIZABETH WARREN, MI	SEE OWNER INFORMATION	Current Taxes: \$1,206.48 Pay Now
Legal Description	٦		
"HIGHLAND MANOR	SUB'N." LOT 67 L.52 P.3	W WWW A A A A A A A A A A A A A A A A A	WATER LAND
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

10/1/2024

Recalculate

Tax History

Year 	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Summer	\$3,005.96	\$1,799.48	08/29/2024	\$1,206.48 <u>Pay Now</u>
2023	Winter	\$88.44	\$88.44	01/24/2024	\$0.00
2023	Summer	\$2,849.35	\$2,849.35	01/24/2024	\$0,00
2022	Winter	\$79.80	\$79.80	01/25/2023	\$0.00
2022	Summer	\$2,673.38	\$2,673.38	01/25/2023	\$0.00
2021	Winter	\$181,35	\$181.35	01/27/2022	\$0.00
2021	Summer	\$2,619.95	\$2,619.95	01/27/2022	\$0.00
2020	Winter	\$83,05	\$83.05	02/01/2021	\$0.00
2020	Summer	\$2,701.29	\$2,701.29	02/01/2021	\$0.00
2019	Winter	\$77.34	\$77.34	01/29/2020	\$0,00

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3,005.96

OFFICE OF THE TREASURER LORIE W BARNWELL ONE CITY SQUARE STE 200 WARREN, MI 48093 586-574-4542

To: PARUSZKIEWICZ THOMAS & ELIZABETH

WARREN, MI

PRE/MBT%	RE/MBT% TAXABLE VALUE		S.E.V	
100.00	57,624		107,930	
PARCEL I.D NUMBER		SCHOOL DISTRICT		
		50230 /	WARREN CONSOLIDATED	
RATE 27.40300	DESCR City	IPTION	AMOUNT 1,579.01	

27.40300	City	1, 579.01
6.00000	S.E.T	345.74
4.78000	Debt	275.44
17.50450	Operating	EXEMPT
3.27980	Supplemental	188.99
1.39820	M,C.C	80.56
0.17000	M.C.C Debt	9.79
4.59970	I.S.D	265.05
4.29100	County (Summer)	247.26
4.25100	Admin Fee (Summer)	14.12
	County (Winter)	

Admin Fee (Winter)

D.I.A

0.00 Interest

Previous Payments: 1,799.48 1,206.48 Balance Due:

Property Address:

Mortgage Company Name:

USE POINT AND PAY FOR FREE WITH YOUR CHECKING OR SAVINGS ACCOUNT: INTERNET: WWW.CITYOFWARREN.ORG

PLEASE SEE BACK OF BILL FOR ADDITIONAL PAYMENT OPTIONS.

EMAIL YOUR PROPERTY ADDRESS TO: PAYMENTCONFIRMATION@CITYOFWARREN.ORG FOR CONFIRMATION OF THIS SUMMER'S PAYMENT.

PLEASE NOTE: TWO DIFFERENT DUE DATES AT BOTTOM

2024 SUMMER TAX BILL PLEASE RETURN WITH PAYMENT

PARUSZKIEWICZ THOMAS & ELIZABETH

Summer Taxes Due:

Summer Taxes Due:

1,206,48

Interest/Penalty Due: **SUMMER BALANCE:**

1,206.48

DUE DATE: 01/31/2025

2024 WINTER TAX BILL PLEASE WITH PAYMENT

PARUSZKIEWICZ THOMAS & ELIZABETH



Winter Taxes Due

TO BE BILLED IN DECEMBER

DUE DATE: 02/29/2024





MEMORANDUM

DATE: October 2, 2024

TO: Mindy Moore, Council Secretary

RE: Reconsideration - Village Historic District Commission New Appointment

City Council:

Pursuant to the Code of Ordinances, Chapter 2, Section 2-192 and the authority vested in me, I hereby notify you of the following new appointment for reconsideration:

Name

Date of Expiration

Erik Courter

March 31, 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

Village Historic District Commission



Lori M. Stone, Mayor One City Square, Suite 215 Warren, MI 48093-6726

City Commission / Board Application

Commission / Board applied for: Village Historic District Commission	
Name: Erik Courter	
Address: Warren, MI	Zip:
Phone: Home: () Work: () Cell: (
Email Address:	
Driver's License Number (for internal use ONLY):	
Number of Years a Warren Resident: 5 Warren Business Owner? No	Name of Business)
☑ New Appointment Request ☐ Re-Appointment R	
Please Note: Conviction of a crime will not necessarily preclude you from being app Warren Commission or Board.	pointed to a City of
Have you ever been convicted of a felony? YES NO X	
Do you have any felony charges pending against you at this present time? YES	NO x
If so, please complete the following:	
Date of offense: Offense Description:	
Where:Disposition:	
Work Experience: (2019 - Present) Sandalwood Engineering and Ergonomics - Engi	neering Supervisor
(2018 - 2019) Goodwill Automotive - Facility Engineering Manager	
(2017 - 2018) Sandalwood Engeering and Ergonomics - Industrial Engineer	
(2016 - 2017) Spirit Halloween - Assistant Manager	

Education:
(2010 - 2014) Oakland University - Bachelor of Science in Medical Physics
(2014 - 2016) Wright State University - Master of Science in Physics
(2016 - 2018) Wayne State University - Post-Masters Coursework in Medical Physics
Affiliations (Clubs, Fraternal, Military, Church, etc.):
Warren First United Methodist Church
Political Offices held, if any (Please include dates of service):
Please feel free to add any additional information:
As a resident of the Warren Historic District, I hope to be able to contribute to the commission and preserve
the historical significance of the community. Thank you for your consideration.

*NOTE: All potential appointments:

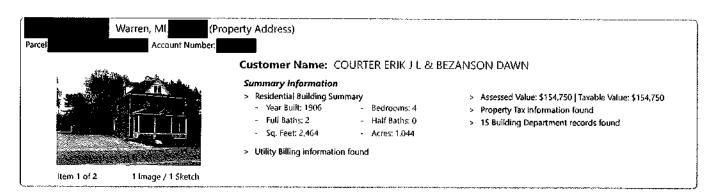
- Prior to appointment, a background investigation will be conducted; and
- Applicant must be current on all outstanding taxes, water bills, permit fees or special assessments that are past due prior to date of appointment

Please return this application to the Mayor's Office

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

Fax: (586) 574-4524

Email: mayor@cityofwarren.org



2 Associat	ed Properties F	ound for This Par	rcel				
Currently viev	wing . (Click here to select a differ	ent property.				
Owner Inforn	nation					Amount Du	e
COURTER ERIK WARREN, MI	J L & BEZANSON DAWN					Property Total	\$0.00
Permits							
To request an	inspection or pay on a	record, click View	THE SECTION		· · · · · · · · · · · · · · · · · · ·	N. W	
Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Building	PB08-159120		Finaled	3/31/2008	3/5/2010	\$0.00	<u>View</u>
Building	PB08-160420		Finaled	9/16/2008	3/5/2010	\$0.00	<u>View</u>
Building	PB08-160424		Finaled	9/17/2008	3/5/2010	\$0.00	<u>View</u>
Building	PB103349		Expired	8/9/1996	7/1/2003	\$0.00	<u>View</u>
Building	PB2003-148029		Expired	7/2/2003	1/7/2004	\$0.00	View
Building	PB2004-149548		Finaled	2/17/2004	12/13/2004	\$0.00	View
CEMENT	PC13-00102		Canceled	7/15/2013		\$0.00	<u>View</u>
CEMENT	PC13-00104		Finaled	7/15/2013		\$0.00	<u>View</u>
Electrical	PE08-203088		Finaled	4/29/2008	5/1/2008	\$0.00	<u>View</u>
Electrical	PE08-204011		Finaled	10/14/2008	5/20/2009	\$0.00	<u>View</u>
1 2						Displaying items 1	- 10 of 15
Apply for a P	<u>ermit</u>						
Attachments							
Date Created			Title		Record		

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No records to display.

Displaying items 0 - 0 of 0

1 Image / 1 Sketch

Item 1 of 2

Customer Name: COURTER ERIK J L & BEZANSON DAWN OCCUPANT

UB Customer Name:

Summary Information

(Property Address)

- > Residential Building Summary
 - Year Built: 1906Full Baths: 2
- Bedrooms: 4Half Baths: 0
- Sq. Feet; 2,464 Acres: 1,044
- > Utility Billing information found

- > Assessed Value: \$154,750 | Taxable Value: \$154,750
- > Property Tax Information found
- > 15 Building Department records found

Customer Information

Name 211922158 OCCUPANT Address Account Number

Warren, MI

Account Number

Current Bill

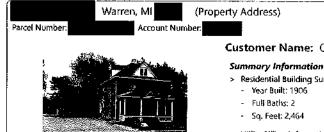
Click here for a printer friendly version

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

History (405 Items Found)

Starting Date		Ending Date			Clie	ck here for a printer	friendly version
Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
9/29/2024	Meter Read	Water		296.00	5.00	\$0.00	\$0.00
9/25/2024	Payment Posted	0005232048		0.00	0.00	(\$159.30)	\$0.00
9/13/2024	Bill Calculated	07/31/24-08/30/24		0.00	0.00	\$68.90	\$159.30
9/9/2024	Penalty			0.00	0.00	\$2.64	\$90.40
8/30/2024	Meter Read	Water	Auto Read	291.00	7,00	\$0.00	\$87.76
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	\$87.76	\$87.76
7/31/2024	Meter Read	Water	Auto Read	284.00	9.00	\$0.00	\$0.00
7/23/2024	Payment Posted	R24-203463		0.00	0.00	(\$35.85)	\$0.00
7/12/2024	Credit Transfer			0.00	0.00	\$0.00	\$35.85
7/12/2024	Bill Calculated	05/31/24-06/30/24		0.00	0.00	\$37.89	\$35.85
7/8/2024	Payment Posted	R24-189597		0.00	0.00	(\$69.95)	(\$2.04)
6/30/2024	Meter Read	Water	Auto Read	275.00	4.00	\$0.00	\$67.91
6/11/2024.	Bill Calculated	04/29/2 4- 05/31/24		0.00	. 0.00	\$37.89	\$67.9.1

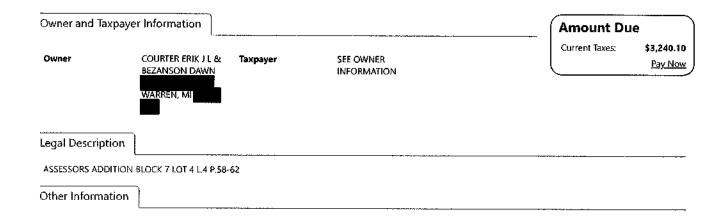
Usage History Chart



1 Image / 1 Sketch

Customer Name: COURTER ERIK J L & BEZANSON DAWN

- > Residential Building Summary
 - Bedrooms; 4 - Half Baths: 0
 - Acres: 1.044
- > Utility Billing information found
- > Assessed Value: \$154,750 | Taxable Value: \$154,750
- > Property Tax information found
- > 15 Building Department records found



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

Item 1 of 2

10/1/2024

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Summer	\$8,072.74	\$4,832,64	08/28/2024	\$3,240.10 Pay Now
2023	Winter	\$249.43	\$249.43	01/03/2024	\$0.00
2023	Summer	\$8,034.74	\$8,034,74	01/03/2024	\$0.00
2022	Winter	\$101.83	\$101.83	12/27/2022	\$0.00
2022	Summer	\$3,411.13	\$ 3, 4 11.13	08/12/2022	\$0,00
2021	Winter	\$231.42	\$231,42	12/17/2021	\$0.00
2021	Summer	\$3,342,99	\$3,342.99	07/30/2021	\$0.00
2020	Winter	\$105.96	\$105.96	12/17/2020	\$0.00
2020	Summer	\$3,446,77	\$3,446.77	08/12/2020	\$0.00
2019	Winter	\$98.70	\$98.70	12/12/2019	\$0.00

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OFFICE OF THE TREASURER LORIE W BARNWELL ONE CITY SQUARE STE 200 WARREN, MI 48093 586-574-4542

2024 SUMMER INFORMATIONAL COPY

8,072.74

4,832,64

3,240.10

0.00

To: COURTER ERIK J L & BEZANSON DAWN

WARREN, MI

PRE/MBT%	% TAXABLE VALUE		S.i	E.V			
100.00	154,750	154,750		64,750			
PARCEL I.D	NUMBER		SCHOOL DIST	TRICT			
		50230	/WARREN CO	ONSOLIDATED			
RATE 27.40300	DESCR City	IPTION		AMOUNT 4,240.56			
6.00000 4.78000 17.50450	S.E.T Debt Operati	ng		928.50 739.70 EXEMPT			
3.27980 1.39820 0.17000 4.59970	M.C.C	Supplemental M.C.C M.C.C Debt		507.54 216.37 26.30 711.80			
4.29100	County Admin I	County (Summer) Admin Fee (Summer) County (Winter)		County (Summer) Admin Fee (Summer) County (Winter)			
	Admin I	≓ee (Wi	nter)				

Property Address:

Mortgage Company Name: US BANK HOME MORTGAGE

USE POINT AND PAY FOR FREE WITH YOUR CHECKING OR SAVINGS ACCOUNT:
INTERNET: WWW.CITYOFWARREN.ORG

PLEASE SEE BACK OF BILL FOR ADDITIONAL PAYMENT OPTIONS.

EMAIL YOUR PROPERTY ADDRESS TO: PAYMENTCONFIRMATION@CITYOFWARREN.ORG FOR CONFIRMATION OF THIS SUMMER'S PAYMENT.

IF YOU PAY YOUR OWN TAXES, PLEASE CALL THE TREASURER AT 586-574-4542.

2024 SUMMER INFORMATIONAL COPY ORIGINAL SENT TO MORTGAGE COMPANY

COURTER ERIK J L & BEZANSON DAWN

Summer Taxes Due:

Previous Payments:

Balance Due:

Interest

Summer Taxes Due: 3,240.10
Interest/Penalty Due:
SUMMER BALANCE: 3,240.10

DUE DATE: 01/31/2025

2024 WINTER INFORMATIONAL COPY ORIGINAL SENT TO MORTGAGE COMPANY

COURTER ERIK J L & BEZANSON DAWN



Winter Taxes Due

TO BE BILLED IN DECEMBER

DUE DATE: 02/29/2024







PUBLIC SERVICE DEPARTMENT **ENGINEERING DIVISION**

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

TO:

Ms. Mindy Moore, City Council Secretary

DATE:

September 23, 2024

RE: CONSIDERATION AND ADOPTION OF RESOLUTION to approve Contract Modification No. 1 and FINAL to City Contract P-23-782, 2023 Concrete Pavement Repairs, increasing the current contract amount by \$425,037.46 resulting in a Final contract amount of \$1,497,792.46; and to issue Payment No. 4 and Final in the amount of \$478,686.25 to Zuniga Cement.

Attached hereto is a copy of the proposed Contract Modification No. 1 and Final to the City Contract P-23-782, 2023 Concrete Pavement Repairs.

The contract modification is for the final adjustment of quantities and balancing the pay items to asconstructed quantities, resulting in an increase from the current contract amount by \$425,037.46 resulting in a final contract amount of \$1,497,792.46.

The Engineering Division recommends that the Warren City Council approve the Contract Modification No. 1 and Final to the City Contract P-23-782, 2023 Concrete Pavement Repairs as presented in the attached documents. Availability of funding has been reviewed by the Budget Director as indicated in the attached resolution.

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

Sincerely,

Tina G. Gapshes. City Engineer

Read and Concurred:

Public Service Director

Read and Concurred:

Kristina Battle

Budget Director

Approved as to Form:

Recommended to Council:

Mary Michaels

Acting City Attorney

Lori M. Stone

Mayor

Attach: Contract Modification No. 1 and Final, City Council Resolution and a copy of Payment #4 and Final



Warren, Mi 48093 Р: (586) 759-9300

F: (586) 759-9318 www.cityowarren.org

CONTRACT MODIFICATION

DATE:

July 23, 2024

CONTRACT:

P-23-782 2023 Concrete Pavement Repairs

MODIFICATION NO.:

1 and Final

TO:

Zuniga Cement 22500 Ryan Road Warren, MI 48091

NECESSITY FOR REVISION:

The contract modification is for the final adjustment of quantities and balancing the pay items to asconstructed quantities, resulting in an increase from the amended contract amount by \$425,037.46 resulting in a final contract amount of \$1,497,792.46.

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

This document shall become an amendment to the Contract, and all provisions of the Contract will apply to all work performed. The total sum of \$425,037.46 is hereby added to the current contract amount of \$1,072,755.00, resulting in a final contract amount of \$1,497,792.46.

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

Accepted by: Zuniga Cer	nent (Contractor)	Date: 07-25-24
Recommended by:	_	Date: 7.30-24
Approved by: Warren (City Council	Date:
Арргоved by:Lori М. Stor	ne, Mayor	Date:
Approved by:Sonja Buffa,	City Clerk	Date:

RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 AND FINAL AND PAYMENT NUMBER 4 AND FINAL

FOR

TO CITY CONTRACT P-23-782 2023 CONCRETE PAVEMENT REPAIRS (ZUNIGA CEMENT)

	At a regular meeting	of the City Council of the City of Warren, County of Macomb,
Michigan, he	eld on	, 2024, at 7:00 p.m. Eastern Time, in the
Council Cha	mber at the Warren Co	ommunity Center Auditorium, 5460 Arden, Warren, Michigan.
PRESENT:	Councilmembers _	
	-	·
ABSENT:	Councilmembers _	
The f	following preamble and	resolution were offered by Councilmember
		, and supported by Councilmember
•	ia Cement and the City vement Repairs.	y of Warren entered into a contract titled P-23-782 2023
Certain char	iges to the plans and s	pecifications were deemed necessary by the City Engineer due
to an increas	se in areas of pavemer	it failure.

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

The Engineering Division recommends approval of the attached Contract Modification No. 1 and Final to the City Contract P-23-782 2023 Concrete Pavement Repairs with the Zuniga Cement as submitted, increasing the current contract amount by \$425,037.46 resulting in a final contract amount of \$1,497,792.46.

The City Engineer also recommends that Payment No. 4 and Final to Zuniga Cement in the amount of \$478,686.25 be issued three (3) days after the approval of Contract Modification No. 1 and Final.

The Engineering Division further recommends Payment No. 4 and Final in the amount of \$478,686.25 for the work completed under the contract P-23-782 2023 Concrete Pavement Repairs with Zuniga Cement after three (3) days of the City Council approval of the attached Contract Modification No. 1 and Final.

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve a modification to the Contract titled P-23-782 2023 Concrete Pavement Repairs, awarded to Zuniga Cement, increasing the amended contract amount by \$425,037.46, as presented in the attached Contract Modification No. 1 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are hereby authorized to execute Contract Modification No. 1 and Final to City Project P-23-782 2023

Concrete Pavement Repairs in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 4 and Final in the amount of \$478,686.25 payable to Zuniga Cement be issued after three (3) days of the City Council's approval of the Contract Modification No. 1 and Final including releasing any interest on retainage

AYES: Cou	ncilpersons		
NAYES:	Councilpersons		
RESOLUTI	ON DECLARED ADOPTED this	day of	2024.
		MINDY MOORE Secretary of the Council	

CERTIFICATION

STATE OF MICHIGAN				
COUNTY OF MACOMB) SS.)			
I, SONJA I	BUFFA, duly elected	City Clerk for the	City of Warren,	Macomb
County, Michigan, certify	that the foregoing is a	true and correct co	by of the resolution	ı adopted
by the Council of the City	of Warren at its meet	ing held on		_, 2024.
		SONJA BUFFA City Clerk		
		•		

P-23-782 2023 Concrete Pavement Repairs Contract Modification 1 & Final Zuniga Cement



City Contract P-13-182 2023 Concrete Pavennas Repelro

Engineering Division FENAL ADJUSTMENT OF QUANTITIES

Contractor: Zuniga Coment Address: 22590 Rynn Rend City: Waszen, M1-18091

			FENAL AD	OSTIMENT OF Q	OWILLIES		City	Merisen' turi abuar	·
175.4	DESCRIPTION	ORIGINAL	ID/ITA	CONTRACT	ORLGINAL	FENAL	FINAL	CRANGE	CHANGE
ITEAS NO.	DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	CIE TRUQUAL	CONTRACT QUANTITY	CONTRACT	QUANTITY	CONTRACT AMOUNT
1	REMOVE AND REPLACE 5" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER	4250	SY	\$ 65.00	\$280,500,00	10671,01	\$704,286.66	6,421.0	423,788.58
	REMOVE AND REPLACE 7" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUYTER	3000	21,	\$ 71.00	\$213,000,00	0.00	\$0.00	(3,000.0)	(213,000,00)
	REMOVE AND REPLACE 5" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER	1500	sy	\$ 75,00	\$112,500,00	5275.15	\$395,636,25	3,775.2	283,136,25
	REMOVE AND REPLACE 9-12" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUITTER	1250	SΥ	5 78.00	\$97,500,00	179.20	\$13,977.50	(1,070.8)	(83,522,40)
5	REMOVE AND REPLACE 4" THICK CONCRETE SIDEWALK	500	SF	1 8.95	\$4,475.00	1800.00	\$16,110.00	1,300.0	11,695.00
		500	SF			2030,35	\$24,364.20	1,530,4	16,354.20
7	REMOVE AND REPLACE OF THICK CONCRETE SIGNMALK OR A.D.A RAMP	6000	δF	s 12,00	\$5,000,00	5129,00		129.0	1,419.00
	REMOVE AND REPLACE & THICK CONCRETE DRIVE APPROACH			5 11,00	00.000,882	-	\$67,419.00		
	REMOVE AND REPLACE IT THICK CONCRETE SIDEWALK OR A.D.A RAMP	500	SF	\$ 13,00	\$6,500.00	0.00	\$0,00	(500,0)	(6,500.00)
- 9	RÉMOVE AND REPLACE 6" THICK CONCRETE DRIVE APPROACH	3250	SF	\$ 13,00	\$42,250.00	278.75	\$3,623.75	(2,971.3)	(35,526,25)
10	REMOVE ONLY 46" THICK CONCRETE	750	\$F	\$ 2.00	\$1,500.00	770.25	\$1,540.50	20,8	40,50
11	INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE	200	ĹF	5 40.00	\$8,000,00	91,00	\$3,640.00	(109.0)	(4,360.00)
12	INSTALL VARIABLE HEIGHT SIDEWALK CURB	400	ĻF	2 10.00	\$4,000.00	76.60	3785.00	(321.4)	(3,214,00)
13	REMOVE AND REPLACE CONGRETE CURB & GUTTER, 6-8" HIGH	500	LF	\$ 25.00	\$12,500.00	52.50	\$1,312,50	(447.5)	(11,167.50)
14	UNDERCUT-EXCAVATE UNSUITABLE MATERIAL AND BACKFILL	1250	CY	s 1.00	\$1,250.00	0.00	50.00	(1,250.0)	(1,250.00)
15	REMOVE CATCH BASIN, GATE VALVE IN WELL, OR MANHOLE, COMPLETE	9	EA	\$ 350.00	\$1,750.00	26,00	\$9,505,00	23,0	6,050.00
16	REMOVE EXISTING SEWER, COMPLETE	100	UF	\$ 20,00	\$2,000.00	157.00	\$3,140,00	57,0	1,140.00
17	INSTALL 2 DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	5	E A	\$ 2,000,00	\$10,000.00	23.00	\$46,000.00	18.0	35,000,00
1a	INSTALL 4' DIAMETER MARMOLE OR CATCH BASIN, COMPLETE	6	€A	\$ 2,300.00	111,500.00	5,00	\$11,500.00	0,0	0,00
19	INSTALL & DIAMETER GATE WELL OR MANHOLE, COMPLETÉ		EA	\$ 2,800.00	\$2,800,00	OQLO	\$0.00	(1.0)	(2,600.D0)
20	ADJUST MANHOLE, CATCH BASIN OR INLET, COMPLETE	20	EA	\$ 400.00	28,000.00	136.50	\$54,600.00	116.5	45,600.00
21	REBUILD MANHOLE, CATCH BASIN, INLET OR GATE WELL, COMPLETE	25	VFT	3 200.00	\$5,000.00	104,40	\$20,680.00	79.4	15,660.00
22	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	12	EA	5 300,00	\$3,600.00	51,00	\$15,300.00	39.0	11,700.00
23	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	12	EΑ	5 300,00	\$3,600.00	16.00	\$4,600.00	4.0	1,200,00
24	INSTALL 6" DIA, CORRUGATED PLASTIC EOGE DRAIN (5" B.O.C., 42" DEPTH, PEASTONE TRENCH, WRAPPED IN GEOTEXTILE FABRIC)	4000	LF	\$ 15,00	00.000,002	403.00	\$6,045.00	(3,597.0)	(53,955,00)
25	INSTALL 6'-10' DIA, P.Y.C. PIPE	125	LF	\$ 40,00	\$5,000.00	0.00	\$0,00	(125,0)	(5,000.00)
26	INSTALL 12" DIA SCH, 60 P.V.C. (A.S.T.M. D 1785) OR 12" R.C.P. C76 N PIPE	250	ĿF	s 110.00	\$27,500.00	241.30	\$26,543.00	(8.7)	(957.00)
27	M.D.O.T. DRUM, FURNISHED AND OPERATED	500	EA	5 4.00	\$2,000,00	1854,00	\$7,856.00	1,464.0	5,656.00
25	M.D.O.T. TYPE 8 ILLUMINATED FLASHING ARROW BOARD	5	EĄ	\$ 200.00	21,000,00	4.00	\$600.00	(1.0)	(200.00)
29	M.D.O.T. TYPE III BARRICADE	25	EA	\$ 10,00	\$250.00	4.00	\$40.00	(21,0)	(210,00)
30	TEMPORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS	200	SF	2 6.00	\$1,200.00	432.00	\$2,592,00	232.0	1,392.00
31	INSTALL CLASS "A" SOD	100	SY	\$ 20.00	\$2,000.00	0,00	\$0.00	(190.0)	(2,000,00)
32	RESTORATION, COMPLETE	1	LS	\$ 15,000.00	\$15,000.00	1,00	\$16,000,00	0.0	0.00
33	VERTIGAL EXPLORATORY INVESTIGATION	50	VFT	5 50.00	\$2,600,00;	0,00	50.00	(50.0)	(2,500.00)
34	CONTINGENCY FOR WORK OUTSIDE OF THE ORIGINAL CONTRACT ITEMS	1	LS	\$ 25,000,00	\$25,000.00	0.61	\$15,200.00	(0.4)	(8,600,00)
	CREW DOWNTIME FOR LOGATING MIS-MARKED JUNMARKED SERVICES OR FOR OTHER UNFORESEEN	10	HR	3 5.00	\$50,00	0.00	\$0.00	(10,0)	(50.00)
36	FIELD CONCITIONS REPAIR MIS-MARKED OR UNMARKED WATER SERVICE	3	EA	s 10.00	\$30.00	6.00	10.00	(3.0)	(30.00)
	PERMIT COSTS FOR MACOMB COUNTY DEPARTMENT OF ROADS	2000	DO!	\$ 1,00	\$2,000.00	0.00	50.00	(2,000,0)	(2,000.00)
		2000	LS		\$25,000,00	1,00	\$25,000,00	0.0	0.00
36	BONDS, INSURANCE, MOBILIZATION AND INITIAL SET-UP EXPENSE (Not to exceed 3% of construction eact)	<u>'</u>	L3	\$ 25,000.00	*₹9\n\n\00	UND	*EANT/UU	·	4.00
		ankant #			**********		\$1,457,792.46		\$425,037.46
		IndemA Isaano			\$1,072,755.00		# 1 ₁ 971,53£,49		4-24,801.00
	Contract Modification	(PO, 7 SPO F)R의			425,017.46				
	Final C	oniraci Amouni			\$1,497,792.48				

39.62 %

Percent Change from the Amended Contract Amount



PAYMENT REQUEST

Date: July 30, 2024 To: Sara Karpuk, Budget Cost Analyst, Controller's Office From: **Engineering Division** Re: Payment No. 4 and Final Payee: Zuniga Cement Construction, Inc. Project No. P-23-782 22500 Ryan Road Location City Wide Warren, MI 48091 Improvement: Pavement Repair Original Contract Amount (City Council Approval 9/26/2023) \$1,072,755.00 Prop. Contract Modification No. 1 \$425,037.46 Current Contract Amount \$1,497,792.46 Total Work performed as of 6/30/2024 \$1,497,792.46 Less Retainage 0.00% \$0.00 Net Amount Earned to Date \$1,497,792.46 Amount of Previous Payment Requests \$1,019,106.21 Amount Due This Estimate \$478,686.25 Retainage Previously Withheld \$53,637.75 Retainage Change this Pay Estimate -\$53,637.75 Chargeable to: Special Revenue Fund 9204-97400 Local Road Street Repairs & Replacement \$478,686.25 The total revenue generated should be transferred from the construction account to the City general fund and be credited as revenue generated by the Division of Engineering. Prepared by: Approved for Payment by: in Shin Tina G. Gapshes, P.E Civil Engineer City Engineer

cc: Payee



2023 Concrete Pavement Repairs City Project P-23-782 (ITB-W-0660) Construction Pay Estimate 4 and Final

Zuniga Coment Constr., Inc. 22500 Ryan Road Warren, MI 48091

ITEM No.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	אט	ET PAICE	CONTRACT	QUANTITY PAID TO DATE	AMI	DUNT PAID TO	QUANTITY THIS PAYMENT		MOUNT THIS
	CONCRETE ITEMS	<u>' </u>	<u>. </u>	_		1	IOUAIL	_	LMIL	(A) MILIT		r Militarit
1	RUMOVE AND REPLACE 6" THICK CONCRETS PAVEMENT WITH INTEGRAL, CURB AND GUITER	SV.	4250.00	3	66.00	\$ 280,500.00	10671.01	s	704,286.A6	5606.30	s	370.015.80
2	REMOVE AND REPLACE 7" THICK CONCRETS PAVEMENT WITH INTEGRAL CURR AND GUTTER	23.	3000.06	3	71.00	\$ 213,000,00	0.00	z	-	0,04	\$	-
3	REMOVE AND REPLACE OF TIRCK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER	SY	1500.00	s	75.00	\$ 112.500.00)	5275,15	ş	395,636.25	0 ,(N)	s	
•	REMÓYE AND REPLACE 9-12" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER	SY	1250,00	s	78.00	\$ 97,500.00	179,20	s	13,977.60	00,0	s	
5	REMOVE AND REPLACE 2" THICK CONCRETE SIDEWALK	SF	500.00	1	¥.95	\$ 4,413.00	1300,00	s	16.110.06	0.01	s	-
6	REMOVE, AND REPLACE 6" THICK CONCRETE SIDEWALK ()R A.D.A RAMP	SF	500.00	s	12,00	\$ 6,000.00	2030,35	s	24,364.20	0.60	\$	•
7	REMOVE AND REPLACE OF THICK CONCRETE DRIVE APPROACH	5₹	4006.00	š	60,13	5 66,000,00	6;29.00	s	67,419,00	4873.4b	5	53,607,40
ĸ	REMOVE AND REPLACE 8- THICK CONCRETE SIDEWALK OR A.D.A RAMP	SF	907,608	\$	13.00	AO.008.8 2	0.00	s	-	0.06	5	,
9	REMOVE AND REPLACE 8" THICK CONCRETE DRIVE APPROACE	SF	3250.00	5	13.00	5 42,250,00	278.75	ş	3,623.75	0.00	s	- 1
10	REMOVE ONLY 4-8" THICK CUNCRETE	SF	750.00	s	2,600	S 1_500.00	770,25	s	1,540.50	412,65	\$	£25.30
11	INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE	LF	200.00	s	40.00	\$ 8,000.00	41.0A	S	3.640,00	0.00	\$	
12	DISTALL VARIABLE HEIGHT SIDEWALK CURB	T.	460.60	3	10,00	5 60,000,00	78.60	2	786.00	0.00	5	
13	REMOVE AND REPLACE CONCRETE CURS & GUTTER, 6-6" HIGH	LF	500,00	5	25.00	\$ 12,500,00	32.50	\$	1.312.50	0.90	s	-
14	UNDERCUT-EXCAVATE UNSUITABLE MATERIAL AND BACKIFILE	ď	1250.00	5	1,00	S 1,250.00	0,06	\$		a.oa	\$	-
	UTILITY ITEMS	- 1					1				_	
15	REMOVE CATCH BASIN, GATE VALVE IN WELL, OR MANIFOLE. COMPLETE	HA	5.00	5	550. 00	\$ 1,750.00	28.60	\$	9,500,00	0.00	\$	•
16	REMOVE EXISTING SHWER, COMPLETE	LF	100.00	5	10,00	\$ 2,000.00	157.00	5	3.140.00	O.Da	2	
17	INSTALL 2 DIAMETER CATCH BASIN, COMPLETE	EA	5.00	S 2,6	GH), (H)O	5 10,000.00	23.00	5	46,090.00	0,00	s	
18	DISTALL 4' DIAMETER MANIHULE OR CATCH BASIN, COMPLETE	EА	5.00	5 2,	300.00	\$ 11,500,00	5.00	s	11,500.00	U.DID	2	
19	installs' diameter gate well or manhole, complete	EA	1.00	\$ 23	810.00	S 2,900,00	0.00	s 		0.00	5	•
20	ADRUST MANHOLE, CATCH BASIN OR INLET, COMPLETE	EA	20,00	٠ .	00.00	3 8,000,00	136.50	\$	54.600.00	0.00	5	
21	REBUILD MANHOLE CATCH BASIN OR INLET, COMPLETE	VET	25.00	f :	00.00	S 5.1160.00	104.40	5	20.880.00	17:00	\$	-
22	NSTALL A.D.A. COMPLIANT OR STANDARD FRANCE FOR MANHOLE, CATCH BASIN, BYLET OR GATE WELL	FA.	1200	5 1	00.00	\$ 3,600.00	51.00	s	15,360.00	ń.ab	5	
33 E	nstall a.d.a. Compliant or Standard Cover for Manhole, Parch Basin, inlet or gate well,	EA	12.00	; ;	00.00	\$ 3,600.00	16.80	5	4,800.00	2.00	\$	660.00

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2023 Concrete Pavement Repairs City Project P-23-782 (ITB-W-0660) Construction Pay Estimate 4 and Final

Zuniga Cement Constr., Inc. 22500 Ryan Road Warren, MI 48091

	<u> </u>			_								
24	INSTALL 6" CORRUGATED PLASTIC EDITE DRAIN (6" N.O.C., 12" DEPTH. PEASTONE TRENCH, WRAPPEDIN GEOTEXTICE FABRIC)	t,F	4000.00	s	15.00	5 60,000,00	493,040	ś	6.045.00	n.ue	\$	
25	INSTALL 6"-10" DIA. P.V.C. PIPE	1,#	125.00	5	40.60	\$ 5,000.00	4.00	s	-	0,00	5	•
26	INSTALL 12" DIA, &CIL 80 P.V.C. (A.S.T.A.L D 1785) OR 12" R.C. P. C76-IV FIPE	LF	250.00	5	110.00	\$ 27,500.00	241.30	,	26,543.00	ō.pa	5	-
	TRAFFIC CONTROL STEMS		ь									
27	M.A.C.T., DRUM, FURNISHED AND OPERATED	F,A	500,00	ř	4.00	5 2,000.00	1964,00	,	7,856,00	9,00	s	-
28	NLD.O.T. TYPE B ILLIMINATED FLASHING ARROW BOARD	EΑ	5.00	\$	200,00	\$ 1,000.00	4.00	s	800,00	U.00	5	
29	M.D.O.T. TYPE III BARRICASJE.	EA	25.00	\$	10.00	5 259.00	4,00	5	40,00	0.00	5	•
30	TEMPORARY TRAFFIC CONTROL OR IMPORMATIONAL SIGNS	SF	200.00	5	6.00	\$ 1,200,00	432.60	5	2.592.00	0.00	s	
	RESTORATION LIEUS							_	_		·	
31	INSTALL CLASS "A" SOD	ŞΥ	190.00	\$	20.00	\$ 2,000,00	0.00	5	-	0.00	s	
32	RESTORATION, COMPLETE	LS	1,00	5 15	00.000	\$ 15,000.00	1.60	s	94,651	0,60	s	-
	MISCELLANEOUS PTEMS											
53	VERTICAL EXPLORATORY INVESTIGATION	VFT	30.00	5	50.00	5 2.500.00	0.60	s		0.00	S	•
34	CONTINGENCY FOR WORK OUTSIDE OF ORIGINAL CONTRACT TIEMS	LS	1.00	\$ 25.	an.ude.	5 25,nqu,ij6	U.61	s	15,200.00	0.00	s	-
3.5	CREW DOWNTIME FOR LOCATINU MIS-MARKEDUNMARKED SERVICES OR FOR OTHER UNFORESEEN HELD CONDITIONS	HR	19.00	ş	5,00	\$ 50.00	0.00	s		U.05	s	
16	RUPAIR MIS-MARKED OR UNMARKED WATER SERVICE	EA	5.00	5	19.00	\$ 39.00	0.50	5		0.09	5	
37	PERMIT COSTS FOR MACUALL COUNTY DEPARTMENT OF ROADS	DOL	2000.00	s	1.60	\$ 2,000,06	0.00	s	-	9.40	s	-
38	DONDS, INSURANCE, MOBILITIZATION AND INITIAL SET-UP EXPENSE (<u>Not to expend 3% of co</u> rregation cost)	LS	1.00	\$ 25)	00.00	\$ 25,000,00	1,00	5	25,000,00	6-0.0	5	•
Total Wo	k Perfumed as of 6/30/24					5 1,072,755.00		3)	1,497,792,46		5 425,	
Less Rem	impe		B%						50.00			_
	int Farned		-1/8						-		-353,6	
····									1.497.792.46		5 478.0	080.25
Less Provione Postated 51,019,706.31 5												
Turbel links	race Due this Estimate											
	zece Due this Estimate							s	478.68ñ.25		\$ 478.6	686.25

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

for the City of Watten Titu G. Capabes, F.E. City Engineer

and the sheet

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

for Zuniga Cement Construction, In

Cantracia

City Project P-23-782 2023 Concrete Pavement Repairs Pay Estimate No. 4 and Final



Contractor: Zuniga Cement Construction, Inc.

Address: 22500 Ryan Road City: Warren, MI 48091

DESCRIPTION			ORIGINAL CONTRACT AMOUNT		AMOUNT PAID TO DATE		AMOUNT THIS PAYMENT
Original Contract Amount		\$	1,072,755.00				
Total Work Performed as of:	6/30/2024			\$	1,497,792.46	s	425,048.50
Less Retainage	0.00%			s	-	s	(53,637,75
Net Amount Earned				2	1,497,792.46	\$	478,686,25
Less Previous Payments				\$	1,019,106,21	s	
Total Amount Due this Estimate				\$	478,686.25	\$	478,686.25
Original Contract Amount		S	1,072,755.00		311CB1C-343731111B11111111		
Total Local Street Repairs & Replacement Fund Work Performed as of	6/30/2024			s	1,497,792.46	s	425,048.50
Less Relainage	0.00%			\$	-	2	(53,637.75
Net Amount Earned				ı	1,497,792.46	\$	478,686.25
Less Previous Payments				s	1,019,106.21	\$	
Total Local Street Repairs and Replacement Special Revenue Fund 9:	204-97400 Amount Due this Estimate			\$	478,686.25	\$	478,686.25

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

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

City Engineer

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

for Zuniga Cement Construction, Inc.



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

September 18, 2024

Mindy Moore City Council Secretary

RE:

CONSIDERATION AND ADOPTION OF RESOLUTION to Approve Contract Modification No. 1 and Final and Payment No. 3 and Final to City Contract PM-23-783, 2023 Pavement Marking Program, increasing the contract amount by \$75,420.52, resulting in a final contract amount of \$409,770.52, and to issue payment No. 3 and Final in the amount of \$87,784.55 to PK Contracting, Inc.

Attached hereto is a copy of the proposed Contract Modification No. 1 and Final to the City Contract PM-23-783, 2023 Pavement Marking Program with PK Contracting, Inc.

The contract modification is for addition of new pay item and change in scope of the project, resulting in an <u>increase</u> from the original contract amount by \$75,420.52.

It is the Engineering Division's recommendation that the Warren City Council approve the Contract Modification No. 1 and Final to the City Contract PM-23-783, 2023 Pavement Marking Program, as presented in the attached Contract Modification No. 1 and Final.

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

Sincerely,

Read and Concurred:

Funding Approval:

Tina Gapshes, P.E.

City Engineer

David Muzzarelli Public Service Director Kristina Battle Budget Director

Approved as to Form:

Recommended to Council:

Mary Michaels

Acting City Attorney

Lori M. Stone

Mayor

TGG/cn

Attach: Contract Modification No. 1 and Final, Proposed Resolution and Payment No. 3 and Final



CONTRACT MODIFICATION

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

DATE:

8/26/2024

CONTRACT:

PM-23-783

2023 Pavement Marking Program

MODIFICATION NO.:

1 and FINAL

TO:

PK Contracting, Inc. 1965 Barrett Drive Troy, MI 48084

NECESSITY FOR REVISION: Modifications to the contract work after project award due to addition of new pay item and change in scope of the project.

The total change in contract price due to addition of new pay item and change in scope of the project is \$75,420.52 (increase) resulting in a final contract amount of \$409,770.52.

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

This document shall become an amendment to the contract, and all provisions of the contract will apply to work performed. The total sum of \$75,420.52 is hereby added to the current contract amount of \$334,350.00, resulting in a final contract amount of \$409,770.52.

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

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

RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 AND FINAL AND PAYMENT NO. 3 AND FINAL TO CITY CONTRACT PM-23-783, 2023 PAVEMENT MARKING PROGRAM PK CONTRACTING, INC.

Atar	egular meeting of the	City Council of the City of Warren, Count	y or Macomb,
Michigan, he	ld on	, 2024 at 7:00 p.m. Eastern	Time, in the
Council Char	mber at the Warren C	ommunity Center Auditorium, 5460 Arder	ı, Warren, Michigan.
PRESENT:	Councilmembers		
ABSENT:	Councilmembers	· · · · · · · · · · · · · · · · · · ·	
The f	ollowing preamble and	d resolution were offered by Councilmem	ber
B77 -		_, and supported by Councilmember	
PK C	ontracting, Inc. and th	e City of Warren entered into a contract t	itled PM-23-783,
2023 Pavem	ent Marking Program		

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

In compliance with section 200, Subsections 236, 238, and 239, PK Contracting, Inc. and the City Engineer have determined mutually acceptable prices for the additional work and for the modifications to the original contract work.

The Engineering Division recommends approval of the attached Contract Modification No. 1 and Final to the City Contract PM-23-783, 2023 Pavement Marking with PK Contracting Inc., as submitted thereby <u>increasing</u> the current contract amount by \$75,420.52, resulting in a final contract amount of \$409,770.52.

The Engineering Division further recommends that Payment No. 3 and Final in the amount of \$87,784.55 for the work completed under the contract PM-23-783, 2023 Pavement Marking Program be issued to PK Contracting, Inc. after three (3) days of the City Council approval of the attached Contract Modification No. 1 and Final.

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

Addition of \$75,420.52 to the 2023 Michigan Transportation Operating Fund Major Street.

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve a modifications to the Contract titled PM-23-783, 2023 Pavement Marking Program awarded to PK contracting Inc., increasing the original contract amount by \$75,420.52, resulting in a final contract amount of \$409,770.52 as presented in the attached Contract Modification No. 1 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 1 and Final to City Contract PM-23-783, 2023 Pavement Marking Program in such form that meets with the approval of the City Attorney.

> MINDY MOORE Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)) SS.
COUNTY OF MACOMB)
I, SONJA BU	FFA, duly elected City Clerk for the City of Warren, Macomb Count
Michigan, certify that the fe	pregoing is a true and correct copy of the resolution adopted by the
Council of the City of Warre	n at its meeting held on, 202
•	·
	SONJA BUFFA
	City Clerk



PAYMENT REQUEST

Payee

cc:

Date:	September 18, 2024				
To:	Sara Karpuk, Budget A	analyst, Controller's Office	COUN	CIL APPROVAL REG	QUIRED
Re:	Payment No.	3 and Final	Payee :	PK Contracting, LLC	C
	Project No.	PM-23-783		1965 Barrett Drive	
	Location	City Wide	_	Troy, MI 48084	
	Improvement:	2023 Pavement Marking Program	_		
_	l Contract Amount (City et Modification No. 1 Current Contract Amo	Council Approval 3/28/2023) unt		\$334,350.00 \$75,420.52	\$409,770.52
Less Re Net Am	Vork performed to Date etainage nount Earned to Date tof Previous Payment R	9/22/2023 0.00% equests		\$409,770.52 \$0.00 \$409,770.52 \$321,985.97	
	Amount Due This Esti	mate			\$87,784.55
	ge Previously Withheld ge Change this Pay Estir	nate		\$1,000.00 -\$1,000.00	
2023 M 2023 M	•	Operating Fund, Major Streets Traffic Ser Operating Fund, Local Streets Traffic Ser 400		_	\$87,784.55 \$0.00 \$ -
Prepare Chukwi Civil En	udi Nnaji	2		ed for Payment: Lundry pshes, P.E. gineer	

PA1-23-783 2023 Pavement Marking Program Estimate No. 3 and Final



Contractor: P.K. Contracting, LLC.

Address: 1965 Barrell Drive City: Troy, 331 48084

		.,							
LTEM NO.	DESCRIPTION	UNITS	ORIGINAL DID QUANTITY	CONTRACT UNIT PRICE	ORIGINAL DID AMOUNT	QUANTITY PAID TO DATE	AMOUNT PAID TO DATE	QUANTITY THIS PAYMENT	AMOUNT THIS PAYMENT
t	PAYEMENT MARKING, SPRAYABLE THERMOPLASTIC, 4 INCH, YELLOW	LF	800,000	\$0.190	\$152,000.00	390,898.00	\$ 74,270,62	3,041,00	
2	PAVEMENT MARKING, SPRAYABLE THERMOPLASTIC, 4 INCH, WHITE	LF	275,000	\$0,190	\$\$2,250,00	139,270,00	\$ 26,461.36	14,900.00	\$ 2,831.00
	PAVEMENT MARKING, OVERLAY COLD PLASTIC, 6 INCH, CROSSWALK	L.f:	23,000	52 20	250,600,00	47,128,00	\$ 103,681.60	21,315,80	\$ 46,894.76
	PAVEMENT MARKING, OVERLAY COLD PLASTIC. 24 INCH, STOP BAR	LF	2,000	\$10.00	\$20,000,00	8,773.00	\$ 87,730,00	3,604.30	\$ 36,043.00
	PAVEMENT MARKING, OVERLAY COLD PLASTIC, 18 INCH, STOP DAR	LF	000,c	\$7,00	521,000.00	945,00	\$ 6,615.00	467.00	\$ 3,269.00
	PAVESIENT MARKING, OVERLAY COLD PLASTIC, ARROW	EA	80	\$150,00	\$12,000.00	212,00	\$ 31,800,00	104,00	\$ 15,600,00
	PAVEMENT MARKING, OVERLAY COLD PLASTIC, DNLY	EA	80	\$150,00	\$12,000,00	20,00	\$ 3,000.00	(17,00)	\$ (5,550.00)
	PAYEMENT MARKING, OVERLAY COLD PLASTIC, RAIL ROAD, (Including all Turce Stop Bus)	EA	5	\$500.00	\$2,500,66	18.00	\$ 9,000.00	8.00	5 4,000.00
	PAVEMENT MARKING, OVERLAY COLD PLASTIC, SCHOOL	EA	10	\$200,00	\$2,000.00	-	s ·	•	s -
	REMOVE SPECIAL MARKINGS TO FACILITATE INSTALLATION OF NEW SPECIAL MARKINGS	SF	\$,000	\$2,00	\$10,000.00	30421	60842	-11625,50	-23251
		ADDI	FIONAL PAY I	TEM	<u>.</u>		<u>.</u>		
	YAVENENT MARKING, OVERLAY COLD PLASTIC, I' AND CA	ħΛ	26	\$245,00	\$0.00	26,00	\$ 6,170.00	26.00	S 6,370.00
eal W	ork Performed as of 9/22/2023	<u></u>		·····	\$334,350.00		\$ 409,770.52		S 86,784.55
ess Rei	ninage		0,00%				ş .		5 (\$,000.00)
čej A <u>mo</u>	iont Earned						5 409,770,52	'	S 87,784.55
ess Pre	rious Payments						\$ 321,985.97		s
otal Ba	ance Due this Estimale						S 87,784.55		S 87,784.55

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

> Tina Gapshes, P.E. City Engineer

According to the best of my knowledge and belief, I certify that all items and amounts shown on this periodic estimate are correct; that all work has been performed in full accordance with the requirements of the Contract, that the foregoing is a true and correct statement of the contract account up to and including the last day of the periodic expant of the "balance due this estimate" has been received. That payment of same due herewith, is without collusion and fraud in any respect.

Contractor



2023 Pavement Markings City Project No. PM-23-783 Pay Estimate No.3 and Final

Engineering Division CONSTRUCTION ESTIMATE

Contractor: P.K. Contracting, L.LC. Address: 1965 Barrett Drive City: Troy, Mt 48084

DESCRIPTION		0	ORIGINAL CONTRACT AMOUNT		ONTRACT DIFICATION 1	AMOUN PAID TO DAT		1	TMOUNT THIS YMENT
Total Work Performed as of:	9/22/23	s	334,350.00	s	75,420.52	\$ 409,770	.52	s ·	86,784.55
Less Relainage	0.00%					s		s	(1,000.00)
Net Amount Earsed						S 409,770	,52	s	87,784.55
Less Previous Payments						\$ 321,985	.97		
Total Amount Due this Estimate		}				5 87,784	.55	s	87,784,55
Total 2023 Michigan Transportation Operating Fund, Major Streets Work Performed as of:	9/22/23	s	250,762,50	s	75,420.52	\$ 326,183	,02	s i	B6,784.55
Less Relainage	0.00%					2	-	\$	(1,000.00)
Net Amount Earned		ļ				\$ 326,183	,02	\$ 1	87,784.55
Less Previous Payments						\$ 238,398	.47	2	-
Total 2023 Michigan Transportation Operating Fund, Major Streets this Estimate:						\$ 87,784	.55	s i	37,784.55
Total 2023 Michigan Transportation Operating Fund, Local Streets Work Performed as of:	9/22/23	s	83,587.50	\$	-	\$ 80,587	.50	2	
Less Relainage	0,00%					s .	.	s	-
Net Amount Earned						\$ 83,587.	so	\$	-
Less Previous Payments						\$ 83,587.	.50	\$	-
Total 2023 Michigan Transportation Operating Fund, Local Streets this Estimate:					Ì	S 0.	00	S	-

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

> for the City of Wurren, Tina Gapshes, P.E. City Engineer

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

Contractor



October 1, 2024

CITY ATTORNEY'S OFFICE

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

Ms. Mindy Moore Council Secretary City of Warren

Re: Proposed Resolution Approving Agreement with HAAS Alert for Digital Emergency Alert System

Dear Council Secretary Moore:

Attached is a proposed resolution approving a five-year agreement which will provide civilian drivers with digital alerts of oncoming fire emergency response vehicles with activated sirens, within a half mile range.

The service is available to drivers with a WAZE or Google Map application on their cell phone and is compatible with several new models of vehicles. The alerts will further the public safety by encouraging drivers to avoid the path of an emergency incident and prevent collisions.

The Fire Commissioner is recommending a five-year agreement at the annual cost of \$10,986.53. HAAS will lock in the annual rate for the five-year period. HAAS Alert is the only known commercial alert driver notification provider, and is a sole source provider under Warren Code or Ordinances, section 3-337.5.

If acceptable, please submit the documents to Council for consideration at its next meeting on Tuesday, October 8, 2024.

Respectfully,

Mary Michaels
Acting City Attorney

Approved:

Craig Treppa Purchasing Agent

1

Approved for funding:

Kristina Battle Budget Director Lori M. Stone

Approved:

Mayor

Wilbert McAdams Fire Commissioner

RESOLUTION APPROVING AGREEMENT FOR EMERGENCY VEHICLE ALERT SYSTEM

At a regular meeting of the City Council of the City of Warren, County of
Macomb, State of Michigan, held on October 8, 2024, Eastern Standard Time, in the
Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.
PRESENT: Councilpersons
ABSENT: Councilpersons
The following preamble and resolution were offered by Councilperson
and supported by Councilperson
The Fire Commissioner is recommending that the City provide an alert system for
civilian drivers within range of an emergency response vehicle.
HAAS Alert offers a service that digitally alerts civilian vehicles equipped with
mobile devices applications of oncoming fire response or EMS vehicles within their
driving range.
The service is intended to help prevent collisions and divert traffic from areas of
critical response.
The service is available for a five-year term at a discounted annual cost of
\$10,986.53.

HAAS is the only known commercially available digital alert service offering the

system for fire vehicles, and qualifies as a sole source provider under WCO 2-337.5

THEREFORE, IT IS RESOLVED, that the Mayor and Clerk are authorized to execute an agreement with HAAS Alert, consistent with this resolution and in such form that meets with the satisfaction of the City Attorney.

IT IS FURTHER RESOLVED, that the funding is available in the Fire Contractual Services Account No. 101-1336-80100.

AYES:	Councilpersons:
NAYS:	Councilpersons:
RESOLUTION	I DECLARED ADOPTED this 8 th 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 8, 2024.

SONJA BUFFA	
City Clerk	

ID 107653



July 18th, 2024

City of Warren Fire Department 23295 Schoenherr Warren, Mi 48089

RE: Interoperable Real-Time Digital Alert Service Sole Source Distributor Information

To whom it may concern:

HAAS Alert certifies that it is the original equipment manufacturer, original technology provider, and sole source distributor for the Real-Time Interoperable HAAS Alert Digital Alert service. HAAS Alert is the only commercially available service that allows an interoperable First Responder solution to digitally alert drivers in real-time about their location for the purpose of collision prevention while both on-scene and en-route to an emergency.

All parts and software are manufactured and developed at HAAS Alert or by an outside partner manufacturer specifically for HAAS Alert. HAAS Alert employs its own support staff and service team to perform maintenance on both the hardware and software solutions that enable the real-time interoperable Digital Alert services. The hardware product solution uses Original Equipment Manufacturer (OEM) parts for each new, refurbished, or replacement device. The software solutions and tools provided are developed solely by HAAS Alert and all components are supported and updated with proprietary software owned by HAAS Alert.

All training, servicing, support, maintenance, and updates for both the hardware and software solutions are provided by the home office in Chicago, IL, USA. There are customer support records created and available for the department and/or fleet and will be available to the customer per request.

Please contact your HAAS Alert account manager, field technician, or local HAAS Alert dealer with any questions.

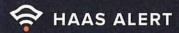
We look forward to delivering this additional safety service to your department and to your local community.

Sincerely,

CORY J. HOHS CEO & Co-founder

Jan J. 1972

HAAS, INC.

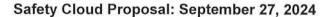


Warren Fire Department

HAAS Alert Service Proposal

Smarter Alerts, Safer Roads.
Safety Cloud® by HAAS Alert lets responders and roadway workers digitally alert drivers for safer roads.







Quote

The Pricing Option(s) for the HAAS Alert digital alerting solution we discussed is/are shown below

Contract start date:

Payment Term: Annually

(30 days after signing)

Service & Fees

Safety Cloud Service (HA-7)

Unit Price \$579.00 \$599.00

R2V-HA7 Service Annual

Discount 13.75%

Quantity: 22 per year

Total\$10,986.53 per year

Hardware & Accessories

HA-7 Digital Alerting Transponder

Unit Price \$0.00

Digital Alerting Transponder

Quantity: 22

Total \$0.00

Initial Payment \$10,986.53

Notes

- R2V-HA-7 Service= Real-Time Digital Alert service. HAAS Alert is the only commercially available service that allows for an interoperable, intra- and inter-agency emergency, response, road work, vehicle collision prevention solution to digitally alert nearby civilian drivers via mobile phone applications and embedded in-vehicle systems that don't require a connected mobile device while both on-scene and en-route
- Pricing is valid for 30 days
- "Service Term" begins 30 days after signing and extends through the Term length indicated above



Net Price excludes shipping & handling and appropriate sales taxes



Contract for Digital Alert System between HAAS, Inc. and City of Warren

This Sales Contract ("Contract") is made effective as of ______ (Effective Date"), by and between HAAS, Inc., of 2071 N. Southport Ave, Suite 206, Chicago, IL 60614 ("HAAS"), and City of Warren, One City Square, Warren, Michigan 48093. ("Customer").

- 1. ITEMS PURCHASED: HAAS agrees to sell, deliver, and furnish, and Customer agrees to buy, the products and services listed in the accompanying Safety Cloud Proposal ("Proposal") in accordance with the terms and conditions of this Contract. The services and products, specifically the HAAS digital altering solution, including the Safety Cloud Service, HA-7 Digital Alerting Transponder, and all related software, equipment and accessories, are collectively referred to as the "Products." The Products will substantially perform in a good and workable manner to achieve the purposes described in the Proposal. The Proposal is incorporated by reference into this Contract. This Contract will remain in effect until the expiration of the Service Term outlined in the Proposal.
 - 2. Upon the Effective Date, subject to the terms of this Contract and Customer's ongoing compliance therewith, HAAS hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to install and use the HAAS software Products on servers owned by Customer and for services under the Proposal. HAAS software Product will include any manuals, specifications, fixes, new releases, updates, upgrades, corrections, patches, and work-arounds. HAAS shall retain ownership of, including all intellectual property rights in and to, the Software Products any enhancements and work product performed for Customer, and these rights of usage will survive termination or expiration.
- 3. PAYMENT, SHIPPING and TAXES: All payments made to HAAS under an Order Form are non-refundable. HAAS shall add shipping costs associated with any shipment of physical goods, when applicable. Invoices will be paid within 45 days of receipt. Customer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding taxes relating to HAAS's income. Customer may be required to provide a tax exemption certificate.
- 4. **SERVICE RENEWAL**: The initial term of this Agreement will be for five (5) years, and may be renewed upon mutual agreement of the parties. The annual rate will remain unchanged for the duration of the five-year period.
- 5. TERMINATION: HAAS or Customer may terminate this Contract for convenience upon 90 days advance written notice. In the event of termination for convenience by the Customer within the first year of this Contract, the service fees for the first year of service will be due to HAAS in full. In the event of termination by Customer for breach by HAAS, a refund will be due to the Customer for any fees paid for service periods for which services were not delivered to the Customer.
- HARDWARE: Costs for any Hardware provided by HAAS are included in the Proposal, unless otherwise stated. Customer will fully own Hardware unless otherwise stated in the Proposal.
- 7. **WARRANTIES**. HAAS warrants that the Hardware shall be free from defects in materials and workmanship under normal use for a period of five (5) year from the start of the Service Term. HAAS will repair or replace any defective product within 30 days of notice of the defect.



- 8. INSTALLATION and SETUP: If applicable, the Customer shall be responsible for the proper installation and setup of any necessary hardware required to access and utilize HAAS's software services ('Hardware'). This includes, but is not limited to, procuring necessary equipment, connecting the Hardware to the appropriate networks or systems, and ensuring that all hardware components are correctly integrated and functioning as intended. If Customer is unable to install the Hardware, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. The Customer acknowledges that any failure to comply with these requirements may impact the performance and functionality of the software services for which HAAS will not be responsible.
 - 9. Indemnification for Intellectual Property Infringement. If a claim is made or an action is brought alleging that a HAAS software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, HAAS will defend and indemnify Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) Customer promptly notifies HAAS in writing of the claim; (b) HAAS has sole control of the defense and all related settlement negotiations; and (c) Customer reasonably cooperates by assisting with such defense, provided such assistance does not require travel or any other financial outlay other than services that may be provided by inhouse counsel. The indemnification obligations set forth herein shall survive termination for purchased Products and Services. The obligations of HAAS under this Section 9 are conditioned on Customer's agreement that if the applicable HAAS software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of HAAS is likely to become, the subject of such a claim, HAAS may at its expense either procure the right for Customer to continue using the HAAS software Product or, at the option of HAAS, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the software Product or service as contemplated hereunder).
- 10. REMEDIES ON DEFAULT: If a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice of the default and 30 day opportunity to cure to the defaulting party.
 - Such termination fee shall be paid in accordance with Section 2. This Section 10 shall survive the termination of this Contract for any reason. Should the default be on the part of HAAS, the Customer will be subject to a refund equal to the amount of all fees paid for services not yet rendered, prorated on a straight-line basis over the duration of the Service Term.
- 11. **DISPUTE RESOLUTION**: Any controversies or disputes arising out of or relating to this Contract may be submitted to a court of competent jurisdiction whose venue includes Macomb County, Michigan.
 - 12. Insurance. At all times this Contract is in effect or HAAS is performing services, HAAS shall maintain and keep in effect insurance, in forms and limits that meet with the satisfaction of the Customer's risk manager. Such insurance will include waiver of subrogation and endeavor to provide notice to Customer of material modifications or cancellation, and shall include as an Additional Insured: the City of Warren, City of Warren Downtown Development Authority, City of Warren Building Authority, 37th Judicial District Court, and their officers, employees, boards, commissions and agents.
- 13. **ASSIGNMENT**: HAAS may not assign or transfer this Contract without prior consent of Customer, except in the event of a change in control of HAAS. For the purposes of this clause, a "change in



control" shall mean the acquisition by any person or group of persons of a controlling interest in HAAS. In such an event, HAAS may assign its rights and obligations under this Contract to the entity resulting from such change in control without the prior consent of Customer, provided that written notice of such assignment is furnished promptly to the Customer and upon execution of an undertaking by the assignee to fulfill the terms of this Contract.

- 14. **APPLICABLE LAW**: This Contract shall be governed by and construed according to the laws of the State of Michigan without reference to its conflicts of law principles.
- 15. **END USER LICENSE AGREEMENT**: Customer agrees that all services provided under this Contract shall be used in accordance with HAAS's End User License Agreement that shall be modified from time to time and is available at https://www.haasalert.com/eula.
- 16. **SEVERABILITY**: To the extent that any provision of this Contract is declared by a court or other lawful authority of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and Customer and HAAS will each use their respective best efforts to substitute a new provision of like economic intent and effect for the illegal, invalid or unenforceable provision, and the remainder of this Contract shall continue in full force and effect with respect to all other provisions.
- This Contract shall take effect on the date of the last party to sign.



Customer Information

Name:

Skip McAdams

Email:

wmcadams@warrenfiredept.org

Phone Number: (586)756-2800

Address:

23295 Schoenherr Rd, Warren, MI 48089

Shipping Information (No PO Boxes)

Recipient Name: Skip McAdams Company Name: Warren Fire Department Recipient Phone: 586-756-2800

Recipient Email: wmcadams@warrenfiredept.org Street Address 1: 23295 Schoenherr Street Address

2:

City: Warren

State: MI

Zip Code: 48089

Country: US

By signing, you are agreeing to the pricing option(s) above and sales contract found on the foregoing page(s).



CITY CONTROLLER'S OFFICE

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

September 30, 2024

Ms. Mindy Moore Council Secretary City of Warren, Michigan

Request for Increase in Budgeted Revenues and Appropriations - Fire

Dear Council Secretary Moore:

The Fire Commissioner and the Controller's Office have indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of \$455,000.00 to account for the receipt of a grant from the Michigan Department of Labor and Economic Opportunity (LEO) as part of the 2024 State Budget enhancement grants.

Funds from this grant are part of the Firefighter Turnout Gear program specifically aimed to assist with the purchase of 130 additional sets of personal protective equipment (PPE - Bunker Gear) for full-time career firefighters.

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

Respectfully,

Kristina K Battle Budget Director

Approved:

Lori M. Stone, Mayor

CC:

Rick Fox

W. McAdams

RESOLUTION AMENDING GENERAL REVENUES AND APPROPRIATIONS FOR FISCAL 2025 BUDGET

	Α	Meeting of the City Council of the City of Warren,
County of	Macomb, Michigan held	, 2024, at 7:00 o'clock p.m.
County of Macomb, Michigan held		
PRESENT	: Council Members	
ABSENT:	Council Members	
	The following preamble and resolut	tion were offered by Council Member
and suppo	rted by Council Member	· · · · · · · · · · · · · · · · · · ·

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

WHEREAS, the Fire Commissioner and the Controller's Office have indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of \$455,000.00 to account for the receipt of a grant from the Michigan Department of Labor and Economic Opportunity (LEO) as part of the 2024 State Budget enhancement grants.

WHEREAS, funds from this grant are part of the Firefighter Turnout Gear program specifically aimed to assist with the purchase of 130 additional sets of personal protective equipment (PPE - Bunker Gear) for full-time career firefighters,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2025 Budget, approves the additional revenues and appropriation of funds to the following budget line items in the General Fund Budget for fiscal 2025 in the amount of \$455,000.00.

Account Number	Account Title	<u>Amount</u>
<u>Increase Revenues:</u> 101-0080-54300	MI LEO – FF Enhancement Grant	\$ 455,000.00
Increase Appropriations: 101-1336-98506	MLLEO – FE Turnout Gear	\$ 455 000 00

\$455,000.00.
AYES: Council Members
NAYS: Council Members
RESOLUTION DECLARED ADOPTED this day of, 2024.
MINDY MOORE Secretary of the Council
CERTIFICATION
STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)
I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted
by the Council at its meeting held on
SONJA BUFFA City Clerk
•

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

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

GRANT NO E20240298

Grantee's Unique Entity Identifier:

GRANT BETWEEN THE STATE OF MICHIGAN

DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY

AND

Warren Fire Department

PARTI

	DDRESS:	

Name:

Kristina Lodovisi

Titte:

Deputy Director

Address:

23295 Schoenherr, Warren, MI 48089 4263

Phone:

(586) 574-4528

GRANT ADMINISTRATOR/ADDRESS:

Contact Name:

Amber Covington

Organizational Unit: Department of Labor and Economic Opportunity, State of

Michigan

Address:

105 West Allegan Street,

Lansing, MI 48933

Telephone Number: (517) 284-4007

GRANT PERIOD:

From: 10/01/2023 to 09/30/2027

RECIPIENT RELATIONSHIP IN GRANT AGREEMENT:

Sub-recipient Vendor 9 Recipient

TOTAL AUTHORIZED BUDGET: \$455,000.00

State Contribution:

\$455,000.00

Match Contribution:

\$0.00

SIGMA Vendor ID:

CV0048342

SIGMA Payment Address Code:

001

ACCOUNTING DETAIL:

Accounting Template No.: 186FIREGQUIP

Assistance Listing # (ALN).:

This is Grant # E20240298 between the Michigan Department of Labor and Economic Opportunity (Grantor), and Warren Fire Department (Grantee), subject to terms and conditions of this grant agreement (Agreement).

General Provisions: The Grantee agrees to comply with the General Provisions and Progress Reporting as described in Part I, Part II and Attachment E, which are part of this Agreement.

Agreement Amount: The total amount of this Agreement is \$455,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$455,000.00.

1.0 Statement of Purpose

The purpose of the program is to assist full-time fire departments with purchasing a second set of turnout gear for firefighters.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

These services are more specifically described in the Grantee's Proposal, Attachment A.

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Labor and Economic Opportunity to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.
- C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Changes in the Budget equal to or greater than 5% of the total line item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

The maximum amount of grant funding is \$455,000.00 (Four Hundred Fifty Five Thousand and 00/100)

- A. Payments may be made upon submission of Grantee Financial Reimbursement requests in EGrAMS http://egrams-mi.com/leo indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes for the full length of the state of Michigan's retention schedule, in order to comply with this Agreement.
- B. The payment of the final grant amount shall be made after completion of the

project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

- C. Financial Status Report(FSR) must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments
- D. The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

E. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: https://www.michigan.gov/sigmavss.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

1.4 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

- B. A Final Report is required. The Grantee will do the following:
 - Submit one draft copy of the final report via EGrAMS no later than 30 days after the end of the Project Period for review by the Grant Administrator.
 - After the Grant Administrator has determined the completeness and factual accuracy of the report, the Grantee shall submit one final copy of the report to the Grant Administrator.
 - 3. The final report will include the following information:
 - a A summary of the project implementation plan and any deviations from the original project as proposed.
 - b Accomplishments and problems experienced while carrying out the project activities.
 - c Coordinated efforts with other organizations to complete the project.
 - d Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - e Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - f Any experience in applying the project products and anticipated "next steps".
 - g Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. During the project period, the grantee shall obtain prior written authorization from the Grantor before adding, deleting, or making a significant change to any eligible uses of funding as identified. Approval of changes is solely at the discretion of the Grantor. See Section 1.2, Detailed Budget.

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall

maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension, or through December 31, 2031, whichever is later ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

Ownership by Grantee

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. The State will provide written notice 30 days prior to the termination of the agreement as referenced for part (b) of subsection A. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause,

including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

C. Mutual Termination

Mutual termination may be made by either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

D. The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure artsing from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume

performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant,

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegai Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature:	Gregory Rivet	Date: 09/19/2024
Gregory Riv	vet, Director	
Executive	Office	
Departmen	nt of Labor and Economic Opportu	nity
State of Mi	chigan	
Signature:	Kristina Lodovisi	
Kristina Lo	dovisi	
(Name of F	Person Authorized to Accept Grant)
Deputy Dir	ector	

GRANT NO. E20240298

Warren Fire Department

Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a "federally assisted construction contract" as defined in 41 CRF Part 60-1.3, and except as otherwise may be provided under 41 CRF Part 60, then during performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, 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, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in

the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3. Contract Work Hours and Safety Standards Act

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

4. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Clean Air Act

If this Contract is **In excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

6. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7. Byrd Anti-Lobbying Amendment

If this Contract exceeds \$100,000, bidders and the Contractor must file the certification required under 31 USC 1352.

8. Procurement of Recovered Materials

Under 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and **its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase

price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and 31 USC 1352, the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

- FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
- The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with this solicitation, the bidder must complete and submit, with its proposal, OMB standard form LLL, Disclosure of Lobbying Activities, to the Solicitation Manager; and
- He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
- 3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under 31 USC 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signature:	Kristina Lodovisi	
Kristina Lodovisi		
(Name of Persor	n Authorized to Accept Grant)	
Deputy Director		
Warren Fire Dep	partment	

ATTACHMENT A

Objective:

1. Select the type of PPE Bunker Gear to be purchased. 2. Measure all employees to ensure a custom fit of the PPE

Bunker Gear

3. Order the one hundred and thirty (130) sets of PPE Bunker Gear (Pants and Coats) for all uniform members of the fire department.

4. Take delivery of the PPE Bunker Gear.

5. Record the serial number of the PPE Bunker Gear and issue

the PPE to all Employees.

Activity:

WFD uses Lion Red Zone PPE Bunker Gear. The department has utilized this type of gear for at least the last 10 years. The department used our union / department safety committee to recommend the type of PPE the department uses which is approved by the fire administration officials including the Fire

Commissioner

Responsible Staff:

Deputy Fire Chief

Date Range:

11/01/2023 - 09/30/2027

Expected Outcome:

Will provide all employees with a 2nd set of PPE Bunker Gear

while their primary set of gear is being laundered and / or

repaired.

Measurement:

Providing each employee with the 2nd set of PPE Bunker Gear and monitoring employees to ensure that they are laundering their primary set of gear after each exposure.

ATTACHMENT B

PROGRAM Firefighter Turnour Gear	- 2024		DATE PREPARED 9/27/2024			
CONTRACTOR NAME Warren Fire Department			BUDGET PERIOD From: 10/1/2023 To: 9/30/2027			
MAILING ADDRESS (Number and Street) 23295 Schoenherr			BUDGET AGREEMENT AMENDMENT # ☑ Original ☐ Amendment 0			
CITY Warren	STATE MI	ZIP CODE 48089- 4263	FEDERAL ID NUMBER 38-6006931			

	Category	Total	Amount	Cash
1	Salaries/Personnel	0.00	0.00	0.00
2	Fringe Benefits	0.00	0.00	0.00
3	Travel	0.00	0.00	0.00
4	Supplies and Materials	0.00	0,00	0.00
5	Contractual Services	0.00	0.00	0.00
6	Other	455,000.00	455,000.00	0.00
7	Indirect Costs	0.00	0.00	0.00
тот	AL EXPENDITURES	455,000.00	455,000.00	0.00

Attachment C - State Travel Rates Attachment C - State Travel Rates

Attachment E - Program Specific Requirements
Attachment E - Program Specific Requirements



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 17, 2024

TO:

MINDY MOORE, WARREN CITY COUNCIL

SUBJECT:

INCREASE OF AWARD FOR FURNISHING FERRIC CHLORIDE; ITB-W-0767

The Purchasing Division concurs with the Waste Water Treatment Plant and recommends that City Council increase the award for furnishing Ferric Chloride from PVS Technologies, Inc., 10900 Harper, Detroit, MI 48213, from an annual amount not to exceed \$79,600.00 to an annual amount not to exceed \$99,500.00 for the current term, an increase of \$19,900.00.

On November 22, 2022, Warren City Council approved a one (1) year period, with options to renew for one (1) additional one (1) year period, in an annual amount not to exceed \$79,600.00, to PVS Technologies, Inc. This recommendation, before you today, is for an increase of award for the final period, ending November 24, 2024, at the current pricing, in an annual amount not to exceed \$99,500.00.

If approved by your honorable body, the increase in award will allow the Waste Water Treatment Plant to procure the required additional amounts of ferric chloride product through the end of the current term.

Funds are available in the following Account: 592-1580-74300.

Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By:	Signature	Date
Budget Director:	Khi Sho & Caffle	9/20/2024
Controller:	fre le Hopo	9/34/2029
MAYOR:	Don M. Hor	10/1/2024



PUBLIC SERVICE DEPARTMENT WASTE WATER TREATMENT PLANT 32360 Warkop

Warren, Michigan 48093 (586) 264-2530 www.cityofwarren.org

MEMO TO:

Mr. Craig Treppa, Purchasing Agent, Office of the Controller

FROM:

Donna Dordeski, P.E., WWTP Division Head

SUBJECT:

Increase of Award for ITB-W-0767, Ferric Chloride

PVS Technologies Inc.

DATE:

9/13/24

The existing 1-year agreement term with PVS Technologies Inc., (ITB-W-0767) for furnishing of Ferric Chloride that is being used by the WWTP in wastewater treatment operations, is expiring on November 24, 2024.

The actual usage of ferric chloride is expected to exceed the amount specified in the currently awarded agreement term with PVS Technologies, Inc. Additional funding in the amount of \$19,900.00 is being requested to be <u>added</u> to the currently approved award amount of \$79,600.00, resulting in an amended award amount of \$99,500.00. This will allow WWTP for procurement of additional amounts of ferric chloride product (two 4,000 gallons load deliveries) that are expected to be needed for waste water treatment processing thru November 24, 2024.

Please take the steps necessary to seek authorization of increase of the award for the current term (11/25/23 thru 11/24/2024) in the amount of \$19,900.00, resulting in an amended award amount not to exceed \$99,500.00 for the agreement term ending on 11/24/2024.

Funds for the increase of award in the amount of \$19,900.00 for the remainder of the current agreement term expiring on 11/24/2024 are available in the 25 FY Budget, WWTP Account 592-1580-74300.

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

Respectfully

Donna Dordeski, P.E. WWTP Division Head

DĎ

David Muzzarelli, Public Service Director

RESOLUTION

Document No: ITB-W-0767 Increase of Award Product or Service: Furnish Ferric Chloride Requesting Department: Waste Water Treatment Plant

At a Regular Meeting of the City Council of the	City of Warren, County of
Macomb, Michigan, held on, 20	24 at 7 p.m. Local Time, in the
Council Chamber at the Warren Community Center Au	ditorium, 5460 Arden, Warren,
Michigan.	
PRESENT: Councilmembers:	
ABSENT: Councilmembers:	
The following preamble and resolution were offer	ered by Councilmember
and supported by Councilm	ember
The Waste Water Treatment Plant is seeking an	increase of award from an
annual amount not to exceed \$79,600.00 to an annual	amount not to exceed
\$99,500.00 for the current period, ending November 24	4, 2024, to PVS Technologies,
Inc., 10900 Harper, Detroit, MI 48213 for furnishing fer	ric chloride, at the current pricing.
Funds are available in the following Account: 59	2-1580-74300.
IT IS RESOLVED, that an increase of award is I	hereby accepted by City Council
for PVS Technologies, Inc. in an annual amount not to	exceed \$99,500.00 for the
current period, ending November 24, 2024, at the curre	ent pricing.
IT IS FURTHER RESOLVED, that the Purchas	ing Agent and/or Mayor and City
Clerk are authorized to execute any such documents the	hat are necessary for this
approval consistent with the terms of the:	
☐ Bid document☐ Contract X Resolution	

and in	such form that meets with the satisfaction of the City Attorney if review is	
require	d.	
AYES:	Councilmembers:	
NAYS:	Councilmembers:	
RESOL	UTION DECLARED ADOPTED this day of,	2024
	MINDY MOORE Secretary of the Council	
	CERTIFICATION	
STATE	OF MICHIGAN)	
COUNT) SS. TY OF MACOMB)	
	I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb Cour	nty,
Michiga	an, hereby certifies that the foregoing is a true and correct copy of the resolu	ıtion
adopted	d by the Council of the City of Warren at its meeting held on	
	, 2024.	
	Sonja Buffa City Clerk	



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

DATE:

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:

Budget Director:

Controller:

MAYOR:

Signature

9/30/3014

4/30/3014

10/1/2024

		COMMUNICAT	IONS				AUDITOR	RIUM/BACK STAC	GE ROOM	
llem	Location	Cost/Event	Events Per Year	Cost/Ye		ltem	Location	Cost/Event	Events Per Year	Cost/Year
5 DAY	S PER WEEK (SUN, M	ON, TUE, WED, T	HUR BETWEEN 7:00	PM & 6:00A	W)	2 D	AYS PER WEEK (MON & TH	UR BETWEEN HO	URS OF 6:00AM A	ND 3:00 PM)
Al.	Offices/Editing Rooms/Lobby	\$ 17.00	256	\$ 4,352	.00	81.	Auditorium/Back Stage	\$ 40,00	104	\$ 4,160,00
item	Location	Cost/Event	Events Per Year	Cost/Yes	ır	Item	Location	Cost/Event	Events Per Year	Cost/Year
		MEEKTA				2 D.	AYS PER WEEK (MON & TH	UR BETWEEN HO	URS OF 6:00AM A	ND 3:00 PM)
A2.	Offices/Editing Rooms/Lobby	\$ 25.00	52	\$ 1,300	.00	B 2.	Restrooms	\$ 25.00	104	\$ 2,600.00
ltem	Location	Cost/Event	Events Per Year	Cost/Yes	ır	ltem	Location	Cost/Event	Events Per Year	Cost/Year
5 DAY	S PER WEEK (SUN, M	ON, TUE, WED, T	HUR BETWEEN 7:00	A00:8 & M9	N)			MONTHLY		
АЗ.	Restrooms	\$ 7.00	256	\$ 1,792	.00	вз.	Auditorium/Back Stage	\$ 30.00	12	\$ 360.00
Hem	Location	Cost/Event	Events Per Year	Cost/Yea	ır	Hem	Location	Cost/Event	Events Per Year	Cost/Year
5 DAY	S PER WEEK (SUN, M	ON, TUE, WED. TI	L		_			ANNUALLY		
A4.	Breakroom/ Kitchen	\$ 10.00	256	\$ 2,560	Ħ	B4.	Auditorium/Back Stage	\$ 600.00	1	\$ 600.00
lfem	Location	Cost/Event	Events Per Year	Cost/Yes	н	ltem	Location	Cosl/Event	Estimated Events Per Year	Cost/Year
		WEEKLY			7			AS NEEDED	THE TAXABLE WILLIAM	
A5.	Breakroom/ Kitchen	\$ 24.00	52	\$ 1,248	.00	C1.	Auditorium/Back Stage	\$ 35.00	30	\$ 1,050.00
item	Location	Cost/Event	Events Per Year	Cost/Yes	, T	ítem	Location	Cost/Event	Estimated	Cost/Year
<u> </u>		EVERY OTHER M	ONTH	r	┪			AS NEEDED	Fvents Per Year	
A6.	Breakroom/ Kitchen	\$ 55.00		\$ 330	.00	C2.	Restrooms	\$ 25.00	30	\$ 750.00
ltem	Location	Cost/Event	Events Per Year	Cost/Yea						
		SEMI-ANNUA	LLY		\exists					
A7.	Breakroom/ Kitchen	\$ 300.00	2	\$ 600	00					
		COMMUNICAT	IONS		$\overline{}$	1	, , , , , , , , , , , , , , , , , , ,	AUDITORIUM/BAG	CK STAGE	
	TOTAL PRICING FOR YEAR ONE: (12/1/22 thru 11/30/23) \$ 12,182.00			00		TOTAL PRICING FO (12/1/22 fb	R YEAR ONE: wu 11/30/23)	\$	9,520.00	
	TOTAL PRICING FOR YEAR TWO: (12/1/23 thre 11/30/24) \$ 12,182.00			00		TOTAL PRICING FO (12/1/23 ft	R YEAR TWO: aru 11/30/24)	\$	9,520.00	
G	RAND TOTAL (2-YE	AR PRICING):	\$	24,364	∞		GRAND TOTAL (2-YE/	AR PRICING):	\$	19,040.00
		2	-YEAR GRAND TO	TAL FOR BOY	H CO	MMUNICAT	IONS AND AUDITORIUM/S (12/1/22 ff	BACK STAGE: Bru 11/30/24)	\$	43,404.00

COMMUNICATIONS							AUDITORIUM/BACK STAGE ROOM					
llem	Location	Cost/Event	Events Per Year	Ço	st/Year	llem	Location	Cost/Event	Events Per Year	7	:ost/Year	
5 DA	YS PER WEEK (SUN, MO	N, TUE, WED, TH	IR BETWEEN 7:00P	M & 6:	:00AM)	2 [DAYS PER WEEK (MON & TH	IUR BETWEEN H	OURS OF 6:00AM A	ND 3	:00 PM)	
A1.	Offices/Editing Rooms/Lobby	\$ 18.03	256	\$	4,616.17	B1.	Auditorium/Back Stage	\$ 42.4	3 104	\$	4,412.51	
lfem	Localion	Cost/Event	Events Per Year	Со	st/Year	llem	Location	Cosi/Event	Events Per Year	(Cost/Year	
		MEEKLY				2 (AYS PER WEEK (MON & TH	IUR BETWEEN H	OURS OF 6:00AM A	ND 3	1:00 PM)	
A2.	Offices/Editing Rooms/Lobby	\$ 26.52	52	\$	1,378.91	B2.	Restrooms	\$ 26.5	2 104	\$	2,757.82	
ltem	Location	Cost/Event	Events Per Year	Co	st/Year	Item	Location	Cost/Event	Events Per Year		ost/Year	
5 DAYS PER WEEK (SUN, MON, TUE, WED, THUR BETWEEN 7:00PM & 6:00AM)							MONTHLY					
A3.	Restrooms	\$ 7.42	256	\$	1,900.77	ВЗ.	Auditorium/Back Stage	\$ 31.8	2 12	\$	381.85	
Item	Location	Cost/Event	Events Per Year	Ca	st/Year	ltem	Location	Cost/Event	Events Per Year	7	ost/Year	
5 DAYS PER WEEK (SUN, MON, TUE, WED, THUR BETWEEN 7:00PM & 6:00AM)							ANNUALLY					
A4.	Breakroom/ Kitchen	\$ 10.61	256	\$	2.715.39	84.	Auditorium/Back Stage	\$ 636.4	2 1	\$	636.42	
ltem	Location	Cost/Event	Events Per Year	Co	st/Year	ítem	Location	Cost/Event	Estimated Events Per Year	7	ost/Year	
		WEEKLY		•				AS NEEDED				
A5.	Breakroom/ Kitchen	\$ 25.46	52	\$	1.323.75	C1.	Auditorium/Back Stage	\$ 37.1	2 30	3	1,113.74	
item	Location	Cost/Event	Events Per Year	Co	st/Year	ltem	Lacation	Cost/Event	Estimated Events Per Year	7	ost/Year	
	Ę	VERY OTHER MO	NTH					AS NEEDED				
A6.	Breakroom/ Kitchen	\$ 58.34	6	ş	350.03	Ç2.	Restrooms	\$ 26.5	2 30	\$	795.53	
ttern :	Location	Cost/Event	Events Per Year	Co	st/Year							
		SEMI-ANNUALI	Y	<u> </u>								
A7.	Breakroom/ Kitchen	\$ 318.21	2	\$	636.42							
		COMMUNICATIO)NS					AUDITORIUM/B	ACK STAGE			
TOTAL PRICING FOR YEAR THREE: (12/1/24 three 11/30/25)				12,921.45			TOTAL PRICING FOR YEAR THREE: (12/1/24 thru 11/30/25)		ş	10,097.86		
TOTAL PRICING FOR YEAR FOUR: (12/1/25 thru 11/30/26) \$				12,921.45			TOTAL PRICING FOR YEAR FOUR: (12/1/25 thru 11/30/26) \$			10,097.86		
	GRAND TOTAL (2-YEAR PRICING): \$			2	25,842.89		GRAND TOTAL (2-YE)	ş	\$ 20,195.73			
		2	YEAR GRAND TO	TAL FO	R BOTH C	OMMUNICA	TIONS AND AUDITORIUM/I	BACK STAGE; oru 11/30/26)	ş		46,038.62	



COMMUNICATIONS DEPARTMENT

5460 Arben 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,

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 Coun	icil 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 C	Council approved an award to Lakeshore
Janitorial Specialist, 20490 Harper Avenue, S	Suite 101, Harper Woods, MI 48225, to
furnish janitorial services for the Communicat	ions 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 too	day is for the first optional two (2) year
extension.	

IT IS RESOLVED, that this award has been extended to <u>Lakeshore Janitorial</u>

<u>Specialist</u> 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.

		_
Clerk are authorized to execute any such docur	nents that are necessary for this	
approval consistent with the terms of the:	-	
X Bid documen □ Contract X Resolution	t	
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	

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City

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:

SEPTEMBER 27, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

RECOMMENDATION TO EXTEND THE AWARD FOR THE MANAGEMENT AND DISPOSAL

OF HOUSEHOLD HAZARDOUS WASTE SERVICES; ITB-W-0867.

The Purchasing Division concurs with the Sanitation Division and recommends that City Council approve the extension of award for the bid ITB-W-0867, for the Management and Disposal of Household Hazardous Waste, to ERG Environmental Services (ERG), 13040 Merriman Road, Suite 200, Livonia, MI 48150, in the total amount of \$27,861.00 (see attached pricing and collection summary).

On October 24, 2023, Warren City Council awarded ERG Environmental Services (ERG) for the Management and Disposal of Household Hazardous Waste, in the total amount of \$34,007.19, for the 2023 collection event that was held on September 9, 2023. There are options to renew the agreement for five (5) additional one-year periods, with mutual consent of both parties. This recommendation, before your honorable body today, is for the first optional one-year period, for the 2024 collection event.

The total amount being requested is based on the actual collection data from this year's 2024 collection event, which was held on September 7, 2024, with over four-hundred and fifty (450) vehicles participating and a total of 15,193 pounds of hazardous waste that was collected.

Funds are available in Sanitation Division Hazardous Waste Collection Account 226-9226-80109. Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By: Signature Date

Budget Director: Why White 9120 2004

Controller 9130 2004

MAYOR: 101/2024



13040 Merriman Road, Suite 200 • Livonia, Michigan 48150 734.437.9650 • FAX 734.437.9651 • ERGenvironmental.com

Invoice

Date Page Sep 24, 2024 1 Invoice Number LIIN031194

Sold To: City of Warren One City Square Ste 425 ***EMAIL*** Warren, MI 48093 Attn: Wendy Sitek

Ship To: City of Warren 25601 Flanders Warren, MI

Order No.	Ship Date	Customer No.	Salesperson	PO Number	Terms
LIORD33313	Sep 07, 2024	7550			N30

Manifest #	Reference	Project#
		1HW 090724-8

17.00 EA	### ### ##############################	Qty.Shp.	UOM	Description	Unit Price	Extended Price
15,060.00 EA HHW Misc. General Hazard Classes-Per Lbs. 1.2500 18,825	15,060,00 EA	1.00	EA	Set Up Fee	4,200,0000	4,200.00
### Fee Summary: Subtotal Total amount Less payment Less	### Part	47.00	EA	HHW Mercury Disposal-Per Lbs.	35.0000	1,645.00
Tax & Fee Summary: Tax & Fee Summary: Subtotal Total Fees 25,100 2,781.	Tax & Fee Summary: Mi		EA	HHW Misc. General Hazard Classes-Per Lbs.	1.2500	18,825.00
Tax & Fee Summary: Mi	Tax & Fee Summary: Subtotal 75 tal Fees 25,100.0 70 tal Fees 2,761.0 70 tal Fees 7,761.0 7,	86.00	EA	HHW Reactive/Oxidizer/Lith Batt Disposal-Per Lbs.	5.0000	430.00
MI 0.00 EIR 2,761.00 Total Fees 2,761.00 Total amount 27,861.00 Remit To: PO Box 187, Bowling Green, OH 43402 Less pmt. disc 0.00 Remit To: PO Box 187, Bowling Green, OH 43402	MI 0.00 EIR 2,761.00 Total Fees 2,761.00 Total amount Less payment 0.00 Remit To: PO Box 187, Bowling Green, OH 43402 Please include invoice # and Customer # with Remittance to Ensure Proper Credit			Due Date Oct 24, 2024		
riease include invoice # and Customer # with Kemittance to Ensure Proper Credit				MI 0.00 EIR 2,761.00	Total Fees Total amount Less payment	25,100.00 2,761.00 27,861.00 0.00 0.00



HHW Collection Summary

13040 MERRIMAN ROAD, SUITE 200 LIVONIA, MICHIGAN 48150-1816 734.437.9650 (P) • 734.437.9651 (F)

CITY OF WARREN

Collection Date	September 7, 2024
# of Vehicles	?
Event Location	Warren Recycle Center

	# of	Container	Total		Treatment
Type of Material	Containers	Size & Type	Weight	Unit	Category*
Flammable Liquid	4	55 Gal Drum	1,553	lbs	ER
Oil Based Paint	4	Cubic Yard	2,902	lbs	ER
Latex Paint	0	Latex Toter	0	lbs	RC
Aerosol Cans	3	Cubic Yard	1,257	lbs	ER
Acidic Products	1	55 Gal Drum	214	fbs	WT
Caustic/Basic Products	2	55 Gal Drum	349	lbs	WT
Oxidizers	1	5 Gal Pail	54	lbs	ST
Toxic Products	5	Cubic Yard	3,386	libs	ST
Pesticides	3	Cubic Yard	1,472	lbs	ST/DI
Propane/Fire Extinguishers	11	Crate	718	lbs	RC
Expired Medicines	1	55 Gal Drum	-59	lbs	ST/DI
Medical Waste Sharps	1	55 Gal Drum	34	lbs	AUTOCLAVE
Smoke Detectors	1	5 Gal Pail	7	lbs	RC/LF
Reactives	2	5 Gal Pail	11	lbs	DI
Household Batteries	4	55 Gal Drum	2,647	lbs	RC
Lithium Batteries	1	5 Gal Pail	21	lbs	RC
Fluorescent Lamps	4	Pallet	462	lbs	RC
Mercury Devices	1	55 Gal Drum	47	lbs	RC
PCB Ballasts	0	55 Gal Drum	0	lbs	RC
Total Weight for this Collection			15,193	lbs	

*Treatment Categories

RC = Recycling · ST = Stabilization · ER = Energy Recovery · DI = Destructive Incineration · LF = Landfill

CITY OF WARREN DIVISION OF SANITATION

INTER-OFFICE CORRESPONDENCE

DATE:

September 27, 2024

TO:

Craig Treppa

SUBJECT:

ERG Environmental Services

INVOICE LIIN031194 - DATED September 24, 2024

On September 7, 2024, the Sanitation Division hosted our twenty-eighth hazardous waste drop-off day for the residents of Warren.

ERG Environmental Services, 13040 Merriman Road, Livonia, Michigan 48150 was the vendor the City of Warren contracted to perform the event. We had a great turn out from the Warren residents with participation of over 450 vehicles entering the recycle center to dispose of their hazardous waste.

Funds are available in the Hazardous Waste Collection account #226-9226-80109 in this year's fiscal budget. The total for this year's event was \$27,861.00.

Thank You,

Kevin Kitka Superintendent

Thin the

RESOLUTION

Document No: ITB-W-0867 Extension 1
Product or Service: Hazardous Waste Disposal
Requesting Department: Sanitation

At a Regular Meeting of the City Council of the City of Warren, County of
Macomb, Michigan, held on, 2024 at 7 p.m. Local Time, in the
Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren,
Michigan.
PRESENT: Councilmembers:
ABSENT: Councilmembers:
The following preamble and resolution were offered by Councilmember
and supported by Councilmember
On October 24, 2023, Warren City Council awarded ERG Environmental
Services (ERG), 13040 Merriman Road, Suite 200, Livonia, MI 48150, for the
Management and Disposal of Household Hazardous Waste, in the total amount of
\$34,007.19, for the 2023 collection event. There are options to renew the agreement
for five (5) additional one-year periods, with mutual consent of both parties. This
recommendation before you today is for the first optional one-year period, for the 2024
collection event, in the total amount of \$27,861.00.

IT IS RESOLVED, that this award has been extended to <u>ERG Environmental</u>

<u>Services (ERG)</u>, for the first optional one-year period, for the 2024 collection event, in the total amount of \$27,861.00.

Funds are available in the following Account: 226-9226-80109.

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:

approva	ar consistent with the terms of the.		
	□ Bid docume	nt	
	☐ Contract		
	X Resolution		
and in s	such form that meets with the satisfaction	on of the City Attorney if review is	
required	d.		
AYES:	Councilmembers:		_
	Councilmembers:		
RESOL	UTION DECLARED ADOPTED this	day of	_, 2024
		Mindy Moore	
		Secretary of the Council	

CERTIFICATION

TATE OF MICHIGAN)) SS.
OUNTY OF MACOMB)
I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,
ichigan, hereby certifies that the foregoing is a true and correct copy of the resolution
dopted by the Council of the City of Warren at its meeting held on
, 2024.
Sonja Buffa
City Clerk





CITY CONTROLLER'S OFFICE

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

DATE:

SEPTEMBER 27, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

AWARD OF BID ITB-W-1301 FOR FURNISHING AND INSTALLING ONE (1) GENERAC

GENERATOR AT FIRE STATION #4

The Purchasing Division concurs with the Fire Department and recommends that bid ITB-W-1301, for furnishing and installing one (1) Generac Generator at Fire Station #4, be awarded to the low responsible and cost-effective bidder, RCI Electrical Contracting, Inc., 2195 Imlay City Road, Lapeer, MI 48446 in a total amount not to exceed \$87,925.00.

On Wednesday, September 4, 2024 at 1:00 PM electronic bids were publicly opened for BID ITB-W-1301, to furnish and install one (1) Generac Generator at Fire Station #4. Bids were solicited through the BidNet® (MITN) system. Two (2) vendors submitted a bid, which are summarized on the attached bid tabulation sheet for your review.

If approved by your honorable body, this award will also come with two (2) preventative maintenance services for the first year of operation.

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

Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By:

Budget Director:

Controller:

MAYOR:

Signature

Date

4/20/2024

AS-READ BID SUMMARY

City of Warren 1 City Square Warren MI 48093					BID DUE DATE: DEPT:	ITB-W-1301 9/4/2024 FIRE
	Proc	luct or Serv	ductor Service: GENERAC GENERATOR	GENERATOR		
		ITEM A.	ITEM B.	ITEM C.1	ITEM C.2	
BIDDER	FURN	FURNISH & INSTALL GENERATOR	CONTINGENCY	PREV. MAINT SERVICES	MATERIAL COST	GRAND TOTAL (ITEMS A-C.2)
DES ELECTRIC, LLC	₩	93,750.00	\$5,000.00	INCLUDED	\$ 3,300.00	\$ 102,050.00
RCI ELECTRICAL CONTRACTING, INC.	₩.	78,025.00	\$5,000.00	\$ 1,600.00	\$ 3,300.00	\$ 87,925.00



September 6, 2024

WARREN FIRE DEPARTMENT

23295 Schoenherr Warren, MI 48089 (586) 756-2800 www.cityofwarren.org

Craig Treppa Purchasing Agent

Subject: Emergency Generator Station #4

Craig,

The Fire Department desires to accept the bid of RCI Electrical Contracting Inc., for the purchase and installation of one (I) emergency generator at fire station #4 located at 6361 Chicago Road. With the assistance of the Purchasing Department who issued sealed bid # ITB-W-1301 for purchase and installation of emergency generators the department received two bids. The bid of RCI Electrical Contracting Inc., is the lowest responsive bid meeting all of the criteria outlined in bid documents. Additionally, we have reviewed and checked their references and find that the company performed as expected with other entities listed in their bid documents.

Therefore, it is the recommendation of the fire department that we accept the bid of RCI Electrical Contracting Inc., in the total amount of \$87,925.00 which includes contingency monies of \$5,000.00, materials cost markup/markdown monies of \$3,300.00 one (1) year of preventative maintenance in the amount of \$1,6000.00.

Funding for this purchase is available in line item 101-1336-97400.

Please direct questions to my attention at Ext. 3100.

Professionally,

Wilburt McAdams Fire Commissioner



WARREN FIRE DEPARTMENT

INTER-DEPARTMENT COMMUNICATION OFFICE OF THE DEPUTY FIRE CHIEF

MEMO TO: Commissioner McAdams

FROM: Deputy Fire Chief Halleck

DATE: September 5, 2024

SUBJECT: Station #4 Generator

Sir,

I have received the bid tabulation and bids in response to ITB-1301-Station #4 Generac Generator. After examination of the bids submitted by (2) independent contractors, RCI Electrical Contracting, Inc. and DES Electric, it is my recommendation to select RCI Electrical Contracting, Inc. as the winner of the bid.

RCI Electrical Contracting, Inc. met all requirements for the project, had excellent references, and of course was significantly less expensive than their competitor. RCI quoted the total cost of the project at \$87,925.00, while DES quoted a total cost of \$102,050.00.

I have included the bid tabulation along with RCI references, contact information, and the invitation to bid which includes any special instructions required.

Please do not hesitate to contact me for any additional information that may be needed.

Respectfully Submitted,

Deputy Fire Chief Scott Halleck

RESOLUTION

Document No: ITB-W-1301

Product or Service: One (1) Generac Generator Requesting Department: Fire Department

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, 2023 in
Council Chambers located at the Warren Comm	nunity Center Auditorium, 5460
Arden, Warren, Michigan.	
PRESENT: Councilmembers:	
ABSENT: Councilmembers:	
The following preamble and resolution we	ere offered by Councilmember
and supported by Counc	cilmember
Electronic bids were accepted, publicly o	pened, reviewed, and accepted
by the City of Warren on September 4, 2024.	
The following bids have been received by	y City Council:
BIDDER:	AMOUNT:

Please see attached bid tabulation

The bid of RCI Electrical Contracting, Inc., 2195 Imlay City Road, Lapeer,

MI 48446, has been determined to be the low responsible and cost effective

bidder for the purchase and installation of one (1) Generac Generator for Fire

Station #4, located at 6361 Chicago Road, Warren, MI 48092, in a total amount not to exceed \$87,925.00.

Funds are available in account number: 101-1336-97400.

IT IS RESOLVED, that the bid of <u>RCI Electrical Contracting</u>, <u>Inc.</u> is hereby accepted by City Council.

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

X Bid document	
□ Contract	
X Resolution	
and in such form that meets with the satisfaction of the City Attorney if revi	ew i
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 0	City of Warren, Macomb
County, Michigan, hereby certifies that the foregoing i	s a true and correct copy of
the resolution adopted by the Council of the City of W	arren at its meeting held on
, 2024.	
Sonja City (Buffa Clerk



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

DATE:

SEPTEMBER 17, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

AWARD OF BID ITB-W-1319; FURNISH FERRIC CHLORIDE

The Purchasing Division concurs with the Waste Water Treatment Plant and recommends that Bid ITB-W-1319; to Furnish Ferric Chloride for a one (1) year period with the option to renew for one (1) additional one-year period, at the same terms and conditions, be awarded to the low responsible and cost effective bidder, PVS Technologies, Inc., 10900 Harper Avenue, Detroit, MI 48213, in an annual amount not to exceed \$112,050.00.

On Wednesday, September 4, 2024 at 1:00 PM local time, electronic bids for ITB-W-1319; to Furnish Ferric Chloride for the Waste Water Treatment Plant were publicly opened. Bids were solicited through the BidNet® (MITN) procurement system. Two (2) vendors responded with bids, which are summarized on the attached bid tabulation form submitted for your review.

Ferric chloride will be delivered in 4,500 gallon shipments at a cost per delivery of \$11,205.00, which equates to \$2.49 per gallon. PVS Technologies, Inc. has successfully and reliably furnished chemicals to the Waste Water Treatment Plant in the past.

If approved by your honorable body, this award will commence on the official date of City Council approval, or November 24, 2024, whichever occurs later, in an annual amount not to exceed \$112,050.00.

Funds are available in the Water and Sewer System Account: 592-1580-74300.

Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By:	Signature	Date
Budget Director:	Klishu LBuffee	9/21/2024
Controller:	Figle Pro	2/30/204
MAYOR:	Nor M. Alo	10/1/2024

AS-READ BID TABULATION

City of Warren BID: ITB-W-1319

1 City Square Bid Opening Date: 9/4/2024
Warren MI 48093 Department: WWTP

Product or Service: FURNISH FERRIC CHLORIDE

BIDDER	COST PER DELIVERY TOTAL COST (4,500 GAL) (10 DELIVERIES)			
KEMIRA WATER SOLUTIONS, INC.	\$	14,220.00	\$	142,200.00
PENCCO, INC.		NO	BID	
PVS TECHNOLOGIES, INC.	\$	11,205.00	\$	112,050.00



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

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

SUBJECT: Recommendation to Award Bid ITB-W-1319 - Furnish Ferric Chloride to WWTP

DATE: September 13, 2024

Electronic bids were received for bid ITB-W-1319 to furnish Ferric Chloride to the City of Warren, Waste Water Treatment Plant. Bids were solicited through the Bid Net (MITN) System. Copy of the bid tabulation is attached to this correspondence.

The low bidder is PVS Technologies, Inc., 10900 Harper Avenue, Detroit, MI 48213. PVS Technologies, Inc. has successfully and reliably furnished chemicals to the City's WWTP in the past.

Therefore, upon review of the bids received for the ITB-W-1319, Ferric Chloride, it is recommended that the award of bid ITB-W-1319 Furnish Ferric Chloride, be made to the low bidder, PVS Technologies, in the amount not to exceed \$112,050.00, for a duration of one (1) year, with an option to extend the award for one (1) additional 1-year period, at the same terms and conditions, and with mutual consent of both parties.

Therefore, in consideration of the above, please take steps necessary to award bid ITB-W-1319, Furnish Ferric Chloride, to low bidder PVS Technologies, Inc., 10900 Harper Avenue, Detroit, MI 48213, in the amount not to exceed \$112,050.00, for a duration of one (1) year, with an option to extend the award for one (1) additional 1-year period, at the same terms and conditions, and with mutual consent of both parties.

Funds for this expenditure are available in the 2025 FY Water and Sewer System Budget, Account 592-1580-74300 (Chemicals).

Your usual fine cooperation is appreciated.

Donna Dordeski, P.E. WWTP Division Head

Attachments: Bid Tabulation

DD cc:

D. Muzzarelli, Public Service Director

D. Smith, Accounting Supervisor, Controller's

RESOLUTION

Document No: ITB-W-1319

Product or Service: Furnish Ferric Chloride

Requesting Department: Waste Water Treatment Plant

At a Regular Meeting of the City Council of the City of Warren, County of Macomb,	
Michigan, held on, 2024 at 7 p.m. Local Time, in the Council Chambe	è۲
at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.	
PRESENT: Councilmembers:	
ABSENT: Councilmembers:	
The following preamble and resolution were offered by Councilmember	
and supported by Councilmember	
Electronic bids were accepted, publicly opened and read on September 4, 2024 at	
1:00 p.m.	
The following bid have been received by City Council:	
BIDDER: AMOUNT:	

Please see attached bid tabulation

The bid of <u>PVS Technologies</u>, <u>Inc.</u>, <u>10900 Harper Avenue</u>, <u>Detroit</u>, <u>MI 48213</u>, has been determined to be the low responsible and cost effective bidder for an award for a term of one (1) year with the option to renew for one (1) additional one-year period at the same terms and conditions, in the annual amount not to exceed \$112,050.00. The award will commence on the official date of City Council approval, or November 24, 2024, whichever occurs later.

Funds are available in the Water and Sewer System Account: 592-1580-74300.

IT IS RESOLVED, that the bid of <u>PVS Technologies</u>, <u>Inc.</u> is hereby accepted by City Council for a period of one (1) year, commencing on the official date of City Council approval, or November 24, 2024, whichever occurs later, with the option to extend for one (1) additional one-year period, at the same terms and conditions, for an annual amount not to exceed \$112,050.00.

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

City Attorney if review is required.
, 2024.
Moore ary of the Council
f

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	1
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

September 13, 2024

City Council Secretary

RE: CONSIDERATION and ADOPTION of a RESOLUTION of Commitment and Support for the Macomb County Federal Aid Committee Transportation Improvement Program (TIP) for the 2027 thru 2029 TIP cycle proposed road projects.

The Engineering Division recommends commitment and support for the following road construction projects for the next 2027 thru 2029 TIP cycle:

Hoover Road (8 Mile Road to 9 Mile Road) 2027 Masonic Blvd (Hayes Road to Schoenherr Road) 2028 Stephens Road (Dequindre Road to Ryan Road) 2029

The above road construction projects have been submitted to the Federal Aid Committee (FAC) for review and approval for Federal funding. If these projects are approved by the FAC, 80% of the construction cost will be paid with Federal funds. The City will be responsible for 20% of the construction costs along with 100% engineering design, contract administration and inspection costs.

The anticipated City cost share for all three projects is estimated to be \$5,636,625 and the breakdown is as follows:

Hoover Road Estimated Construction Cost:	\$3,738,712
Masonic Blvd Estimated Construction Cost:	\$3,305,492
Stephens Road Estimated Construction Cost:	\$5,481,630

Total Construction Cost: \$12,525,834

20% City Share: \$2,505,167 25% of Total Construction Cost for Engineering Design,

Contract Administration and Inspections: \$3,131,458

Total Anticipated City Share: \$5,636,625

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

Sincerely,

Read and Concurred:

Dave Muzzarelli

Public Service Director

Funding Approval:

Kris Battle Budget Director

Recommended to Council:

Tina G. Gapshes, P.E.

Lori M. Stone

City Engineer

Mayor

Attachment: Council Resolution

CITY OF WARREN

RESOLUTION OF COMMITMENT AND SUPPORT FOR THE

MACOMB COUNTY FEDERAL AID COMMITTEE TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

WHEREAS, the City of Warren (CITY) has prioritized the following federal aid-eligible projects for funding in connection with the Southeast Michigan Council of Government (SEMCOG) TIP:

Hoover Road (8 Mile Road to 9 Mile Road) (2027)

Masonic Blvd (Hayes Road to Schoenherr Road) (2028)

Stephens Road (Dequindre Road to Ryan Road) (2029)

planned for obligation in fiscal year (FY) 2027, 2028 and 2029, hereinafter referred to as the PROJECTS; and

WHEREAS, in order to receive approval of federal funding for direct construction of the PROJECTS, the CITY is required to (a) perform or cause to be performed all necessary preliminary planning and engineering for the PROJECTS at 100% CITY cost and (b) provide 20% matching funds for direct construction; and

WHEREAS, the Macomb County Federal Aid Committee (FAC) seeks to coordinate the programming and budgeting for the PROJECTS with the CITY; and

WHEREAS, the CITY estimates the direct construction costs of the PROJECTS to be as follows: (a) \$3,738,712 (Hoover Road); (b) \$3,305,492 (Masonic Blvd) and (c) \$5,481,630 (Stephens Road), such estimate subject to change as the PROJECTS are further developed; and

WHEREAS, the CITY anticipates that, if prioritized by the FAC and approved by SEMCOG for federal funding, approximately 80% of the direct construction costs of the PROJECTS will be reimbursed to the CITY by MDOT through the Local Federal Aid Program; and

WHEREAS, the CITY is budgeting 25% of the cost of direct construction for the planning and engineering of the PROJECTS in addition to the 20% match for direct construction; and

WHEREAS, the CITY acknowledges its fiduciary responsibility with respect to the PROJECTS; and

WHEREAS, in order to pre-qualify each of the PROJECTS for federal funding, the FAC requires a formal commitment from the CITY to plan, develop, fund and deliver the PROJECTS in order to sustain the integrity of the federal-aid transportation program in Macomb County and to fulfill the purpose and need of the projects; and

WHEREAS, each of the PROJECTS, if approved for federal aid funding, will be undertaken by the CITY under separate contracts to be let and awarded by MDOT; and

NOW THEREFORE BE IT RESOLVED, the CITY hereby agrees to irrevocably commit its own funds, estimated to be \$5,636,625, towards the planning, engineering and direct construction of the PROJECTS being considered for approval and programming by the FAC and SEMCOG as part of the federal-aid TIP, subject to the terms of formal agreement(s) to be executed between MDOT and the CITY in advance of the construction contract award.

AYES:	Councilpersons		
NAYES;	Councilpersons		
RESOLUT	TION DECLARED AD	OPTED this day of	, 2024.
		MINDY MOORE	
		Secretary of the Co	uncil

CERTIFICATION

STATE OF MICHIGAN

) SS.

COONT	Y	OF	MA	IB)

I, SONJA BUFFA, duly elected City	Clerk for the City of Warren, Macor	nb
County, Michigan, certifies that the foregoing is a	true and correct copy of the resolut	ion
adopted by the Council of the City of Warren at it	ts 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

September 19, 2024

Mindy Moore City Council Secretary

RE:

CONSIDERATION AND ADOPTION OF RESOLUTION to approve a cost sharing agreement with the Macomb County Department of Roads (MCDR) for rehabilitation of 14 Mile Road from Hoover Road to Van Dyke Ave.

Attached please find a copy of the cost sharing agreement for the above referenced Macomb County Department of Roads (MCDR) and the City of Sterling Heights and the City of Warren construction project.

The total cost of the project is estimated at \$6,118,400 and will be apportioned as follows:

City of Warren Share:

(25%) of construction cost

City of Sterling Heights Share: (25%) of construction cost

MCDR share:

(50%) of construction cost

The City's share of the participating cost in this improvement project, as determined by the MCDR, is estimated at \$551,492.

The Funding for the City of Warren's portion of this project as indicated in the attached resolution and approved by the Budget Director is available in the 2023 Michigan Transportation Fund Bonds, account 438-9438-97450.

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.

Read and Concurred:

Funding Approval:

City Engineer

Public Service Director

Budget Director

Contract Form Approval:

Recommended to Council

Mary Michaels

Acting City Attorney

Lori M. Stone

Mayor

Attachment: Agreement Copy, Council Resolution

COST SHARE AGREEMENT

This Agreement entered into this 24th day of October, 2024, by and between the Macomb County Department of Roads, hereinafter referred to as "COUNTY"; and the Cities of Sterling Heights and Warren, hereinafter collectively referred to as "CITY".

WHEREAS, COUNTY and CITY initiated a project to rehabilitate 14 Mile Road from M-53/Van Dyke to Hoover Road within CITY, and

WHEREAS, COUNTY has adopted policies relating to CiTY's participation in primary and local road projects, and

WHEREAS, COUNTY has agreed with CITY to have the project engineered, constructed, inspected and placed in service, and

NOW, THEREFORE, in order to save public funds and expedite the project, COUNTY and CITY agree to carry out the project under a single contract according to the following terms and conditions:

- 1. The project termini are:
 - 14 Mile Road from M-53/Van Dyke to Hoover Road
- 2. The total project shall be defined as, but not necessarily include:
 - Required material
 - Contract cost
 - Survey, engineering plans, testing and field staking
 - Labor and equipment rental charges
 - Overhead and fringe benefits
 - Right of way acquisition
 - · Preliminary and construction engineering
 - Signing and pavement marking
 - Other labor, materials, etc. to provide a complete project
- 3. The following cost sharing proportions have been agreed to (Exhibit A):
 - CITY share: Fifty percent (50%) of all project costs after federal funds are applied
 - COUNTY share: Fifty percent (50%) of all project costs after federal funds are applied
- 4. Funds provided by CITY shall be paid in full to COUNTY prior to the start of the project.

- 5. This agreement covers all related project costs incurred from inception through completion of project. COUNTY, at the request of CITY after completion of said project, will furnish CITY with a statement of actual costs of the project and will remit all collected monies exceeding the total cost of the project including overhead and fringe benefits or collect any additional monies necessary to meet the total cost of the project.
- Overhead and fringe benefits applied shall be at a rate as determined on an annual basis. This rate is subject to change annually based upon actual costs incurred from the prior year and shall be applied to those costs incurred for that particular period.
- CITY, COUNTY, the County of Macomb, their officers, agents, employees and consultants will be listed as additional insureds on the Contractor's insurance policy for general liability, automobile liability, excess coverage and worker's compensation.
- 8. COUNTY agrees to obtain authorization for additional expenditures beyond the limits of the Construction Contract from CITY prior to committal of same.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth above.

WITNESS	MACOMB COUNTY
	John Paul Rea, AICP, Deputy County Executive
WITNESS	CITY OF WARREN
	Lori M. Stone, Mayor
	Sonja Buffa, Clerk
WITNESS	CITY OF STERLING HEIGHTS
	Michael C. Taylor, Mayor
	Melanie D. Ryska, City Clerk

EXHIBIT A ESTIMATED COST 14 MILE ROAD FROM M-53 TO HOOVER WORK ORDER #2068

WORK ORDER SUFFIX	DESCRIPTION	AMOUNT	COST SHARE
A	Preliminary Engineering (10%)	\$478,000	50% CITY 50% COUNTY
В	Right of Way Costs	0	
С	Construction Engineering and Inspection (15%)	717,000	50% CITY 50% COUNTY
D	Sign and Pavement Markings	0	
E	Construction Cost	4,780,000	50% CITY 50% COUNTY
E	Administration Fee (3%)	143,400	50% CITY 50% COUNTY
M	Signal Costs	0	
	Total Project Cost	6,118,400	
	Less Federal Funds Expected	3,912,430	
	Total Project Cost to be Shared	\$2,205,970	50% CITY 50% COUNTY

BREAKDOWN OF PARTICIPANT TOTALS:

City of Warren (25%): \$551,492

City of Sterling Heights (25%): \$551,492

Macomb County Department of Roads (50%): \$1,102,986

* Please note that Macomb County Department of Roads will require payment of your advance deposit of \$551,492 at the time of approval of this agreement. When bids are received for this project, if the bid is significantly higher or lower that the estimated construction cost in this Exhibit, we will offer a revised Cost Share Agreement to reflect that new construction cost and breakdown of cost sharing. Checks should be submitted to our Finance Department at 117 South Groesbeck Highway, Mt. Clemens, MI 48043. Costs used in this agreement are estimated and you will be responsible for your share of the actual costs incurred. Thank you.

RESOLUTION APPROVING A COST SHARING AGREEMENT BETWEEN THE MACOMB COUNTY DEPARTMENT OF ROADS (MCDR), CITY OF STERLING HEIGHTS AND CITY OF WARREN FOR RESURFACING OF 14 MILE ROAD FROM VAN DYKE AVE TO HOOVER ROAD

Atar	egular meeting of the	e City Council of the City of Warren, County of Macomb,	
Michigan, he	ld on	, 2024, at 7:00 p.m. Eastern	_Time
in Council Ch	nambers located at W	/arren Community Center Auditorium, 5460 Arden Ave.,	
Warren, Mich	nigan.		
PRESENT:	Councilmembers		
ABSENT:	Councilmembers		
The f	ollowing preamble an	nd resolution were offered by Councilmember	
	, and	supported by Councilmember	

The Macomb County Department of Roads has initiated a road project to resurface

14 Mile Road from Van Dyke Ave to Hoover Road due to the physically deteriorated condition of the roadway.

The total estimated cost of the project is \$6,118,400 and will be apportioned on a 25/25/50 split between the Macomb County Department of Roads, the City of Sterling Heights and the City of Warren.

The City of Warren's anticipated share of the participating cost in this improvement project is \$551,492.

The Macomb County Department of Roads has furnished the attached cost sharing

Agreement for the execution of the pavement rehabilitation work on 14 Mile Road from Van Dyke

Ave to Hoover Road.

The City Engineer has reviewed the attached *Agreement* and recommends that the City of Warren approve execution of the *Agreement* as presented, with the City's participating estimated amount of \$551,492.

Funding for the City of Warren's portion of the project costs is available in the 2023

Michigan Transportation Fund Bonds, account 438-9438-97450

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve the execution of the attached cost sharing *Agreement* with the Macomb County Department of Roads for resurfacing of 14 Mile Road from Van Dyke Ave to Hoover Road with the City's share of participating costs estimated at \$551,492.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are hereby authorized to execute the aforementioned cost sharing *Agreement*.

IT IS FURTHER RESOLVED, that the City Controller is authorized to issue payments to the Macomb County Department of Roads for the City of Warren's share of the project cost, in the total estimated amount not to exceed \$551,492 as specified in the cost sharing agreement. AYES: Councilpersons NAYES: Councilpersons RESOLUTION DECLARED ADOPTED this _____ day of _______, 2024. MINDY MOORE Secretary of the Council CERTIFICATION STATE OF MICHIGAN) SS. COUNTY OF MACOMB I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on______, 2024. SONJA BUFFA City Clerk



CITY ATTORNEY'S OFFICE

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

September 25, 2024

Ms. Mindy Moore Council Secretary City of Warren

RE: Municipal Credit and Community Credit Contract for Fiscal Year 2025
Resolution to Authorize Execution of the Contract

Dear Secretary Moore:

Please place this item on your next available agenda for consideration and approval.

Under the contract the City of Warren receives operating assistance in the form of Municipal and Community Credits funded through the Suburban Mobility Authority for Regional Transportation (SMART).

Municipal Credits are state authorized funds given directly to SMART through legislative appropriation based on projected revenue estimates pursuant to Michigan Public Act 51. Municipal Credits are divided among every city, township, and village in Oakland, Wayne, and Macomb counties on a per capita basis.

Under the contract, the City agrees to use \$130,464.00 in Municipal Credits for van/bus operations and services purchased from SMART.

Community Credits result from the SMART millage that provides opt-in communities with additional funds for their specialized services. Under the contract, the City agrees to use \$268,570.00 in Community Credits for specialized services. All Municipal Credits must be spent by June 30, 2027, and all Community Credit must be spent by June 30, 2029. Funds not spent by these dates will revert to SMART.

Letter to Ms. Mindy Moore September 23, 2024 Page 2

Please contact me directly if you should have any questions. Thank you for your attention.

Sincerely,

Laura Sullivan

Assistant City Attorney

LS/vlt Ltr to M Moore Council re Resolution to Authorize Execution of MCCC Contract FY 2025 ID 107884 Attachments

CC:

Anthony Casasanta, Parks and Recreation Director

Denise Krolczyk, Parks and Recreation Program Supervisor

Richard Fox, City Controller

Mechan

Read and Concur:

Mary Michaels

Acting City Attorney

Approved:

ori M. Stone

Mayor

RESOLUTION TO AUTHORIZE EXECUTION OF MUNICIPAL CREDIT AND COMMUNITY CREDIT CONTRACT FOR FY 2025

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on October 8, 2024, at 7:00 p.m. Eastern Daylight Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

Present: Councilpersons	· · · · · · · · · · · · · · · · · · ·
Absent: Councilpersons	
The following Resolution was offered by Councilmember:	
and supported by Councilmember:	

A percentage of the general sales tax imposed on fuels, motor vehicles, and parts and accessories is deposited each year into the comprehensive transportation fund which is maintained in the State Treasury as a separate fund. MCL 205.75(4).

Money from the comprehensive transportation fund is appropriated to the Department of Transportation for each fiscal year. MCL 247.660b. Each 12-month period, money is returned by the regional transit authority as a credit to cities, villages, and townships within the authority, based upon the population, pursuant to Public Act 51 of 1951. The City may apply to the authority to use its credit for curb-to-curb, specialized service for recreational activities, medical appointments, and shopping for senior and handicapped citizens of Warren and Center Line, as well as transportation for stroke club participants, day camp, and disabled to work (Specialized Services).

The money returned as a credit must be used exclusively toward reducing the operating deficit of providing public transportation, and any service provided by utilizing the credit must be operated by the authority returning the credit on a contractual basis with each city, village, or township. MCL 247.660l(2).

The City desires to apply to the Suburban Mobility Authority for Regional Transportation (SMART) to accept funding for Specialized Services (Contract).

Under the Contract, the City agrees to use \$130,464 in Municipal Credits for Specialized Services van/bus operations and services purchased from SMART and use \$268,570 in Community Credits for Specialized Services.

SMART's maximum obligation for the provision of Municipal and Community Credits to the City is \$399,034 for the Contract period of July 1, 2024, through June 30, 2025. All Municipal Credits must be spent by June 30, 2027, and all Community Credits must be spent by June 30, 2029. Funds not spent by these dates will revert to SMART.

BE IT RESOLVED that the Mayor and Clerk are authorized to execute the attached Municipal Credit and Community Credit Contract for FY 2025 between the City of Warren and SMART to provide funds for the period of July 1, 2024, through June 30, 2025, in such form that meets the satisfaction of the City Attorney.

Ayes: (Councilpersons		44.	
Nays: (Councilpersons			
RESOLUTION	DECLARED ADOPTED	O this 8 th day October 202	4.	
		MINDY MOORE		

MINDY MOORE Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Warren at its meeting held on October 8, 2024.

SONJA BUFFA City Clerk

ID 107007

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2025

I, Lori M. Stone & Sonja Buffa, the Mayor & Clerk of the City of Warren (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of Municipal Credits available for the period July 1, 2024 through June 30, 2025 (Section 1 below), and Community Credits available for the period July 1, 2024 to June 30, 2025 (Section 2 below); and further agree that the Municipal and Community Credits Master Agreement between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in Exhibit A, and the operating budget for that service is set forth in Exhibit B, both of which are attached hereto and incorporated herein.

1.	The Community agrees to use \$130,464 in Municip (a) Transfer to	pal Credit funds as follows Funding of: \$ 0
(b)	Van/Bus Operations (Including Charter and Taxi services)	At the cost of: \$85,464.
(c)	Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride)	At the cost of: \$45,000
(d)	Services Purchased from Subcontractor	At the cost of; \$0
	(NAME OF SUBCONTRACTOR) (See attached Subcontractor Service Agreement)	
		OD 4 1 0400 404

Total \$130,464

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2027; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2.	The Community agrees to use \$268,570 in Commu	unity Credit funds available as follows:
(a)	Transfer to Transferee community	Funding of: \$ 0
(b)	Van/Bus Operations (Including Charter and Taxi services)	At the cost of: \$268,570

(c) Services Purchased from SMART At the cost of: \$ 0 (Including Tickets, Shuttle Services/Dial-a-Ride) (d) Capital Purchases At the cost of: \$ 0 (e) Services Purchased from Subcontractor At the cost of: \$0 (NAME OF SUBCONTRACTOR) (See attached Subcontractor Service Agreement)

Total \$268,570

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor. Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2025, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2029; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION

CITY OF WARREN

Signature	Signature	
	Digitation	
Printed Name	Printed Name	
Title	Title	,
Date	Date	

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

Curb-to-Curb, for work, recreational activities, medical appointments and shopping, for the Senior and Disabled citizens of Warren and Centerline.

Service Area (Provide geographic boundaries):

City of Warren (36 Square miles) and the City of Centerline (1 ½ x 1 ½ miles). South border of 8 Mile Rd., North border of 14 Mile Rd., East border of Hayes Rd., West border of Dequindre Rd. We will transport up to 1 mile outside the City of Warren for doctor appointments.

Service Times (Provide days and hours of service): Monday-Friday: 8am-2pm

Eligible User Groups (Users eligible to use the service):

Seniors (60 & Older and disabled Adults

Fare Structure: (Cost to use service)

We do not charge a fee.

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

1-9 passenger w/lift

1-29 passenger w/lift

5-14 passenger w/lift

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Warren

Contract Period: July 1, 2024 through June 30, 2025

Account Number: 48326

OPERATING EXPENSES:

Administrative Wages/Salary: (All employees other than drivers and

dispatchers)

will the state of	
(10% max. of MC & CC funds)	45,000
Driver Wages	160,000
Fringe Benefits	33,000
Gasoline & Lubricants	24,034
Vehicle Insurance	19,600
Parts, Maintenance Supplies	18,000
Mechanic Wages	0
Fringe Benefits	0
Dispatch Wages	44,400
Other (Specify)	10,000
Other (Specify)	0
Other (Specify)	0

Sub-Total (Operating Expenses)

354,034

PURCHASED SERVICE:

Taxi Service	0
Charter Service	0
SMART Bus Tickets	45,000
SMART Shuttle Service	0
SMART Dial-A-Ride	0

Sub-Total (Purchased Service)

45,000

CAPITAL EQUIPMENT:

Computer Equipment	0
Software	0
Vehicle	0
Maintenance Equipment	0
Other (Specify)	0

Sub-Total (Capital Equipment)

0

TOTAL EXPENSES

Operating Expenses, Purchased Service, and Capital Equipment 399,034

EXHIBIT B, continued (Page 2)

REVENUES:		
Municipal Credit Funds	130464	
Community Credit Funds	268570	
Specialized Services Funds		
General Funds		
Farebox Revenue		
In-Kind Service		
Special Fares (Contracted Service)		
Other (Specify)		
TOTAL REVENUE:		399,034

(Note: TOTAL EXPENSES must equal TOTAL REVENUE)



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:

RFP-W-9148; RECOMMENDATION TO EXTEND THE AWARD FOR AMBULANCE BILLING AND

COLLECTION SERVICES

The Purchasing Division concurs with the Fire Department and recommends that the award to provide Ambulance Billing and Collection Services be extended to AccuMed Billing, Inc. for the final optional one (1) year period, in an amount equal to 5.2% of collections obtained.

On October 13, 2015, Warren City Council approved an award to AccuMed Billing, Inc., 23521 Telegraph Road, Brownstown, Michigan 48193, for furnishing EMS Billing and Collection Services, for a five (5) year period, with options to renew for two (2) additional two (2) year periods, followed by the option to renew for one (1) additional year (total of a possible ten (10) years), at the same terms and conditions. This recommendation before your honorable body is for the final one-year period of this agreement.

If approved, AccuMed will receive an amount equal to 5.2% of the amount collected each month for EMS Transport Services received by the City, less refunds on overpayments, and an amount equal to 5.2% of the amount received by the City each month for Fire Services billed by AccuMed, including all amounts received as the result of efforts by the City or other parties acting on behalf of the City, less refunds on overpayments.

The Fire Department has been extremely satisfied with the customer service, training, and customer support by AccuMed Billing, Inc. since the City's EMS transport services were resumed in 2010.

If approved by your honorable body, this award will commence on December 09, 2024 for the final optional one (1) year period, at the same terms and conditions.

Funds are available in the following Account: 101-1336-80100.

Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By:	Signature	Date
Budget Director:	194 IBAHLE	9/30/2024
Controller:	heled for	2/30/202
MAYOR:	In M. Alw	10/1/202

September 20, 2024

Craig Treppa Purchasing Agent

Subject: AccuMed Extension Request

Craig



WARREN FIRE DEPARTMENT

23295 Schoenherr Warren, MI 48089 (586) 756-2800 www.cityofwarren.org

The Fire Department requests that Council approve the extension of an award to AccuMed Billing RFP-W-9148 for one (1) final year starting December 9, 2024, through December 8, 2025. AccuMed was initially awarded a contract with the city and the department sometime in the summer of 2010 after the resumption of EMS transport services in January of 2010. Since that time the department has recovered over \$43 million dollars from users of EMS services. During this time frame the company has worked closely with the department to ensure that are billing rates are competitive with neighboring communities and at a level to ensure maximum recovery from Medicare, Medicaid, and Commercial Insurance agencies. Additionally, AccuMed continues to provide training to our employees as well as recommendations to the department to ensure that the department remains in compliance with all federal regulations that continue to evolve on an annual basis. Additionally, due to the number of patients that we treat and transport we have been able to obtain a very beneficial payment rate that maximizes revenues for the department.

Additionally, by exercising this final option the department will be able to evaluate AccuMed's new technologies, customer support and customer service and their ability to maintain their high level of service to the department that we have experienced over the years of working with AccuMed.

Therefore, it is the recommendation of the Fire Department that the City exercise the final option to the extend the billing services contract with AccuMed Billing using the same terms and conditions as outlined in RFP-W-9148 for one (1) additional year starting on December 9, 2024, and ending on December 8, 2025.

Please direct questions to my attention at Ext. 3100.

Funds are available in line item 101-1336-80100

Professionally,

Wilburt McAdams
Fire Commissioner

RESOLUTION

Document No: RFP-W-9148 Extension 3 of 3
Product or Service: EMS Billing and Collection Services
Requesting Department: Fire Department

At a Regular Meeting of the City Cou	incli 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	n were offered by Councilmember	
and supported by	y Councilmember	
On October 13, 2015, Warren City C	ouncil approved an award to AccuMed	
Billing, Inc., 23521 Telegraph Road, Browns	stown, Michigan 48193, for furnishing EMS	
Billing and Collection Services, for a five (5)	year period, with options to renew for two	
(2) additional two (2) year periods, followed	by the option to renew for one (1) additional	
year (total of a possible ten (10) years).		
IT IS RESOLVED, that this award ha	s been extended to <u>AccuMed Billing, Inc.</u> for	
the final ontional one (1) year period, comm	encing on December 9, 2024, at a collection	

IT IS FURTHER RESOLVED, that AccuMed will receive an amount equal to 5.2% of the amount collected each month for EMS Transport Services received by the City, less refunds on overpayments, and an amount equal to 5.2% of the amount

rate of 5,2%.

received by the City each month for Fire Services billed by AccuMed, including all amounts received as the result of efforts by the City or other parties acting on behalf of the City, less refunds on overpayments.

Funds are available in the following Account: 101-1336-80100.

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 docume	nt	
□ Contract		
X Resolution		
and in such form that meets with the satisfaction	on of the City Attorney if review is	
required.		
AYES: Councilmembers:		<u></u>
NAYS: Councilmembers:		_
RESOLUTION DECLARED ADOPTED this	_ day of	_, 2024
	Mindy Moore	
	Secretary of the Council	

CERTIFICATION

STATE OF MICHIGAN)
SS. COUNTY OF MACOMB)
l, 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



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

DATE:

SEPTEMBER 18, 2024

TO:

SECRETARY OF WARREN CITY COUNCIL

SUBJECT:

RECOMMENDATION TO AWARD THE PURCHASE OF MAINTENANCE AND

SUPPORT SERVICES FROM SOLE SOURCE PROVIDER ALLMAX SOFTWARE;

SOL-W-1340.

The Purchasing Division concurs with the Waste Water Treatment Plant (WWTP) and recommends that City Council waive the bid process and award the purchase of Maintenance and Support Services from the sole source provider, AllMax Software, Inc., 911 S. Main Street, Kenton, OH 43326, for a one (1) year period, in the total amount of \$25,507.00.

AllMax Software, Inc. is a sole source provider for the maintenance and support services for AllMax software (see attached).

This work management software assists the Waste Water Treatment Plant with performing preventative maintenance on its critical assets and also provides all of the required Lab Reporting Data that is required by the State of Michigan. AllMax Software, Inc. has successfully provided maintenance and support services for the Waste Water Treatment Plant for the past sixteen (16) years.

If approved by your honorable body, AllMax Software will provide maintenance, support and upgrades to its software, commencing on January 1, 2025, for a one (1) year period, in the total amount of \$25,507.00.

Funds for these expenditures are available in the following Account: 592-1580-80100.

Respectfully Submitted,

Craig Treppa

Purchasing Agent

Approved By:) / Signature	Date
Budget Director:	Mistra Statistice	9/30/304
Controller:	Frelieto	9/30/2024
MAYOR:	Nor M. de	10/1/2024



September 13, 2024

Re: Operator 10, Synexus, and Antero Data Management Software

To Whom It May Concern,

AllMax Software, Inc. is the sole source for Operator 10[®], SynexusTM, and AnteroTM Data Management Software. Software, training, and support can only be obtained through AllMax Software, LLC.

If you have any questions, or would like more information, please contact me at 1-800-670-1867, or email to dklima@allmaxsoftware.com.

Sincerely,

Doug Klima

Account Manager

Long Klima



City of Warren MI WWTP - MSP Renewal 2024

City of Warren MI WWTP

5460 Arden Avenue Warren, Michigan 48092 United States

Anfrila Gjini

agjini@cityofwarren.org +15862642530 ext 8110

Reference: 20240916-083122014 Quote created: September 16, 2024 Quote expires: December 31, 2024 **AllMax Software**

PO Box 121

Roundhead, OH 43346 United States

Prepared by: Doug Klima

Account Manager dklima@allmaxsoftware.com +15672005261

Total

\$25,507.00

PRODUCTS & SERVICES	QUANTITY"	PRICE
AllMax Annual MSP Subscription - Renewal (Locally Hosted)	I	\$25,507,00
SUMMARY		
One-time subtotal		\$25,507.00

Total	\$25,507.00
Total contract value	\$25,507.00

Comments

Antero:\$16,561.00 - 30 seats

Operator!0 Wastewater - \$4956.00 - 7 seats

Synexus PreTreatment - 3,990.00 - 6 seats

Signing or PO would take support through 12/31/25

Purchase terms			

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Anfrila Gjini
agjini@cityofwarren.org



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

MEMO TO:

Mr. Craig Treppa, Purchasing Agent

Office of the Controller

FROM:

Donna Dordeski, P.E.,

WWTP Division Head

SUBJECT:

Recommendation to Award SOL-W-1340, AllMax Software Annual

Maintenance and Support Services

DATE:

9/17/24

The City of Warren Waste Water Treatment Plant (WWTP) utilizes AllMax Software for regulatory compliance data reporting. The existing agreement term with AllMax Software (SOL-W-1072) for providing maintenance and support services to the WWTP, is expiring on December 31, 2024 and the WWTP desires to renew the maintenance and support services for AllMax Software for the 2025 calendar year. The annual maintenance and support services include automatic updates for the AllMax Software (Antero, Operator 10 Wastewater & Synexus PreTreatment modules) and asneeded technical support for the WWTP users.

AllMax is a sole source provider for the maintenance & support services for the AllMax Software. Copy of the sole source letter is attached to this correspondence. Copy of the AllMax Software pricing quote for annual maintenance & support services for the 2025 calendar year is attached to this correspondence (\$25,507.00).

AllMax has successfully provided maintenance and support services for the WWTP for the past sixteen (16) years and the Warren WWTP desires to continue with those services.

Please take the steps necessary to seek authorization of approval of the award for SOL-W-1340, AllMax Software Annual Maintenance and Support Services, to AllMax Software, Inc., 911 South Main Street, Kenton, OH 43326, for annual maintenance and support services during the 2025 calendar year (1/1/2025 thru 12/31/2025), in the amount not to exceed \$25,507.00.

Funds in the amount of \$25,507.00 are available in the 25 FY Budget, WWTP Account 592-1580-80100.

Should you have any questions regarding this request, please do not hesitate to contact me at extension 8103.

Respectfully,

Donna Dordeski, P.E. WWTP Division Head

DD

Attachments: AllMax Sole Source Letter, AllMax Pricing Quote for 2025 Annual Support & Maint.

cc: David Muzzarelli, Public Service Director

RESOLUTION

Document No: SOL-W-1340
Product or Service: AllMax Software
Requesting Department: Public Service – Waste Water Treatment Plant (WWTP)

At a	Regula	r Meeting of the City	Council of the City of Warren, County of
Macomb, M	lichigan	, held on	, 2024 at 7 p.m. Local Time, in the
Council Cha	amber a	t the Warren Commu	ınity Center Auditorium, 5460 Arden, Warren,
Michigan.			
PRE	SENT:	Councilmembers: _	
ABSENT:	Coun	cilmembers:	
	The fo	ollowing preamble an	d resolution were offered by Councilmember
		and supported t	by Councilmember
	Upon	performing a diligent	inquiry, the Waste Water Treatment Plant
Division He	ad has	determined that it is r	necessary in the interests of the Wastewater
Treatment F	Plant, ar	nd the City, to acquire	e software, maintenance, support, and upgrades
from a sole	source,	namely <u>AllMax Softv</u>	vare, Inc., 911 S. Main Street, Kenton, OH
43326 in the	e total a	mount of \$25,507.00	, for a one (1) year period, commencing on
January 1. 2	2025		

This sole source purchase of AllMax Software maintenance, support, and upgrades is necessary to assist the Waste Water Treatment Plant with performing preventative maintenance on its critical assets and to also provide the Lab Reporting Data that is required by the State of Michigan.

AllMax Software, Inc. has therefore been selected as the sole source provider for its software.

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

IT IS RESOLVED, that the purchase of software, maintenance, support, and upgrades from <u>AllMax Software</u>, <u>Inc.</u> is hereby accepted by City Council in the total amount of \$25,507.00, for a one (1) year period, commencing on January 1, 2025.

Funds are available in the following Account: 592-1580-80100.

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

AYES: Councilmembers:		
NAYS: Councilmembers:		
RESOLUTION DECLARED ADOPTED	thisday of	, 2024.
	Secretary of the Count	-ii

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
Citv Clerk



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

DATE:

SEPTEMBER 27, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

FILE STA-W-0794 - RECOMMENDATION TO RESCIND AWARD FOR AT&T FIRSTNET

MOBILE SERVICE PLANS UTILIZING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT CONTRACT #MA149-1

The Purchasing Division concurs with the Police Department and recommends that City Council Rescind the award to AT&T Mobility, PO Box 6463, Carol Stream, IL 60197-6463, for furnishing an AT&T FirstNet Mobile Service Plan for the Police Department.

On August 13, 2024, City Council approved an award to AT&T Mobility for furnishing mobile phones and cellular service to the Police Department for a period commencing August 10, 2024 through February 9, 2025.

After careful consideration, the Police Department is recommending that the award be rescinded with an effective date of November 30, 2024.

A separate recommendation has been submitted to award mobile devices and a cellular plan to T-Mobile due to the fact that AT&T no longer has the most advantageous offer for the City.

If your honorable body approves the Police Department switching to T-Mobile for its cellular needs, that agreement will commence on December 1, 2024. There will be no charge to the City for terminating its agreement with AT&T.

Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By:	Signature	Date
Budget Director:	Wish Walshe	9/20/20
Controller:	frel (70	9/30/2006
MAYOR:	You M. Alo	10/1/202



Warren Police Department 29900 S. Civic Center Blvc. Warren, MI 48093 (586) 574-4700 Fax (586) 574-4862 www.cityofwarren org

September 25, 2024

To Whom It May Concern,

The Police Department is formally recommending the termination of our contract with FirstNet as our cellular service provider. After a thorough evaluation, we believe that transitioning to T-Mobile will better serve the Department's needs, offering significant service improvements and cost savings.

Since 2023, the Department has deployed City-issued mobile devices to our Officers, which have become critical to our operations. However, after assessing both FirstNet and T-Mobile, it is clear that FirstNet is no longer the most advantageous option.

As a reminder, official government communications are subject to the Freedom of Information Act (FOIA) and may be subject to court discovery. Using personal devices for official business increases the risk of FOIA violations and complicates legal compliance. It is a well-established best practice that all official business should be conducted on Cityowned and controlled devices. The Department initially adopted this policy with the deployment of FirstNet devices, but we now find that T-Mobile offers superior service at a lower cost.

Reasons for Termination:

- Service Enhancements:
 - T-Mobile provides priority and preemption for both the calling and receiving parties if both are T-Mobile customers. Additionally, T-Mobile offers mobile hotspot services at a much lower cost compared to FirstNet.
- Cost Efficiency:
 T-Mobile's pricing is significantly more competitive than FirstNet's, even when considering service enhancements such as mobile hotspot functionality. This makes it a more cost-effective solution without sacrificing critical features.

In light of these advantages, we believe it is in the best interest of the Police Department to terminate the FirstNet contract and proceed with T-Mobile as our cellular provider.

Respectfully Submitted,

Sgt. Brandon Roy

Warren Police Department Technical Services Division Read and Concur,

Charles Rushton

Acting Commissioner

Warren Police Department

RESOLUTION

Document No: STA-W-0794

Product or Service: Rescind Award - AT&T FirstNet Mobile Phone Service Plans

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 August 13, 2024, City Council approved an award to AT&T Mobility for
furnishing mobile phones and cellular service to the Police Department for a period
commencing August 10, 2024 through February 9, 2025.
Upon performing a diligent inquiry, the Police Commissioner has determined that
is it necessary in the interests of the Police Department and the City, to rescind the
award to AT&T Mobility due to the fact that the Police Department has concluded that
the AT&T Mobility Plan is no longer advantageous to the Police Department, or the City
The purchasing agent has conducted a review and concurs with the cooperative
purchase.
IT IS DESCLIVED, that City Council regained the award to ATST Mobility, affective

IT IS RESOLVED, that City Council rescinds the award to AT&T Mobility, effective November 30, 2024, with payments being made to AT&T Mobility through November 30, 2024.

IT IS FURTHER RESOLVED, that	t the Purchasing Agent and/or Mayor and Cit	у
Clerk are authorized to execute any such	documents that are necessary for this appro	val
consistent with the terms of the:		
•	ative Bid Document D Agreement tion	
and in such form that meets with the satis	faction of the City Attorney if review is	
required.		
AYES: Councilmembers:		
NAYS: Councilmembers:		
RESOLUTION DECLARED ADOPTED th	nis, 2024.	
	Mindy Moore Secretary of the Council	_
CERT	TIFICATION	
STATE OF MICHIGAN) SS. COUNTY OF MACOMB)		
I, Sonja Buffa, duly elected City Cl	lerk for the City of Warren, Macomb County,	
Michigan, hereby certifies that the foregoin	ng is a true and correct copy of the resolution	n
adopted by the Council of the City of Warr	ren 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:

SEPTEMBER 27, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

FILE STA-W-1327 - PURCHASE OF T-MOBILE SAMSUNG S24 PHONES, ACCESSORIES, AND CELLULAR SERVICE UTILIZING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT CONTRACT #MA210000000680

The Purchasing Division, in conjunction with the Police Department, Public Service Department, and the Mayor's office, recommends that City Council award the purchase of two-hundred and ninety-eight (298) Mobile Devices with cases and Avante Mobile Device Manager, along with one (1) Mobile HotSpot with cellular service plans to T-Mobile USA, Inc., PO Box 742596, Cincinnati, OH 45274-2596, for a five-year period, utilizing the NASPO Contract # MA210000000680 at the estimated costs summarized below and detailed in the attached allocation and pricing tables.

YEAR	ESTIMATED ANNUAL COST
1	\$ 145,050.50
2	\$ 144,351.00
3	\$ 144,351.00
4	\$ 144,351.00
5	\$ 144,351.00
5-YEAR ESTIMATED TOTAL:	\$ 722,454.50

In 2023, the Police Department made the decision to equip its officers with City-issued mobile devices through AT&T. The result has been that the issuance of these phones has enhanced the department's operational capabilities greatly and are now a vital addition in the department's day to day activities.

It is widely recognized that conducting business on City-owned and controlled devices is a best practice standard. One main reason for this is the fact that official government communications, regardless of the medium, are subject to Freedom of Information Act (FOIA), and, in some cases, court discovery. The use of personal phones for official City-business puts both the City and the officer as risk of FOIA or discovery operations.

The Police Department is now recommending that the department switch its cellular service provider from AT&T to T-Mobile. A list of some of the reasons for this request appear below:

- T-Mobile provides priority and pre-emption for both the caller and receiver when both are T-Mobile customers.
- HotSpot functionality from T-Mobile is a significantly lower cost than that of AT&T.
- T-Mobile devices receive priority on the network over consumer users, which will ensure that there will be uninterrupted communication during times of high congestion, large incidents, or natural disasters, etc.
- T-Mobile has mobile cell towers that can be used if their infrastructure is disrupted.
- T-Mobile costs are significantly lower than that of AT&T First Net.
- The officer's will retain their current phone numbers when the AT&T phones are switched over to T-Mobile phones.
- The City will be saving approximately \$20,200.00 during the first year of this plan when compared to the AT&T plan for the Police Department when comparing the same number of phones for each plan.
- Starting in the second year, the City will be saving approximately \$35,200.00 annually, when compared to the AT&T plan for the Police Department when comparing the same number of phones for each plan.

During events that cause network congestion, such as natural disasters, large scenes, etc., communications from T-Mobile devices will receive priority on the network in front of other commercial users, which will ensure that the various department's communications gets through. T-Mobile is contractually obligated to provide emergency communication equipment in the event of an emergency. An example of this is if the City of Warren were to be involved in a natural disaster, T-Mobile would provide mobile cell phone towers to ensure the using departments could communicate effectively.

In addition to the Police Department requesting to utilizing T-Mobile, some other departments are also seeking to join the T-Mobile cellular plan. Thus, if a there is an event that causes network congestion, such as a natural disaster, large scenes, etc. the key departments under Public Service and the Mayor's office will have the capability to communicate effectively to respond emergencies that may arise.

For the Police Department, T-Mobile will provide a credit for the new Samsung S24 (128gb) devices (qty: 275), the HotSpot (qty: 1), and the phone cases (qty: 275) which will result in zero cost to the City for these items. The City will only be paying for fifty (50) charger blocks at a total cost of \$699.50. These costs are included in the cost summary spreadsheets attached to the recommendation.

For the other departments under Public Service, along with the Mayor's office that will be utilizing phones under this plan, if approved by your honorable body, T-Mobile will provide the same credits for the new Samsung S24 (128gb) devices (qty: 23) and the phone cases (qty: 23) which will result in zero cost to the City for these items.

The costs for all departments are included in the cost summary spreadsheets attached to the recommendation.

The City will also receive a \$400.00 credit for each of the two-hundred and ninety-eight (298) phones, every twenty months, that will be used to purchase updated phones at no cost to the City.

Annual costs for this service may fluctuate slightly over the five-year period based on the need to purchase additional phones that may be distributed to staff, or by monthly cellular service fee increases.

In addition, the Police Department will turn in their current phones (approximately two-hundred and thirty-eight (238) that were purchased through the AT&T plan, to T-Mobile and receive credits from T-Mobile's e-Waste provider. The credits will be placed in the appropriate DDA Account, which was used to initially pay for the iPhones.

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

Funds are available in the various Telephone and Radio Departmental Accounts, 85300., as listed in the resolution.

Respectfully Submitted,

The second stand

Craig Treppa Purchasing Agent Charles Rushton
Acting Police Commissioner

David Muzzarelli Public Service Director

Approved By:	Signature	Date
Budget Director:	Mishin Stable	9/30/200
Controller:	hell 70	9/30/20
MAYOR:	Voi M. An	10/1/2024



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 <u>3</u> to
Contract Number <u>MA21000000680</u>

	T-Mobile USA, Inc.
CC	12920 SE 38th Street
TENC	Bellevue WA 98006
CONTRACTOR	Shannon Hewitt-Tapp
TOR	916-568-4495
	Shannon.Hewitt-Tapp@t-mobile.com
	CV0056281

		Robert McFadden	DTMB				
	Program Manager	(517) 636-4571					
STAT		McFaddenR@michigan.gov					
TE	Adi	Lauren Stempek	DTMB				
	Contract Administrator	(517) 243-4008					
	d ator	stempekl@michigan.gov					

	CONTRACT	SUMMARY						
Wireless Voice, Data & Acce	essories							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILAE	ILE OPTIONS	EXPIRATION DATE BEFORE				
April 1, 2021	August 11, 2024	5 - 12 Mo	inths	August 11, 2024				
PAYME	NT TERMS		DELIVERY TIME	RAME				
Net 45		n/a						
ALTER	NATE PAYMENT OPTIONS		EXTENDE	D PURCHASING				
P-Card	Direct Voucher (PRC)	Other	⊠ Yes	No 🔲 No				
MINIMUM DELIVERY REQUIREM	ENTS							
n/a								
	DESCRIPTION OF	CHANGE NOTICE						
OPTION LENGTH	OF OPTION EXTENSION	LENGTH OF	EXTENSION	REVISED EXP. DATE				
⊠ 60 M	Months 🔲			August 11, 2029				
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE						
\$1,064,500.00	\$950,000.00	\$2,014,500.00						
	DESCR							
	ate is executing 5, 1-year op rs. The revised contract date		ing this contrac	t by \$950,000.00				
Please note the Contract	Administrator for the State h	as been changed	to Lauren Stei	mpek.				
	s, specifications and pricing r d procurement Services app							

POLICE DEPARTMENT T-MOBILE/CONNECTING HEROES PROPOSAL WITH SAMSUNG GALAXY \$24 (128GB) PHONES

POLICE DEPARTMENT								
PLAN DESCRIPTION	QTY PER UNIT MONTHLY COST			TOTAL MONTHLY COST		ANNUAL COST		
T-Mobile Unlimited (Voice, Text, Data)	275	\$	29.75	\$	8,181.25	\$	98,175.00	
T-Mobile Inseego MiFi X Pro 5G - HotSpot	1	\$	29.75	\$	29.75	\$	357.00	
Avante Mobile Device Manager	275	\$	5.50	\$	1,512.50	\$	18,150.00	
Estimated Fees (Admin, Regulatory, surcharges, etc.)	276	\$	5.00	\$	1,380.00	\$	16,560.00	
			Subtotal:	\$	11,103.50	\$	133,242.00	

INITIAL EQUIPMENT	QTY	UNIT COST	UNIT CREDIT		ONE-TIME COS	
Samsung Galaxy S24 (128gb)	275	\$ 799.99	\$	(799.99)	\$	-
T-Mobile Inseego MiFi X Pro 5G - HotSpot	1	\$ 264.00	\$	(264.00)	\$	-
Tech21 Evo Check Case for Samsung S24 - Smokey/Black	275	\$ 39.99	\$	(39.99)	\$	-
Charging Cubes	50	\$ 19.99	\$	(6.00)	\$	699,50
				Subtotal:	\$	699.50

GRAND TOTAL (One Year):	\$ 133,941.50

1	GRAND TOTAL (5 Years):	\$ 666,210.00
L		

VARIOUS DEPARTMENTS T-MOBILE/CONNECTING HEROES PROPOSAL WITH SAMSUNG GALAXY \$24 (128GB) PHONES

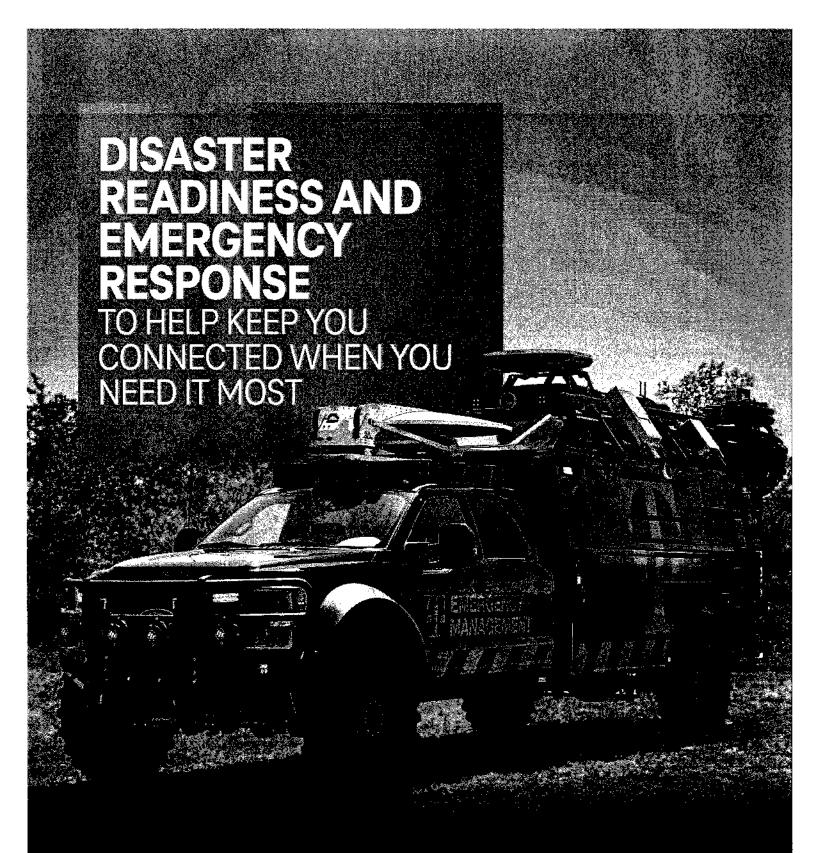
VARIOUS DEPARTMENTS								
PLAN DESCRIPTION	£ (31A 1		PER UNIT NTHLY COST	TOTAL MONTHLY COST		ANNUAL COST		
I-Mobile Unlimited (Voice, Text, Data)	23	\$	29.75	\$	684.25	\$	8,211.00	
Avante Mobile Device Manager	23	\$	5.50	\$	126.50	\$	1,518.00	
Estimated Fees (Admin, Regulatory, surcharges, etc.)	23	\$	5.00	\$	115.00	\$	1,380.00	
			Subtotal:	\$	925.75	\$	11,109.00	

INITIAL EQUIPMENT	QTY	UNIT COST	UNIT CREDIT	ONE-	TIME COST
Samsung Galaxy S24 (128gb)	23	\$ 799.99	\$ (799.99)	\$	-
Tech21 Evo Check Case for Samsung \$24 - Smokey/Black	23	\$ 39.99	\$ (39.99)	\$	-
			 Subtotal:	\$	-

GRAND TOTAL (One Year):	\$ 11,109.00
 GRAND TOTAL (5 Years):	\$ 55,545.00

VARIOUS DEPARTMENTS T-MOBILE/CONNECTING HEROES PROPOSAL WITH SAMSUNG GALAXY \$24 (128GB) PHONES

VARIOUS DEPARTMENTS - COST ALLOCATION										
DEPARTMENT Building Maintenance	QTY	UNIT CHARGES		TOTAL MONTHLY COST		ANNUAL COST		5-YEAR COST		ACCT.
	2	\$	40.25	\$	80.50	\$	966.00	\$	4,830.00	101-1371-85300
Departmnet of Public Works	4	\$	40.25	\$	161.00	\$	1,932.00	\$	9,660.00	101-1442-85300
Information Services	2	\$	40.25	\$	80.50	\$	966.00	\$	4,830.00	592-1560-85300
Mayor	3	\$	40.25	\$	120.75	\$	1,449.00	\$	7,245.00	101-1294-85300
Parks & Recreation	1	\$	40.25	\$	40.25	\$	483.00	\$	2,415.00	208-9208-85300
Public Service	3	\$	40.25	\$	120.75	\$	1,449,00	\$	7,245.00	101-1421-85300
Sanitation	2	\$	40,25	\$	80.50	\$	966.00	\$	4.830.00	226-9226-85300
Waste Water Treatment Plant	3	\$	40.25	\$	120.75	\$	1,449.00	\$	7,245,00	592-1580-85300
Water	3	\$	40.25	\$	120.75	\$	1.449.00	\$	7,245.00	592-1580-85300
	23	\$	40.25	\$	925.75	\$	11,109.00	\$	55,545.00	



T-Mobile Emergency Management is ready when disaster strikes. Customers can rely on dedicated personnel and critical resources to help maintain seamless connectivity to emergency services and loved ones.

EMERGENCY MANAGEMENT

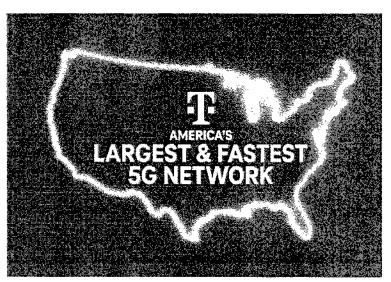
OUR MISSION AMERICA'S UNCARRIER

We are invested in safeguarding the interests of our customers, stakeholders, and employees. We maintain an Enterprise Continuity Program to provide effective, timely responses to a wide variety of disruptive events. Our program is centralized in its design and decentralized in its implementation, enabling us to maximize our full capabilities while taking advantage of our scale across multiple lines of business and locations to promote active involvement.

Reliable communications and connectivity are essential during critical events.

We understand the importance of reliable communications and connectivity during critical events. T-Mobile incorporates business continuity into our overall corporate business philosophy. Our Enterprise Business Continuity Program promotes the use of business continuity principles, guidelines, and standards by all company employees during routine business operations to assure the continuation of our mission-critical enterprise operations and services. This level of consistency across T-Mobile lines of business enhances our overall planning and business resumption efforts.

The T-Mobile Enterprise Business Continuity Program is industry-leading with proactive measures to reduce operational risks and implement recovery solutions that minimize the impact to customers and services during potential business disruptions. We maintain multiple



Capable device required; coverage not available in some areas and may be impacted in emergencies Some uses may require certain plan or feature; see T-Mobile.com. Fastest: Based on median, overall combined SG speeds according to analysis by Ookla* of Speedtest Intelligence* data for Q2 2023. Order tradengte used under finense and tearing the contribution.



dedicated enterprise-wide teams to address business continuity, disaster recovery, network availability, emergency response, and customer support, ensuring our continued focus on safeguarding the interests of our customers, employees, and stakeholders in the event of an emergency or significant business disruption. These teams work in partnership to provide coordinated and effective responses to a wide variety of disruptive events.

A team of dedicated, certified, and seasoned business continuity professionals works with all lines of business to help ensure that our business continuity plans are current, comprehensive, and effective. This group supports our business continuity planning for each line of business and defines enterprise recovery tools and methodologies.

The T-Mobile Enterprise Business Continuity Program is reviewed and approved by leadership on an annual basis and is guided by the following governing principles:

- Commitment to employee and customer safety
- Commitment to preserving business operations and services
- Business continuity as a shared responsibility across all levels of management, all lines of business, and the Enterprise Continuity Team
- Continual business continuity plan assessment, improvement, flexibility, and maturity are necessary for success
- Plan development with an "all hazards" mindset and focus on a full range of natural and man-made hazards and risks that could impact employees, customers, operations, and assets in countries around the globe

Critical operations, processes, and services across the enterprise are identified along with criticality ratings, risks, gaps, and potential impacts of a service disruption. Process, criticality, and risk reviews are conducted on a regular basis.

ENTERPRISE BUSINESS CONTINUITY PLANNING FOCUSED ON THE CUSTOMER EXPERIENCE

The T-Mobile Enterprise Business Continuity Program considers the full range of natural and man-made hazards that could impact employees, customers, operations, and assets across the country. T-Mobile uses information obtained through Business Impact Analysis and the development of business continuity (risk reduction) strategies to preserve business functions that are required in the face of a disaster.

Business Impact Analysis

Through various assessments, including Business Impact Analysis (BIA), we evaluate the criticality of different aspects of each part of the business, including:

- Business processes
- Applications
- Suppliers
- Partners
- Sites
- Network elements

This evaluation determines the tolerance for disruption, ensuring minimal impact on employees, customers, operations, and assets. The results of these assessments guide our prioritization efforts, helping us make informed decisions about mitigation and planning. Critical business processes are closely matched with the criticality of their associated applications, suppliers, and dependencies. We conduct annual BIA reviews to maintain our preparedness.

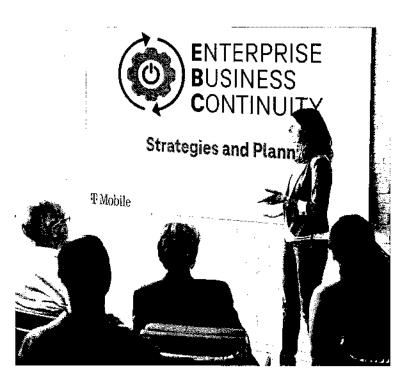
Business continuity strategies and planning

- Process and standards: We deploy common terminology, standards, policies, methodologies, and documentation to reinforce consistency across the company.
- Reporting: Executive management receives a quarterly risk report inclusive of the efforts and status of the Enterprise Continuity Program.
- Plan maintenance: Annually, the owning team and enterprise continuity experts review each organization's plan. Key stakeholders are responsible for reviewing program documents at least annually.
- Supplier business continuity: T-Mobile has a Business Continuity and Disaster Recovery Plan (BC/DR) assessment process that is designed to inform us of partner plans along with the ability to request the business continuity plans used by our partners, suppliers, and vendors, as needed.
- Accessible plans: Our business continuity plans are housed in a centralized redundant repository that is accessible to internal stakeholders regardless of their physical location.



Primary components of the T-Mobile Business Continuity Program

- Enterprise business continuity project initiation and oversight
- Risk evaluation and controls
- Business Impact Assessment and analysis
- Business continuity and disaster recovery strategic direction
- Business continuity plan development, maintenance, and exercises
- Awareness and training programs
- Public relations and crisis response and resumption
- Coordination with external agencies
- Incident command structure integrated into each engineering team nationwide



CUSTOMER SATISFACTION DRIVES OUR PREPARATION AND RESPONSE TO DISASTER EVENTS

When T-Mobile becomes aware of an upcoming event such as a hurricane or storm, our organization acts before a disaster occurs. Highly detailed emergency operations plans have been created and implemented nationwide and technical personnel have been trained. This preparation allows us to maximize resource availability and reduce response time. Here are some examples of how we prepare and act.

BEFORE A DISASTER STRIKES: T-MOBILE PREPARATIONS

- Analyze storm conditions for anticipated landfall.
- Prepare and test back up power sources in probable areas of impact
- Ensure supportive equipment, such as portable generators, Cell-On-Wheels (COWs) and Cell-On-Light-Trucks (COLTs) on standby nationwide
- Establish a command center that will mobilize teams of technicians and engineers as conditions permit
- Engage our national vendors regarding fuel, generators, technicians, staging yards, security, accommodations, and catering, so teams can focus on the tasks at hand
- Create staging areas for incoming equipment and personnel
- Forward deploy resources in safe zones
- Coordinate with local and state officials, state offices of emergency management, DHS, FEMA, and the FCC as appropriate
- Monitor evacuation efforts and routes
- Identify opportunities to adjust wireless capacity in certain hubs/zones such as shelters, transport hubs, arenas, etc.

DURING AND FOLLOWING DISASTERS: T-MOBILE RESPONSE ACTIONS

- Deploy portable generators, COWs, satellite or microwave as needed
- Establish comprehensive strategy for network recovery dependent upon impact and immediate needs
- Coordinate with local, state, and federal officials and government organizations as appropriate
- Offer options to ensure public safety officials, emergency first responders, and others have adequate support
- Support impacted communities in various ways depending on circumstances and need, such as Wi-Fi calling and charging stations
- Deploy EVTs to respond to impacted markets
- Maintain consistent command and control calls to coordinate efforts between teams
- Deploy response personnel to the impacted area
- Establish virtual Emergency Operations Center to provide operational control for event
- After-action reviews completed for events with best practices defined and processes updated

Keeping our network reliable, resilient, and redundant

Reliable connectivity is a must for our customers. We have spent many years focused on network and operational redundancy along with hardening and improving resiliency on our infrastructure, critical sites, and operations such as network operations centers, data centers, and call centers. Network design plays a critical part in hardening our network. MSO locations significantly reduce the chance of network failure due to third-party fiber damage, equipment failures, or other potential causes of service interruptions. We continue to make significant investments in our network's redundancy, resiliency, and reliability and maintain an organized and integrated suite of disaster plans and procedures.

Our network operations centers are geographically redundant and diverse, fostering a proactive approach through regular operations rollovers. Our geo-redundant teams handle daily operations at each site and actively participate in operational rollovers between centers.

Our data centers also exhibit geo-diversity and redundancy, supporting primary and alternate systems for critical operations, tools, and systems. Our teams of experts span across engineering, facilities, network operations centers, IT teams, network support, and data centers to ensure comprehensive support and robustness.

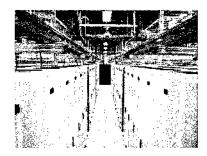
NETWORK PREPARATION

T-Mobile plans and designs the entire network infrastructure—from local endpoints to IP backbone connecting it all—for resiliency as well as pre-staging assets to enable a rapid response.



Cell site disaster planning

Cell sites are strategically equipped to accommodate backup power sources (e.g., batteries, fixed generators, portable generator connectors) to provide continuous coverage regardless of the scale of a disaster. We've also implemented a distributed architecture for interconnection redundancy utilizing dual fiber facilities at switch locations. Communications from T-Mobile cell sites are backhauled with various combinations of ethernet, copper, fiber, and microwave systems. The T-Mobile radio network provides significant overlapping coverage areas, which often allow cell sites to fully or partially compensate for a neighboring cell site.



Switch disaster planning

Site recovery plans have been developed for major switch locations. Prioritizing available options for relocation, to help ensure agility when faced with disaster recovery issues. Mobile switching centers have permanent, on-site emergency backup power for use in the event of a momentary or extended power failure. They are protected by FM-200 or Pre-Action Dry Fire Systems. They are also equipped with spare equipment inventory for all critical network elements. Switching systems are designed with geo-redundancy for continuity of operations.



IP backbone failover and recovery

The T-Mobile IP network uses multiple logical adjacencies over physically diverse paths. There are multiple diverse paths between any two nodes on the backbone. These backbone links travel over fiber that is physically diverse from other fiber paths. The IP backbone is regularly reviewed and augmented for capacity needs and can reroute traffic based on dynamic routing protocols. Thanks to the high level of diversity and fast convergence of the network, most fiber outages will go completely unnoticed by our customers. The IP backbone uses technology to take advantage of potential fiber paths during a disruption. The capacity available in the backbone helps ensure congestion-free service during normal operations and provides failover bandwidth in the event of one or more link outages. IP backbone network routers have at least two physical connections, redundant processors, and redundant power supplies (such as batteries and diesel generators) at all sites. Equipment is installed in secure T-Mobile facilities that are built to withstand natural disasters.



Network deployable assets and response vehicles

Our response fleet of vehicles is pre-staged across our operational areas to enable rapid response and includes COLTs, COWs, generators, mobile command centers, and customized communication Jeeps, to help provide satellite service in the worst conditions. Our Satellite Cell on Light Trucks (SatCOLTs) can deploy within minutes and operate in some of the toughest terrains to support our customers when they need us most. In addition, we have a full array of response vehicles such as tow vehicles, snowmobiles, airboats, and high-water vehicles that allow us to access areas hardest hit by disaster. We will never stop working to make our network the best for our customers.

HOW WE RESPOND

Response operations

T-Mobile has multiple strategies in place for emergency management and rapid response to quickly address and respond to all types and sizes of events and to support our customers across the globe. We understand the importance of reliable communications and always-on connectivity. We have a long history of moving quickly and efficiently in emergency situations to ensure our customers can stay connected when they need it the most.

When our network team receives notification of an actual or potential situation that requires activation (such as a hurricane, earthquake, regional power outage, or another event where business as usual would not resolve the situation), a virtual T-Mobile Emergency Operations Center (EOC) is established to oversee and manage the company's response to an event from the beginning to end. This EOC performs an initial overall assessment, establishes monitoring bridges, coordinates between agencies impacted by the event, assigns tasks, gathers status information, and performs executive notifications at prescribed times.

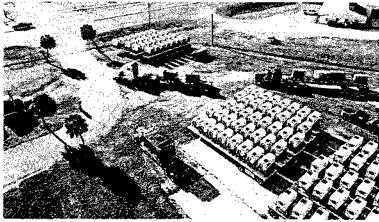
We maintain an organized and integrated suite of disaster plans and procedures. To aid in situation assessment, response, and resource tracking, our network teams leverage tools such as:

- Hardened GPS-enabled phones
- Wireless modems
- Custom applications
- IoT solutions
- Smartphones

These multilayered investments are designed to deliver industry-leading service continuity.

When disaster strikes in one area of the country and there is a need for additional on-the-ground support, we have an **Emergency Volunteer Team** comprised of T-Mobile employees across the US who personally volunteer to go into disaster-impacted areas to help keep our customers connected.







Public safety grade preparedness and response

Strengthening emergency response plans for our public safety customers and critical infrastructure partners is a long-standing practice at T-Mobile. A component of the T-Mobile Emergency Management Team is our Emergency Response Team (ERT)—a national group with vast experience in all aspects of public safety operations and mission-based support. ERT is available 24/7, coordinating the necessary resources to help ensure reliable network services are available for public safety and first responders.



SatCOLT deployed for Hurricane Ian response.

Preparedness

ERT personnel engage proactively with local, state, federal, and critical infrastructure planners. This includes collaboration with leaders from organizations such as the Department of Defense, the Federal Emergency Management Agency, the Department of Homeland Security's Critical Infrastructure Security Agency (CISA), and the Federal Communications Commission. Long before events occur, they work on:

- Policy development
- Response frameworks
- Best practices
- Training coordination
- Exercises
- Enhancing national readiness

This collaboration promotes the readiness and operational capacities of new T-Mobile as well as local, state, and federal entities, and other critical infrastructure and essential service partners.

Response

During times of crisis, T-Mobile National Emergency
Management personnel who are coordinating recovery
seek to remain in lockstep with emergency management,
Homeland Security, and public safety officials. Through
our collaboration with the National Communications
Coordination Center and through state and local emergency
operations centers, T-Mobile representatives can:

- Gather and share information
- Mitigate environmental and operational concerns
- Facilitate protective measures
- Enhance rapid response and recovery capabilities

Enhancing first response

Our Emergency Management and Emergency Response Team (EM/ERT) provides a full suite of first response capabilities. This includes:

- A national cache of handsets, hotspots, charging stations, and Wi-Fi equipment to help address surge demands on emergency management and public safety operations.
- A national fleet of mobile deployable assets, including SatCOLTs, portable satellite antenna systems, and other tactical communications systems provide necessary and specialized infrastructure to support government and operations.

This collaborative approach not only ensures our continuing capabilities to serve but also helps address the restoration of critical resources overall.

T EMERGENCY MANAGEMENT





Sales and retail operations

We monitor the impact of events on our local stores to protect the safety of our employees and customers. Depending on the unique impacts of each natural disaster, we have offered account relief, enhanced services, free devices, and accessories to help customers and the broader community meet their communication needs. Working with local officials, our fleet of T-Mobile trucks is deployed for community support efforts at evacuation centers, shelters, distribution points, and damaged stores, providing a point of contact for supplies and information.

Community support

T-Mobile has invested over \$2.5 million to increase our fleet size and flexibility with the goal of maximizing community support. By the end of 2023, the fleet will feature over 30 different units, some with state-of-the-art technology allowing support when coverage is challenging. Most assets are equipped with technology that aggregates SIM cards and Starlink simultaneously to provide up to ½ mile Wi-Fi coverage throughout most U.S. areas. Assets also provide mobile charging solutions for a wide array of devices including phones, computers, and medical equipment.

Maintaining a dynamic approach

The T-Mobile Enterprise Continuity Program dynamically evolves to adapt to ever-changing events, technology, and disruptions and our policies and procedures will change over time from what is described in this document.



Effective and reliable communication is core to every crisis, emergency, and disaster response plan. No other organization brings over **20 years of dedicated deployables program experience**—we're here to support and equip your team.

Disasters provoke the need for well-tested emergency response plans. Millions of citizens depend on federal, state, and local public safety workers to communicate effectively in the most severe environments.

The T-Mobile Emergency Response Team

(ERT) provides access to mission-critical voice and data technologies for agencies and organizations including:

- First responders
- U.S. Military
- · Government agencies
- · Healthcare organizations
- Critical infrastructure operators
- · Community lifeline organizations

Extend your connectivity capabilities virtually anywhere.

The ERT offers:

Dedicated Team: A national, full-time staff with vast experience in all aspects of public safety, disaster communications, and mission-based support.

Planning: Program and technical advisory for emergency response and continuity of operations frameworks.

Training and Exercising: Full-scale, table-top, and virtual exercise support to validate plans and assumptions.

Equipment: Get fast access to mobile devices, hotspots, routers, tablets, network extenders, and other communications equipment for surge requirements and unmet needs.

Infrastructure on Demand: National fleet of mission-based, rapidly deployable communications capabilities for remote and urban operations, including:

- Satellite Cell on Light Truck (SatCOLT)
- Cell on Light Truck (COLT)
- Satellite antenna systems
- Microwave

- · Wi-Fi networking
- LMR and multimedia interoperability
- And other innovative solutions

To learn more about the T-Mobile Emergency Response Team, contact your Account Representative, call the ERT Support Hotline at or email us at



PUBLIC SAFETY GRADE PREPAREDNESS AND RESPONSE

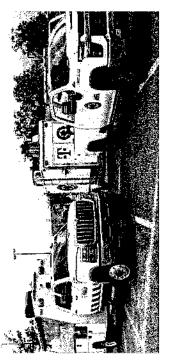
Strengthening emergency response plans for our public safety customers and critical infrastructure partners is a long-standing practice at T-Mobile.

Enhancing first response

Additionally, our national fleet of mobile deployable assets government and enterprise operations. This collaborative public safety operations during major emergency events. program includes a national cache of handsets, hotspots, capabilities. Uniquely qualified and time-tested, our ERT Our Emergency Management and Emergency Response to serve but also helps address the restoration of critical charging stations, and Wi-Fi equipment to help address including Satellite Cell on Light Trucks (SatCOLTs), Cellon-Wheels (COW), Portable Satellite Antenna Systems, the necessary and specialized infrastructure to support approach not only supports our continuing capabilities the surge in demand for emergency management and Feam (EM/ERT) provides a full suite of first-response and other tactical communications systems provide resources on the whole.

Sales and retail operations

We monitor the impact of events on our local stores, in order to protect the safety of our employees and customers. Depending on the unique impacts of each natural disaster, we have offered relief to affected accounts, enhanced services, free devices, and accessories to help customers and the community at large meet their communication needs. Working with local officials, our fleet of T-Mobile EM/ERT vehicles and solutions are deployed for community support efforts at evacuation centers, shelters, distribution points, and damaged stores, which can provide a point of contact for supplies and information.





Community support

During major emergency events, we do our utmost to provide more than network recovery services to the impacted communities. We mobilize internally for organized outreach. As part of these efforts, we have on our own and in partnership with other organizations made available Wi-Fi connectivity, and essential supplies, including phones, charging stations, water, food, toys for kids and much more.

- 1 T-Mobile has invested over \$2.5 million to increase our fleet size and flexibility with the goal of maximizing community support. By the end of 2023 the fleet will feature over 30 different units, some with state-of-theart technology—allowings support when coverage is challenging.
- Most assets are equipped with technology that aggregates SIM cards and Starlink simultaneously to provide up to ½ mile Wi-Fi coverage throughout most U.S. areas. Assets also provide mobile charging solutions for a wide array of devices including phones, computers, and medical equipment.

Maintaining a dynamic approach

The T-Mobile Enterprise Continuity Program dynamically evolves over time to adapt to ever-changing events, technology, and disruptions.

24x7 ERT Hotline: 888-639-0020 GETS Users: 254-295-2220 ERTRequests@T-Mobile.com

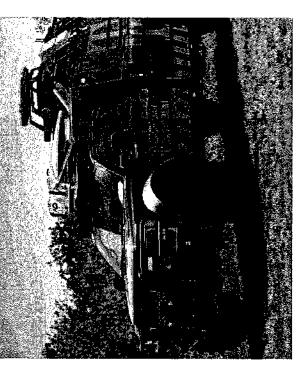
T EMERGENCY MANAGEMENT

ERT deptoys based on need and resource availability. T-Hobite, the T logo, Magenta & the magenta color are registered trademarks of Deutsche Telakom A6. © 2023 T-Mobile USA, Inc.

MANAGEMENT

TO HELP KEEP YOU CONNECTED WHEN YOU NEED IT MOST

T-Mobile Emergency Management is ready when disaster strikes, Customers ear rely on dedicated personnel and critical resources to help malwain seamless conferently to arribration seamless contestinity to arribrations services and lowed ones.



WE ARE AMERICA'S UN-CARRIER.

We are invested in safeguarding the interests of our customers, stakeholders, and employees. We maintain an Enterprise Continuity Program to provide effective, timely responses to a wide variety of disruptive events.

Our program is centralized in its design and decentralized in its implementation, enabling us to maximize our full capabilities while taking advantage of our scale across multiple lines of business and locations to promote active involvement.



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Our commitment to customers and reliable service

We recognize the critical role of reliable communications and connectivity during critical events. Our Enterprise Continuity Program emphasizes adherence to business continuity principles and standards by all employees in daily operations, ensuring the uninterrupted flow of our mission-critical enterprise services.

Multiple dedicated enterprise-wide teams address various aspects of business continuity, disaster recovery, network availability, emergency response, and customer support. These teams collaborate to deliver coordinated responses to a wide range of disruptive events, maintaining our commitment to safeguarding the interests of customers, employees, and stakeholders during emergencies or significant business disruptions.



Enterprise business continuity

The T-Mobile Enterprise Business Continuity Program is industry-leading with proactive measures to operational risks and implement recovery solutions that minimize the impact to customers and services in the event of a disruption to business.

We maintain multiple dedicated enterprise-wide teams to address business continuity, incident management, disaster recovery, network availability, emergency response, and customer support. These teams work in partnership to provide coordinated and effective responses to a wide variety of disruptive events. This ensures our continued focus on safeguarding the interests of our customers, employees, and stakeholders during an emergency or significant business disruption.

The T-Mobile Enterprise Business Continuity Program addresses the full range of natural and man-made hazards that could impact employees, customers, operations, and assets across the country.

T-Mobile uses information obtained through Business Impact Analysis (BIA) and the development of business continuity strategies to preserve critical business processes that are required in the face of a disaster.

- Business continuity and disaster recovery strategic direction
- Annual enterprise business continuity project initiation and oversight
- Annual business impact analysis to evaluate processes and dependencies
- Business continuity plan development, maintenance, and exercising awareness and training programs
- Public relations and crisis response and resumption
- Coordination with public and private external agencies Incident Command Structure (ICS) integrated into each engineering team

Caring for communities drives how we prepare for and respond to disaster events.

When severe weather threatens, T-Mobile acts before an impact occurs. A highly detailed Emergency Operations Plan is in place nationwide to maximize resource availability and reduce response time.

Preparation focused—always ready

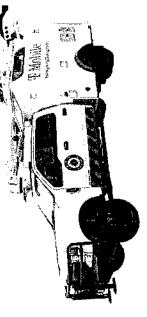
- Teams of weather scientists to analyze storm conditions before they happen
- A network hardened to endure extreme weather events
 Readiness of emergency network assets to provide
 - immediate coverage solutions
 - Thousands of skilled technicians
 - and engineers to speed network recovery Forward deployment of resources creating safe zones for the public and first responders
- Partnership with FEMA, state, and local agencies with preparation and recovery assistance to ensure support for first responders



Solutions to respond

- Deployment of emergency asset solutions such as Satellite COLTs and COWs, portable generators, quick deploy satellites, and microwave solutions
- Wireless solution strategies to assist first responders in disaster response
 - Coordination with federal, state, and local officials
- providing recovery support quickly in hardest hit areas

 Support impacted communities with customized
 wireless solutions for any type of emergency need
 - Deployment of emergency wireless technicians to quickly restore impacted markets





Warren Police Department 29900 S. Civic Center Blvd. Warren, MI 48093 (586) 574-4700 Fax (586) 574-4862 www.cityofwarren.org

September 25, 2024

To Whom It May Concern,

The Police Department is pleased to recommend T-Mobile as the preferred cellular provider for our personnel.

Since 2023, the Police Department has deployed City-issued mobile devices to our Officers, significantly enhancing our operational capabilities. These devices have become indispensable in our day-to-day work.

As a reminder, official government communications, regardless of the medium, are subject to the Freedom of Information Act (FOIA) and, in some cases, court discovery. Using personal smartphones for official business puts both the Officer and the Agency at risk of FOIA or discovery violations.

It is widely recognized that conducting official business on City-owned and controlled devices is a best practice. This policy has been in place since the original deployment of FirstNet devices within the department.

We are now recommending a transition to T-Mobile as our cellular service provider due to its superior service enhancements and more competitive pricing compared to FirstNet.

Service Enhancements:

- T-Mobile provides priority and preemption for both the caller and receiver when both are T-Mobile customers.
- T-Mobile includes mobile hotspot functionality at a significantly lower cost than FirstNet.

- Similar to FirstNet, T-Mobile devices receive priority on the network over consumer users, ensuring uninterrupted communication during times of high network congestion, such as large-scale events, incidents, or natural disasters.
- T-Mobile offers emergency communication support, including mobile cell towers in the event of a natural disaster or large-scale incident that disrupts infrastructure, ensuring continued communications.
- T-Mobile's pricing is significantly more cost-effective than FirstNet, even with added service enhancements like mobile hotspot functionality.

As with our current FirstNet setup, we recommend continuing to use Mobile Iron as the mobile device management solution. This software allows the agency to enforce policies on City-owned devices, including web activity and application restrictions, default encryption, and passcode requirements. Mobile Iron also enables us to access City-owned devices, with or without employee consent.

The Police Department Respectfully requests to purchase 275 cellular phones with associated cellular service, and 1 cellular hotspot under this agreement, paid from account 101-1301-85300.

Respectfully Submitted,

Sgt. Brandon Roy

Warren Police Department

Technical Services Division

Read and Concur,

Charles Rushton
Commissioner of Police

Charles Rushton
Acting Commissioner

Warren Police Department

RESOLUTION

Document No: STA-W-1327

Product or Service: T-Mobile Connecting Heroes Mobile Phones and Service Plans Department: Various

At a Regular Meeting of the City Council of the City of Warren, County of
Macomb, Michigan, held on, 2024 at 7 p.m. Local Time, in the
Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren,
Michigan.
PRESENT: Councilmembers:
ABSENT: Councilmembers:
The following preamble and resolution were offered by Councilmember
and supported by Councilmember
Pursuant to Section 2-344 of the Code of Ordinances, the City may either
participate in, sponsor, conduct, or administer a cooperative purchasing agreement for
the procurement of any supplies, equipment, goods or services with one (1) or more

Upon performing a diligent inquiry, the Acting Police Commissioner, the Public Service Director, and the Mayor has determined that is it necessary in the interests of the Police Department, various City Departments, the Mayor's office, and the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

public procurement units.

The Police Department is seeking to purchase two-hundred and seventy-five (275) Samsung S24 (128gb) mobile phones with Avante Mobile Device Manager and cases, along with one (1) Hotspot device for a five year period to be used by its officers.

In addition, The Public Service Department is seeking to purchase twenty (20)
Samsung S24 (128gb) mobile phones with Avante Mobile Device Manager and cases,
for a five year period to be used by key departments (see allocation spreadsheet).

In addition, The Mayor's office is seeking to purchase three (3) Samsung S24 (128gb) mobile phones with Avante Mobile Device Manager and cases, for a five year period.

All devices, accessories, and mobile plans will be purchased from <u>T-Mobile</u>, <u>USA, Inc., PO Box 742596</u>, Cincinnati, OH 45274-2596, utilizing the NASPO Cooperative Contract #MA210000000680 in the estimated annual costs shown in the attached tables. The agreement shall be for a five-year period, commencing on December 1, 2024, at the estimated prices shown in the attached tables.

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

Funds for the Police Department are available in the following Account: 101-1301-85300.

Funds for the other departments are available in the accounts listed in the attached allocation spreadsheet.

IT IS RESOLVED, that the cooperative purchase from T-Mobile is hereby approved by City Council in the estimated amounts shown on the attached tables.

IT IS FURTHER RESOLVED, that the Police Department will be turning in its current two-hundred and thirty-eight (238) iPhones and receive credits from T-Mobile's e-Waste provider. The credits will be placed in the appropriate DDA Account that was used to pay for the initial purchase of the iPhones.

POLICE DEPARTMENT T-MOBILE/CONNECTING HEROES PROPOSAL WITH SAMSUNG GALAXY \$24 (128GB) PHONES

POLICE DEPARTMENT							
PLAN DESCRIPTION	QTY	MC	PER UNIT MONTHLY COST		MONTHLY COST	NTHLY COST ANNUAL C	
T-Mobile Unlimited (Voice, Text, Data)	275	\$	29.75	\$	8,181.25	\$	98,175.00
T-Mobile Inseego MiFi X Pro 5G - HotSpot	1	\$	29.75	\$	29.75	\$	357.00
Avante Mobile Device Manager	275	\$	5.50	\$	1,512,50	\$	18,150.00
Estimated Fees (Admin, Regulatory, surcharges, etc.,)	276	\$	5.00	\$	1,380.00	\$	16,560.00
			Subtotal;	\$	11,103,50	\$	133,242.00

INITIAL EQUIPMENT	QTY	UNIT COST	UNIT CREDIT	ONE	-TIME COST
Samsung Galaxy \$24 (128gb)	275	\$ 799.99	\$ (799.99)	\$	-
T-Mobile Inseego MiFi X Pro 5G - HotSpot	1	\$ 264,00	\$ (264.00)	\$	
Tech21 Evo Check Case for Samsung \$24 - Smokey/Black	275	\$ 39.99	\$ (39.99)	\$	-
Charging Cubes	50	\$ 19.99	\$ (6.00)	\$	699.50
			Subtotal:	\$	699.50

L.`	straightig copes	~	Ψ	17.77	Ι Ψ	(0.00)	Ψ	077.00
						Subtotal:	\$	699.50
				GRA	ND TOTAL	(One Year):	\$	133,941.50
								
L				ĢI	RAND TOT	AL (5 Years):	\$	666,210.00
_								
				POLICE DE	PARTMET	N ACCOUNT:	101-	1336-85300

VARIOUS DEPARTMENTS

T-MOBILE/CONNECTING HEROES PROPOSAL WITH SAMSUNG GALAXY \$24 (128GB) PHONES

VARIOUS DEPARTMENTS							
PLAN DESCRIPTION	QTY	WC	PER UNIT	TOTAL	MONTHLY COST	ΑN	INUAL COST
T-Mobile Unlimited (Voice, Text, Data)	23	\$	29.75	\$	684.25	\$	8,211.00
Avante Mobile Device Manager	23	\$	5.50	\$	126.50	\$	1.518.00
Estimated Fees (Admin, Regulatory, surcharges, etc.)	23	\$	5.00	\$	115.00	\$	1,380.00
			Subtotal:	\$	925,75	\$	11,109.00

INITIAL EQUIPMENT	QTY	UNIT COST	UNIT CREDIT	0	NE-TIME COST
Samsung Galaxy S24 (128gb)	23	\$ 799.99	\$ (799.99)	\$,
Tech21 Evo Check Case for Samsung \$24 - \$mokey/Black	23	\$ 39.99	\$ (39.99)	\$	_
			Subtotal:	\$	-

GRAND TOTAL (One Year):	\$ 11,109.00
GRAND TOTAL (5 Years):	\$ 55,545.00

VARIOUS DEPARTMENTS T-MOBILE/CONNECTING HEROES PROPOSAL WITH SAMSUNG GALAXY S24 (128GB) PHONES

VARIOUS DEPARTMENTS - COST ALLOCATION														
DEPARTMENT	QTY	UNITO	HARGES	TOTAL MONTHLY COST		1		1		A	NNUAL COST	5-	YEAR COST	ACCT.
Building Maintenance	2	\$	40.25	\$	80.50	\$	966.00	\$	4,830.00	101-1371-85300				
Departmnet of Public Works	4	\$	40.25	\$	161.00	\$	1,932.00	\$	9,660.00	101-1442-85300				
Information Services	2	\$	40.25	\$	80.50	\$	966.00	\$	4,830.00	592-1560-85300				
Mayor	3	\$	40.25	\$	120.75	\$	1,449,00	\$	7,245.00	101-1294-85300				
Parks & Recreation	1	\$	40.25	\$	40.25	\$	483,00	\$	2,415.00	208-9208-85300				
Public Service	3	\$	40.25	\$	120.75	\$	1,449.00	\$	7,245.00	101-1421-85300				
Sanitation	2	\$	40.25	\$	80.50	\$	966.00	\$	4,830.00	226-9226-85300				
Waste Water Treatment Plant	3	\$	40.25	\$	120.75	\$	1,449.00	\$	7,245.00	592-1580-85300				
Water	3	\$	40.25	\$	120.75	\$	1,449.00	\$	7,245.00	592-1580-8530				
	23	ş	40,25	\$	925.75	\$	11,109.00	\$	55,545.00					

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk
are authorized to execute any such documents that are necessary for this approval
consistent with the terms of the:
□ Cooperative Bid Document X NASPO Agreement X Resolution
and in such form that meets with the satisfaction of the City Attorney if review is
required.
AYES: Councilmembers:
NAYS: Councilmembers:
RESOLUTION DECLARED ADOPTED thisday 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



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

DATE:

SEPTEMBER 18, 2024

TO:

MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT:

TRI-W-1299; PURCHASE OF BAR CARTS AND LIDS THROUGH THE H-GAC

COOPERATIVE CONTRACT #RC01-21.

The Purchasing Division concurs with the Sanitation Division and recommends that City Council authorize the purchase of additional Compost Bar Carts from Schaefer Plastics North America, LLC, 10301 Westlake Dr., Charlotte, NC 28273 in the total amount of \$36,503.00, utilizing the Houston-Galveston Area Council Cooperative Contract #RC01-21.

Vendor	Product	Qty. (Each)	Unit Price	Extended Price
	USD 95M Bar Cart Lids – Blue (Trash)	2,000	\$13.20	\$16,400.00
Schafer Systems International, Inc.	USD 95M Bar Cart Lids – Green (Recycle)	500	\$13.20	\$ 6,600.00
	Lid Axle End Cap	2,500	\$.083	\$ 2,075.00
			Shipping:	\$ 1,428.00
		Tota	al Charges:	\$ 36,503.00

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

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

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

Respectfully Submitted,

Craig Treppa Purchasing Agent

Approved By:) / Signature	Date
Budget Director:	VIII Sun VIIII Ce	9/30/202
Controller:	Free CX	9/31/202
MAYOR:	Nor M. Ala	10/1/2020

AMENDMENT No. 1 to CONTRACT No. RC01-21

For

Refuse and Recycling Containers & Lifters

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Schaefer Systems International, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

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

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

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

Signed for Houston-Galveston Area Council, Houston, Texas	Chuck Wemple, Executive Director
Houston, Lozas	Date: 1/25/2024
	DocuSigned by:
Signed for: Schaefer Systems International, Inc.	Teverny Leonard
Printed Name & Title:	Jeremy Leonard Legal Counsel
	Date: 1/24/2024

Schaefer Plastics North America, LLC

10301 Westlake Dr Charlotte, NC 28273

USA

Phone: (704) 944-4500

551 SCHAFER

QUOTATION - H-GAC CONTRACT RC01-21

Quote #:

030161-3

Date;

9/17/2024 9/30/2024

Quote Expiration: Terms:

Net30

FOB:

Lead Time:

PPD e: 2-4 Weeks ARO Requested by:

Wendy Sitek

Bill to:

City of Warren, MI

1 City Sq

Suite 425

Warren, MI 48093-5291

USA

Ship to:

City of Warren, MI 25601 Flanders Ave Andy 817-941-7559 Warren, MI 48089-1405

USA

Line	Quantity	ltem number	Description	Unit price	Net amount
1	2000	LID95M	LID FOR USD95M USD95M LID BLUE -TRASH	\$13.20	\$26,400.00
:			Body: BL1		
2	500	UD95M	LID FOR USD95M USD95M LID GREEN -RECYCLE	\$13.20	\$6,600.00
			Body: GN3		
2	2500	CAP.1.BLK	LID AXLE END CAP	\$0,83	\$2,075.00
3	1	FREIGHT	FREIGHT ESTIMATED FREIGHT ACTUAL FREIGHT CHARGES WILL BE APPLIED ONCE INVOICED	\$1,428.00	\$1,428.00
Sales tax (Applicable sales tax will be added unless a valid Tax Exemption certificate is on file)				te is on file)	\$2,104.50

Agreed and accepted by:

Stepher Redfern
Director of Municipal Sales

9/17/2024

Date

Total \$38,607.50

34, 503.00

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

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

^{*} Orders with custom hot stamps are non-cancelable

CITY OF WARREN DIVISION OF SANITATION

INTER - OFFICE CORRESPONDENCE

DATE: September 18, 2024

TO: Craig Treppa, Purchasing Agent

SUBJECT: Trash and Recycle Lids

The City of Warren Sanitation Division is requesting to purchase 2,000 blue trash lids and 500 green recycle lids to fit the 95-gallon carts at a cost of \$13.20 per lid and \$.83 per axle and end cap for a cost of \$14.03 each.

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

Schaefer Systems International Inc., 10021 Westlake Drive, Charlotte, NC 28273 has supplied a quote (see attached) for the carts. The Sanitation Division is choosing Schafer Systems to supply the carts since they were the original cart supplier.

The trash and recycle lids are to replace any animal eaten or broken/damaged lids.

The Sanitation Division is requesting to purchase these lids for a total of \$35,075.00 plus shipping and handling at \$1,428.00 for a grand total of \$36,503.00.

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

Respectfully Submitted

Thin Wille

Kevin Kitka Superintendent

RESOLUTION

Document No: TRI-W-1299
Product or Service: Bar Cart Lids and End Caps
Requesting Department: Sanitation

At a Regular Meeting of the City Council of the City of Warren, County of					
Macomb, Michigan, held on, 2024 at 7 p.m. Local Time, in the					
Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren,					
Michigan.					
PRESENT: Councilmembers:					
ABSENT: Councilmembers:					
The following preamble and resolution were offered by Councilmember					
and supported by Councilmember					
Pursuant to Section 2-344 of the Code of Ordinances, the City may either					
participate in, sponsor, conduct, or administer a cooperative purchasing agreement for					
the procurement of any supplies, equipment, goods, or services with one (1) or more					
public procurement units					

Upon performing a diligent inquiry, the Sanitation Superintendent has determined that it is necessary in the interest of the Sanitation Division and the City to acquire a total of 2,000 Blue Bar Cart Lids (Trash), 500 Green Bar Cart Lids (Recycle), and 2,500 Axle End Caps from Schaefer Plastics North America, LLC., 10301 Westlake Dr., Charlotte, NC 28273, via the Houston-Galveston Area Council Cooperative Contract #RC01-21, pursuant to cooperative purchasing, in a total amount of \$36,503.00. This amount includes all delivery/freight charges.

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

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

IT IS RESOLVED, that the cooperative purchase with <u>Schaefer Plastics North</u>

<u>America, LLC.</u>, utilizing the H-GAC Cooperative Contract (#RC01-21), is hereby accepted by City Council at a total cost of \$36,503.00, per the cost breakdown shown in the table below.

Vendor	Product	Qły. (Each)	Unit Price	Extended Price
	USD 95M Bar Cart Lids – Blue (Trash)	2,000	\$13.20	\$16,400.00
Schafer Systems International, Inc.	USD 95M Bar Cart Lids – Green (Recycle)	500	\$13.20	\$ 6,600.00
	Lid Axle End Cap	2,500	\$.083	\$ 2,075.00
			Shipping:	\$ 1,428.00
		Tota	al Charges:	\$ 36,503.00

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City

Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

	□ Cooperative Bid documentX ContractX Resolution									
and in such form that meets with the satisfaction of the City Attorney if review is										
required	d.									
AYES:	Councilmembers:									
NAYS:	Councilmembers:									
RESOL	UTION 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 i	ts meeting held on				
, 2024.					
	Sonja Buffa				
	City Clerk				