



**CITY ATTORNEY'S OFFICE**

One City Square, Suite 400

WARREN, MI 48093

(586) 574-4671

FAX (586) 574-4530

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

September 2, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren

**Re: Request to Re-Schedule a Public Hearing for Consideration and Approval of Brownfield Plan Amendment #4 pursuant to Public Act 90 of 2023  
Village at the Park – 8525 Cole Street  
Petitioner: VIP Homes and Development**

Dear Council Secretary Moore:

Please re-schedule the public hearing on the above noted Amended Brownfield Plan from Tuesday, September 9, 2025 to Tuesday, October 14, 2025. The new date will give us time to adequately review the plan changes, prepare an assignment and adequately notify interested parties.

Prior to the hearing, Council will be furnished with the resolution and amended plan.

Thank you for your attention to this matter.

Respectfully,

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

Mary Michaels  
Acting City Attorney

cc: Vito Castellana, V.I.P Homes & Development  
Elizabeth J. Masserang, Senior Project Consultant  
F. Scott Miller, City Assessor  
Ronald Wuerth, Planning Director  
Lisa Diolordi, Deputy Clerk

Read and concur:

Signed by:

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

76FA9F22E3214B9...  
Lori M. Stone  
Mayor

Approved:

Signed by:

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

6F52A3F625A947D...  
Tom Bommarito  
Brownfield Director



## Certificate Of Completion

Envelope Id: BC026E1C-4A4B-4C07-8A95-C9574B774C1C

Status: Completed

Subject: Complete with Docusign: Brownfield Plan Amendment #4 Village at the Park 8525 Cole Street VIP H...

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 0

Jennifer Decker

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Warren, MI 48093

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jdecker@cityofwarren.org

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jdecker@cityofwarren.org

## Signer Events

Tom Bommarito

tbommarito@cityofwarren.org

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:  
*Tom Bommarito*  
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Signature Adoption: Pre-selected Style  
Using IP Address: 24.127.1.78

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Signed: 9/2/2025 12:02:50 PM

## Electronic Record and Signature Disclosure:

Accepted: 9/2/2025 12:02:31 PM

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Lori M. Stone

lstone@cityofwarren.org

Mayor

Security Level: Email, Account Authentication  
(None)

Signed by:  
*Lori M. Stone*  
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Signature Adoption: Pre-selected Style  
Using IP Address: 24.127.1.78

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Signed: 9/3/2025 8:14:20 AM

## Electronic Record and Signature Disclosure:

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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

mayor

mayor@cityofwarren.org

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## Electronic Record and Signature Disclosure:

Accepted: 8/29/2025 1:58:25 PM

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Carbon Copy Events	Status	Timestamp
Judy Smith jsmith@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/3/2025 8:14:42 AM Viewed: 9/3/2025 8:21:49 AM
Ayasha Bahar abahar@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/3/2025 8:14:43 AM Viewed: 9/3/2025 8:21:16 AM
Jennifer Decker jdecker@cityofwarren.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/3/2025 8:14:43 AM Resent: 9/3/2025 8:15:09 AM
F. Scott Miller Fsmiller@cityofwarren.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/24/2025 11:11:10 AM ID: 92de70d9-1830-4e5f-a75d-f21d677edc6a	COPIED	Sent: 9/3/2025 8:14:44 AM Viewed: 9/3/2025 8:19:37 AM
Ron Wuerth rwuerth@cityofwarren.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/3/2025 8:14:45 AM
Lisa Diolordi ldiolordi@cityofwarren.org Deputy Clerk City of Warren Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/3/2025 8:14:45 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/2/2025 10:31:57 AM
Certified Delivered	Security Checked	9/3/2025 8:13:03 AM
Signing Complete	Security Checked	9/3/2025 8:14:20 AM
Completed	Security Checked	9/3/2025 8:14:45 AM
Payment Events	Status	Timestamps







## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Warren (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Warren:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org)

### **To advise City of Warren of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Warren**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Warren**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Warren as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Warren during the course of your relationship with City of Warren.





**WARREN FIRE DEPARTMENT**

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

DATE: August 29, 2025

Lori M. Stone, Mayor  
City of Warren

RE: Request for Proposals: Display Case new Fire Stations No. 1 & 5

**Recommendation of Review Panel**

Mayor Stone:

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

Mary Michials, Acting City Attorney or her designee  
Richard Fox, City Controller or his designee  
Jarad Gajos, *Human Resource Director or her designee*  
Craig Treppa, Purchasing Agent  
Wilburt McAdams, Fire Commissioner  
Orrin Ferguson, Fire Chief

We also need a representative from the City Council. Please forward a request to our City Council so that they may appoint a representative at the next scheduled council meeting.

Respectfully,

Wilburt McAdams  
Fire Commissioner

Lori M. Stone, Mayor  
READ AND CONCUR:





**CITY ATTORNEY'S OFFICE**

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August 7, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren

**Re: Proposed ordinance amendments to Chapter 22, Criminal Offenses relating to Domestic Assault and Protective Order Violations**

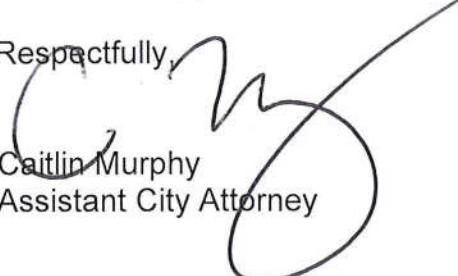
Dear Council Secretary Moore:

Attached is a proposed ordinance amendments to the City's Criminal Offense Chapter. The amendment simplifies the domestic assault ordinance language, making it consistent with the corresponding State law domestic assault misdemeanor.

Additionally, the amendment adds a section which makes it a misdemeanor to violate a protective order (commonly known as a "no contact order"). This section will add an additional layer of protection for survivors of domestic assault.

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

Respectfully,

  
Caitlin Murphy  
Assistant City Attorney

**Attachments**

**Approved:**

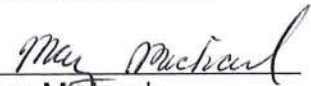
Signed by:

  
*Lori M. Stone*

76FABF22E3214B9...  
Lori M. Stone

Mayor

Read and concur:

  
Mary Michaels  
Acting City Attorney

cc: Captain Paul Houtos, Warren Police Department  
Sgt. James Twardesky, Warren Police Department



ORDINANCE NO. 80-\_\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER 22 OF THE CODE OF ORDINANCES  
RELATING TO DOMESTIC ASSAULT

THE CITY OF WARREN ORDAINS:

**SECTION 1.** That Chapter 22, Article III, Section 22-42 of the Code of

Ordinances of the City of Warren, Michigan

**WHICH CURRENTLY READS:**

**Sec. 22-42. Domestic assault.**

(a) *Definitions.* For purposes of this section, the following terms shall be defined as follows:

(1) *Domestic assault* means an assault, or an assault and battery, by an individual of his or her spouse, his or her former spouse, an individual with whom he or she has or has had a dating relationship, an individual with whom he or she has a child in common, or a resident or former resident of his or her household.

(2) *Dating relationship* as used in this section means frequent, intimate associations primarily characterized by the expectation of affectionate involvement. This term does not include a casual relationship or an ordinary fraternization between two (2) individuals in a business or social context.

(b) *Domestic assault prohibited.* No individual shall assault, or assault and batter, his or her spouse, his or her former spouse, an individual with whom he or she has or has had a dating relationship, an individual with whom he or she has a child in common, or a resident or former resident of his or her household.

(c) *Warrantless arrest.* An officer of the police department may arrest an individual for violating any of the provisions of this section, regardless of whether the officer has a warrant or whether the violation was committed in his or her presence, if the officer has reasonable cause to believe that the violation occurred or is occurring and that the individual is a spouse or former spouse of the victim, has or has had a dating relationship with the victim, has a child in common with the victim, or resides or has resided in the same household as the victim. When a person has been arrested without a warrant pursuant to this subsection and a magistrate is not available, said person shall be held until he or she can be arraigned or have interim bond set by a judge or district court magistrate.



(d) *Notice of availability of shelter programs and other resources.* After investigating or intervening in a domestic violence incident, a police officer shall provide the victim with a copy of the notice in this section. The notice shall be written and shall include all of the following:

(1) The name and telephone number of the responding police agency.

(2) The name and badge number of the responding police officer.

(3) Substantially the following statement: "You may obtain a copy of the police incident report for your case by contacting this law enforcement agency at the telephone number provided. The domestic violence shelter program and other resources in your area are (include local information). Information about emergency shelter, counseling services, and the legal rights of domestic violence victims is available from these resources. Your legal rights include the right to go to court and file a petition requesting a personal protection order to protect you or other members of your household from domestic abuse which could include restraining or enjoining the abuser from doing the following:

a. Entering onto premises.

b. Assaulting, attacking, beating, molesting, or wounding you.

c. Threatening to kill or physically injure you or another person.

d. Removing minor children from you, except as otherwise authorized by a custody or parenting time order issued by a court of competent jurisdiction.

e. Engaging in stalking behavior.

f. Purchasing or possessing a firearm.

g. Interfering with your efforts to remove your children or personal property from premises that are solely owned or leased by the abuser.

h. Interfering with you at your place of employment or education or engaging in conduct that impairs your employment relationship or your employment or educational environment.

i. Engaging in any other specific act or conduct that imposes upon or interferes with your personal liberty or that causes a reasonable apprehension of violence.

j. Having access to information in records concerning any minor child you have with the abuser that would inform the abuser about your address or telephone number, the child's address or telephone number, or your employment address.

k. Your legal rights also include the right to go to court and file a motion for an order to show cause and a hearing if the abuser is violating or has violated a personal protection order and has not been arrested."



(e) *Reports by police officer.* The police officer shall prepare a domestic violence report after investigating or intervening in a domestic violence incident. A police officer shall use the standard domestic violence incident report form developed by the department of state police or a form substantially similar to that standard form to report a domestic violence incident. The report shall contain, but is not limited to containing, all of the following:

- (1) The address, date, and time of the incident being investigated.
- (2) The victim's name, address, home and work telephone numbers, race, sex, and date of birth.
- (3) The suspect's name, address, home and work telephone numbers, race, sex, date of birth, and information describing the suspect and whether an injunction or restraining order covering the suspect exists.
- (4) The name, address, home and work telephone numbers, race, sex, and date of birth of any witness, including a child of the victim or suspect, and the relationship of the witness to the suspect or victim.
- (5) The following information about the incident being investigated:
  - a. The name of the person who called the law enforcement agency.
  - b. The relationship of the victim and suspect.
  - c. Whether alcohol or controlled substance use was involved in the incident, and by whom it was used.
  - d. A brief narrative describing the incident and the circumstances that led to it.
  - e. Whether and how many times the suspect physically assaulted the victim and a description of any weapon or object used.
  - f. A description of all injuries sustained by the victim and an explanation of how the injuries were sustained.
  - g. If the victim sought medical attention, information concerning where and how the victim was transported, whether the victim was admitted to a hospital or clinic for treatment, and the name and telephone number of the attending physician.
  - h. A description of any property damage reported by the victim or evident at the scene.
  - i. A description of any previous domestic violence incidents between the victim and the suspect.
  - j. The date and time of the report and the name, badge number, and signature of the police officer completing the report.

(f) *Police department requirements.* The police department shall retain the completed domestic violence report in its files. The police department shall also file a copy of the completed domestic violence report with the city attorney within forty-eight



(48) hours after the domestic violence incident is reported to the police department. The police department shall further, upon arrest, forward sufficient sets of fingerprints to the 37th Judicial District Court to ensure proper transcription of the disposition of any complaint brought pursuant to section 22-42 to the department of state police.

(g) *Penalty.* A person who violates section 22-42 is guilty of a misdemeanor and shall be imprisoned not more than ninety-three (93) days and/or fined not more than five hundred dollars (\$500.00).

(h) *Deferral of proceedings and order of probation.*

(1) When an individual who has not been convicted previously of a violation of section 81 or 81a of the Michigan Penal Code, 1931 PA 328, MCL 750.81 and 750.81a, or a violation of a local ordinance substantially corresponding to section 81 of that act, pleads guilty to, or is found guilty of, a violation of section 81 or 81a of the Michigan Penal Code, 1931 PA 328, MCL 750.81 and 750.81a, and the victim of the assault is the offender's spouse or former spouse, an individual who has had a child in common with the offender, an individual who has or has had a dating relationship with the offender, or an individual residing or having resided in the same household as the offender, the court, without entering a judgment of guilt and with the consent of the accused and of the city attorney in consultation with the victim, may defer further proceedings and place the accused on probation as provided in this section. However, before deferring proceedings under this subsection, the court shall contact the Department of State Police and determine whether, according to the records of the Department of State Police, the accused has previously been convicted under section 81 or 81a of the Michigan Penal Code, 1931 PA 328, MCL 750.81 and 750.81a, or under a local ordinance substantially corresponding to section 81 of that act, or has previously availed himself or herself of this section. If the search of the records reveals an arrest for a violation of section 81 or 81a of the Michigan Penal Code, 1931 PA 328, MCL 750.81 and 750.81a, or a local ordinance substantially corresponding to section 81 of that act but no disposition, the court shall contact the arresting agency and the court that had jurisdiction over the violation to determine the disposition of that arrest for purposes of this section.

(2) Upon a violation of a term or condition of probation, the court may enter an adjudication of guilt and proceed as otherwise provided in this section.

(3) An order of probation entered under subsection (h)(1) may require the accused to participate in a mandatory counseling program. The court may order the accused to pay the reasonable costs of the program.

(4) The court shall enter an adjudication of guilt and proceed as otherwise provided in this chapter if any of the following circumstances exist:

a. The accused commits an assaultive crime during the period of probation. As used in this section, "assaultive crime" means one (1) or more of the following:

1. An offense against a person described in any of the following sections of the Michigan Penal Code: 82 to 89, 316, 317, 321, 349 to 350, 397, 520a to 520g, 529 and



530 of 1931 PA 328, as amended, being MCL 750.82 to 750.89, 750.316, 750.317, 750.321, 750.349 to 750.350, 750.397, 750.520a to 750.520g, 750.529 and 750.530.

2. A violation of Chapter XI of the Michigan Penal Code, 1931 PA 328, as thereto.

3. The accused violates an order of the court that he or she receive counseling regarding his or her violent behavior.

4. The accused violates an order of the court that he or she have no contact with a named individual.

b. Upon fulfillment of the terms and conditions, the court shall discharge the person and dismiss the proceedings against the person. Discharge and dismissal under this section shall be without adjudication of guilt and is not a conviction for purposes of this section or for purposes of disqualifications or disabilities imposed by law upon conviction of a crime.

c. There may be only one (1) discharge and dismissal under this section with respect to any individual. The department of state police shall retain a nonpublic record of an arrest and discharge or dismissal under this section. This record shall be furnished to a court or police agency upon request pursuant to subsection (1) for the purpose of showing that a defendant in a criminal action under section 81 or 81a of the Michigan Penal Code, 1931 PA 328, MCL 750.81 and 750.81a, or a local ordinance substantially corresponding to section 81 of that act has already once availed himself or herself of this section.

**IS HEREBY AMENDED TO READ AS FOLLOWS:**

**Sec. 22-42. Domestic assault.**

- (a) A person is guilty of domestic assault if they assault, batter, or assault and batter another individual: (1) who is their spouse or former spouse, (2) with whom they had or have a *dating relationship*, (3) with whom they have a child in common with, or (4) with whom they live or formerly lived.
- (b) A *dating relationship* is a relationship characterized by frequent, intimate association with the expectation of affectional involvement. This term does not include a casual relationship or an ordinary fraternization between two individuals in a business or social context.
- (c) A violation of this Section is a misdemeanor offense punishable by incarceration for not more than 93 days, a fine of not more than five hundred dollars (\$500.00), or both. The Court may defer proceedings as provided for by MCL 769.4a.

**Cross-reference: MCL 750.81, MCL 769.4a, MCL 780.751 et seq.**



**SECTION 2.** That Chapter 22, Article III, Section 22-48 of the Code of Ordinances of the City of Warren, Michigan

**WHICH CURRENTLY READS:**

**Sec. 22-48. – Reserved.**

**IS HEREBY AMENDED TO READ AS FOLLOWS:**

**Sec. 22-48. – Protective order violation.**

- (a) A person is guilty of protective order violation if they:
- (1) Violate a court order prohibiting contact with a protected individual; and
  - (2) Knew or should have known that contacting the protected individual was a violation of the court order.
- (b) A violation of this Section is a misdemeanor offense punishable by incarceration for not more than ninety (90) days, a fine of not more than five hundred dollars (\$500.00), or both.

**SECTION 3.** This Ordinance shall take effect on \_\_\_\_\_.

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

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

Published: \_\_\_\_\_



**THE MICHIGAN PENAL CODE (EXCERPT)**  
**Act 328 of 1931**

**750.81 Assault or assault and battery; penalties; previous convictions; exception; assault of health professional or medical volunteer; enhanced penalties; definitions.**

Sec. 81. (1) Except as otherwise provided in this section, a person who assaults or assaults and batters an individual, if no other punishment is prescribed by law, is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both. If the victim of a violation under this subsection is a health professional or medical volunteer and the violation occurs while the victim is performing the victim's duties as a health professional or medical volunteer, the person is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$1,000.00, or both. The enhanced fine under this subsection does not apply if the defendant is a patient who is receiving treatment from the victim.

(2) Except as provided in subsection (3), (4), or (5), an individual who assaults or assaults and batters the individual's spouse or former spouse, an individual with whom the individual has or has had a dating relationship, an individual with whom the individual has had a child in common, or a resident or former resident of the individual's household, is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both.

(3) An individual who assaults or assaults and batters an individual who is pregnant and who knows the individual is pregnant is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both.

(4) An individual who commits an assault or an assault and battery in violation of subsection (2) or (3), and who has previously been convicted of assaulting or assaulting and battering an individual described in either subsection (2) or subsection (3) under any of the following, is guilty of a misdemeanor punishable by imprisonment for not more than 1 year or a fine of not more than \$1,000.00, or both:

(a) This section or an ordinance of a political subdivision of this state substantially corresponding to this section.

(b) Section 81a, 82, 83, 84, or 86.

(c) A law of another state or an ordinance of a political subdivision of another state substantially corresponding to this section or section 81a, 82, 83, 84, or 86.

(5) An individual who commits an assault or an assault and battery in violation of subsection (2) or (3), and who has 2 or more previous convictions for assaulting or assaulting and battering an individual described in either subsection (2) or subsection (3) under any of the following, is guilty of a felony punishable by imprisonment for not more than 5 years or a fine of not more than \$5,000.00, or both:

(a) This section or an ordinance of a political subdivision of this state substantially corresponding to this section.

(b) Section 81a, 82, 83, 84, or 86.

(c) A law of another state or an ordinance of a political subdivision of another state substantially corresponding to this section or section 81a, 82, 83, 84, or 86.

(6) This section does not apply to an individual using necessary reasonable physical force in compliance with section 1312 of the revised school code, 1976 PA 451, MCL 380.1312.

(7) The operator of a health facility or agency or a hospital or psychiatric hospital shall post a sign in the health facility or agency or hospital or psychiatric hospital in a prominent and visible location that provides that a person, other than a patient receiving treatment, who assaults a health professional or medical volunteer in violation of this section is subject to the enhanced fine provided for in this section and that a patient receiving treatment who assaults a health professional or medical volunteer may still be subject to prosecution under this section.

(8) As used in this section:

(a) "Dating relationship" means frequent, intimate associations primarily characterized by the expectation of affectional involvement. This term does not include a casual relationship or an ordinary fraternization between 2 individuals in a business or social context.

(b) "Health facility or agency" means a health facility or agency licensed under article 17 of the public health code, 1978 PA 368, MCL 333.20101 to 333.22260.

(c) "Health professional" means an individual who is employed or granted privileges by or under contract with a hospital or psychiatric hospital, health facility or agency, health system, or health care provider, whether operated by a governmental unit or a private entity, and whose duties within the scope of that employment, privilege, or contract involve the provision of direct patient care and require licensure, registration, certification, or other regulation or authorization under the public health code, 1978 PA 368,



MCL 333.1101 to 333.25211, or who is providing indirect patient care under the direction of a hospital or psychiatric hospital, health facility or agency, health system, or health care provider.

(d) "Hospital or psychiatric hospital" means a hospital or psychiatric hospital licensed under the mental health code, 1974 PA 258, MCL 330.1001 to 330.2106.

(e) "Medical volunteer" means an individual who is volunteering at a hospital or psychiatric hospital, health facility or agency, in a health system, or with a health care provider, whether operated by a governmental unit or a private entity, and whose duties as a volunteer involve the provision of direct patient care, or who is providing indirect patient care under the direction of a hospital or psychiatric hospital, health facility or agency, health system, or health care provider.

**History:** 1931, Act 328, Eff. Sept. 18, 1931;—CL 1948, 75081;—Am. 1994, Act 64, Eff. July 1, 1994;—Am. 1999, Act 270, Eff. July 1, 2000;—Am. 2000, Act 462, Imd. Eff. Jan. 10, 2001;—Am. 2001, Act 189, Eff. Apr. 1, 2002;—Am. 2001, Act 190, Eff. Apr. 1, 2002;—Am. 2012, Act 366, Eff. Apr. 1, 2013;—Am. 2016, Act 87, Eff. July 25, 2016;—Am. 2023, Act 271, Eff. Mar. 5, 2024.

**Former law:** See section 29 of Ch. 153 of R.S. 1846, being CL 1857, § 5739; CL 1871, § 7538; How., § 9103; CL 1897, § 11498; CL 1915, § 15220; CL 1929, § 16736; Act 167 of 1879; and Act 54 of 1929.



Certificate Of Completion

Envelope Id: FD97A555-2710-471F-B9AC-819C7E6930C5

Status: Completed

Subject: Complete with Docusign: Ltr to Council w Chapter 22 Domestic Assault Ordinance Amendment (ID 11...

Source Envelope:

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Envelope Originator:

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Sharon Dacoff

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Warren, MI 48093

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sdacoff@cityofwarren.org

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Signer Events

Lori M. Stone

Istone@cityofwarren.org

Mayor

Security Level: Email, Account Authentication (None)

Signed by:

*Lori M. Stone*

76FABF22E3214B9...

Signature Adoption: Pre-selected Style

Using IP Address: 24.127.1.78

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Sent: 8/8/2025 5:51:53 AM

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In Person Signer Events

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Editor Delivery Events

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Agent Delivery Events

StatusTimestamp

Intermediary Delivery Events

StatusTimestamp

Certified Delivery Events

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Carbon Copy Events

StatusTimestamp

Ayasha Bahar

Abahar@cityofwarren.org

Administrative Coordinator

City of Warren Michigan

Security Level: Email, Account Authentication (None)

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James Twardesky

jtwardesky@warrenpd.org

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Carbon Copy Events	Status	Timestamp
Judith Smith jsmith@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 8/8/2025 5:51:54 AM Viewed: 8/8/2025 6:20:21 AM
paul houtos phoutos@warrenpd.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 8/8/2025 5:51:54 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/8/2025 5:51:55 AM
Certified Delivered	Security Checked	9/3/2025 9:02:04 AM
Signing Complete	Security Checked	9/3/2025 9:02:19 AM
Completed	Security Checked	9/3/2025 9:02:19 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Warren (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Warren:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org)

### **To advise City of Warren of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Warren**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Warren**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Warren as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Warren during the course of your relationship with City of Warren.





September 2, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren

**CITY ATTORNEY'S OFFICE**

One City Square, Suite 400  
WARREN, MI 48093  
(586) 574-4671  
FAX (586) 574-4530  
[www.cityofwarren.org](http://www.cityofwarren.org)

**Re: Proposed Resolution to Approve METRO Act Telecommunications Right-of-Way Permit for Open Fiber Michigan, LLC d/b/a Ripple Fiber**

Dear Council Secretary Moore:

Attached please find the above-referenced resolution, which would approve a ten-year bilateral permit under the Metropolitan Extension Telecommunications Right-of-Way Oversight Act, 2002 Public Act 48 ("the Act") for Open Fiber Michigan, LLC d/b/a Ripple Fiber ("Ripple Fiber").

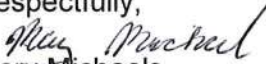
Ripple Fiber is seeking to install and maintain 400,147 linear feet of telecommunications facilities within the rights-of-way. The facilities will be mostly buried, with aerial facilities in areas of railroads, streams or other sites as deemed appropriate by the City Engineer. The provider will be providing internet services to residents and businesses, utilizing fiber-to-home installation.

The attached permit is based upon the bilateral form prescribed by the Michigan Public Service Commission, with a few more stringent terms to protect the rights-of-way. Final approval will be subject to the City Engineer of final plans, submission of a bond in the amount of \$ 200,000.00 to secure performance, required insurance, and any county approvals if needed. Please note the proposed permit includes a procedure for administrative approval of route expansions or modifications, subject to approval by the City Engineer.

Under the METRO Act, providers pay an annual usage fee of \$0.05 per linear foot to the State of Michigan. On June 4, 2025, the City received its 2024 METRO Act distribution in the amount of \$608,580.34.

Please forward the documents to Council for consideration on September 9, 2025.

Respectfully,

  
Mary Michaels  
Acting City Attorney

cc: Jason Fajerski/Brandon Cook, Ripple Fiber  
Tina Gapshes, City Engineer  
Chukwudi Nnaji, Civil Engineer

Approved:

Signed by:

  
Lori M. Stone

70FABF22E3214B9...  
Lori M. Stone  
Mayor



**RESOLUTION GRANTING METRO ACT PERMIT TO  
OPEN FIBER MICHIGAN, LLC d/b/a RIPPLE FIBER**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan, held on September 9, 2025, at 7 p.m. Daylight Savings Time, in the Council Chambers at the Warren Community Center Auditorium, 5460 Arden, Warren, MI.

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

\_\_\_\_\_

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

\_\_\_\_\_

The following resolution was offered by Councilmember \_\_\_\_\_  
and supported by Councilmember \_\_\_\_\_.

The City received an application from Open Fiber Michigan, LLC d/b/a Ripple Fiber ("Ripple Fiber") under the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the METRO Act) to maintain 400,147 feet of primarily buried fiber cable within the public rights-of-way.

Installation will be subject to approval of the City Engineer, upon submission of engineering permits and final plans.

The attached METRO Act permit is for a period of ten years, conforming primarily to the bilateral form prescribed by the Michigan Public Service Commission.

**THEREFORE, IT IS RESOLVED**, that the Mayor and Clerk are authorized to execute a 10-year bilateral Rights-of-Way Telecommunications Permit with Ripple Fiber, subject to receipt of requisite insurance, performance bond, and in such form that meets with the satisfaction of the City Attorney.

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

\_\_\_\_\_



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

\_\_\_\_\_  
**RESOLUTION DECLARED ADOPTED** this 9<sup>th</sup> day of September, 2025.

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

**CERTIFICATION**

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on September 9, 2025.

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



**METRO Act Permit  
Bilateral Form  
Revised 12/06/02**

**RIGHT-OF-WAY  
TELECOMMUNICATIONS PERMIT**

**TERMS AND CONDITIONS**

**1**     **Definitions**

- 1.1     **Company** shall mean Open Fiber Michigan, LLC (d/b/a Ripple Fiber), organized under the laws of the State of \_\_\_\_\_, and whose address is 6000 Fairview Rd., Suite 300, Charlotte, North Carolina 28210, with a local address of 44736 Helm St., Plymouth, Michigan 48170.
- 1.2     **Effective Date** shall mean the date set forth in Part 13.
- 1.3     **Manager** shall mean Municipality's Mayor or City Engineer, or their designees, unless otherwise stated in this document.
- 1.4     **METRO Act** shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5     **Municipality** shall mean the City of Warren, a Michigan municipal corporation.
- 1.6     **Permit** shall mean this document.
- 1.7     **Public Right-of-Way** shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8     **Telecommunication Facilities** or **Facilities** shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.



- 2      1.9      Term shall have the meaning set forth in Part 7.  
            Grant

2.1      Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein. A map of the general location of the Company's facilities located on both the private and public rights-of-way within the Municipality was provided to the City Engineer, as noted in Exhibit A.

2.1.1    The map may be modified by written request by Company and approval by Manager.

2.1.2    Manager shall not unreasonably condition or deny any request for a modification of the route. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.

2.1.3    Permittee and Municipality agree that expansions or modifications will be processed according to procedure outlined in Exhibit B.

2.2      Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3      Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3      Contacts, Maps and Plans

3.1      Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

The address, e-mail address, phone number and contact person at the Company's local office (in or near Municipality) is:

Harrison Golson



Senior Vice President of Engineering  
harisson@ripplefiber.com  
(980) 384-8259

- 3.1.1 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is same as above.
- 3.1.2 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is:

Harrison Golson  
Senior Vice President of Engineering  
harisson@ripplefiber.com  
(980) 384-8259

The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is

Brandon Miuccio  
44736 Helm St.  
Plymouth, MI 48170  
Brandon.Miuccio@ripplecom

- 3.1.3 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. The current number is: (800) 359-5767.
- 3.1.4 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality's City Engineer, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon 14 days' notice, give Municipality access at the Municipality's location, to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Company shall inform



Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities. In the event of an emergency or circumstances requiring immediate information, the Company will provide Municipality with such information on the location and specifications, and other records pertaining to the Telecommunication Facilities within the time requested.

#### 4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.
- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality's City Engineer, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.



- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.
- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").



4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

Company and the City reserve their rights to modify this document in accordance with any relevant change to the METRO Act that may be adopted during the Term.

4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.

4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. However, if a third party entity requires Company to remove, alter, change, adapt or conform its Facility to enable any non-governmental third party entity to use, or to use with greater convenience, any Public Right-of-Way, for the sole, private purpose of such third party entity, not



in connection with a public project, the Company shall not be required to make such changes until the third party, with solvent bond, makes an agreement with Company, that may include reimbursement to Company for any loss or expenses that will be caused by or arise out of such removal, alteration, change, adaption or conformance of Company's Facilities. The work shall be completed within a reasonable time period.

- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

## 5 Indemnification

- 5.1 Indemnity. Company for itself and its officers, their employees, contractors, subcontractors and agents, shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation,



attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company or its officers, agents, employees, contractors, successors and assigns.

- 5.2 Notice, Cooperation. Municipality will notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

## 6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
  - 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
  - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
  - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).



- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. All insurance policies must name as an additional insured Municipality, as follows: "The City of Warren, City of Warren Municipal Building Authority, City of Warren Downtown Development Authority, and their officers, employees, boards, commissions and agents" (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A- or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company will provide notice to the Municipality of any deductible applicable to its policy and any changes to such deductible. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect, commercial general liability, environmental contamination liability, automobile liability and workers'



compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).

- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

## 7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Ten years (10) from the Effective Date.
  - 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
  - 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
  - 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
  - 7.1.5 Unless the Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.



## 8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Company must, at Company's expense, post and keep in effect during the Term and for at least one year after the Term, a performance bond or letter of credit, as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)], in the amount of \$200,000.00 to secure faithful performance of Company's obligations and the terms and conditions of this Permit, including removal of Facilities and property restoration or repair requirements. The bond or letter of credit must be issued by a United States company authorized to do business in Michigan, and in form acceptable to the City Attorney.

## 9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

## 10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule; Abandonment. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of



Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days prior to any prospective transfer, assignment or change in control, and with written evidence of and/or compliance with the following:

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to  
City Engineer  
City of Warren  
One City Square  
Warren, MI 48093

with a copy to



City Clerk  
One City Square  
Warren, MI 48093

City Attorney  
One City Square, Suite 400  
Warren, MI 48093

12.1.2 If to Company, to  
Jason Fajerski  
Open Fiber, LLC  
Director of Government Affairs  
6000 Fairview Rd., Suite 300  
Charlotte, North Carolina 28210  
E-mail: Jason@ripplefiber.com

A Corresponding copy of any notices of default, termination or removal will be sent to Company at:

Joshua Rnyan  
Chief Legal Officer  
Ripple Fiber  
6000 Fairview Rd.  
Charlotte, NC 28210

Notice of a legal nature shall be sent to the mailing addresses in section 12.1.2. Notices of an administrative nature, such as scheduling and permit coordination may be sent to the parties respective e-mail addresses in section 12.2, with a corresponding e-mail to Brandon Reed, Government Affairs Manager, BrandonReed@ripplefiber.com

Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).
- 13.2 Duties. Company shall faithfully perform all duties required by this Permit.
- 13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.



- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.5 Amendment. Except modifications contemplated in Section 2.1 and Exhibit B, this Permit may be amended by the written agreement of Municipality and Company.
- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.7 Electronic Signature/Counterparts. This Agreement may be executed electronically or digitally, and in multiple counterparts, in original or by fax or by delivery of a scanned counterpart in portable document format (PDF) by e-mail or via docusign (which shall be deemed received if delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq.) and, when taken together, shall be considered to be an original. On such delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.
- 13.8 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Municipality - City of Warren:

Attest:

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

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

Lori M. Stone, Mayor

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

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

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

Sonja Buffa, City Clerk

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



Company accepts the Permit granted by Municipality upon the terms and conditions contained herein.

Open Fiber Michigan, LLC

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

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

Joshua Runyan

Its: Chief Legal Officer

Date:

ID



**Exhibit A**

**Public Right-of-Way to be Used for 400,147 feet of buried Telecommunication Facilities,  
with aerial sections, as appropriate to site, as described in the route map on file with the  
City of Warren Engineering Division, subject to approval of final plans,  
to be submitted as built in sections  
(current map is proprietary)**



## **Exhibit B**

### **ADMINISTRATIVE MODIFICATION APPROVAL PROCESS**

**Permittee will submit a written request to Warren City Engineer at One City Square, Suite 300, Warren, Michigan, including a proposed map depicting the planned route, by aerial or buried, and the linear footage of each. The map will identify the existing facilities, separately from the planned facilities, and the linear footage of buried and aerial existing facilities. The map will include a section for the review, comments and approval of the City Engineer, and the request will include a contact for Permittee, with a phone number, address and e-mail address, and who will be able to provide any additional information as may be reasonably requested by the City Engineer relative to the expanded facilities, and serve as the primary contact Permittee.**

**Within 30 days of receiving the request, proposed map and any information requested of Permittee, the City Engineer will notify Permittee by electronic or first-class mail, of his or her approval or rejection, with a signed copy of the approval, rejection or comments, and a determination on the bond amount. The Engineer may accept the current bond with a rider to apply it to the new facilities, or request an increased bond, upon the scope of the proposed expansion.**

**Municipality's approval will be conditioned upon Permittee, within 30 days of the City Engineer's notice of approval, submitting the updated insurance, new bond, or a rider to the existing bond or certification for the bond will cover the new facilities. Upon Municipality's receipt of the bond and insurance, the approval is final, subject to Permittee obtaining construction, electrical or other engineering permits for the new facilities.**

**Permittee agrees: upon approval of a route modification as set forth above: i) such approved route and maps are incorporated into Exhibit A of the Permit; ii) Permittee's construction, use and occupancy of the rights-of-way and its facilities within the rights-of-way, including the new facilities, will comply with and be subject to the terms of the Permit; and iii) the approval will not apply to any distributed antennae or small cell antennae facilities that may be depicted on a map, unless approved through a separate process; the City Engineer reserves the right to require a formal amendment or approval for major expansions or amendments, and payment of administrative costs associated with excessive reviews within a one-year period.**



**Exhibit C**

**Bond**

(\$200,000 to be submitted to secure performance and removal)



City of Warren  
Name of local unit of government

**APPLICATION FOR  
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY  
TELECOMMUNICATIONS PROVIDERS**

By  
Open Fiber Michigan, LLC dba Ripple  
Fiber  
("APPLICANT")

*This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).*

*This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).*

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**1 GENERAL INFORMATION:**

1.1 Date: 3/5/2025

1.2 Applicant's legal name: Open Fiber Michigan, LLC (dba Ripple Fiber)  
Mailing Address: 6000 Fairview Rd.  
Suite 300  
Charlotte, NC 28210

Telephone Number: 1-800-359-5767

Fax Number: N/A

Corporate website: <https://www.ripplefiber.com/>

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Jason Fajerski  
Director of Government Affairs  
Mailing Address:  
6000 Fairview Rd. Suite 300



Charlotte, NC 28210  
Telephone Number: 980-210-6699  
Fax Number: N/A  
E-mail Address: jason@ripplefiber.com

1.3

☐ Corporation  
☐ General Partnership  
☐ Limited Partnership  
☒ Limited Liability Company  
☐ Individual  
☐ Other, please describe: \_\_\_\_\_

1.4 Assumed name for doing business, if any: N / A

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation: State of Michigan

1.5.2 Date of incorporation/formation: 8/22/2023

1.5.3 If a subsidiary, name of ultimate parent company; Ripple Fiber Holdco, LLC

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities)

Chairperson: Stuart Van Der Veen

CEO: Greg Wilson

President: Lance van der Spuy

Secretary: Josh Runyan

Treasurer: Adam Schlossser

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

PLEASE SEE ATTACHED

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: NO

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes ☒ No

*If "yes," please describe the circumstances.*

1.9 In the past three (3) years, has an adverse finding been made or an adverse final



action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes **No**

*If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.*

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain. Open Fiber Michigan, LLC currently holds a license to provide basic local exchange service.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements. N/A

*If no financial statements are provided, please explain and provide particulars.*

---

## **2 DESCRIPTION OF PROJECT:**

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain. Please see attached license to provide local exchange service throughout the state of Michigan.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Applicant intends to install a fiber optic to the home network in the Municipality's Public Ways. Upon completion of construction, Applicant will be an internet service provider and local telecommunications provider to residential and commercial passings along the constructed Public Ways. The network will be fully fiber to the home and provide symmetrical download and upload speeds.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If



construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Please see attached KMZ of planned and future facilities and routes in the public right-of-way.

Please be aware that Ripple Fiber considers the information shown therein as trade secrets as defined in M.C.L.A. 445.1902(d) and are protected from disclosure pursuant to M.C.L.A. 15.243(f).

Applicant is in process of fully designing the proposed facilities and will provide all applicable drawings to the appropriate governing entity of the public rights of way where construction will occur.

2.4 Please provide an anticipated or actual construction schedule.

Applicant anticipates construction to begin as soon as permits are authorized, likely in the summer of 2025, with construction expected to take 9-18 months with areas being activated as constructed.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

Applicant will maintain sole ownership interest in any facilities proposed to be installed in the Public Ways.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

Applicant will be solely responsible for maintaining facilities in the Public Ways.

Applicant is registered with the MISS DIG (i.e. 811) system.

Applicant can be contacted via [ripplefiber.com](http://ripplefiber.com) and 1-800-359-5767

Applicant individual contacts include:

Brett Judnick, Chief Technical Officer

Phone: 980-244-3259 Email: [brett.judnick@ripplefiber.com](mailto:brett.judnick@ripplefiber.com)

Harrison Golson, VP of Engineering

Phone: 980-384-8259 Email: [harrison@ripplefiber.com](mailto:harrison@ripplefiber.com)

Ryan Zakany, VP of Construction

Phone: 336-510-0629 Email: [ryan@ripplefiber.com](mailto:ryan@ripplefiber.com)

Jason Fajerski, Director of Government Affairs

Phone: 980-210-6699 Email: [jason@ripplefiber.com](mailto:jason@ripplefiber.com)

Applicant does not at this time expect to utilize existing facilities of public utilities or incumbent telecommunications providers, with potential exception of aerial construction via attachment to utility poles owned by DTE Energy, AT&T or other pole owner, authorized via executed Pole Attachment Agreements being negotiated with those entities.



### **3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:**

*Please provide the following or attach an appropriate exhibit.*

**3.1 Address of Applicant's nearest local office;**

Applicant's corporate address is:  
Ripple Fiber  
6000 Fairview Rd., Suite 300  
Charlotte, NC 28210

Local office:  
44736 Helm St.  
Plymouth, MI 48170

**3.2 Location of all records and engineering drawings, if not at local office;  
All records and engineering drawings are at:**

Ripple Fiber  
c/o Engineering Department  
6000 Fairview Rd., Suite 300  
Charlotte, NC 28210

**3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;**

Brett Judnick, Chief Technical Officer

Phone: 980-244-3259 Email: brett.judnick@ripplefiber.com

Harrison Golson, VP of Engineering

Phone: 980-384-8259 Email: harrison@ripplefiber.com

Ryan Zakany, VP of Construction

Phone: 336-510-0629 Email: ryan@ripplefiber.com

**3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:**

**SEE ATTACHED**

**3.4.1 Worker's compensation;**

**3.4.2 Commercial general liability, including at least:**

**3.4.2.1 Combined overall limits;**



3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

Anticipated Engineering and Construction Contractor(s):

Verita Telecommunications Corporation  
Lighthouse Technologies  
SQUAN  
Hyper Networks, LLC  
Hexad Solutions Group  
Essentia



**4 CERTIFICATION:**

*All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.*

**NAME OF ENTITY ("APPLICANT")**

Open Fiber Michigan, LLC

3/5/2025

Date

By: Jason Fajerski  
Type or Print Name: Jason Fajerski

Director of Government Affairs  
Title

S:\metroapplicationform.doc



STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\* \* \* \* \*

In the matter of the application of	)	
<b>OPEN FIBER MICHIGAN LLC</b> for a temporary	)	
and permanent license to provide local exchange	)	Case No. U-21475
service throughout the state of Michigan.	)	
_____	)	

At the April 25, 2024 meeting of the Michigan Public Service Commission in Lansing,  
Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair  
Hon. Katherine L. Peretick, Commissioner  
Hon. Alessandra R. Carreon, Commissioner

**ORDER**

On August 10, 2023, Open Fiber Michigan LLC (OFM) filed an application, with supporting testimony and exhibits, under the Michigan Telecommunications Act (MTA), MCL 484.2101 *et seq.*, for a temporary and permanent license to provide basic local exchange service throughout the state of Michigan. On October 27 and 30, November 22, and December 12 and 13, 2023, OFM amended or clarifying documents to the application. On January 18, 2024, OFM was granted a temporary license.

At an evidentiary hearing held on February 13, 2024, before Administrative Law Judge Sally L. Wallace (ALJ), the parties (OFM and the Commission Staff) requested to set a new date for the evidentiary hearing due to an issue with the original notice of hearing that was served. A second evidentiary hearing was held before the ALJ on April 4, 2024, following service on March 12 and 13, 2024, of a revised notice of hearing. During the hearing, OFM presented the testimony and



exhibits of Dimitri Moussa, OFM's President. The testimony and exhibits were then adopted by Lance van der Spuy, OFM's Chief Financial Officer, who confirmed that the direct testimony of Mr. Moussa was truthful and accurate and there were no material changes to the direct testimony of Mr. Moussa. At the close of the hearing, the parties waived compliance with Section 81 of the Michigan Administrative Procedures Act of 1969, MCL 24.281.

After a review of the application, testimony, and exhibits, as amended, the Commission finds that approval of the application is in the public interest. On numerous occasions, the Commission has found that competition can be advantageous to the residents of this state. Approval of the request for a license to provide basic local exchange service will expand the opportunities for competition. Accordingly, the application, as amended, is approved.

The grant of a license is conditioned on full compliance with the provisions of the MTA, as well as the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703. Failure to comply fully may result in revocation of the license and other penalties. The grant of a license is conditioned upon the provision of service to customers within a reasonable time. Failure to do so may result in revocation of the license. Finally, the Commission notes that any numbers obtained by the applicant are a public resource and are not owned by the applicant. If the applicant fails to provide service or goes out of business, any numbers assigned to it are subject to reclamation.

THEREFORE, IT IS ORDERED that:

A. Open Fiber Michigan LLC is granted a license to provide basic local exchange service throughout the state of Michigan.

B. Open Fiber Michigan LLC shall provide basic local exchange service in accordance with the regulatory requirements specified in the Michigan Telecommunications Act, MCL 484.2101 *et*



*seq.*, including the number portability provisions of MCL 484.2358, the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703.

C. Before commencing basic local exchange service, Open Fiber Michigan LLC shall submit its tariff reflecting the services that it will offer and identifying the exchanges in which it will offer service.

The Commission reserves jurisdiction and may issue further orders as necessary.



Any party desiring to appeal this order must do so by the filing of a claim of appeal in the Michigan Court of Appeals within 30 days of the issuance of this order, under MCL 484.2203(12). To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov) and to the Michigan Department of Attorney General - Public Service Division at [pungpl@michigan.gov](mailto:pungpl@michigan.gov). In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION



---

Daniel C. Scripps, Chair



---

Katherine L. Peretick, Commissioner



---

Alessandra R. Carreon, Commissioner

By its action of April 25, 2024.



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Lisa Felice, Executive Secretary



# PROOF OF SERVICE

STATE OF MICHIGAN )

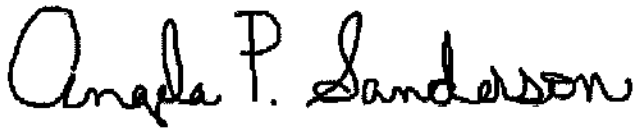
Case No. U-21475

County of Ingham )

Brianna Brown being duly sworn, deposes and says that on April 25, 2024 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).

  
Brianna Brown

Subscribed and sworn to before me  
this 25<sup>th</sup> day of April 2024.



Angela P. Sanderson  
Notary Public, Shiawassee County, Michigan  
As acting in Eaton County  
My Commission Expires: May 21, 2024

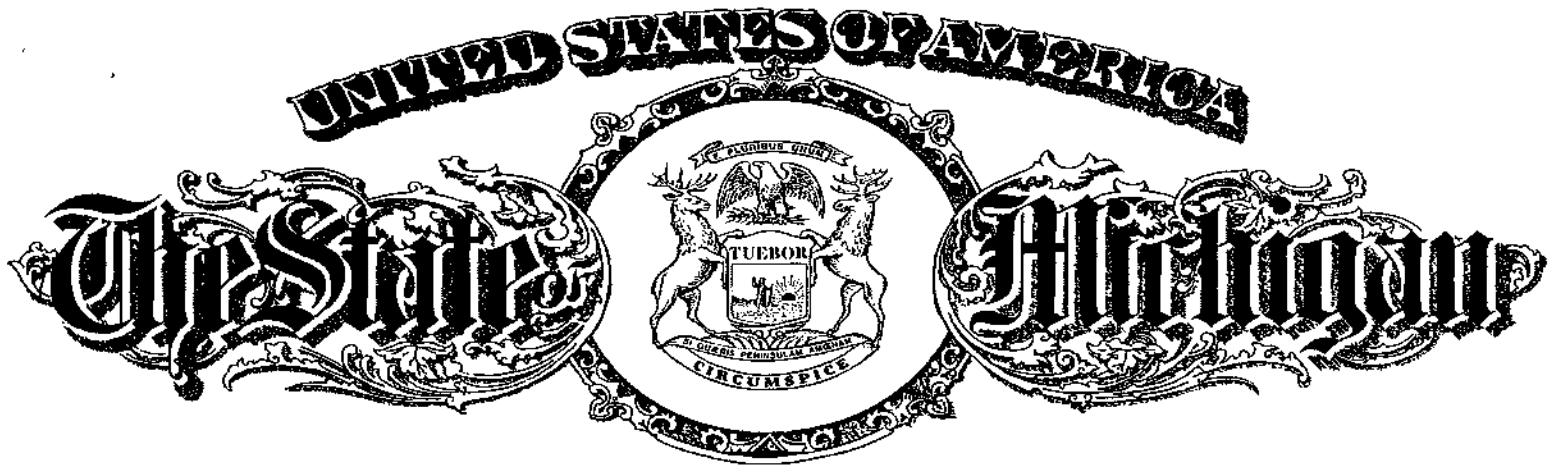


**Service List for Case: U-21475**

---

Name	On Behalf Of	Email Address
Monica M. Stephens	MPSC Staff	stephensm11@michigan.gov
Open Fiber Michigan LLC	Open Fiber Michigan LLC	legal@ripplefiber.com
Patrick D. Crocker	Open Fiber Michigan LLC	patrick@crockerlawfirm.com
Sally L. Wallace	ALJs - MPSC	wallaces2@michigan.gov





**Department of Licensing and Regulatory Affairs**

**Lansing, Michigan**

*This is to Certify That*

**OPEN FIBER MICHIGAN LLC**

*was validly authorized on August 4 , 2022, as a Michigan  
DOMESTIC LIMITED LIABILITY COMPANY  
and said limited liability company is validly in existence under the laws of this state and has satisfied its  
annual filing obligations.*

*This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is  
in good standing in Michigan as of this date.*

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



**Sent by electronic transmission**

**Certificate Number: 24070597004**

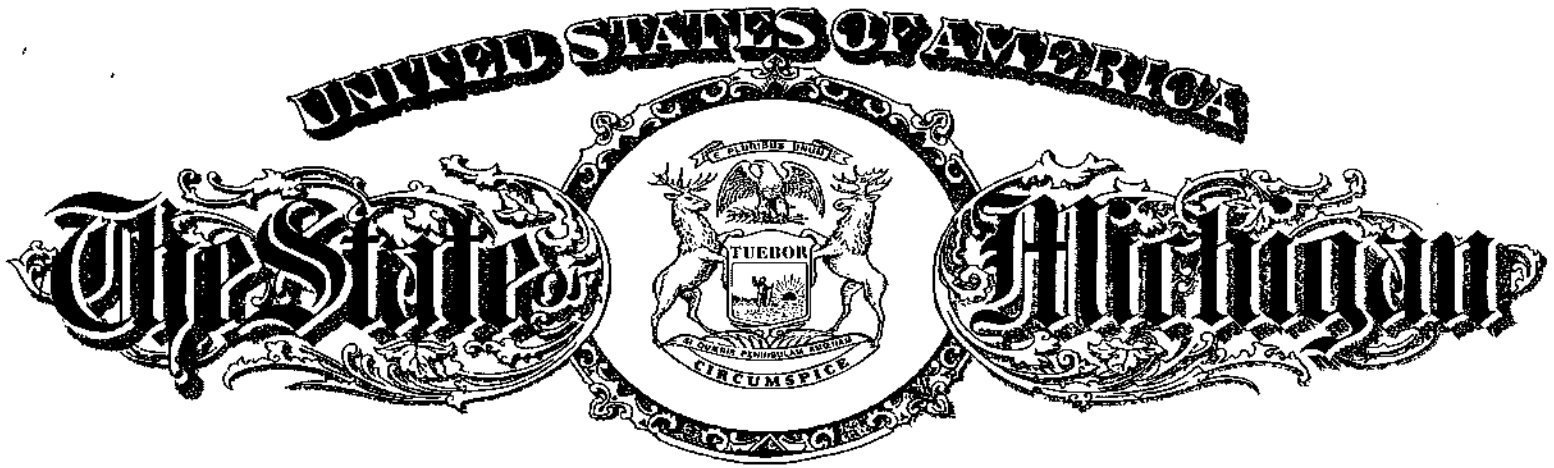
*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 29th day of July , 2024.*

A handwritten signature in black ink, reading "Linda Clegg".

**Linda Clegg, Director**

**Corporations, Securities & Commercial Licensing Bureau**





**Department of Licensing and Regulatory Affairs**

**Lansing, Michigan**

*This is to Certify That*

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given it in every court and office within the United States.*



**Sent by electronic transmission**

**Certificate Number: 24070597004**

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 29th day of July, 2024.*

A handwritten signature in black ink, reading "Linda Clegg".

**Linda Clegg, Director**

**Corporations, Securities & Commercial Licensing Bureau**



Filed by Corporations Division Administrator Filing Number: 224785586300 Date: 02/14/2024



Form Revision Date 07/201

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

Identification Number: 802896288

Annual Statement Filing Year: 2024

**1. Limited Liability Company Name:**

OPEN FIBER MICHIGAN LLC

**2. The street address of the limited liability company's registered office and name of the resident agent at that office:****1. Resident Agent Name:** HENRY J. ANDRIES, JR.**2. Street Address:** 33 BLOOMFIELD HILLS PARKWAY**Apt/Suite/Other:** SUITE 125**City:** BLOOMFIELD HILLS**State:** MI**Zip Code:** 48304**3. Mailing address of the registered office:****P.O. Box or Street Address:** 33 BLOOMFIELD HILLS PARKWAY**Apt/Suite/Other:** SUITE 125**City:** BLOOMFIELD HILLS**State:** MI**Zip Code:** 48304

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

Signed this 13th Day of February, 2024 by:

Signature	Title	Title if "Other" was selected
Henry J. Andries, Jr.	Authorized Agent	

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

☐ Decline ☒ Accept



Filed by Corporations Division Administrator Filing Number: 224785586300 Date: 02/14/2024

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

***This is to Certify that the 2024 ANNUAL STATEMENT***  
***for***

***OPEN FIBER MICHIGAN LLC***

***ID Number: 802896288***

***received by electronic transmission on February 13, 2024 , is hereby endorsed.***

***Filed on February 14, 2024 , by the Administrator.***

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



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of February, 2024.***

*Linda Clegg*

***Linda Clegg, Director***  
***Corporations, Securities & Commercial Licensing Bureau***



Certificate Of Completion

Envelope Id: 656E5FA0-5AF7-4540-9EB4-BEF18C049917		Status: Completed
Subject: Complete with Docusign: METRO Act Telecommunication right of way permit Ripple Fiber (ID 114662...		
Source Envelope:		
Document Pages: 38	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Jennifer Decker
AutoNav: Enabled		1 City Sq Ste 215
Envelopeld Stamping: Enabled		Warren, MI 48093
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		jdecker@cityofwarren.org
		IP Address: 24.127.1.78

Record Tracking

Status: Original	Holder: Jennifer Decker	Location: DocuSign
9/2/2025 7:19:22 AM	jdecker@cityofwarren.org	

Signer Events

Signature	Timestamp
<div><div>Signed by:</div><div><i>Lori M. Stone</i></div><div>76FABF22E3214B9...</div></div>	<div>Sent: 9/2/2025 7:26:35 AM</div> <div>Viewed: 9/3/2025 9:05:07 AM</div> <div>Signed: 9/3/2025 9:05:19 AM</div>
Lori M. Stone lstone@cityofwarren.org Mayor Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style Using IP Address: 24.127.1.78	

Electronic Record and Signature Disclosure:  
Accepted: 9/3/2025 9:05:07 AM  
ID: 95d3012a-90ee-46a3-8db9-0534e40ce34a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Ayasha Bahar abahar@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None)	<div>COPIED</div>	<div>Sent: 9/2/2025 7:26:36 AM</div> <div>Viewed: 9/2/2025 7:36:18 AM</div>

Electronic Record and Signature Disclosure:  
Not Offered via Docusign

Jennifer Decker jdecker@cityofwarren.org Security Level: Email, Account Authentication (None)	<div>COPIED</div>	<div>Sent: 9/2/2025 7:26:36 AM</div> <div>Resent: 9/3/2025 9:05:22 AM</div>
Electronic Record and Signature Disclosure: Not Offered via Docusign		



Carbon Copy Events	Status	Timestamp
Judy Smith jsmith@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign	COPIED	Sent: 9/2/2025 7:26:36 AM
mayor mayor@cityofwarren.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/29/2025 1:58:25 PM ID: b2f2d665-ead6-4386-bd3d-358a7db1b97d	COPIED	Sent: 9/2/2025 7:26:36 AM
Tina Gapshes tgapshes@cityofwarren.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign	COPIED	Sent: 9/2/2025 7:26:37 AM Viewed: 9/2/2025 8:14:16 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/2/2025 7:26:37 AM
Certified Delivered	Security Checked	9/3/2025 9:05:07 AM
Signing Complete	Security Checked	9/3/2025 9:05:19 AM
Completed	Security Checked	9/3/2025 9:05:19 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Warren (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Warren:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org)

### **To advise City of Warren of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Warren**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Warren**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Warren as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Warren during the course of your relationship with City of Warren.





## MEMORANDUM

DATE: September 3, 2025

TO: Mindy Moore, Council Secretary

RE: New Appointment to Historical Commission

City Council:

Pursuant to the Code of Ordinances, Chapter 2, Section 2-122 and the authority vested in me, I hereby notify you of the following new appointment:

Name	Date of Expiration
Matthew Lunsford	February 25, 2028

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Lori M. Stone", with a stylized flourish at the end.

Lori M. Stone  
Mayor

Cc: Clerk  
Historical Commission





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

## City Commission / Board Application

Commission / Board applied for: Warren Historical Commission

Name: Matthew (Matt) Lunsford

Address: 

Phone: Home: ( ) Work: ( ) Cell: 

Email Address: 

Driver's License Number (for internal use ONLY): 

Number of Years a Warren Resident: 26

Warren Business Owner? No

(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: Currently: Publishing & Printing Specialist (Dept of Treasury)  
Print Technician (Writer - Editor (Department of Defense))  
Teacher - High School (social studies & English)  
Pattern Maker (wood) focused on the automotive & aerospace  
Retail  
Freelance

(Continued on reverse side)



Education: Bachelor of Science in Secondary Social Studies education.  
Major: History  
Minor: Political Science

Affiliations (Clubs, Fraternal, Military, Church, etc.): N/A

Political Offices held, if any (Please include dates of service): N/A

Please feel free to add any additional information: N/A

**\*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](mailto:mayor@cityofwarren.org)**



(Property Address)

Parcel Number:

Account Number:



**Customer Name:** LUNSFORD MATTHEW

**Summary Information**

> **Residential Building Summary**

- Year Built: 1957
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 1
- Sq. Feet: 1,560
- Acres: 0.184

> Assessed Value: \$130,310 | Taxable Value: \$60,290

> Property Tax information found

> 2 Building Department records found

> **Utility Billing information found**

Item 1 of 2

1 Image / 1 Sketch

**Owner Information**

LUNSFORD MATTHEW

**Amount Due**

Property Total **\$0.00**

**Permits**

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

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Plumbing	PP12-100906		Finalized	2/13/2012	3/5/2012	\$0.00	<a href="#">View</a>

1

Displaying items 1 - 1 of 1

[Apply for a Permit](#)

**Attachments**

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

No records to display.

Displaying items 0 - 0 of 0

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

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(Property Address)

Parcel Number:

Account Number:



**Customer Name:** LUNSFORD MATTHEW

**Summary Information**

> **Residential Building Summary**

- Year Built: 1957
- Full Baths: 1
- Sq. Feet: 1,560
- Bedroom: 3
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- Acres: 0.184

> Assessed Value: \$130,310 | Taxable Value: \$60,290

> Property Tax information found

> 2 Building Department records found

> Utility Billing information found

Item 1 of 2

1 Image / 1 Sketch

**Owner and Taxpayer Information**

**Owner**

LUNSFORD MATTHEW

**Taxpayer**

SEE OWNER INFORMATION

**Legal Description**

"NATHAN KLING SUBDIVISION" N 3.0 FT LOT 81 AND ALL OF LOT 82 L 38 P.47-48

**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

8/29/2025

**Recalculate**

**Tax History**

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2025	Summer	\$3,683.03	\$3,683.03	07/14/2025	\$0.00
2024	Winter	\$88.93	\$88.93	12/17/2024	\$0.00
2024	Summer	\$3,621.33	\$3,621.33	08/03/2024	\$0.00
2023	Winter	\$89.74	\$89.74	01/15/2024	\$0.00
2023	Summer	\$3,506.59	\$3,506.59	07/21/2023	\$0.00
2022	Winter	\$80.98	\$80.98	01/16/2023	\$0.00
2022	Summer	\$3,307.27	\$3,307.27	07/18/2022	\$0.00
2021	Winter	\$184.04	\$184.04	12/18/2021	\$0.00
2021	Summer	\$3,151.06	\$3,151.06	11/24/2021	\$0.00
2020	Winter	\$84.28	\$84.28	12/05/2020	\$0.00

[Load More Years](#)

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

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(Property Address)

Parcel Number:

Account Number:



Customer Name: LUNSORD MATTHEW

UB Customer Name: OCCUPANT

Summary Information

> Residential Building Summary

- Year Built: 1957
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 1
- Sq. Feet: 1,560
- Acres: 0.184

> Utility Billing information found

> Assessed Value: \$130,310 | Taxable Value: \$60,290

> Property Tax information found

> 2 Building Department records found

Item 1 of 2

1 Image / 1 Sketch

Customer Information

Name

OCCUPANT

Address

Account Number

208916778

Amount Due

Total Amount Due

\$0.00

[Pay Now](#)

Current Bill

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

Amount Due	\$0.00	Bill From	07/01/2025		
Due Date	08/29/2025	Bill To	07/30/2025		
Billing Item		Previous Amount	Current Amount	Penalties & Interest	Balance
REFUND		\$0.00	\$0.00	\$0.00	\$0.00
SEWER		\$0.00	\$0.00	\$0.00	\$0.00
SEWER SERVICE CHARGE		\$0.00	\$0.00	\$0.00	\$0.00
STATE MANDATED FEE		\$0.00	\$0.00	\$0.00	\$0.00
WATER		\$0.00	\$0.00	\$0.00	\$0.00
WATER SERVICE CHARGE		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00

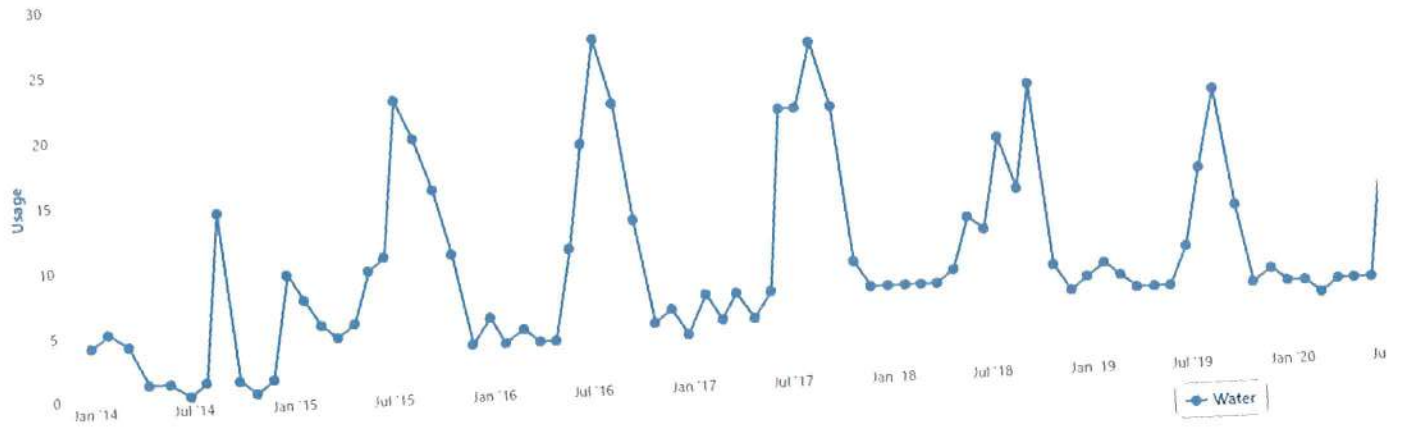
History (429 Items Found)

Starting Date	Ending Date						
Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/18/2025	Payment Posted	0005723036		0.00	0.00	(\$82.82)	\$0.00
8/12/2025	Bill Calculated	07/01/25-07/30/25		0.00	0.00	\$82.82	\$82.82
7/30/2025	Meter Read	Water		1447.00	8.00	\$0.00	\$0.00
7/15/2025	Payment Posted	0005668629		0.00	0.00	(\$87.76)	\$0.00
7/11/2025	Bill Calculated	05/30/25-07/01/25		0.00	0.00	\$87.76	\$87.76
7/1/2025	Meter Read	Water		1439.00	9.00	\$0.00	\$0.00
6/18/2025	Payment Posted	0005627012		0.00	0.00	(\$59.46)	\$0.00
6/11/2025	Bill Calculated	04/30/25-05/30/25		0.00	0.00	\$59.46	\$59.46
5/30/2025	Meter Read	Water		1430.00	6.00	\$0.00	\$0.00
5/17/2025	Payment Posted	0005584855		0.00	0.00	(\$68.90)	\$0.00
5/13/2025	Bill Calculated	03/31/25-04/30/25		0.00	0.00	\$68.90	\$68.90
4/30/2025	Meter Read	Water		1424.00	7.00	\$0.00	\$0.00
4/20/2025	Payment Posted	0005545637		0.00	0.00	(\$68.90)	\$0.00

Usage History Chart



## Usage History



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

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**CITY ATTORNEY'S OFFICE**

One City Square, Suite 400  
WARREN, MI 48093  
(586) 574-4671  
FAX (586) 574-4530  
[www.cityofwarren.org](http://www.cityofwarren.org)

September 3, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren

**Re: Proposed Resolution to Opt-in to Participate in National Opioid Litigation Settlement with Purdue Pharmaceuticals and Sackler family and Eight Opioid Manufacturers and Authorizing the Mayor and Clerk to Execute the Michigan State – Subdivision Agreement for Allocation of Opioid Settlement Agreements**

Dear Council Secretary Moore:

Attached is a resolution to opt-in to two major settlements in the national opioid litigation. The settlements are with Purdue Pharmaceuticals and the Sackler family ("Purdue Pharma Settlement") and with a group of eight opioid manufacturers ("the Manufacturer Settlement").

In 2018, the City retained Edelson PC and Kirk Huth Badalamenti, PLC to make drug manufacturers and distributors accountable for the harmful effects of opioid abuse to the public health and safety. Their actions qualified the City to participate in national settlements with pharmaceutical entities, apportioned according to a State of Michigan allocation agreement.

Edelson attorney Theo Benjamin provided the City with notice of two new settlements, as described in his information summary attached. The Pharma Settlement is estimated to yield \$807,255.75 for the City of Warren over a span of approximately three years. The Manufacturer Settlement is expected to bring an additional \$126,133.71.

The deadlines to opt-in are September 30, 2025 for the Purdue Pharma Settlement and October 8, 2025 for the Manufacturer Settlement. The funds are apportioned according to an allocation agreement with the Michigan Attorney General. The attached Michigan State-Subdivision Agreement for Allocation of Opioid Settlement Agreements ratifies and restates all prior agreements for prior settlements. The City has net \$2,729,921.36, plus 167,536.34 from the opioid litigation settlements. Mayor Stone is currently developing a procedure for opioid settlement fund distribution consistent with federal guidelines.

The funds will be used for the prevention and remediation of opioid abuse in the community. If acceptable, please submit the proposed resolution and other supporting documentation to Council for its meeting on September 9, 2025.

Approved:

Signed by:

*Lori M. Stone*

Lori M. Stone  
Mayor

Respectfully,

*Mary Michaels*

Mary Michaels  
Acting City Attorney

cc: Robert Huth, Esq.  
Theo Benjamin, Esq.  
Eric Hawkins, Police Commissioner

Kristina Battle, Budget Director  
Richard Fox, Controller  
Mark Knapp, Assistant Controller



**RESOLUTION AUTHORIZING OPT-IN AND PARTICIPATION IN  
PURDUE PHARMA SETTLEMENT AND MANUFACTURER SETTLEMENTS IN  
NATIONAL OPIOID LITIGATION**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on September 9, 2025 at 7 p.m. Daylight Savings Time, in the Council Chamber, Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

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

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

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

The City of Warren recognizes the widespread and reckless abuse of opioid drugs.

In 2018, the City of Warren retained the law firms Edelson PC and Kirk, Huth & Badalamenti, PLC to take legal action against drug manufacturers to combat opioid marketing, sales or distribution, and harmful effect upon law enforcement, emergency services, and human life.

The litigation has already yielded significant funding to arm the City with resources to effectively prevent, treat and remediate drug abuse.

Kirk, Huth & Badalamenti and Edelson PC notified the City of the opportunity to recover funds from two new settlements involving Purdue Pharmaceuticals and the Sackler family ("Purdue Pharma Settlement") and eight opioid manufacturers ("Manufacturer Settlement"). This settlement will result in the highest yield for the City of Warren.



The opt-in deadline for the Purdue Pharma Settlement is September 30, 2025 and the opt-in date for the Manufacturer Settlement is October 8 2025.

The Mayor is recommending that the City opt-in to participate in the settlements to bring the City additional funds to combat substance abuse in the community.

**THEREFORE, IT IS RESOLVED** that the City Council approves the City of Warren participation in the Purdue Pharma Settlement and the Manufacturer Settlement and authorizes Edelson PC and Kirk, Huth & Badalamenti, PLC to execute the documentation necessary to participate in the settlements.

**IT IS FURTHER RESOLVED**, that Council authorizes the Mayor and Clerk to execute the Michigan State-Subdivision Agreements for Allocation of Opioid Settlement, and any other participation or release form associated with the settlements.

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

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

RESOLUTION DECLARED ADOPTED this 9<sup>th</sup> day of September, 2025.

\_\_\_\_\_  
MINDY MOORE  
Council Secretary

CERTIFICATION

STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF MACOMB )

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 on September 9, 2025.

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





August 29, 2025

MEMORANDUM FOR City of Warren  
FROM Edelson PC  
SUBJECT: National Opioid Settlements – Purdue Pharma and Manufacturers

This memo provides an overview of two national opioid settlements recently reached with Purdue Pharmaceuticals and the Sackler family (the “Purdue Pharma Settlement”) and with eight opioid manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus) (the “Manufacturer Settlement”).

**Action items:** The City of Warren has an opportunity to join these settlements and has until **September 30, 2025** to opt in to the Purdue Pharma Settlement and **October 8, 2025** to opt into the Manufacturer Settlement.

More details about the settlements and next steps are below.

## I. Settlement Overview

The long-anticipated **Purdue Pharma Settlement**, involving Purdue and the Sackler family, has been approved after an appeal to the U.S. Supreme Court. The City of Warren signed onto the earlier version of the settlement, but after years of appeals there are now more funds available. The settlement now totals \$7.4 billion.

Most of the settlement funds will be distributed in the first three years. The structure of the settlement is as follows:

- The Sacklers will pay \$1.5 billion, and Purdue will pay approximately \$900 million in the first payment.
- The Settlement will thereafter include payments of \$500 million after one year, an additional \$500 million after two years, and \$400 million after three years.

According to the Michigan State-Subdivision Agreement, the City of Warren is estimated to receive \$807,255.75 from the settlement over the years. The deadline to vote in favor of the Plan is **September 30, 2025**. The opt-in form is attached hereto as Appendix A.

The **Manufacturer Settlement** was recently announced and involves eight opioid manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. While these manufacturers were not named in the City of Warren’s Complaint, the Michigan State Subdivision



Agreement allows eligible subdivisions like yours to receive funds if certain conditions are met, which is explained below. The total settlement funds available for the Manufacturer Settlement is \$720 million, and the City of Warren is estimated to receive **\$126,133.71**. The deadline to sign on is **October 8, 2025**. The opt in form is attached hereto as Appendix B.

The new settlements are substantially similar in many respects to the prior opioid settlement agreements, which Warren opted into in 2022, including with the “Big Three Distributors” (McKesson Corp., Cardinal Health, Inc., and AmerisourceBergen Corp.), and Johnson & Johnson’s subsidiary Janssen (“J&J”).<sup>1</sup> As with the prior settlements, monies will be distributed pursuant to the terms of the Michigan State-Subdivision Agreement and requires the City of Warren to sign onto this agreement, which is attached hereto as Appendix C.

The entities eligible to participate in settlements include participating States and their local governmental entities, referred to as “Subdivisions,” which include counties, municipalities, townships, and school districts. The settlement is designed to encourage full participation by States and Subdivisions in order to achieve “global peace” and avoid future litigation. The subdivisions eligible to receive direct distributions from any settlement funds are found in Appendix C<sup>2</sup>, and include (i) all Michigan counties, (ii) all litigating municipalities and, (iii) non-litigating municipalities with populations over 30,000 or local subdivisions with a population between 10,000 to 30,000.

The City of Warren named Purdue Pharma as defendants and are thus eligible to receive direct funds from those settlements. Because Warren is also a municipality with a population over 30,000, it is eligible to receive funds from the Manufacturer Settlement.

The settlements provide communities like Warren with a great opportunity to use funds for opioid remediation and abatement, and provide Warren with flexibility to determine how funds should be used, including for example by

- Expanding training for first responders, schools, community support groups, and families,
- Increasing distribution of FDA approved opioid reversal drugs such as Naloxone and other Medication Assisted Treatment drugs (MAT), and
- Supporting efforts to discourage or prevent misuse of opioids through funding media campaigns, public education relating to drug disposal, and school-based or youth focused programs or strategies that have demonstrated effectiveness in preventing drug misuse.

---

The City of Warren has started receiving payments under the Janssen and Distributor settlements. Payments from the Distributor settlements will continue over the next 16 years, but are likely to be accelerated.

For ease of reference, the Michigan-specific state allocation agreement that governs allocation of national opioid funds is linked here: <https://nationalopioidsettlement.com/wp-content/uploads/2022/01/Michigan-State-Subdivision-Agreement-1-5-22-with-Signature-and-1-subst.pdf>



EDELSON PC | WWW.EDELSON.COM



## **II Recommendation & Next Steps**

Based on information to date, we believe the City of Warren should participate in the settlements. We believe these settlements represent the best solution under the circumstances and considering the risks of pursuing separate litigation against these defendants.

As far as next steps, the settlements require that the City of Warren take affirmative steps to "opt in" and participate in the settlements by **September 30, 2025** (Purdue Pharma Settlement) and **October 8, 2025** (Manufacturer Settlement). As with prior practice, we are happy to take care of the opt-in process following approval for the City.



# APPENDIX A



New National Opioids Settlement Purdue  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Warren city, MI  
Reference Number CL-1735791

**TO LOCAL POLITICAL SUBDIVISIONS:**

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**Deadline: September 30, 2025**

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Michigan, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims
- A copy, for your reference, of the updated Michigan State-Subdivision Agreement, which is in the process of being ratified

**The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.**

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become



effective. If the Purdue Settlement does not move forward, that release will not become effective

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created

### **Updated Michigan State-Subdivision Agreement**

Michigan is in the process of ratifying an updated State-Subdivision Agreement. A copy, for your reference, is included in this packet. The updated agreement restates, combines, and amends all prior Michigan State-Subdivision Agreements. To provide greater certainty in what proposed uses of opioid settlement funds qualify as opioid remediation, and to provide greater coordination and transparency, the updated agreement: (1) allows participating local governments to request generalized guidance from the Michigan Department of Attorney General on certain topics, (2) institutes an annual reporting requirement for the State and some participating local governments, and (3) allows participating local governments and the State to ask each other for additional information about opioid expenditures or allocations

### **How to return signed forms:**

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator

- (1) *Electronic Signature via DocuSign*. Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to



meet higher settlement payment thresholds, and is therefore strongly encouraged

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed Participation Form via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed Participation Form using DocuSign, the signed Participation Form may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID]

Detailed instructions on how to sign and return the Participation Form, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.**

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

**The sign-on period for subdivisions ends on September 30, 2025.**

If you have any questions about executing the Participation Form, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Assistant Attorney General Matt Walker at 517-335-7622 or [AG-OpioidLitigation@michigan.gov](mailto:AG-OpioidLitigation@michigan.gov)

Thank you,

Implementation Administrator for the Purdue Direct Settlement

*The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.*



**EXHIBIT K****Subdivision Participation and Release Form**

Governmental Entity	Warren city	State	MI
Authorized Signatory			
Address 1			
Address 2			
City, State, Zip			
Phone			
Email			

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")<sup>1</sup>, and acting through the undersigned authorized official hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows:

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

<sup>1</sup> Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.





Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released





Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasers to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasers.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releaser may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasers do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.





I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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





# APPENDIX B



New National Opioids Settlement- Secondary Manufacturers  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Warren city, MI  
Reference Number. CL-1766153

**TO LOCAL POLITICAL SUBDIVISIONS:**

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW  
NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU  
MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**Deadline: October 8, 2025**

A new proposed national opioids settlement ("Secondary Manufacturers Settlements") has been reached with eight opioids manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants") This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision

You are receiving this *Combined Participation Package* because Michigan is participating in the Secondary Manufacturers Settlements

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement

This electronic envelope contains

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims
- A copy, for your reference, of the updated Michigan State-Subdivision Agreement, which is in the process of being ratified

**The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.**

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective



Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating, decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P., and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

### **Updated Michigan State-Subdivision Agreement**

Michigan is in the process of ratifying an updated State-Subdivision Agreement. A copy, for your reference, is included in this packet. The updated agreement restates, combines, and amends all prior Michigan State-Subdivision Agreements. To provide greater certainty in what proposed uses of opioid settlement funds qualify as opioid remediation, and to provide greater coordination and transparency, the updated agreement (1) allows participating local governments to request generalized guidance from the Michigan Department of Attorney General on certain topics, (2) institutes an annual reporting requirement for the State and some participating local governments, and (3) allows participating local governments and the State to ask each other for additional information about opioid expenditures or allocations.

### **How to return signed forms:**

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*. Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's



records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign* DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail* If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line *Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID]*.

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

### **The sign-on period for subdivisions ends on October 8, 2025**

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Assistant Attorney General Matt Walker at 517 335-7622 or [AG-OpioidLitigation@michigan.gov](mailto:AG-OpioidLitigation@michigan.gov).

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.*



**EXHIBIT K****Secondary Manufacturers' Combined Subdivision Participation and Release Form**  
**("Combined Participation Form")**

Governmental Entity: Warren city	State: MI
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
  - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
  - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
  - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
  - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
  - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
  - f. Settlement Agreement for Viatrix Inc. ("Mylan") dated April 4, 2025.
  - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
  - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity





authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.<sup>1</sup>
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,<sup>2</sup> and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

<sup>1</sup> See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

<sup>2</sup> See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.





Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.





I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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





# APPENDIX C



## MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF OPIOID SETTLEMENT AGREEMENTS

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement. For clarity, this Agreement restates, combines, and amends all prior State-Subdivision Agreements and provides greater detail on reporting of opioid remediation expenditures.

### I. Definitions

As used in this Agreement

- A. "Administrative Fund" is 0.3% of the Local Government Share.
- B. "Actual Attorney Fees" are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government's Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. "Actual Total Recovery" is the aggregated monetary recovery that a Litigating Local Government receives, based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund, Special Circumstance Fund plus the aggregate amount paid by the Litigating Local Government Attorney Fee Fund. For the avoidance of doubt, this may be expressed mathematically as Actual Total Recovery = Final Allocation Percentage x (Local Government



Share -- aggregate Administrative Fund --aggregate Special Circumstance Fund + aggregate paid by LLGAFI).

- D. "Agreement" is this State-Subdivision Agreement.
- E. "De minimis-share Local Government" is a Participating Local Government whose Final Allocation Percentage is less than the percentage defined below:
  - 1. For the Distributor and Janssen National Opioid Settlements, less than 0.0023%.
  - 2. For the Allergan, Teva, CVS, Purdue/Sackler, Walmart, and Walgreens National Opioid Settlements, less than 0.0083%.
  - 3. For the Kroger Settlement and Generic Manufacturer National Opioid Settlements, less than 0.0011%.
- F. "Final Allocation Percentage" is a Participating Local Government's Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government for each Settlement.
- G. "Litigating Local Government Attorneys" are the law firms who were retained by the Litigating Local Governments.
- H. "Litigating Local Government Attorney Fee Fund" ("LLGAFI") is an adjustable percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- I. "Litigating Local Governments" are the entities indicated as litigating in Exhibit C of this Agreement.
- J. "Litigation Adjustment" is an adjustment applied to the Preliminary Allocation Percentage.
- K. "Local Government Share" is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- L. "Local Governments" are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the litigating and eligible Local Governments in each of the Settlements.



- M “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys
- N “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements
- O “Neutral Special Master” is an independent mediator selected by the State
- P “Opioid Remediation” is the term as defined by the Settlements
- Q “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for an individual Settlement
- R “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments
- S “Pharmaceutical Entities” are the “Released Entities” as defined by each individual Settlement
- T “Preliminary Allocation Percentage” is the percentage listed for a Local Government in Exhibit B of this agreement
- U “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for each individual Settlement and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements
- V “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund and Special Circumstance Fund. For the avoidance of doubt, this may be expressed mathematically as:  $\text{Projected Total Recovery} = \text{Final Allocation Percentage} \times (\text{Local Government Share} - \text{aggregate Administrative Fund} - \text{aggregate Special Circumstance Fund})$
- W “Reporting Local Governments” are the Local Governments identified in Exhibit D of this Agreement
- X “Settlements” are the following individual national opioid settlements



1. Allergan National Opioid Settlement,
  2. CVS National Opioid Settlement,
  3. Distributors National Opioid Settlement,
  4. Janssen National Opioid Settlement
  5. Kroger National Opioid Settlement,
  6. Purdue/Sackler National Opioid Settlement
  7. Generic Manufacturer National Opioid Settlements, which includes:
    - a. Alvogen National Opioid Settlement
    - b. Amneal National Opioid Settlement
    - c. Apotex National Opioid Settlement
    - d. Hikma National Opioid Settlement
    - e. Indivior National Opioid Settlement
    - f. Mylan National Opioid Settlement
    - g. Sun Pharmaceutical National Opioid Settlement
    - h. Zydus National Opioid Settlement
  8. Teva National Opioid Settlement,
  9. Walgreens National Opioid Settlement
  10. Walmart National Opioid Settlement
- Y. "Settlement Payments" are scheduled monetary payments received through the Settlements.



- Z. "Special Circumstance Fund" is 5% of the Local Government Share for each applicable Settlement.
- AA. "State" is the State of Michigan acting through its Attorney General or designees.
- BB. "State Share" is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

## II. Terms

1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

For the Allergan, CVS, Distributor, Janssen, Purdue/Sackler, Generic Manufacturer, Teva, Walgreens, and Walmart National Opioid Settlements:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

For the Kroger National Opioid Settlement:

- Litigating Local Government Attorney Fee Fund



5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. Exhibit C of this Agreement provides a list of Litigating Local Governments and the year in which they filed suit. In recognition of their commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of an additional percentage of their Preliminary Allocation Percentage, as follows:

For the Distributor and Janssen National Opioid Settlements:

- 16% Litigation Adjustment for Litigating Local Governments that served as a bellwether or filed suit in 2017
- 12% Litigation Adjustment for Litigating Local Governments that filed suit in 2018
- 8% Litigation Adjustment for Litigating Local Governments that filed suit in 2019

For the Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart National Opioid Settlements:

- 12% Litigation Adjustment

For the Kroger and Generic Manufacturer National Opioid Settlements:

- 10% Litigation Adjustment

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.

7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.



8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.
9. Attorney Fees:
  - a. Attorney fee payments may be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
  - b. To the extent that the LLGAF is drawn upon for paying a portion of a Litigating Local Government's attorney fees for any individual Settlement, Projected Attorney Fees for that Settlement shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery.
  - c. Projected Attorney Fees shall be paid by installments intended to minimize the amount of variability in payments to local governments. In no event shall the number of installments exceed (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
  - d. Litigating Local Government Attorneys must apply to the respective National Contingency Fee Fund for each Settlement and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to a National Attorney Contingency Fee Fund and that National Attorney Contingency Fee Fund does not pay the full Projected Attorney Fee installment payment, the LLGAFF shall pay the deficiency for that installment. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the respective national settlement agreement applicable to such payments that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
  - e. In instances where the LLGAF is drawn upon to pay a deficiency as set forth in paragraph 9.c, the sum of all deficiency payments for that respective settlement shall be no more than:



For the Allergan, CVS, Distributor, Janssen, Purdue/Sackler, Teva, Walgreens, and Walmart National Opioid Settlements:

- 15% of the Litigating Local Government's Projected Total Recovery

For the Kroger and Generic Manufacturer National Opioid Settlements:

- 5% of the Litigating Local Government's Projected Total Recovery

- f. In instances where the LLGAF is drawn upon to pay a deficiency as set forth in paragraph 9.c, Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery. In instances where the LLGAF is not drawn upon to pay a portion of contingent attorney fees, such fees shall be paid from the National Contingency Fee Fund as set forth under that Settlement with whatever restrictions are applicable to that Settlement.
- g. In instances where the LLGAF is drawn upon to pay a portion of attorney fees, if a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- h. In instances where the LLGAF is drawn upon to pay a portion of attorney fees, the Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund:

- a. An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. The allocation decisions of the Neutral Special Master shall be final and not appealable. An application to the Special Circumstance



Fund may not be made with the express purpose of offsetting the Litigation Adjustment.

- b. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund.
- c. The Neutral Special Master shall be paid solely from the Administrative Fund.
- d. The deadline for initial applications to the Allergan, CVS, Distributors, Janssen, Teva, Walgreens, and Walmart Special Circumstance Fund occurred on November 10, 2023. Applications were reviewed and an allocation determination was made by the Neutral Special Master. These Special Circumstance Fund allocation determinations expire after 2030.
- e. An application period for the Purdue/Sackler and Generic Manufacturer Special Circumstance Fund shall be available in 2026 or 2027. The specific application deadline shall be determined by the Michigan Department of Attorney General. Notice of the deadline shall be provided to all Participating Local Government at least two months prior to the deadline.
- f. An additional application for all Settlements where the Special Circumstance Fund offset is applicable shall be available in 2030. Any allocation decision shall apply to Special Circumstance Funds withheld in 2031 and shall continue to apply to Special Circumstance Funds withheld from the remaining Settlement Payments for each Settlement. The specific application deadline shall be determined by the Michigan Department of Attorney General. Notice of the deadline shall be provided to all Participating Local Government at least two months prior to the deadline.
- g. Attorney fees may be assessed on a Special Circumstance Fund allocation. To the extent that an attorney asserts a contingency fee interest upon a Special Circumstance fund allocation, that fee interest shall be capped at 15% of the fund allocation. Payment of attorney fees for a Special Circumstance fund allocation are the responsibility of the Participating Local Subdivision.



11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
  - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage applicable to the Settlement from which the money was withheld.
  - b. Any portion of the Special Circumstance Fund withheld from each Settlement that is unallocated by the Neutral Special Master shall revert to the Local Government Share for distribution to Participating Local Governments, in accordance with their Final Allocation Percentage applicable to that Settlement.
  - c. Any amounts remaining in the LLGAF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage applicable to the Settlement from which the money was withheld. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.



14. Use and Reporting of Settlement Fund Expenditures for Opioid Remediation:

To provide greater certainty in what proposed uses of Settlement Funds qualify as Opioid Remediation, and to provide greater coordination and transparency of the uses of such funds, the Parties agree as follows:

- a. At the request of a Participating Local Government, or on its own accord, the Michigan Department of Attorney General may issue generalized guidance about the Settlements, this Agreement, or whether proposed expenditures of Settlement Payments qualify as Opioid Remediation. Issuance of generalized guidance is solely within the discretion of the Michigan Department of Attorney General.
- b. Starting with Fiscal Year 2026, the State, and Reporting Local Governments that receive Settlement Payments under any of the Settlements shall provide documentation sufficient to show the receipt and expenditure of such funds. Such documentation may take one of two forms:
  - i) The State or Reporting Local Government may produce an annual fiscal year report, similar in form to Exhibit F, which states a. how much money they have received from Settlement Payments in the fiscal year, b. how much money from Settlement Payments they have spent or allocated in the fiscal year, and c. a description of where the Settlement Payments were allocated to or what the Settlement Payments were spent on; or
  - ii) As an alternative to production of an annual fiscal year report, the State or Reporting Local Government may produce budgeting and accounting documents that are sufficient to identify the items listed above.

The State and Reporting Local Governments shall provide such documents on an annual basis, at minimum. A report is not necessary if a Reporting Local Government voluntarily assigns 100% of its share to other Participating Local Governments. The State may provide the necessary information via webpage. Reporting Local Governments may provide their report electronically.



- c. The State and Participating Local Governments may make requests for additional information about an expenditure or allocation. Requests to the State for additional information shall be directed to the Department of Attorney General.

### III. Other Terms and Conditions

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the Settlements or this Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate state court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement supersedes all previous oral or written communications, representations, or agreements on this subject.



8. Construction: The Parties mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents of this Agreement, and that they have voluntarily executed the same. The Parties further mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This agreement shall become effective on the date on which the last signature necessary to meet the requirements set forth in the Settlements is affixed to this agreement.



Exhibit A-1 Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

## Exhibit A - Final Allocation Percentages

Local Government	Distributor and Janssen Final Allocation Percentage
Ada Township	0.0041016955%
Adrian City	0.0318335432%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0016436045%
Allegan County	0.4327148528%
Allen Park City	0.0601942865%
Allendale Charter Township	0.0043561388%
Alpena County	0.3552568075%
Alpine Charter Township	0.0014241321%
Ann Arbor City	0.2594452998%
Antrim County	0.2666726546%
Antwerp Township	0.0007355534%
Arenac County	0.1805504891%
Auburn Hills City	0.0659163711%
Bangor Charter Township	0.0061189832%
Baraga County	0.0830046065%
Barry County	0.2425000193%
Bath Charter Township	0.0301307953%
Battle Creek City	0.1917564588%
Bay City	0.0642866795%
Bay County	1.1889744773%
Bedford Township	0.0231086673%
Benton Charter Township	0.0508131806%
Benzie County	0.1559709002%
Berkley City	0.0201037399%
Bernien County	1.4353012866%
Beverly Hills Village	0.0257660336%
Big Rapids City	0.0137263834%
Birmingham City	0.0577450060%
Blackman Charter Township	0.0000000000%
Bloomfield Charter Township	0.1341703863%
Branch County	0.3823020966%
Brandon Charter Township	0.0167167533%
Brighton Township	0.0005670107%



Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Brownstown Charter Township	0.0579821158%
Burton City	0.0185856758%
Byron Township	0.0080424445%
Cadillac City	0.0555690910%
Caledonia Charter Township	0.0025848973%
Calhoun County	1.7844566727%
Cannon Township	0.0031018767%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0113589166%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3054123138%
Chesterfield Charter Township	0.1183364667%
Chippewa County	0.2775927323%
Clare County	0.2624296608%
Clawson City	0.0130752231%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0072438662%
Commerce Charter Township	0.0186388163%
Comstock Charter Township	0.0079220184%
Cooper Charter Township	0.0008989520%
Crawford County	0.2886253251%
Davison Township	0.0082901645%
Dearborn City	0.2808727222%
Dearborn Heights City	0.0987568625%
Delhi Charter Township	0.0184418634%
Delta Charter Township	0.0380115648%
Delta County	0.2697502485%
Detroit City	7.3863551292%
Detroit Wayne Mental Health Authority	0.0000000000%
Dewitt Charter Township	0.0344650518%
Dickinson County	0.2772929170%
East Bay Township	0.0013728560%
East Grand Rapids City	0.0194355013%
East Lansing City	0.1928773141%
Eastpointe City	0.1572102867%
Eaton County	1.0040382409%



Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Egelston Township	0.0055491844%
Emmet County	0.1699583348%
Emmet Charter Township	0.0076288033%
Escanaba City	0.0187485878%
Farmington City	0.0206439955%
Farmington Hills City	0.1547676289%
Fenton Charter Township	0.0017365497%
Fenton City	0.0449540568%
Ferndale City	0.0835266239%
Flat Rock City	0.0161012939%
Flint Charter Township	0.0239721604%
Flint City	2.8492835414%
Flushing Charter Township	0.0035084585%
Fort Gratiot Charter Township	0.0088497409%
Fraser City	0.0750697912%
Frenchtown Charter Township	0.0458193199%
Fruitport Charter Township	0.0121166953%
Gaines Township, Kent County	0.0084277406%
Garden City	0.0337646978%
Garfield Charter Township	0.0003811636%
Genesee Charter Township	0.0121346244%
Genesee County	2.1326060463%
Genoa Township	0.0000708763%
Georgetown Charter Township	0.0067511546%
Gladwin County	0.2015504737%
Gogebic County	0.0699910567%
Grand Blanc Charter Township	0.0196679122%
Grand Haven Charter Township	0.0105692799%
Grand Haven City	0.0325929755%
Grand Rapids Charter Township	0.0035213129%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9563580623%
Grandville City	0.0260586909%
Gratiot County	0.3525172203%
Green Oak Township	0.0301528195%
Grosse Ile Township	0.0200793237%
Grosse Pointe Park City	0.0265363249%
Grosse Pointe Woods City	0.0189101571%



Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Hamburg Township	0.0318032257%
Hamtramck City	0.1014493061%
Harper Woods City	0.0283167391%
Harrison Charter Township	0.1197690449%
Hartland Township	0.0002733802%
Hazel Park City	0.0412412381%
Highland Charter Township	0.0164881836%
Highland Park City	0.0219276410%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0163398631%
Holland City	0.0927438767%
Holly Township	0.0022960861%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1640912378%
Independence Charter Township	0.0462282123%
Ingham County	2.3910807430%
Inkster City	0.0935029696%
Ionia City	0.0251632893%
Ionia County	0.5298087066%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6079955625%
Kalamazoo Charter Township	0.0291373061%
Kalamazoo City	0.2121191546%
Kalamazoo County	2.1433248383%
Kalkaska County	0.0922123320%
Kent County	3.0032920161%
Kentwood City	0.0797172568%
Keweenaw County	0.0037904729%
Lake County	0.0815750848%
Lansing City	0.6157260773%
Lapeer County	0.4434165047%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%



Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Lenox Township	0.0062683460%
Leoni Township	0.0050926306%
Lincoln Charter Township	0.0099963665%
Lincoln Park City	0.0889864469%
Livingston County	1.4441660503%
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0033765972%
Mackinac County	0.0509418590%
Macomb County	8.9600726785%
Macomb Township	0.0605974123%
Madison Heights City	0.0808305409%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001113771%
Marquette City	0.0175573465%
Marquette County	0.6035274193%
Mason County	0.2785770312%
McCosta County	0.1860240300%
Melvindale City	0.0291074974%
Menominee County	0.0885034586%
Meridian Charter Township	0.0396555339%
Midland City	0.1693176181%
Midland County	0.3015890091%
Milford Charter Township	0.0035999720%
Missaukee County	0.0561661629%
Monitor Charter Township	0.0024741595%
Monroe Charter Township	0.0067058526%
Monroe City	0.1177263374%
Monroe County	1.7767050856%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0281724875%
Mount Morris Charter Township	0.0139454462%
Mount Pleasant City	0.0200386139%
Mundy Charter Township	0.0084457765%
Muskegon Charter Township	0.0202116759%
Muskegon City	0.0979131952%
Muskegon County	1.9100374032%



Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Muskegon Heights City	0.0280295137%
New Baltimore City	0.0269087835%
Newaygo County	0.5231812721%
Niles City	0.0326704621%
Niles Township	0.0120613306%
Northville Charter Township	0.0937410512%
Norton Shores City	0.0393083517%
Novi City	0.0820980636%
Oak Park City	0.0581242238%
Oakland Charter Township	0.0153661144%
Oakland County	6.0626288797%
Oceana County	0.2437642147%
Oceola Township	0.0002025038%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0271426463%
Osceola County	0.2155121864%
Oscoda County	0.0549836791%
Oshtemo Charter Township	0.0069668831%
Otsego County	0.3179205988%
Ottawa County	0.8305826515%
Owosso City	0.0336270349%
Oxford Charter Township	0.0123583455%
Park Township, Ottawa County	0.0038875457%
Pittsfield Charter Township	0.0274648217%
Plainfield Charter Township	0.0082472855%
Plymouth Charter Township	0.0346718756%
Pontiac City	0.3248499927%
Port Huron Charter Township	0.0080840993%
Port Huron City	0.1459483395%
Portage City	0.0550102932%
Presque Isle County	0.1629846795%
Redford Charter Township	0.1187245983%
Riverview City	0.0270311528%
Rochester City	0.0223582679%
Rochester Hills City	0.0378542514%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%



Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Roseville City	0.2393507823%
Royal Oak City	0.1454014679%
Saginaw Charter Township	0.0387602955%
Saginaw City	0.2412683402%
Saginaw County	1.8697505971%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%
Schoolcraft County	0.0442223898%
Scio Charter Township	0.0028859904%
Shelby Charter Township	0.2837106553%
Shiawassee County	0.8126041030%
South Lyon City	0.0145037834%
Southfield City	0.2203463403%
Southfield Township	0.0000623372%
Southgate City	0.0497592554%
Spring Lake Township	0.0058226535%
Springfield Charter Township	0.0025038767%
St Clair County	2.2355271010%
St Joseph County	0.2389148728%
St. Clair Shores City	0.1903773935%
Sterling Heights City	1.0160157647%
Sturgis City	0.0335669383%
Summit Township, Jackson County	0.0082457610%
Superior Charter Township	0.0067902872%
Taylor City	0.2108595037%
Texas Charter Township	0.0029159787%
Thomas Township	0.0071194604%
Traverse City	0.0694748751%
Trenton City	0.0269874880%
Troy City	0.1321911809%
Tuscola County	0.4964109876%
Tyrone Township, Livingston County	0.0053967269%
Union Charter Township	0.0000286906%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4272870593%
Vienna Charter Township, Genesee County	0.0048418225%
Walker City	0.0323258475%
Warren City	1.2684338717%



Exhibit A-1: Final Allocation Percentage for Distributors and Janssen  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Distributor and Janssen Final Allocation Percentage</b>
Washington Township, Macomb County	0.0453026297%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1224458021%
Wayne City	0.0938477712%
Wayne County	11.8162081894%
West Bloomfield Charter Township	0.1468923654%
Westland City	0.3653116491%
Wexford County	0.3345381450%
White Lake Charter Township	0.0327893557%
Wixom City	0.0206907484%
Woodhaven City	0.0320328001%
Wyandotte City	0.0547075346%
Wyoming City	0.1430716261%
Ypsilanti Charter Township	0.0324173179%
Ypsilanti City	0.0503291142%
Zeeeland Charter Township	0.0034449878%
<b>Total</b>	<b>100.0000000000%</b>



Exhibit A-2 Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State Subdivision Agreement

## Exhibit A - Final Allocation Percentages

Local Government	Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage
Ada Township	0.0043760292%
Adrian City	0.0339626660%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0017535337%
Allegan County	0.4616561194%
Allen Park City	0.0642202609%
Allendale Charter Township	0.0046474905%
Alpena County	0.3552568075%
Alpine Charter Township	0.0015193823%
Ann Arbor City	0.2767977793%
Antrim County	0.2666726546%
Antwerp Township	0.0007847494%
Arenac County	0.1805504891%
Auburn Hills City	0.0703250556%
Bangor Charter Township	0.0065282392%
Baraga County	0.0830046065%
Barry County	0.2587191476%
Bath Charter Township	0.0321460332%
Battle Creek City	0.2045817057%
Bay City	0.0685863654%
Bay County	1.2330105691%
Bedford Township	0.0246542442%
Benton Charter Township	0.0542117185%
Benzie County	0.1559709002%
Berkley City	0.0214483383%
Berrien County	1.4353012866%
Beverly Hills Village	0.0274893432%
Big Rapids City	0.0146444451%
Birmingham City	0.0616071651%
Blackman Charter Township	0.0000000000%
Bloomfield Charter Township	0.1431441040%
Branch County	0.3823020966%
Brandon Charter Township	0.0178348199%



**Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement**

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Brighton Township	0.0006049341%
Brownstown Charter Township	0.0618601336%
Burton City	0.0198287415%
Byron Township	0.0085803473%
Cadillac City	0.0592857184%
Caledonia Charter Township	0.0027577830%
Calhoun County	1.8505476605%
Cannon Township	0.0033093395%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0121186350%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3167238809%
Chesterfield Charter Township	0.1262511644%
Chippewa County	0.2680205692%
Clare County	0.2799817433%
Clawson City	0.0139497332%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0077283577%
Commerce Charter Township	0.0198854362%
Comstock Charter Township	0.0084518668%
Cooper Charter Township	0.0009590766%
Crawford County	0.2886253251%
Davison Township	0.0088446355%
Dearborn City	0.2996583319%
Dearborn Heights City	0.1053620175%
Delhi Charter Township	0.0196753105%
Delta Charter Township	0.0405538922%
Delta County	0.2604485158%
Detroit City	7.1316532282%
Detroit Wayne Mental Health Authority	0.0000000000%
Dewitt Charter Township	0.0367701778%
Dickinson County	0.2772929170%
East Bay Township	0.0014646767%
East Grand Rapids City	0.0207354059%
East Lansing City	0.1928773141%



**Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement**

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Eastpointe City	0.1677249820%
Eaton County	1.0040382409%
Egelston Township	0.0059203305%
Emmet County	0.1813256578%
Emmett Charter Township	0.0081390406%
Escanaba City	0.0181020848%
Farmington City	0.0220247278%
Farmington Hills City	0.1651189520%
Fenton Charter Township	0.0018526954%
Fenton City	0.0479607189%
Ferndale City	0.0891131349%
Flat Rock City	0.0171781967%
Flint Charter Township	0.0255754903%
Flint City	2.9548125615%
Flushing Charter Township	0.0037431147%
Fort Gratiot Charter Township	0.0094416381%
Fraser City	0.0800906838%
Frenchtown Charter Township	0.0488838534%
Fruitport Charter Township	0.0129270962%
Gaines Township, Kent County	0.0089914131%
Garden City	0.0360229820%
Garfield Charter Township	0.0004066570%
Genesee Charter Township	0.0129462245%
Genesee County	2.0590679068%
Genoa Township	0.0000756167%
Georgetown Charter Township	0.0072026921%
Gladwin County	0.2150307736%
Gogebic County	0.0746722684%
Grand Blanc Charter Township	0.0209833611%
Grand Haven Charter Township	0.0112761850%
Grand Haven City	0.0347728914%
Grand Rapids Charter Township	0.0037568289%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9233801980%
Grandville City	0.0278015743%
Gratiot County	0.3525172203%
Green Oak Township	0.0321695305%



**Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement**

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Grosse Ile Township	0.0214222891%
Grosse Pointe Park City	0.0283111539%
Grosse Pointe Woods City	0.0201749251%
Hamburg Township	0.0339303208%
Hamtramck City	0.1082345398%
Harper Woods City	0.0302106475%
Harrison Charter Township	0.1242049355%
Hartland Township	0.0002916646%
Hazel Park City	0.0439995757%
Highland Charter Township	0.0175909627%
Highland Park City	0.0233942274%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0174327221%
Holland City	0.0989468652%
Holly Township	0.0024496552%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1750661517%
Independence Charter Township	0.0493200938%
Ingham County	2.3910807430%
Inkster City	0.0997567285%
Ionia City	0.0268462855%
Ionia County	0.5494312513%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6486601285%
Kalamazoo Charter Township	0.0310860965%
Kalamazoo City	0.2263063196%
Kalamazoo County	2.2227072398%
Kalkaska County	0.0983797692%
Kent County	3.1145250537%
Kentwood City	0.0850489860%
Keweenaw County	0.0040439910%
Lake County	0.0815750848%



**Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement**

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Lansing City	0.5944941436%
Lapeer County	0.4730735299%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%
Lenox Township	0.0066875918%
Leoni Township	0.0054332410%
Lincoln Charter Township	0.0106649534%
Lincoln Park City	0.0949381273%
Livingston County	1.4976536818%
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0036024341%
Mackinac County	0.0543490033%
Macomb County	8.6511046551%
Macomb Township	0.0646503489%
Madison Heights City	0.0862367299%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001188263%
Marquette City	0.0187316345%
Marquette County	0.6035274193%
Mason County	0.2785770312%
Mecosta County	0.1984658748%
Melvindale City	0.0310542941%
Menominee County	0.0944228353%
Meridian Charter Township	0.0423078149%
Midland City	0.1806420880%
Midland County	0.3217601862%
Milford Charter Township	0.0038407489%
Missaukee County	0.0599227243%
Monitor Charter Township	0.0026396387%
Monroe Charter Township	0.0071543602%
Monroe City	0.1256002278%
Monroe County	1.7154393930%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0300567479%
Mount Morris Charter Township	0.0148781594%



**Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement**

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Mount Pleasant City	0.0213788564%
Mundy Charter Township	0.0090106554%
Muskegon Charter Township	0.0215634933%
Muskegon City	0.1044619233%
Muskegon County	1.9100374032%
Muskegon Heights City	0.0299042116%
New Baltimore City	0.0287085237%
Newaygo County	0.5231812721%
Niles City	0.0348555605%
Niles Township	0.0128680285%
Northville Charter Township	0.0937410512%
Norton Shores City	0.0419374121%
Novi City	0.0875890282%
Oak Park City	0.0620117462%
Oakland Charter Township	0.0163938462%
Oakland County	5.8535727114%
Oceana County	0.2437642147%
Occola Township	0.0002160479%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0289580279%
Osceola County	0.2155121864%
Oscoda County	0.0586611524%
Oshtemo Charter Township	0.0074328492%
Otsego County	0.3179205988%
Ottawa County	0.8861345094%
Owosso City	0.0358761118%
Oxford Charter Township	0.0131849087%
Park Township, Ottawa County	0.0041475564%
Pittsfield Charter Township	0.0284820374%
Plainfield Charter Township	0.0087988887%
Plymouth Charter Township	0.0369908346%
Pontiac City	0.3368814739%
Port Huron Charter Township	0.0086247881%
Port Huron City	0.1557098020%
Portage City	0.0586895466%
Presque Isle County	0.1629846795%



**Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement**

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Redford Charter Township	0.1266652554%
Riverview City	0.0288390774%
Rochester City	0.0238536559%
Rochester Hills City	0.0403860572%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%
Roseville City	0.2553592802%
Royal Oak City	0.1551263540%
Saginaw Charter Township	0.0413527002%
Saginaw City	0.2574050901%
Saginaw County	1.8052764386%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%
Schoolcraft County	0.0471801158%
Scio Charter Township	0.0030790141%
Shelby Charter Township	0.3026860745%
Shiawassee County	0.8126041030%
South Lyon City	0.0154738400%
Southfield City	0.2350837642%
Southfield Township	0.0000665064%
Southgate City	0.0530873036%
Spring Lake Township	0.0062120900%
Springfield Charter Township	0.0026713434%
St Clair County	2.2355271010%
St Joseph County	0.2548942158%
St. Clair Shores City	0.2031104044%
Sterling Heights City	1.0536459782%
Sturgis City	0.0358119958%
Summit Township, Jackson County	0.0087972622%
Superior Charter Township	0.0072444420%
Taylor City	0.2249624195%
Texas Charter Township	0.0031110081%
Thomas Township	0.0075956313%
Traverse City	0.0694748751%
Trenton City	0.0287924922%
Troy City	0.1410325234%
Tuscola County	0.4964109876%



**Exhibit A-2: Final Allocation Percentages for Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart  
Michigan State-Subdivision Agreement**

<b>Local Government</b>	<b>Allergan, CVS, Purdue/Sackler, Teva, Walgreens, and Walmart Final Allocation Percentage</b>
Tyrone Township, Livingston County	0.0057576762%
Union Charter Township	0.0000306095%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4558652989%
Vienna Charter Township, Genesee County	0.0051656581%
Walker City	0.0344878971%
Warren City	1.3154129040%
Washington Township, Macomb County	0.0483326054%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1306353444%
Wayne City	0.0938477712%
Wayne County	11.4087527346%
West Bloomfield Charter Township	0.1567169672%
Westland City	0.3653116491%
Wexford County	0.3345381450%
White Lake Charter Township	0.0349824061%
Wixom City	0.0220746076%
Woodhaven City	0.0341752498%
Wyandotte City	0.0583665385%
Wyoming City	0.1526406854%
Ypsilanti Charter Township	0.0345854854%
Ypsilanti City	0.0536952762%
Zeeland Charter Township	0.0036753989%
<b>Total</b>	<b>100.0000000000%</b>



Exhibit A 3 Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State Subdivision Agreement

## Exhibit A - Final Allocation Percentages

Local Government	Generic Manufacturers and Kroger Final Allocation Percentage
Ada Township	0.0048672491%
Adrian City	0.0377750571%
Alcona County	0.0917940297%
Alger County	0.0863820337%
Algoma Township	0.0019503721%
Allegan County	0.5134781318%
Allen Park City	0.0714291400%
Allendale Charter Township	0.0051691825%
Alpena County	0.3489129359%
Alpine Charter Township	0.0016899367%
Ann Arbor City	0.3078689973%
Antum County	0.2619106430%
Antwerp Township	0.0008728394%
Arenac County	0.1773263732%
Auburn Hills City	0.0782192126%
Bangor Charter Township	0.0072610498%
Baraga County	0.0815223814%
Barry County	0.2877609956%
Bath Charter Township	0.0357545030%
Battle Creek City	0.2275464953%
Bay City	0.0762853502%
Bay County	1.2109925232%
Bedford Township	0.0274217426%
Benton Charter Township	0.0602971146%
Benzie County	0.1531857055%
Berkley City	0.0238559660%
Berrien County	1.4096709065%
Beverly Hills Village	0.0305750883%
Big Rapids City	0.0162883194%
Birmingham City	0.0685227179%
Blackman Charter Township	0.0000000000%
Bloomfield Charter Township	0.1592123748%
Branch County	0.3754752735%
Brandon Charter Township	0.0198368214%
Brighton Township	0.0006728394%



Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Brownstown Charter Township	0.0688040827%
Burton City	0.0220545655%
Byron Township	0.0095435120%
Cadillac City	0.0659406832%
Caledonia Charter Township	0.0030673508%
Calhoun County	1.8175021666%
Cannon Township	0.0036808209%
Canton Charter Township	0.2588321285%
Cascade Charter Township	0.0134789810%
Cass County	0.4053750832%
Charlevoix County	0.2104592719%
Cheboygan County	0.3110680973%
Chesterfield Charter Township	0.1404231620%
Chippewa County	0.2632344876%
Clare County	0.3114103689%
Clawson City	0.0155156244%
Clinton Charter Township	0.6407812266%
Clinton County	0.5306192780%
Coldwater City	0.0085958845%
Commerce Charter Township	0.0221176243%
Comstock Charter Township	0.0094006092%
Cooper Charter Township	0.0010667353%
Crawford County	0.2834713014%
Davison Township	0.0098374672%
Dearborn City	0.3332957021%
Dearborn Heights City	0.1171891580%
Delhi Charter Township	0.0218839116%
Delta Charter Township	0.0451061644%
Delta County	0.2557976495%
Detroit City	7.0043022777%
Detroit Wayne Mental Health Authority	0.0000000000%
Dewitt Charter Township	0.0408977189%
Dickinson County	0.2723412578%
East Bay Township	0.0016290902%
East Grand Rapids City	0.0230630052%
East Lansing City	0.1894330764%
Eastpointe City	0.1865525155%
Eaton County	0.9861089866%



**Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement**

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Egelston Township	0.0065849019%
Emmet County	0.2016799000%
Emmett Charter Township	0.0090526675%
Escanaba City	0.0177788333%
Farmington City	0.0244970566%
Farmington Hills City	0.1836539524%
Fenton Charter Township	0.0020606649%
Fenton City	0.0533444252%
Ferndale City	0.0991162992%
Flat Rock City	0.0191064907%
Flint Charter Township	0.0284464008%
Flint City	2.9020480514%
Flushing Charter Township	0.0041632884%
Fort Gratiot Charter Township	0.0105014847%
Fraser City	0.0890810562%
Frenchtown Charter Township	0.0543711838%
Fruitport Charter Township	0.0143781939%
Gaines Township, Kent County	0.0100007209%
Garden City	0.0400666486%
Garfield Charter Township	0.0004523052%
Genesee Charter Township	0.0143994694%
Genesee County	2.0222988370%
Genoa Township	0.0000841049%
Georgetown Charter Township	0.0080112116%
Gladwin County	0.2391684964%
Gogebic County	0.0830544105%
Grand Blanc Charter Township	0.0233387940%
Grand Haven Charter Township	0.0125419639%
Grand Haven City	0.0386762323%
Grand Rapids Charter Township	0.0041785420%
Grand Rapids City	1.3200304570%
Grand Traverse County	0.9068912659%
Grandville City	0.0309223680%
Gratiot County	0.3462222699%
Green Oak Township	0.0357806378%
Grosse Ile Township	0.0238269927%
Grosse Pointe Park City	0.0314891491%
Grosse Pointe Woods City	0.0224396090%



**Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement**

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Hamburg Township	0.0377390811%
Hamtramck City	0.1203841279%
Harper Woods City	0.0336018655%
Harrison Charter Township	0.1219869902%
Hartland Township	0.0003244047%
Hazel Park City	0.0489386342%
Highland Charter Township	0.0195655907%
Highland Park City	0.0260202858%
Hillsdale County	0.4105041237%
Holland Charter Township	0.0193895872%
Holland City	0.1100538894%
Holly Township	0.0027246349%
Houghton County	0.2448207297%
Huron Charter Township	0.0397499656%
Huron County	0.1947177493%
Independence Charter Township	0.0548563932%
Ingham County	2.3483828726%
Inkster City	0.1109546618%
Ionia City	0.0298598458%
Ionia County	0.5396199789%
Iosco County	0.3533723488%
Iron County	0.1212729351%
Iron Mountain City	0.0101053101%
Isabella County	0.6292225146%
Jackson City	0.1940676111%
Jackson County	0.7214737917%
Kalamazoo Charter Township	0.0345755857%
Kalamazoo City	0.2517097496%
Kalamazoo County	2.1830160391%
Kalkaska County	0.1094231355%
Kent County	3.0589085349%
Kentwood City	0.0945959397%
Keweenaw County	0.0044979388%
Lake County	0.0801183868%
Lansing City	0.5838781768%
Lapeer County	0.5261771741%
Leelanau County	0.1361121830%
Lenawee County	0.8666225223%



Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Lenox Township	0.0074382901%
Leoni Township	0.0060431354%
Lincoln Charter Township	0.0118621201%
Lincoln Park City	0.1055951609%
Livingston County	1.4709098660%
Livonia City	0.4399745592%
Luce County	0.0702367042%
Lyon Charter Township	0.0040068160%
Mackinac County	0.0604498099%
Macomb County	8.4966206434%
Macomb Township	0.0719075065%
Madison Heights City	0.0959170107%
Manistee County	0.3433049178%
Marion Township, Livingston County	0.0001321649%
Marquette City	0.0208343056%
Marquette County	0.5927501439%
Mason County	0.2736024413%
McCosta County	0.2207441477%
Melvindale City	0.0345402135%
Menominee County	0.1050220262%
Meridian Charter Township	0.0470569691%
Midland City	0.2009195979%
Midland County	0.3578785428%
Milford Charter Township	0.0042718823%
Missaukee County	0.0666491945%
Monitor Charter Township	0.0029359445%
Monroe Charter Township	0.0079574543%
Monroe City	0.1396991561%
Monroe County	1.6848065467%
Montcalm County	0.6833587090%
Montmorency County	0.0968243729%
Mount Clemens City	0.0334306903%
Mount Morris Charter Township	0.0165482687%
Mount Pleasant City	0.0237786846%
Mundy Charter Township	0.0100221232%
Muskegon Charter Township	0.0239840474%
Muskegon City	0.1161880260%
Muskegon County	1.8759295925%



**Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement**

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Muskegon Heights City	0.0332610314%
New Baltimore City	0.0319311246%
Newaygo County	0.5138387494%
Niles City	0.0387681812%
Niles Township	0.0143124958%
Northville Charter Township	0.0920671038%
Norton Shores City	0.0466449877%
Novi City	0.0974211078%
Oak Park City	0.0689727142%
Oakland Charter Township	0.0182340949%
Oakland County	5.7490446273%
Occana County	0.2394112823%
Occola Township	0.0002402998%
Ogemaw County	0.6119980640%
Ontonagon County	0.0554783904%
Orion Charter Township	0.0322086363%
Osceola County	0.2116637545%
Oscoda County	0.0652460081%
Oshkemo Charter Township	0.0082672044%
Otsego County	0.3122434453%
Ottawa County	0.9856052443%
Owosso City	0.0399032918%
Oxford Charter Township	0.0146649465%
Park Township, Ottawa County	0.0046131297%
Pittsfield Charter Township	0.0279734296%
Plainfield Charter Township	0.0097865852%
Plymouth Charter Township	0.0411431450%
Pontiac City	0.3308657333%
Port Huron Charter Township	0.0095929414%
Port Huron City	0.1731886027%
Portage City	0.0652775897%
Presque Isle County	0.1600742388%
Redford Charter Township	0.1408837357%
Riverview City	0.0320763333%
Rochester City	0.0265312862%
Rochester Hills City	0.0449194895%
Romulus City	0.1024428607%
Roscommon County	0.4225018168%



**Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement**

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Roseville City	0.2840239750%
Royal Oak City	0.1725396612%
Saginaw Charter Township	0.0459946405%
Saginaw City	0.2862994320%
Saginaw County	1.7730393593%
Sanilac County	0.3815217629%
Sault Ste. Marie City	0.1083167770%
Schoolcraft County	0.0524761976%
Scio Charter Township	0.0034246408%
Shelby Charter Township	0.3366633161%
Shiawassee County	0.7980933155%
South Lyon City	0.0172108158%
Southfield City	0.2614724834%
Southfield Township	0.0000739720%
Southgate City	0.0590464814%
Spring Lake Township	0.0069094121%
Springfield Charter Township	0.0029712082%
St Clair County	2.1956069742%
St Joseph County	0.2835067060%
St. Clair Shores City	0.2259100369%
Sterling Heights City	1.0348308715%
Sturgis City	0.0398319787%
Summit Township, Jackson County	0.0097847761%
Superior Charter Township	0.0080576481%
Taylor City	0.2502149934%
Texas Charter Township	0.0034602263%
Thomas Township	0.0084482592%
Traverse City	0.0682342524%
Trenton City	0.0320245188%
Troy City	0.1568637642%
Tuscola County	0.4875465057%
Tyrone Township, Livingston County	0.0064039892%
Union Charter Township	0.0000340455%
Van Buren Charter Township	0.0755554143%
Van Buren County	0.5070372777%
Vienna Charter Township, Genesee County	0.0057455156%
Walker City	0.0383592467%
Warren City	1.2919233878%



Exhibit A-3: Final Allocation Percentages for Generic Manufacturers and Kroger  
Michigan State-Subdivision Agreement

<b>Local Government</b>	<b>Generic Manufacturers and Kroger Final Allocation Percentage</b>
Washington Township, Macomb County	0.0537580568%
Washtenaw County	2.6140018962%
Waterford Charter Township	0.1452994768%
Wayne City	0.0921719182%
Wayne County	11.2050250072%
West Bloomfield Charter Township	0.1743088246%
Westland City	0.3587882268%
Wexford County	0.3285642495%
White Lake Charter Township	0.0389092655%
Wixom City	0.0245525356%
Woodhaven City	0.0380115040%
Wyandotte City	0.0649183232%
Wyoming City	0.1697749703%
Ypsilanti Charter Township	0.0384677895%
Ypsilanti City	0.0597227004%
Zeeeland Charter Township	0.0040879713%
<b>Total</b>	<b>100.0000000000%</b>



Exhibit B - Preliminary Allocation Percentage  
Michigan State-Supervision Agreement for Krogger Sentiment

# Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Ada Township	0 0073233482%
Adrian City	0 0568370128%
Alcona County	0 0834491179%
Alger County	0 0785291215%
Algonia Township	0 0029345640%
Allegan County	0 7725881935%
Allen Park City	0 1074735355%
Allendale Charter Township	0 0077776425%
Alpena County	0 3171935781%
Alpine Charter Township	0 0025427083%
Ann Arbor City	0 4632250874%
Antrim County	0 2381005845%
Antwerp Township	0 0013132895%
Arcadia County	0 1612057938%
Auburn Hills City	0 1176899978%
Bangor Charter Township	0 0109251027%
Baraga County	0 0741112558%
Barrington County	0 4329702358%
Bath Charter Township	0 0537968516%
Battle Creek City	0 3423704436%
Bay City	0 1147802745%
Bay County	1 1009022938%
Bedford Township	0 0412592343%
Benon Charter Township	0 0907240950%
Benzie County	0 1392597323%
Berkley City	0 0358941044%
Berrien County	1 2815190059%
Beverly Hills Village	0 0460038135%
Big Rapids City	0 0245076907%
Birmingham City	0 1031004819%
Blackman Charter Township	0 0000000000%
Bloomfield Charter Township	0 2395537286%
Branch County	0 3413411577%
Brandon Charter Township	0 0298468290%
Brighton Township	0 0010123659%



Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Brownstown Charter Township	0.1035238283%
Burton City	0.0331836857%
Byron Township	0.0143593354%
Cadillac City	0.0992155073%
Caledonia Charter Township	0.0046151897%
Calhoun County	1.6522746969%
Cannon Township	0.0055382276%
Canton Charter Township	0.2353019350%
Cascade Charter Township	0.0202807109%
Cass County	0.3685228029%
Charlevoix County	0.1913266108%
Cheboygan County	0.2827891794%
Chesterfield Charter Township	0.2112831498%
Chippewa County	0.2393040796%
Clare County	0.4685534972%
Clawson City	0.0233450803%
Clinton Charter Township	0.5825283878%
Clinton County	0.4823811618%
Coldwater City	0.0129335184%
Commerce Charter Township	0.0332785651%
Comstock Charter Township	0.0141443213%
Cooper Charter Township	0.0016050286%
Crawford County	0.2577011831%
Davison Township	0.0148016255%
Dearborn City	0.5014825529%
Dearborn Heights City	0.1763248603%
Delhi Charter Township	0.0329269168%
Delta Charter Township	0.0678675252%
Delta County	0.2325433177%
Detroit City	6.3675475252%
Detroit Wayne Mental Health Authority	0.0000000000%
Dewitt Charter Township	0.0615354244%
Dickinson County	0.2475829616%
East Bay Township	0.0024511576%
East Grand Rapids City	0.0347010017%
East Lansing City	0.1722118876%
Eastpointe City	0.2806901834%
Eaton County	0.8964627151%
Egelston Township	0.0099077587%



**Exhibit B - Preliminary Allocation Percentage**  
**Michigan State-Subdivision Agreement for Kroger Settlement**

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Emmet County	0.3034511111%
Emmett Charter Township	0.0136208021%
Escanaba City	0.0161625757%
Farmington City	0.0368587005%
Farmington Hills City	0.2763289545%
Fenton Charter Township	0.0031005125%
Fenton City	0.0802629568%
Ferndale City	0.1491321203%
Flat Rock City	0.0287479606%
Flint Charter Township	0.0428009530%
Flint City	2.6382255013%
Flushing Charter Township	0.0062641566%
Fort Gratiot Charter Township	0.0158007179%
Fraser City	0.1340329179%
Frenchtown Charter Township	0.0818078358%
Fruitport Charter Township	0.0216336824%
Gaines Township, Kent County	0.0150472599%
Garden City	0.0602849815%
Garfield Charter Township	0.0006805464%
Genesee Charter Township	0.0216656939%
Genesee County	1.8384534882%
Genoa Township	0.0001265457%
Georgetown Charter Township	0.0120538094%
Gladwin County	0.3598571100%
Gogebic County	0.1249651212%
Grand Blanc Charter Township	0.0351159584%
Grand Haven Charter Township	0.0188708587%
Grand Haven City	0.0581929367%
Grand Rapids Charter Township	0.0062871075%
Grand Rapids City	1.2000276882%
Grand Traverse County	0.8244466054%
Grandville City	0.0465263367%
Gratiot County	0.3147475181%
Green Oak Township	0.0538361746%
Grosse Ile Township	0.0358505107%
Grosse Pointe Park City	0.0473791255%
Grosse Pointe Woods City	0.0337630289%
Hamburg Township	0.0567828826%
Hamtramck City	0.1811320680%



Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Krogen Settlement

Local Government	Preliminary Allocation Percentage
Harper Woods City	0.0505579556%
Harrison Charter Township	0.1108972638%
Hartland Township	0.0004881050%
Hazel Park City	0.0736339264%
Higland Charter Township	0.0294387306%
Higland Park City	0.0391505779%
Hillsdale County	0.3731855670%
Holland Charter Township	0.0291739126%
Holland City	0.1655890102%
Holly Township	0.0040995334%
Houghton County	0.2225642997%
Huron Charter Township	0.0361363324%
Huron County	0.2929757372%
Independence Charter Township	0.0825378903%
Ingham County	2.1348935205%
Inkster City	0.1669443281%
Ionia City	0.0449276471%
Ionia County	0.4905636172%
Iosco County	0.3212475898%
Iron County	0.1102481228%
Iron Mountain City	0.0091866455%
Isabella County	0.5720204678%
Jackson City	0.1764251010%
Jackson County	1.0855421077%
Kalamazoo Charter Township	0.0520230321%
Kalamazoo City	0.3787268993%
Kalamazoo County	1.9845600355%
Kalkaska County	0.1646399668%
Kent County	2.7808259408%
Kentwood City	0.1423307082%
Keweenaw County	0.0067676775%
Lake County	0.0728348971%
Lansing City	0.5307983425%
Lapeer County	0.7916953951%
Leelanau County	0.1237383482%
Lenawee County	0.7878386566%
Lenox Township	0.0111917816%
Leoni Township	0.0090926074%
Lincoln Charter Township	0.0178479538%



**Exhibit B - Preliminary Allocation Percentage**  
**Michigan State-Subdivision Agreement for Kroger Settlement**

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Lincoln Park City	0.1588803292%
Livingston County	1.3371907873%
Livonia City	0.3999768720%
Luce County	0.0638515493%
Lyon Charter Township	0.0060287256%
Mackinac County	0.0909538431%
Macomb County	7.7242005849%
Macomb Township	0.1081932941%
Madison Heights City	0.1443184148%
Manistee County	0.3120953798%
Marion Township, Livingston County	0.0001988576%
Marquette City	0.0313476613%
Marquette County	0.5388637672%
Mason County	0.2487294921%
Mecosta County	0.3321355122%
Melvindale City	0.0519698104%
Menominee County	0.1580179806%
Meridian Charter Township	0.0708027402%
Midland City	0.3023071472%
Midland County	0.5384703258%
Milford Charter Township	0.0064275489%
Missaukee County	0.1002815458%
Monitor Charter Township	0.0044174736%
Monroe Charter Township	0.0119729252%
Monroe City	0.2101937979%
Monroe County	1.5316423152%
Montcalm County	0.6212351900%
Montmorency County	0.0880221572%
Mount Clemens City	0.0503004024%
Mount Morris Charter Township	0.0248988150%
Mount Pleasant City	0.0357778255%
Mundy Charter Township	0.0150794621%
Muskegon Charter Township	0.0360868180%
Muskegon City	0.1748185396%
Muskegon County	1.7053905386%
Muskegon Heights City	0.0500451306%
New Baltimore City	0.0480441296%
Newaygo County	0.4671261358%
Niles City	0.0583312847%



Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Niles Township	0.0215348319%
Northville Charter Township	0.0836973671%
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Occana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%



Exhibit B – Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%



Exhibit B - Preliminary Allocation Percentage  
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Preliminary Allocation Percentage
Westland City	0.3261711153%
Wexford County	0.2986947723%
White Lake Charter Township	0.0585435626%
Wixom City	0.0369421752%
Woodhaven City	0.0571927749%
Wyandotte City	0.0976772465%
Wyoming City	0.2554463949%
Ypsilanti Charter Township	0.0578793100%
Ypsilanti City	0.0898598214%
Zeeeland Charter Township	0.0061508332%
<b>Total</b>	<b>100.0000000003%</b>



Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kinder Settlement

## Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Ada Township				
Adrian City				
Alcona County	Yes		✓	
Alger County	Yes		✓	
Algoma Township				
Allegan County				
Allen Park City				
Allendale Charter Township				
Alpena County	Yes		✓	
Alpine Charter Township				
Ann Arbor City				
Antrim County	Yes		✓	
Antwerp Township				
Arenac County	Yes		✓	
Auburn Hills City				
Bangor Charter Township				
Baraga County	Yes		✓	
Barry County				
Bath Charter Township				
Battle Creek City				
Bay City				
Bay County	Yes			✓
Bedford Township				
Benton Charter Township				
Benzie County	Yes		✓	
Berkley City				
Berrien County	Yes		✓	
Beverly Hills Village				
Big Rapids City				
Birmingham City				
Blackman Charter Township				
Bloomfield Charter Township				
Branch County	Yes		✓	
Brandon Charter Township				
Brighton Township				
Brownstown Charter Township				
Burton City				
Byron Township				
Cadillac City				
Caledonia Charter Township				
Calhoun County	Yes			✓
Cannon Township				
Canton Charter Township	Yes		✓	
Cascade Charter Township				
Cass County	Yes		✓	



Exhibit C – Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Charlevoix County	Yes		✓	
Cheboygan County	Yes			✓
Chesterfield Charter Township				
Chippewa County	Yes	✓		
Clare County				
Clawson City				
Clinton Charter Township	Yes		✓	
Clinton County	Yes		✓	
Coldwater City				
Commerce Charter Township				
Comstock Charter Township				
Cooper Charter Township				
Crawford County	Yes		✓	
Davison Township				
Dearborn City				
Dearborn Heights City				
Delhi Charter Township				
Delta Charter Township				
Delta County	Yes	✓		
Detroit City	Yes	✓		
Detroit Wayne Mental Health Authority	Yes			
Dewitt Charter Township				
Dickinson County	Yes		✓	
East Bay Township				
East Grand Rapids City				
East Lansing City	Yes		✓	
Eastpointe City				
Eaton County	Yes		✓	
Egelston Township				
Emmet County				
Emmett Charter Township				
Escanaba City	Yes	✓		
Farmington City				
Farmington Hills City				
Fenton Charter Township				
Fenton City				
Ferndale City				
Flat Rock City				
Flint Charter Township				
Flint City	Yes			✓
Flushing Charter Township				
Fort Gratiot Charter Township				
Fraser City				
Frenchtown Charter Township				
Fruitport Charter Township				
Gaines Township, Kent County				
Garden City				
Garfield Charter Township				
Genesee Charter Township				



Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kruger Settlement

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Genesee County	Yes	✓		
Genoa Township				
Georgetown Charter Township				
Gladwin County				
Gogebic County				
Grand Blanc Charter Township				
Grand Haven Charter Township				
Grand Haven City				
Grand Rapids Charter Township				
Grand Rapids City	Yes		✓	
Grand Traverse County	Yes	✓		
Grandville City				
Gratiot County	Yes		✓	
Green Oak Township				
Grosse Ile Township				
Grosse Pointe Park City				
Grosse Pointe Woods City				
Hamburg Township				
Hamtramck City				
Harper Woods City				
Harrison Charter Township	Yes			✓
Hartland Township				
Hazel Park City				
Highland Charter Township				
Highland Park City				
Hillsdale County	Yes		✓	
Holland Charter Township				
Holland City				
Holly Township				
Houghton County	Yes		✓	
Huron Charter Township	Yes		✓	
Huron County				
Independence Charter Township				
Ingham County	Yes		✓	
Inkster City				
Ionia City				
Ionia County	Yes			✓
Iosco County	Yes		✓	
Iron County	Yes		✓	
Iron Mountain City	Yes		✓	
Isabella County	Yes		✓	
Jackson City	Yes		✓	
Jackson County				
Kalamazoo Charter Township				
Kalamazoo City				
Kalamazoo County	Yes			✓
Kalkaska County				
Kent County	Yes			✓
Kentwood City				



Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kroger Settlement

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Keweenaw County				
Lake County	Yes		✓	
Lansing City	Yes	✓		
Lapeer County				
Leelanau County	Yes		✓	
Lenawee County	Yes		✓	
Lenox Township				
Leoni Township				
Lincoln Charter Township				
Lincoln Park City				
Livingston County	Yes			✓
Livonia City	Yes		✓	
Luce County	Yes		✓	
Lyon Charter Township				
Mackinac County				
Macomb County	Yes	✓		
Macomb Township				
Madison Heights City				
Manistee County	Yes		✓	
Marion Township, Livingston County				
Marquette City				
Marquette County	Yes		✓	
Mason County	Yes		✓	
Mecosta County				
Melvindale City				
Menominee County				
Meridian Charter Township				
Midland City				
Midland County				
Millford Charter Township				
Missaukee County				
Monitor Charter Township				
Monroe Charter Township				
Monroe City				
Monroe County	Yes	Bellwether		
Montcalm County	Yes		✓	
Montmorency County	Yes		✓	
Mount Clemens City				
Mount Morris Charter Township				
Mount Pleasant City				
Mundy Charter Township				
Muskegon Charter Township				
Muskegon City				
Muskegon County	Yes		✓	
Muskegon Heights City				
New Baltimore City				
Newaygo County	Yes		✓	
Niles City				
Niles Township				



Exhibit C - Litigating Local Governments  
Michigan State-Subdivision Agreement for Kruger Settlement

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Northville Charter Township	Yes		✓	
Norton Shores City				
Novi City				
Oak Park City				
Oakland Charter Township				
Oakland County	Yes	✓		
Oceana County	Yes		✓	
Oceola Township				
Ogemaw County	Yes		✓	
Ontonagon County	Yes		✓	
Orion Charter Township				
Osceola County	Yes		✓	
Oscoda County				
Oshkemo Charter Township				
Oshtemo County	Yes		✓	
Ottawa County				
Owasco City				
Oxford Charter Township				
Park Township, Ottawa County				
Pittsfield Charter Township	Yes			✓
Plainfield Charter Township				
Plymouth Charter Township				
Pontiac City	Yes			✓
Port Huron Charter Township				
Port Huron City				
Portage City				
Presque Isle County	Yes		✓	
Redford Charter Township				
Riverview City				
Rochester City				
Rochester Hills City				
Romulus City	Yes		✓	
Roscommon County	Yes		✓	
Roseville City				
Royal Oak City				
Saginaw Charter Township				
Saginaw City				
Saginaw County	Yes	✓		
Sanilac County	Yes		✓	
Sault Ste. Marie City	Yes		✓	
Schoolcraft County				
Seio Charter Township				
Shelby Charter Township				
Shiawassee County	Yes		✓	
South Lyon City				
Southfield City				
Southfield Township				
Southgate City				
Spring Lake Township				



**Exhibit C – Litigating Local Governments**  
**Michigan State Subdivision Agreement for Kroger Settlement**

Local Government	Litigating Local Government	Filed in 2017	Filed in 2018	Filed in 2019
Springfield Charter Township				
St Clair County	Yes		✓	
St Joseph County				
St. Clair Shores City				
Sterling Heights City	Yes			✓
Sturgis City				
Summit Township, Jackson County				
Superior Charter Township				
Taylor City				
Texas Charter Township				
Thomas Township				
Traverse City	Yes		✓	
Trenton City				
Troy City				
Tuscola County	Yes		✓	
Tyrone Township, Livingston County				
Union Charter Township				
Van Buren Charter Township	Yes		✓	
Van Buren County				
Vienna Charter Township, Genesee County				
Walker City				
Warren City	Yes			✓
Washington Township, Macomb County				
Washtenaw County	Yes		✓	
Waterford Charter Township				
Wayne City	Yes		✓	
Wayne County	Yes	✓		
West Bloomfield Charter Township				
Westland City	Yes		✓	
Wexford County	Yes		✓	
White Lake Charter Township				
Wixom City				
Woodhaven City				
Wyandotte City				
Wyoming City				
Ypsilanti Charter Township				
Ypsilanti City				
Zeeland Charter Township				
<b>Total</b>	<b>87</b>			



## Exhibit D - List of Reporting Local Governments

Local Government	Reporting Local Government
Ada Township	Yes
Adrian City	Yes
Alcona County	Yes
Alger County	Yes
Algoma Township	No
Allegan County	Yes
Allen Park City	Yes
Allendale Charter Township	Yes
Alpena County	Yes
Alpine Charter Township	No
Ann Arbor City	Yes
Antrim County	Yes
Antwerp Township	No
Arenac County	Yes
Auburn Hills City	Yes
Bangor Charter Township	No
Baraga County	Yes
Barry County	Yes
Bath Charter Township	Yes
Battle Creek City	Yes
Bay City	Yes
Bay County	Yes
Bedford Township	Yes
Benton Charter Township	Yes
Benzie County	Yes
Berkley City	Yes
Berrien County	Yes
Beverly Hills Village	Yes
Big Rapids City	Yes
Birmingham City	Yes
Blackman Charter Township	No
Bloomfield Charter Township	Yes
Branch County	Yes



Brandon Charter Township	Yes
Brighton Township	No
Brownstown Charter Township	Yes
Burton City	Yes
Byron Township	No
Cadillac City	Yes
Caledonia Charter Township	No
Calhoun County	Yes
Cannon Township	No
Canton Charter Township	Yes
Cascade Charter Township	Yes
Cass County	Yes
Charlevoix County	Yes
Cheboygan County	Yes
Chesterfield Charter Township	Yes
Chippewa County	Yes
Clare County	Yes
Clawson City	Yes
Clinton Charter Township	Yes
Clinton County	Yes
Coldwater City	No
Commerce Charter Township	Yes
Comstock Charter Township	Yes
Cooper Charter Township	No
Crawford County	Yes
Davison Township	Yes
Dearborn City	Yes
Dearborn Heights City	Yes
Delhi Charter Township	Yes
Delta Charter Township	Yes
Delta County	Yes
Detroit City	Yes
Detroit Wayne Mental Health Authority	Yes
Dewitt Charter Township	Yes
Dickinson County	Yes
East Bay Township	No



East Grand Rapids City	Yes
East Lansing City	Yes
Eastpointe City	Yes
Eaton County	Yes
Egelston Township	No
Emmet County	Yes
Emmett Charter Township	No
Escanaba City	Yes
Farmington City	Yes
Farmington Hills City	Yes
Fenton Charter Township	No
Fenton City	Yes
Ferndale City	Yes
Flat Rock City	Yes
Flint Charter Township	Yes
Flint City	Yes
Flushing Charter Township	No
Fort Gratiot Charter Township	Yes
Fraser City	Yes
Frenchtown Charter Township	Yes
Fruitport Charter Township	Yes
Gaines Township	Yes
Garden City	Yes
Garfield Charter Township	No
Genesee Charter Township	Yes
Genesee County	Yes
Genoa Township	No
Georgetown Charter Township	No
Gladwin County	Yes
Gogebic County	Yes
Grand Blanc Charter Township	Yes
Grand Haven Charter Township	Yes
Grand Haven City	Yes
Grand Rapids Charter Township	No
Grand Rapids City	Yes
Grand Traverse County	Yes



Grandville City	Yes
Gratiot County	Yes
Green Oak Township	Yes
Grosse Ile Township	Yes
Grosse Pointe Park City	Yes
Grosse Pointe Woods City	Yes
Hamburg Township	Yes
Hamtramck City	Yes
Harper Woods City	Yes
Harrison Charter Township	Yes
Hartland Township	No
Hazel Park City	Yes
Highland Charter Township	Yes
Highland Park City	Yes
Hillsdale County	Yes
Holland Charter Township	Yes
Holland City	Yes
Holly Township	No
Houghton County	Yes
Huron Charter Township	Yes
Huron County	Yes
Independence Charter Township	Yes
Ingham County	Yes
Inkster City	Yes
Ionia City	Yes
Ionia County	Yes
Iosco County	Yes
Iron County	Yes
Iron Mountain City	No
Isabella County	Yes
Jackson City	Yes
Jackson County	Yes
Kalamazoo Charter Township	Yes
Kalamazoo City	Yes
Kalamazoo County	Yes
Kalkaska County	Yes



Kent County	Yes
Kentwood City	Yes
Keweenaw County	Yes
Lake County	Yes
Lansing City	Yes
Lapeer County	Yes
Leelanau County	Yes
Lenawee County	Yes
Lenox Township	No
Leoni Township	No
Lincoln Charter Township	Yes
Lincoln Park City	Yes
Livingston County	Yes
Livonia City	Yes
Luce County	Yes
Lyon Charter Township	No
Mackinac County	Yes
Macomb County	Yes
Macomb Township	Yes
Madison Heights City	Yes
Manistee County	Yes
Marion Township	No
Marquette City	Yes
Marquette County	Yes
Mason County	Yes
Mecosta County	Yes
Melvindale City	Yes
Menominee County	Yes
Meridian Charter Township	Yes
Midland City	Yes
Midland County	Yes
Milford Charter Township	No
Missaukee County	Yes
Monitor Charter Township	No
Monroe Charter Township	No
Monroe City	Yes



Monroe County	Yes
Montcalm County	Yes
Montmorency County	Yes
Mount Clemens City	Yes
Mount Morris Charter Township	Yes
Mount Pleasant City	Yes
Mundy Charter Township	Yes
Muskegon Charter Township	Yes
Muskegon City	Yes
Muskegon County	Yes
Muskegon Heights City	Yes
New Baltimore City	Yes
Newaygo County	Yes
Niles City	Yes
Niles Township	Yes
Northville Charter Township	Yes
Norton Shores City	Yes
Novi City	Yes
Oak Park City	Yes
Oakland Charter Township	Yes
Oakland County	Yes
Oceana County	Yes
Oceola Township	No
Ogemaw County	Yes
Ontonagon County	Yes
Orion Charter Township	Yes
Osceola County	Yes
Oscoda County	Yes
Oshtemo Charter Township	No
Otsego County	Yes
Ottawa County	Yes
Owosso City	Yes
Oxford Charter Township	Yes
Park Township	No
Pittsfield Charter Township	Yes
Plainfield Charter Township	Yes



Plymouth Charter Township	Yes
Pontiac City	Yes
Port Huron Charter Township	Yes
Port Huron City	Yes
Portage City	Yes
Presque Isle County	Yes
Redford Charter Township	Yes
Riverview City	Yes
Rochester City	Yes
Rochester Hills City	Yes
Romulus City	Yes
Roscommon County	Yes
Roseville City	Yes
Royal Oak City	Yes
Saginaw Charter Township	Yes
Saginaw City	Yes
Saginaw County	Yes
Sanilac County	Yes
Sault Ste. Marie City	Yes
Schoolcraft County	Yes
Scio Charter Township	No
Shelby Charter Township	Yes
Shiawassee County	Yes
South Lyon City	Yes
Southfield City	Yes
Southfield Township	No
Southgate City	Yes
Spring Lake Township	No
Springfield Charter Township	No
St Clair County	Yes
St Joseph County	Yes
St. Clair Shores City	Yes
Sterling Heights City	Yes
Sturgis City	Yes
Summit Township	Yes
Superior Charter Township	No



Taylor City	Yes
Texas Charter Township	No
Thomas Township	No
Traverse City	Yes
Trenton City	Yes
Troy City	Yes
Tuscola County	Yes
Tyrone Township	No
Union Charter Township	No
Van Buren Charter Township	Yes
Van Buren County	Yes
Vienna Charter Township	Yes
Walker City	Yes
Warren City	Yes
Washington Township	Yes
Washtenaw County	Yes
Waterford Charter Township	Yes
Wayne City	Yes
Wayne County	Yes
West Bloomfield Charter Township	Yes
Westland City	Yes
Wexford County	Yes
White Lake Charter Township	Yes
Wixom City	Yes
Woodhaven City	Yes
Wyandotte City	Yes
Wyoming City	Yes
Ypsilanti Charter Township	Yes
Ypsilanti City	Yes
Zeeeland Charter Township	No
<b>Total Reporting</b>	236
<b>Total Non-Reporting</b>	43



## **Exhibit E - Reserved**

[ Left Intentionally Blank ]



## Exhibit F - Reporting Template

Name of Subdivision

<Subdivision Name>

Person Compiling Report Contact Information:

<Name>

<Email>

<Telephone>

Money Received from Opioid Settlements for Fiscal Year

<Settlement>

<Amount Received>

<Date Received>

\*Repeat as Necessary\*

Money Expended from Opioid Settlements

<Opioid Remediation or Non-Opioid Remediation>

<Expenditure Title or Agency Appropriated to>

<Amount>

<Description of Expenditure or Purpose of Appropriation>

\*Repeat as Necessary\*



State of Michigan

Michigan State-Subdivision Agreement for Allocation of Opioid Settlement Agreements

By: Matthew L. Walker

Its: Assistant Attorney General



Certificate Of Completion

Envelope Id: 2F100FFE-D37D-4867-A911-D2A28E15F900		Status: Completed
Subject: Complete with Docusign: Opioid Lit settlement (ID 114715).pdf		
Source Envelope:		
Document Pages: 85	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Jennifer Decker
AutoNav: Enabled		1 City Sq Ste 215
Envelopeld Stamping: Enabled		Warren, MI 48093
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		jdecker@cityofwarren.org
		IP Address: 24.127.1.78

Record Tracking

Status: Original	Holder: Jennifer Decker	Location: DocuSign
9/3/2025 7:55:19 AM	jdecker@cityofwarren.org	

Signer Events

Signature	Timestamp
<div><div>Signed by:</div><div><i>Lori M. Stone</i></div><div>76FABF22E3214B9...</div></div>	<div>Sent: 9/3/2025 7:57:16 AM</div> <div>Viewed: 9/3/2025 8:02:46 AM</div> <div>Signed: 9/3/2025 8:03:23 AM</div>
Lori M. Stone lstone@cityofwarren.org Mayor Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style Using IP Address: 24.127.1.78	

Electronic Record and Signature Disclosure:  
Accepted: 9/3/2025 8:02:46 AM  
ID: ba51a823-52e8-4874-b601-6b9d39069d14

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
mayor mayor@cityofwarren.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/29/2025 1:58:25 PM ID: b2f2d665-ead6-4386-bd3d-358a7db1b97d	<div>COPIED</div>	<div>Sent: 9/3/2025 8:03:25 AM</div>
Judy Smith jsmith@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	<div>COPIED</div>	<div>Sent: 9/3/2025 8:03:59 AM</div>



Carbon Copy Events	Status	Timestamp
Ayasha Bahar abahar@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/3/2025 8:04:00 AM Viewed: 9/3/2025 8:23:27 AM
Jennifer Decker jdecker@cityofwarren.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/3/2025 8:04:01 AM Resent: 9/3/2025 8:04:05 AM Viewed: 9/3/2025 8:13:26 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/3/2025 7:57:16 AM
Certified Delivered	Security Checked	9/3/2025 8:02:46 AM
Signing Complete	Security Checked	9/3/2025 8:03:23 AM
Completed	Security Checked	9/3/2025 8:04:01 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Warren (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Warren:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org)

### **To advise City of Warren of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Warren**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify City of Warren as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Warren during the course of your relationship with City of Warren.





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

August 26, 2025

Mindy Moore  
City Council Secretary

**RE: CONSIDERATION and ADOPTION of a RESOLUTION to Award Bid and Approve Contract for City Project P-25-845, Memphis Ave. Pavement Reconstruction, ITB-W-1443, to the low bidder, Zuniga Cement Company in the total bid amount not to exceed \$221,827.00, and authorizing the Mayor and Clerk to execute a Contract**

Sealed bids were received and publicly read on August 20, 2025, for City Project P-25-845, Memphis Ave. Pavement Reconstruction (ITB-W-1443). This project was publicly advertised on BidNet (Formerly MITN) on August 6, 2025. The scope of the project is to install new concrete pavement along Memphis Ave. between 9 Mile and Dodge Avenue along with storm sewer improvements, edge drain installation, ADA sidewalk ramps and related restoration.

The low bid by Zuniga Cement Construction in the amount of \$221,827.00 is shown in the attached tabulation of bids. Zuniga Cement Company has successfully completed similar work in the City of Warren and the surrounding Metro area. It is the Engineering Division's recommendation that the Warren City Council award the Contract P-25-845, Memphis Ave. Pavement Reconstruction to the low bidder, Zuniga Cement Company in the total bid amount not to exceed \$221,827.00.

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

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

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

Sincerely,

DocuSigned by:

*Tina Gapshes*

FE072968B0764F1...  
Tina G. Gapshes, P.E.  
City Engineer

Read and Concurred:

DocuSigned by:

*David Muzzarelli*

A310AB08BBC84DD...  
David Muzzarelli  
Public Service Director

Funding Approval:

DocuSigned by:

*Angela Tarasenko*

BC9B7387E8FF495...  
Angela Tarasenko  
Community Development  
Administrative Assistant

Contract Form Approval:

Signed by:

*Mary Michaels*

119806BF52344A1...  
Mary Michaels  
Acting City Attorney

Recommended to Council:

Signed by:

*Lori M. Stone*

76FABF22E3214B9...  
Lori M. Stone  
Mayor

TGG/ocg

Attachment: Tabulation of Bids and Recommendation, City Council Resolution





BID TABULATION

City Project P-25 845 (TB-W-1443)  
Memphis Ave Pavement Reconstruction

Zurga Cement Const  
22500 Ryan  
Warren, MI 48091

Great Lakes Contract  
2300 Ednburgh  
Waterford, MI 48328

Century Cement Co. Inc  
12600 Shelby Road  
Riverview, MI 48193

Florence Cement  
51515 Corridor  
Shelby Twp, MI 48315

ITEM No.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DEMOLITION ITEMS											
1	REMOVE 5' DEWALK A.D.A. RAMP OR DRIVE APPROACH	SF	1,752	\$ 1.00	\$ 1,752.00	\$ 2.00	\$ 3,504.00	\$ 13.50	\$ 23,751.00	\$ 2.30	\$ 4,029.60
2	REMOVE EXISTING PAVEMENT INCLUDING INTEGRAL CURB AND GUTTER (SEE ELECTIONS CALL FOR NOTES)	SY	419	\$ 11.00	\$ 4,609.00	\$ 10.75	\$ 4,504.25	\$ 18.00	\$ 7,542.00	\$ 13.55	\$ 5,675.05
3	REMOVE EXISTING ASPHALT PAVEMENT	SY	551	\$ 6.00	\$ 3,306.00	\$ 12.50	\$ 6,887.50	\$ 9.00	\$ 4,959.00	\$ 10.75	\$ 5,914.75
4	REMOVE EXISTING STORM STRUCTURE, COMPLETE	EA	4	\$ 500.00	\$ 2,000.00	\$ 850.00	\$ 3,400.00	\$ 600.00	\$ 2,400.00	\$ 535.00	\$ 2,140.00
5	REMOVE EXISTING SEWER, COMPLETE	LF	59	\$ 35.00	\$ 2,065.00	\$ 22.50	\$ 1,327.50	\$ 50.00	\$ 2,950.00	\$ 43.00	\$ 2,537.00
PAVING ITEMS											
6	INSTALL 7" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER	SY	974	\$ 23.00	\$ 22,402.00	\$ 48.00	\$ 46,992.00	\$ 74.50	\$ 72,563.00	\$ 117.15	\$ 113,811.10
7	INSTALL 4" THICK CONCRETE 5' DEWALK	SF	411	\$ 8.00	\$ 3,288.00	\$ 7.75	\$ 3,190.25	\$ 8.50	\$ 3,500.50	\$ 12.15	\$ 5,012.55
8	INSTALL 6" THICK CONCRETE SIDEWALK A.D.A. RAMP	SF	133	\$ 9.00	\$ 1,197.00	\$ 9.25	\$ 1,230.25	\$ 9.00	\$ 1,197.00	\$ 17.15	\$ 2,280.55
9	INSTALL 6" THICK CONCRETE DRIVE APPROACH	SF	1,395	\$ 9.00	\$ 12,555.00	\$ 8.50	\$ 11,857.50	\$ 8.75	\$ 12,118.75	\$ 17.55	\$ 24,377.75
10	INSTALL M.D.T. CLASS 2B A CRUSHED SUB-BASE, (1 1/2" IN CC(1P)) UNDER CONCRETE PAVEMENT	SY	1,034	\$ 15.00	\$ 15,510.00	\$ 13.00	\$ 13,442.00	\$ 18.50	\$ 19,127.00	\$ 20.60	\$ 21,306.40
11	SUBGRADE UNDERCUT - EXCAVATED USABLE SUBGRADE MATERIAL AND BACKFILL INSTALL 1 1/2" IN CC(1P) CRUSHED LIME STONE (C.P.) FOR FILLING UNDERCUT	CY	150	\$ 30.00	\$ 4,500.00	\$ 75.00	\$ 11,250.00	\$ 50.00	\$ 7,500.00	\$ 85.00	\$ 12,750.00
12	INSTALL 1/2" IN CC(1P) OR EQUIVALENT GEOTEXTILE TO SEPARATE THE UNDERCUT SEALS	SY	200	\$ 3.00	\$ 600.00	\$ 9.50	\$ 1,900.00	\$ 8.00	\$ 1,600.00	\$ 1.55	\$ 300.00
13	STATION FORMING	STA	25	\$ 4,500.00	\$ 112,500.00	\$ 2,500.00	\$ 62,500.00	\$ 1,250.00	\$ 31,250.00	\$ 10,000.00	\$ 250,000.00
14	INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE	LF	22	\$ 40.00	\$ 880.00	\$ 40.00	\$ 880.00	\$ 40.00	\$ 880.00	\$ 92.50	\$ 2,035.00
15	WALKWAY HEIGHTS DEWALK CURB (AS NEEDED)	LF	50	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 1.00	\$ 50.00	\$ 31.00	\$ 1,550.00
16	COLD WEATHER PROTECTION (AS NEEDED)	SY	1,000	\$ 0.01	\$ 10.00	\$ 4.75	\$ 4,750.00	\$ 4.50	\$ 4,500.00	\$ 8.55	\$ 8,550.00
UTILITY ITEMS											
17	ADJUST UTILITY STRUCTURE, COMPLETE	EA	4	\$ 500.00	\$ 2,000.00	\$ 875.00	\$ 3,500.00	\$ 1,600.00	\$ 6,400.00	\$ 600.00	\$ 2,400.00
18	FREE TO PASS HOLE - CATCH BASIN INLET OR GATE WELL, COMPLETE	VTE	20	\$ 300.00	\$ 6,000.00	\$ 250.00	\$ 5,000.00	\$ 250.00	\$ 5,000.00	\$ 430.00	\$ 8,600.00
19	INSTALL 6" DIA. CORRUGATED PLASTIC EDGE DRAIN WITH GEOTEXTILE WRAP, COMPLETE	LF	565	\$ 15.00	\$ 8,475.00	\$ 15.75	\$ 8,913.75	\$ 18.25	\$ 10,313.75	\$ 12.05	\$ 6,806.25
20	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN INLET OR GATE WELL	EA	5	\$ 500.00	\$ 2,500.00	\$ 425.00	\$ 2,125.00	\$ 725.00	\$ 3,625.00	\$ 325.00	\$ 1,625.00
21	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN INLET OR GATE WELL	EA	5	\$ 400.00	\$ 2,000.00	\$ 375.00	\$ 1,875.00	\$ 282.00	\$ 1,410.00	\$ 325.00	\$ 1,625.00
22	INSTALL 2" DIAMETER MANHOLE OR CATCH BASIN COMPLETE	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2,250.00	\$ 4,500.00	\$ 1,500.00	\$ 3,000.00	\$ 1,850.00	\$ 3,700.00
23	INSTALL 4" DIAMETER MANHOLE OR CATCH BASIN COMPLETE	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 3,250.00	\$ 9,750.00	\$ 3,545.00	\$ 10,635.00	\$ 3,050.00	\$ 9,150.00
24	INSTALL 12" DIA. STORM SEWER, FOR CLEANOUT PIPE	LF	115	\$ 105.00	\$ 12,075.00	\$ 135.00	\$ 15,525.00	\$ 123.24	\$ 14,172.60	\$ 309.00	\$ 35,535.00
25	MAINTENANCE GRAVEL, INSTALL AND MAINTAIN (COMPLETE)	TON	200	\$ 1.00	\$ 200.00	\$ 35.00	\$ 7,000.00	\$ 47.00	\$ 9,400.00	\$ 25.00	\$ 5,000.00
TRAFFIC CONTROL ITEMS											
26	TRAFFIC CONTROL DEVICES, COMPLETE	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 27,500.00	\$ 27,500.00	\$ 23,500.00	\$ 23,500.00
27	TEMPORARY TRAFFIC CONTROL DEVICES, INFORMATIONAL SIGNS	SF	750	\$ 1.00	\$ 750.00	\$ 6.50	\$ 4,875.00	\$ 9.00	\$ 6,750.00	\$ 8.00	\$ 6,000.00
RESTORATION ITEMS											
28	INSTALL SEED AND FURROW	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 8,500.00	\$ 8,500.00	\$ 3,500.00	\$ 3,500.00	\$ 7,300.00	\$ 7,300.00
29	SEED FURROW (AS NEEDED)	LF	300	\$ 0.10	\$ 30.00	\$ 8.58	\$ 2,574.00	\$ 5.00	\$ 1,500.00	\$ 2.21	\$ 663.00
30	SEED FURROW REFILL (AS NEEDED)	EA	10	\$ 1.00	\$ 10.00	\$ 55.00	\$ 550.00	\$ 20.00	\$ 200.00	\$ 73.00	\$ 730.00
31	SEED FURROW REFILL (AS NEEDED)	EA	10	\$ 1.00	\$ 10.00	\$ 75.00	\$ 750.00	\$ 20.00	\$ 200.00	\$ 73.00	\$ 730.00
MISCELLANEOUS ITEMS											
32	PERMIT FEE FOR PORTABLE SANITARY FACILITY	EA	1	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
33	CREW DOWN TIME FOR LOCATING GAS MAINS OR UNMASKED SERVICES OR FOR OTHER UNFOUNDED FIELD CONDITIONS	HRS	8	\$ 10.00	\$ 80.00	\$ 0.01	\$ 0.08	\$ 50.00	\$ 400.00	\$ 750.00	\$ 6,000.00
34	PIPE MAINS UNMASKED OR UNMASKED WATER SERVICE	EA	5	\$ 10.00	\$ 50.00	\$ 1,500.00	\$ 7,500.00	\$ 0.01	\$ 0.05	\$ 750.00	\$ 3,750.00
35	CONSTRUCTION OF WORK OUTSIDE OF THE OFFICIAL PAY ITEMS	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
36	AUTOMATIC RECORDING OF THE CONSTRUCTION AREA	LS	1	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 6,000.00	\$ 6,000.00	\$ 1,000.00	\$ 1,000.00
37	SOIL EROSION AND SEDIMENTATION CONTROL MEASURES INCLUDING METAL SOIL EROSION PERMIT FEE ALLOWANCE	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 550.00	\$ 550.00	\$ 12,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00
38	PERMIT AND INSPECTION FEE ALLOWANCE - AS NEEDED PERMITS/SEAL (Paved by County SESC ELEC)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
39	BOUND, INSURANCE AND LOCATION AND INITIAL SET UP FEE (Not to exceed 2% of construction cost)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00	\$ 24,000.00	\$ 24,000.00	\$ 28,000.00	\$ 28,000.00
TOTAL BID AMOUNT					\$ 221,827.00		\$ 219,411.43		\$ 219,358.14		\$ 401,573.05

ITEM No.	ALTERNATE - PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
40	INSTALL M.D.T. CLASS 2B A CRUSHED CONCRETE SUB-BASE, (1 1/2" IN CC(1P)) UNDER CONCRETE PAVEMENT	SY	1,034	\$ 12.00	\$ 12,408.00	\$ 15.50	\$ 16,027.00	\$ 13.50	\$ 13,959.00	\$ 19.60	\$ 20,266.40
41	INSTALL CLASS "A" SCD	SY	150	\$ 10.00	\$ 1,500.00	\$ 13.00	\$ 1,950.00	\$ 33.75	\$ 5,062.50	\$ 35.00	\$ 5,250.00



**RESOLUTION TO AWARD BID AND APPROVE CONTRACT  
FOR  
CITY PROJECT P-25-845  
MEMPHIS AVE PAVEMENT RECONSTRUCTION  
(9 MILE TO DODGE AVE)  
(ITB-W-1443)**

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

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

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

The following preamble and resolution were offered by Councilperson

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

On August 20, 2025, bids were received for City Project P-25-845, Memphis Ave Pavement Reconstruction, ITB-W-1443, pursuant to the standard sealed bid procedure.

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

The City Engineer has recommended that the contract for City Project P-25-845, Memphis Ave. Pavement Reconstruction be awarded to the low bidder Zuniga Cement Company in the total bid amount not to exceed \$221,827.00.

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

WHEREAS, funding will be available in the CDBG Street Improvements line item account numbers 273-9441-80183-CD2411(\$168,159.00) and Local Road Fund 204-9204-97400 (\$53,668.00) in the amount of \$221,827.00 for the paving of Memphis Ave. from 9 Mile to Dodge Ave.



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

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the City Engineer, that the City Council by formal motion approves the award of contract P-25-845, Memphis Ave. Pavement Reconstruction to the low bidder Zuniga Cement Company in the total bid amount not to exceed \$221,827.00. Such award is subject to execution of written agreement by both parties.

IT IS FURTHER RESOLVED, that upon approval of the final contract in a form that meets with the approval of the City Attorney, along with all required insurance certificates, bonds and required documents; the Mayor and City Clerk are authorized to execute the contract with Zuniga Cement Company, 22500 Ryan Road, Warren, Michigan 48091 to complete City Project P-25-845, Memphis Ave. Pavement Reconstruction, consistent with the terms of the bid for City Project P-25-845, Memphis Ave. Pavement Reconstruction, and the City of Warren Engineering Contract Documents.

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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



CERTIFICATION

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF MACOMB )

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

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

Resolution to award bid and approve contract  
City Project P-25-845, Memphis Ave. Pavement Reconstruction  
Zuniga Cement Company



## Certificate Of Completion

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Jodi Johnstone

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Tina Gapshes

tgapshes@cityofwarren.org

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## Signature

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*Tina Gapshes*  
FE012968B0764F1...

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David Muzzarelli

dmuzzarelli@cityofwarren.org

Public Service Director

CITY OF WARREN

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(None)

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*David Muzzarelli*  
A310AB08B8BC84DD...

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Signed: 9/2/2025 1:57:27 PM

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Angela Tarasenko

atarasenko@cityofwarren.org

Security Level: Email, Account Authentication  
(None)

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*Angela Tarasenko*  
BC9B7387E8FF495...

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## Electronic Record and Signature Disclosure:

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Mary Michaels

mmichaels@cityofwarren.org

Security Level: Email, Account Authentication  
(None)

Signed by:

*Mary Michaels*  
119806BF52344A1...

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Viewed: 9/2/2025 2:23:30 PM

Signed: 9/2/2025 2:24:03 PM

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Accepted: 9/2/2025 2:23:30 PM

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Lori M. Stone lstone@cityofwarren.org Mayor Security Level: Email, Account Authentication (None)	<div>Signed by: <i>Lori M. Stone</i> 76FABF22E3214B9...</div> Signature Adoption: Pre-selected Style Using IP Address: 24.127.1.78	Sent: 9/2/2025 2:24:04 PM Viewed: 9/3/2025 12:02:49 PM Signed: 9/3/2025 12:03:11 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/3/2025 12:02:49 PM  
ID: 2e6909c8-17b6-4ba4-9204-46c8812afafe

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Ron Gayta rgayta@cityofwarren.org Office Coordinator City of Warren Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 9/3/2025 12:03:13 PM

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Judith Smith jsmith@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 9/3/2025 12:03:14 PM
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Ayasha Bahar abahar@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 9/3/2025 12:03:14 PM Viewed: 9/3/2025 12:09:59 PM
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Notary Events	Signature	Timestamp
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Envelope Sent	Hashed/Encrypted	8/27/2025 1:16:02 PM
Certified Delivered	Security Checked	9/3/2025 12:02:49 PM
Signing Complete	Security Checked	9/3/2025 12:03:11 PM
Completed	Security Checked	9/3/2025 12:03:14 PM



Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



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From time to time, City of Warren (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Warren:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org)

### **To advise City of Warren of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Warren**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Warren**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Warren as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Warren during the course of your relationship with City of Warren.





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

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

DATE: AUGUST 29, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: AWARD OF BID ITB-W-1614 FOR PRINTING OF THE 2026 CITY CALENDAR AND 2025 ANNUAL REPORT

The Purchasing Division concurs with the Communications Department and recommends that bid ITB-W-1614, for the printing of the 2026 City Calendar with 2025 Annual Report, be awarded to the low-responsible and cost-effective bidder, Printwell, 26975 Northline Road, Taylor, MI 48180, in a total amount not to exceed \$32,566.20 for 60,000 calendars.

On Wednesday, August 27, 2025 at 1:00 PM electronic bids were publicly opened for BID ITB-W-1614, Printing of the 2026 City Calendar and 2025 City Annual Report. Bids were solicited through BidNet® (MITN). Ten (10) vendors responded with bids, which are summarized on the attached bid tabulation sheets for your review.

The City requested that vendors submit pricing for printing on 80# satin cover and text.

Printwell has furnished the calendar for the City many times over the years and the Communications Department has been pleased with their service and quality.

Funds are available in the following Account: 250-9250-88008.

Respectfully Submitted,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/29/2025
Controller:		8/29/2025
MAYOR:		8/29/2025



**CORRECTED BID TABULATION**

City of Warren  
One City Square  
Warren, MI 48093

BID #: ITB-W-1614  
BID DUE DATE: 8/27/2025  
DEPT: Communications

**Product or Service: PRINT & DELIVER 2024 CALENDAR AND 2025 ANNUAL REPORT**

BIDDER	ITEM 1 - UNIT PRICE: 60,000 Ea. - 2024 Calendar/ 2025 Annual Report, 1 Trim and Fold to 11"x8.5"	ITEM 1 - EXTENDED PRICE: 60,000 Ea. - 2024 Calendar/ 2025 Annual Report, 1 Trim and Fold to 11"x8.5"	ITEM 2: Additional Cost Per M (if ordered at time of initial order)	ITEM 3: Additional Proofs (beyond 3rd proof)	ITEM 4: Pre-flight Pre-press Correction Fees (per hour)	GRAND TOTAL
ACCUFORM PRINTING & GRAPHICS, INC.	\$ 699.94	\$ 41,996.40	\$ 598.00	\$ 100.00	\$ 50.00	\$ 42,096.40
COMPTON PRESS INDUSTRIES, LLC.	\$ 631.61	\$ 37,896.60	\$ 505.24	N/C	\$ 60.00	\$ 38,016.60
DETROIT LEGAL NEWS CO., aka INLAND PRESS	\$ 585.42	\$ 35,125.00	\$ 575.00	\$ 75.00	\$ 75.00	\$ 35,275.00
EPI MARKETING	\$ 50.25	\$ 50,825.00	\$ 50.25	\$ 355.00	\$ 120.00	\$ 51,065.00
LIGHTNING LITHO, INC.	\$ 596.22	\$ 35,773.20	\$ 596.22	\$ 35.00	\$ 42.00	\$ 35,857.20
MERCURY PRINT PRODUCTIONS	\$ 622.88	\$ 37,372.80	\$ 174.00	\$ 154.00	\$ 75.00	\$ 37,522.80
MILLENNIUM PRINTING, INC.	\$ 575.00	\$ 34,500.00	\$ 460.00	\$ 175.00	\$ 125.00	\$ 34,750.00
PRINT MAIL PRO	\$ 850.00	\$ 51,000.00	\$ 850.00	\$ -	\$ -	\$ 51,000.00
PRINTWELL	\$ 542.77	\$ 32,566.20	\$ 488.93	N/C	N/C	\$ 32,566.20
PROGRESS PRINTING COMPANY	\$ 567.60	\$ 34,056.00	\$ 499.55	\$ 288.00	\$25 per page	\$ 34,056.00

Unit Prices are to include any, and all, set up fees.

Corrections within first 3 proofs to be included at no additional charge.

Bid price comparisons shall be based on the total cost of the calendars plus the cost of two (2) hours of pre-flight correction fees in order to determine low-priced bid.

EPI Marketing's bid was not properly calculated by EPI. Thus, the City is entering their bid as submitted.

Lighting Litho bid an incorrect extended total for Item 1 in the amount of \$35,773.27. The corrected extended total is shown above.

Mercury Print Productions bid an incorrect extended total for Item 1 in the amount of \$37,373.00. The corrected extended total is shown above.

Printwell bid an incorrect extended total for Item 1 in the amount of \$32,566.17. The corrected extended total is shown above.

Progressive Printing Company bid Pre-flight pre-press correction fees on a per page rate of \$25.00. Thus, the City was not able to factor this cost to come up with an accurate total cost, resulting in the City not being able to consider this bid.





COMMUNICATIONS DEPARTMENT  
5460 ARDEN AVE.  
WARREN, MI 48092  
(586) 258-2000  
[www.cityofwarren.org](http://www.cityofwarren.org)

August 28, 2025

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

RE: ITB-W-1614 - 2026 Calendar

Dear Craig & Kristina:

I am writing to request your approval of PRINTWELL as the printer for the city's 2026 Calendar and 2025 City Annual Report. Printwell is located at 26975 Northline Rd., Taylor, MI 48180. The bid they submitted met the specification requirements of ITB-W-1614 and was the lowest bid received, at \$32,566.20.

Please see the attached bid summary details. The purchase will be funded from account No. **9250-88008**.

I appreciate your attention to this matter and your approval to proceed with this order.

Sincerely,

*Clarissa Cayton*

Clarissa Cayton  
Communications Director  
City of Warren



**RESOLUTION**

Document No: ITB-W-1614

Product/Service: Printing of 2026 City Calendar/2025 Annual Report

Requesting Department: Communications

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

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

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

The following preamble and resolution were offered by Councilmember

\_\_\_\_\_ and supported by Councilmember\_\_\_\_\_.

Electronic bids were accepted, publicly opened and read on August 27, 2025 at 1 p.m. for bid # ITB-W-1614; Furnishing the 2026 City Calendar and 2025 Annual Report

The following bids were received by City Council:

BIDDER:

AMOUNT:

**Please see attached bid tabulation**

The bid of Printwell, 26975 Northline Road, Taylor, MI 48180 has been determined to be the low-responsible and cost-effective bidder for printing the 2026 City Calendar/2025 Annual Report at a cost not to exceed \$32,566.20 for printing and delivering 60,000 calendars printed on 80# Satin Cover with 80# Satin Text.

Funds of \$32,566.20 are available in the Communications Department Account: 250-9250-88008.



IT IS RESOLVED, that the bid of Printwell is hereby accepted by City Council to print the 2026 City Calendar/2025 Annual Report in an amount not to exceed \$32,566.20.

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

- ☒ Bid document
- ☐ Contract
- ☐ Resolution

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

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

\_\_\_\_\_

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

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

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

### **CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB )

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

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





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: AUGUST 22, 2025

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: RECOMMENDATION TO AWARD THE PURCHASE OF SEVEN (7) ADDITIONAL AXON IN-CAR CAMERAS AND ASSOCIATED EQUIPMENT; TRI-W-1380

The Purchasing Division concurs with the Police Department and recommends that City Council approve the purchase of Seven (7) Fleet 3 In-Car Camera Systems from Axon Enterprise, Inc., 17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255, utilizing the Sourcewell Cooperative Contract #101223-AXN, at a total cost of \$85,575.84 (\$21,393.96 per year, for a four-year period).

The Police Department's marked vehicles have both forward and rear-facing cameras. Due to vehicle crashes and the department's inability to recycle down cameras of damaged vehicles for court or insurance purposes, the department is requesting to purchase seven (7) Fleet 3 in-car camera systems through Axon.

It is vital for the department to have camera systems that operate within the Axon infrastructure and have the ability to seamlessly integrate with the Axon body worn camera video and the evidence storage that is used by the department. Each Fleet 3 camera system will cost \$3,056.28 annually, for a four (4) year period.

This purchase will be added to the existing Axon agreement so the warranty coverage and contract terms remain consistent.

Funds are available in Account # 101-1301-80100.

Respectfully Submitted,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/29/2025
Controller:		8/28/25
MAYOR:		9/2/2025





**Solicitation Number: 101223**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85<sup>th</sup> St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.





Axon Enterprise, Inc.  
17800 N 85th St  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-737709-45891MG

Issued: 08/22/2025

Quote Expiration: 08/29/2025

Estimated Contract Start Date: 03/01/2026

Account Number: 146590

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Warren Police Department - MI 29900 S Civic Center Blvd Warren, MI 48093-2377 USA	Warren Police Department - MI 29900 S Civic Center Blvd Warren MI 48093-2377 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Mike Griffiths Phone: 727-204-0791 Email: mgriffiths@axon.com Fax:	Brandon Roy Phone: 5865744819 Email: broy@warrenpd.org Fax: 586-574-4754

### Quote Summary

Program Length	48 Months
<b>TOTAL COST</b>	<b>\$85,575.84</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$85,575.84</b>

### Discount Summary

Average Savings Per Year	\$6,794.01
<b>TOTAL SAVINGS</b>	<b>\$27,176.03</b>



**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Feb 2026	\$21,393.96	\$0.00	\$21,393.96
Feb 2027	\$21,393.96	\$0.00	\$21,393.96
Feb 2028	\$21,393.96	\$0.00	\$21,393.96
Feb 2029	\$21,393.96	\$0.00	\$21,393.96
<b>Total</b>	<b>\$85,575.84</b>	<b>\$0.00</b>	<b>\$85,575.84</b>



Quote Unbundled Price:	\$112,748.16
Quote List Price:	\$94,325.28
Quote Subtotal:	\$85,575.84

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	84	1		\$108.00	\$108.00	\$9,072.00	\$0.00	\$9,072.00
Fleet3A	Fleet 3 Advanced	7	48	\$308.56	\$253.73	\$227.69	\$76,503.84	\$0.00	\$76,503.84
<b>Total</b>							<b>\$85,575.84</b>	<b>\$0.00</b>	<b>\$85,575.84</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	7	1	02/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	7	1	02/01/2026
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	7	1	02/28/2030

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	7	03/01/2026	02/28/2030
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	7	03/01/2026	02/28/2030
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	7	03/01/2026	02/28/2030
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	14	03/01/2026	02/28/2030

### Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	7

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	7	02/01/2027	02/28/2030
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	7	02/01/2027	02/28/2030



## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	29900 S Civic Center Blvd	Warren	MI	48093-2377	USA

## Payment Details

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	84	\$2,268.00	\$0.00	\$2,268.00
Year 1	Fleet3A	Fleet 3 Advanced	7	\$19,125.96	\$0.00	\$19,125.96
Total				\$21,393.96	\$0.00	\$21,393.96

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	84	\$2,268.00	\$0.00	\$2,268.00
Year 2	Fleet3A	Fleet 3 Advanced	7	\$19,125.96	\$0.00	\$19,125.96
Total				\$21,393.96	\$0.00	\$21,393.96

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	84	\$2,268.00	\$0.00	\$2,268.00
Year 3	Fleet3A	Fleet 3 Advanced	7	\$19,125.96	\$0.00	\$19,125.96
Total				\$21,393.96	\$0.00	\$21,393.96

Feb 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	84	\$2,268.00	\$0.00	\$2,268.00
Year 4	Fleet3A	Fleet 3 Advanced	7	\$19,125.96	\$0.00	\$19,125.96
Total				\$21,393.96	\$0.00	\$21,393.96



**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



---

Signature

---

Date Signed

8/22/2025







WARREN POLICE DEPARTMENT  
20000 CIVIC CENTER BLVD.  
WARREN, MI 48093  
(586) 574-4700  
fax (586) 574-4840  
www.cityofwarren.org

August 19, 2025

Mr. Craig Treppa, Purchasing Agent, City of Warren

**RE: REQUEST TO WAIVE BID AND PURCHASE ADDITIONAL IN-CAR CAMERA SYSTEMS THROUGH AXON**

Dear Mr. Treppa:

The Police Department's marked patrol vehicle are equipped with forward and rear facing cameras that are provided by Axon Enterprise as a result of TRT-W-1380. Due to vehicle crashes, and the inability to recycle down cameras of damaged vehicles for court or insurance purposes, the department needs to acquire an additional seven (7) "Fleet 3" in car vehicle camera systems. No other vendor can provide scout car cameras that operate within Axon's infrastructure that seamlessly integrates Axon body worn camera video and evidence storage used by the department. Disparate systems in scout cars would create an unnecessary burden for Officers on the road to have to learn an additional camera system. The cost for these cameras, with supporting update software, under a four year contract is \$3,056.28 each, \$21,394.96 annually. Due to the Axon consolidated contract, consistent with direction from the budget director, this expenditure will be paid under GL #101-1301-80100.

<u>Quantity</u>	<u>Item</u>	<u>Unit Cost</u>	<u>Total Cost</u>
7	Fleet 3 Camera system	\$3,056.28 per year	\$85,575.84

Axon Enterprise Inc.  
17800 N85th St.  
Scottsdale, AZ, 85255

Thank you in advance for your assistance. If you have any questions, please contact me at 574-4825.

Professionally,

  
Brent Chisolm, Captain  
Administrative Services Bureau



**RESOLUTION**

Document No: TRI-W-1380

Product or Service: In-Car Cameras and Associated Equipment

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

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

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

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

On December 17, 2024, Warren City Council approved an award to consolidate contracts with Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, AZ 85255 for furnishing In-Car and Body-Worn Cameras, along associated equipment for the Police Department utilizing the Sourcewell Cooperative Contract #101223-AXN. The award was for a total of five (5) years with the option to extend up to five (5) additional years.

The Police Commissioner has determined that, in the best interest of the Police Department and the City, the Police Department needs to purchase an additional seven (7) Fleet 3 in-car cameras with associated equipment due to vehicle crashes and the department's inability to recycle down cameras of damaged vehicles for court or insurance purposes. The department will be utilizing the Sourcewell Cooperative Contract #101223-AXN.



THEREFORE, IT IS RESOLVED that the purchase of seven (7) Fleet 3 in-car camera systems with associated equipment from Axon Enterprise, Inc., is hereby authorized by City Council in the total amount of \$85,575.84 (\$3,056.28 per unit, annually over a four-year period).

IT IS FURTHER RESOLVED, that this purchase will coincide with the current Axon Enterprise, Inc. agreement under TRI-W-1380.

Funds are available from the following Account: 101-1301-80100.

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:

☒ Proposal Documents  
☒ Contract  
☒ Resolution

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

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

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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



August 20, 2025

Mindy Moore, Council Secretary

RE: Sale of City Owned Property Located at 23240 Bolam

The City constructed a new home and offered it for sale to low- to moderate-income homebuyers. The home, located at 23240 Bolam, has three bedrooms, 1 full bathroom, 1 half bathroom, a basement, and a 2-car attached garage. The sales price of \$200,000 is based on an appraisal. Your Honorable body approved a 30-day notice providing the public of the City's intent to sell on June 24, 2025.

The vacant lot was acquired by the City in 2023, and construction was completed in June 2025. The property's legal description and parcel ID are as follows:

- Bolam Subdivision, South ½ of Lot 19 and the North ½ of Lot 20
- Parcel ID: 13-25-454-003

Mr. Jeremiah Jason Snider has submitted a qualified offer to purchase this home. Mr. Snider meets the HOME Program requirements. The Community Development Technical Committee and staff are recommending conveyance of the property to Mr. Snider for \$200,000, the market value, or the amount of the appraisal obtained by his mortgage company, but no lower than the minimum price of \$190,000.

Mr. Snider also qualifies for direct homebuyer assistance based on need in an amount not to exceed \$25,000 to be used for part of the down payment and closing costs.

The appropriate resolution is attached for consideration at the September 9, 2025 meeting. Should you have any questions regarding this matter, please contact Angela Tarasenko at 574-4686.

Sincerely,



Tom Bommarito, Community Development Director

Read and Concur:



Mayor Lori M. Stone

Read and approved to form



City Attorney's Office



**RESOLUTION AUTHORIZING  
SALE OF CITY-OWNED PROPERTY AT 23240 BOLAM**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 9, 2025, at 7:00 p.m. Eastern Time from the Warren Community Center, 5460 Arden, Warren, Michigan.

**PRESENT:** Council Members \_\_\_\_\_

**ABSENT:** Council Members \_\_\_\_\_

The following preamble and resolutions were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_

The City of Warren is the recipient of HOME Investment Partnerships Program (HOME) Funds under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 as amended.

The City is the legal titleholder of the South ½ of Lot 19 and the North ½ of Lot 20 of Bolam Subdivision, as recorded in Liber 5, Page 52 of Plats Macomb County Records, more commonly known as 23240 Bolam, Warren, Michigan ("the Property").

A home was constructed on this Property pursuant to the City's participation in the HOME Investment Partnerships Program ("the HOME Program").

By formal motion on June 24, 2025, the Council adopted a resolution providing the public with notice of the City's intention to sell the Property for TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), plus closing costs. A certified copy of the resolution remained on file with the City Clerk for over thirty (30) days.

Jeremiah Jason Snider submitted an offer to purchase the property for the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), plus closing costs. Jeremiah Jason Snider has also submitted an application to request a HOME Program Direct Homebuyer Assistance Loan for down payment and closing cost assistance in an amount not to exceed TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00). The Mayor and Community Development Technical Committee ("the Committee") and staff are recommending acceptance of the foregoing offer to purchase.

The HOME Program Director, Tom Bommarito, or his designee is authorized to execute any form or document required to complete this transaction on behalf of the City, except as provided below.

In accordance with the HOME Down Payment Assistance Program, the Committee approved the purchaser's application for a down payment and closing cost forgivable loan in an amount not to exceed TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00). This



needs-based loan is secured by a deferred payment second mortgage and will be forgiven upon completion of the affordability period under HOME Program guidelines.

**IT IS RESOLVED**, that the Mayor and City Clerk are authorized to execute the necessary documents to sell and convey to Jeremiah Jason Snider for the lesser of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) or the amount of the appraisal obtained by her mortgage company; but no lower than the minimum price of \$190,000, plus buyer's closing costs, the Property described as follows:

The South ½ of Lot 19 and the North ½ of Lot 20 of Bolam Subdivision, as recorded in Liber 5, Page 52 of Plats Macomb County Records, more commonly known as **23240 Bolam**  
Parcel Identification No. 13-25-454-003.

**IT IS FURTHER RESOLVED**, that the conveyance of the Property shall be subject to any easements for public utilities and any other liens or easements of record, and the HOME Program Direct Homebuyer Assistance Mortgage.

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

**NAYES:** Council Members \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED THIS 9<sup>th</sup> day of September, 2025.**

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

**CERTIFICATION**

STATE OF MICHIGAN       )  
  )ss  
COUNTY OF MACOMB     )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Council of the City of Warren at its meeting held on September 9, 2025.

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





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: AUGUST 28, 2025

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: SOL-W-1021; RECOMMENDATION TO INCREASE THE AWARD FOR THE VIRTUAL ACADEMY SOFTWARE PROGRAM

The Purchasing Division concurs with the Police Department and recommends that City Council approve an increase of award for the purchase of the Virtual Academy Savant Learning Systems Software Program, to Virtual Academy Savant Learning Systems, Inc., 317 South Lindell Street, Martin, TN 38237, for the third and final year of the agreement from an annual amount not to exceed \$14,245.00 to an annual amount not to exceed \$16,005.00 (an increase of \$1,760.00).

On September 12, 2023, City Council awarded the purchase of a Virtual Academy Software Program to the sole source provider, Virtual Academy Savant Learning Systems, Inc. for a three-year period, with costs for the third year in the amount not to exceed \$14,245.00 (\$55.00 annually per user). The Police Department has increased the number of users from two-hundred and fifty-nine (259) users to two-hundred and ninety-one (291) users, an increase of thirty-two (32) users for year three. This results in a total cost for year three of \$16,005.00, an increase of \$1,760.00 (\$55.00 x 32 users) for the period of August 19, 2025 through August 18, 2026.

If approved by your honorable body, this award will be retro-active to August 19, 2025 for a one-year period, in an amount not to exceed \$16,005.00.

Funds are available in the following Account: 101-1301-82401.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/29/2025
Controller:		8/29/25
MAYOR:		9/2/2025





August 26, 2025

Craig Treppa, Purchaser  
City of Warren Purchasing  
One City Square Ste. 425  
Warren, MI 48093

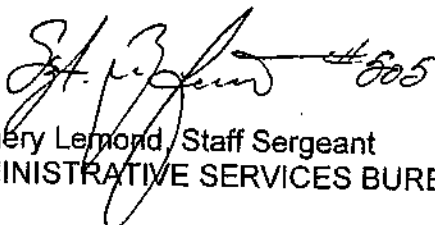
**RE: Request to Increase award; Virtual Academy SOL-W-1021**

Dear Craig,

The Warren Police Department would like to request an increase of award in the amount of \$1,760 additional funds for City Council Resolution SOL-W-1021, adopted September 12, 2023, to Virtual Academy. This increase will raise the original award amount for year three of the software from \$14,245 up to \$16,005. This training software was originally purchased for up to 259 staff members, but non-sworn civilian staff have also been added to be users of this software and the amount of staff has increased since it was first implemented. This training software is necessary for the department's accreditation and serves a useful function in the training of department staff.

Funds are available in the following account: 101-1301-82401.

Sincerely,

  
Zachery Lemond, Staff Sergeant  
ADMINISTRATIVE SERVICES BUREAU



**RESOLUTION**

Document Number: SOL-W-1021 Increase of Award  
Product or Service: Virtual Academy Software Program  
Requesting Department: Police

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

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

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

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

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

On September 12, 2023, City Council awarded the purchase of a Virtual Academy Software Program to the sole source provider, Virtual Academy Savant Learning Systems, Inc., 317 South Lindell Street, Martin, TN 38237, for a three (3) year period, with costs for the third year in the amount not to exceed \$14,245.00 (\$55.00 annually per user).

The Police Department has determined that it is in the best interest of the City, that, due to an increase number of users from two-hundred and fifty-nine (259) to two-hundred and ninety-one (291), the award be increased for the third and final year of the agreement, from an annual amount not to exceed \$14,245.00 to an annual amount not to exceed \$16,005.00 (an



increase of \$1,760.00), retro-actively, for the period of August 19, 2025 through August 18, 2026.

Funds are available in account number: 101-1301-82401.

IT IS RESOLVED, that the increase of award to Virtual Academy Savant Learning Systems, Inc., is hereby accepted by City Council, retro-actively, for the third and final year (August 19, 2025 through August 18, 2026), from an annual amount not to exceed \$14,245.00 to an annual amount not to exceed \$16,005.00.

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

- ☐ Cooperative Bid document
- ☐ Contract
- ☒ Resolution

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

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

\_\_\_\_\_

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

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

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



## CERTIFICATION

STATE OF MICHIGAN )  
COUNTY OF MACOMB ) ) SS.

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

Sonja Buffa  
City Clerk





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

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

DATE: AUGUST 29, 2025  
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL  
SUBJECT: SOL-W-1604; RECOMMENDATION TO AWARD CALIBRATION, PREVENTATIVE MAINTENANCE SERVICES, AND REPAIR SERVICES FOR WASTE WATER TREATMENT PLANT'S (WWTP) LASER FLOW METERS

The Purchasing Division concurs with the Waste Water Treatment Plant (WWTP) and recommends that City Council waive the bid process and award Calibration, Preventative Maintenance Services, and Repairs, if needed, of the City's five (5) WWTP Laser Flow Meters, to the sole source provider, HESCO Group, LLC., 29770 Hudson Drive, Novi, MI 48377, for a one (1) year period, in an annual amount not to exceed \$50,000.00.

To ensure that the City is in compliance with the NPDES permit requirements, the WWTP is seeking City Council approval for the continuation of HESCO Group, LLC. providing calibration, preventative maintenance services, and repairs for various Laser Flow Meters throughout the City's Sanitary Sewer Collection System.

HESCO Group, LLC. is the authorized exclusive Teledyne ISCO Sales Representative and Distributor for the lower peninsula of the State of Michigan, and authorized and factory trained to service Accusonic equipment. See the attached Sole Source letters from Teledyne ISCO and ADS, LLC.

If approved by your honorable body, the award shall commence, retro-actively, on August 18, 2025, for a one (1) year period in an annual amount not to exceed \$50,000.00.

Funds for this purchase are available in the WWTP Capital Account: 592-1580-80100.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/29/25
Controller:		8/29/25
MAYOR:		9/2/2025





340 The Bridge Street, Suite 204  
Huntsville, AL 35806  
256-430-3366 (phone)  
256-430-6633 (fax)  
[www.adsenv.com/accusonic](http://www.adsenv.com/accusonic)

August 18, 2025

Mr. Joseph Jenkins, PE  
Facility Engineer  
City of Warren Wastewater Treatment Plant  
32360 Warkop  
Warren, MI 48093

Subject: Accusonic Representation in Michigan

Dear Mr. Astorino,

This letter is to inform you that HESCO is authorized and factory trained to service Accusonic equipment. Only ADS LLC's direct employees or authorized factory trained service providers may service Accusonic equipment.

Accusonic is a brand of ADS LLC, a Business Segment of IDEX Corporation.

Please feel free to contact me or Kevin Young, Accusonic Business Development Manager if you have any further questions or require additional information concerning the subject of this letter.

Thank you,

Guy Miller  
Accusonic Engineering Manager  
Accusonic, a brand of ADS LLC





August 19, 2025

Attention: To Whom It May Concern

Subject: Sole Source Letter

This is to certify that Teledyne ISCO, a business unit of Teledyne Instruments, Inc. is the sole manufacturer of Teledyne ISCO automatic water/wastewater sampling and flow monitoring equipment. These items include but are not limited to flowmeters, samplers, rain gauges, connecting cables, and associated hardware, as well as operational and flow management software. Equipment, parts and repairs can be obtained either directly from Teledyne ISCO or through our local representative, HESCO Group, LLC.

HESCO Group, LLC, with offices located at 29770 Hudson Drive, Novi, MI 48377, is the sole authorized exclusive Teledyne ISCO Sales Representative and Distributor for the following Territory:

- State of Michigan (lower peninsula only)
- State of Pennsylvania (west of and excluding the counties of Tioga, Clinton, Lycoming, Huntingdon and Franklin)
- State of West Virginia
- State of Maryland (counties of Garrett and Allegany)
- State of Ohio (north of but including the counties of Mercer, Auglaize, Logan, Union, Marion, Delaware, Licking, Muskingum, Noble and Washington)

This letter is valid until August 19, 2026.

Best Regards,

*Andrew Budell*

Andrew Budell  
CBU Contracts Lead, Senior Contracts Manager  
Teledyne ISCO, a business unit of Teledyne Instruments, Inc.



# QUOTE

# HESCO

Knowledgeable • Professional • Attentive • Likeable

29770 Hudson Drive Novi, MI 48377  
Phone: (586) 978-7200  
hesco-mi.com

TO: Joseph Jenkins  
City of Warren

Thursday, August 28, 2025

QUOTE #: QUOTE 4405-1  
SALESPERSON: John Sullens

Fake@cityofwarren.org

## Flow Meter Calibration

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	LINE TOTAL
2.00	HESCO Field Service Warren WWTP Meters Calibration of (2) Siemens FUS 1010's (Influent #1 & #2) - (1) Accusonic 5010+IS - (1) Signature Laser System (Screen Inlet) - (4) Siemens MAG 5000 (Ferric Wet Well, Ferric Aeration, UV Effluent, and Primary. - Inspect the meter installation/wiring - Check and document the set-up and programming - Perform Verification and signal checks - Confirm proper operation and flow readings - Provide a calibration sticker and document  *If issues are discovered at the time of the service, that cannot be resolved during this visit, HESCO will identify the problems and provide a quote for the necessary parts and labor to correct them.	1	EA	5,000.00	\$5,000.00
1.00	HESCO Field Service Preventive Maintenance Service for 1 Year - Quarterly Services of a confined space entry and maintenance crew to perform quarterly preventive maintenance service on 4 Laser and 1 Area Velocity flow metering sites. CSE Crew with Multiple Sites at \$5,000.00 per day.	4	EA	5,000.00	\$20,000.00
3.00	HESCO Field Service As needed preventive maintenance service for 1 year in the event of equipment malfunction or need of emergency service. Service will be performed within 5 days of request and will be billed in 1/2 day increments of \$2500 for a confined space entry team or \$1000 for a single service technician.	5	Days	5,000.00	\$25,000.00
SUBTOTAL:					50,000.00
MI SALES TAX:					0.00
TOTAL:					50,000.00

Ship Via:	Best Way FOB Factory	Shipping Terms:	
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# QUOTE

**HESCO***Knowledgeable • Professional • Attentive • Likeable*

29770 Hudson Drive Novi, MI 48377  
Phone: (586) 978-7200  
hesco-mi.com

Payment Terms:	Net 45	Quote Valid Through:	09/28/2025
Lead Time:	Shop Drawing Submittals: Weeks ARO Shipment: Weeks ARA		
Credit Card Payment:	A service charge of 4% will be applied to all credit card purchases		

If favored with a Purchase Order, please issue it to:

HESCO

29770 Hudson Drive

Novi, MI 48377

and email it to the Salesperson listed above in the quote header.

HESCO's Terms and Conditions of Sale, which are attached hereto or are available at [[https://hesco-mi.com/wp-](https://hesco-mi.com/wp-content/uploads/2021/10/Terms-and-Conditions-of-Sale.pdf)

content/uploads/2021/10/Terms-and-Conditions-of-Sale.pdf] and which are incorporated by reference in this Quotation as if set forth fully herein, ARE EXCLUSIVE and apply to all purchase orders accepted by HESCO for the products and/or services set forth herein and represent the sole and exclusive terms upon which HESCO will sell products and provide services to Buyer. This Quotation does not incorporate or assent to any terms and conditions proposed by Buyer in any request for proposal or other communication. Any additional or different terms and conditions proposed by Buyer are unacceptable to HESCO, are expressly rejected by HESCO, and shall not be binding upon HESCO unless accepted in writing on behalf of HESCO by the President of HESCO. HESCO's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance thereof nor shall they supersede these terms and conditions.

If favored with a Purchase Order, please issue it to:

HESCO

29770 Hudson Drive

Novi, MI 48377

and email it to the Salesperson listed above in the quote header.

HESCO's Terms and Conditions of Sale, which are attached hereto or are available at [<https://hesco-mi.com/wp-content/uploads/2021/10/Terms-and-Conditions-of-Sale.pdf>] and which are incorporated by reference in this Quotation as if set forth fully herein, ARE EXCLUSIVE and apply to all purchase orders accepted by HESCO for the products and/or services set forth herein and represent the sole and exclusive terms upon which HESCO will sell products and provide services to Buyer. This Quotation does not incorporate or assent to any terms and conditions proposed by Buyer in any request for proposal or other communication. Any additional or different terms and conditions proposed by Buyer are unacceptable to HESCO, are expressly rejected by HESCO, and shall not be binding upon HESCO unless accepted in writing on behalf of HESCO by the President of HESCO. HESCO's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance thereof nor shall they supersede these terms and conditions.

---

**END QUOTE**





PUBLIC SERVICE DIVISION  
WASTE WATER TREATMENT PLANT  
32360 Warkop  
Warren, Michigan 48093  
(586) 264-2530  
[www.cityofwarren.org](http://www.cityofwarren.org)

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

**FROM:** Joseph Jenkins, P.E., Facilities Engineer  
Waste Water Treatment Plant

**SUBJECT:** Request to Award Calibration, Preventative Maintenance Services, and  
Repair Services for Waste Water Treatment Plant's (WWTP) Laser  
Flow Meter's to HESCO Group, LLC., Sole Source provider

8/25/2025

**DATE:**

HESCO Group, LLC. has been providing calibration, preventative maintenance services, and repairs for the various laser flow meters located at the Waste Water Treatment Plant and at five (5) locations throughout the City's Sanitary Sewer Collection System.

The existing agreement with HESCO for calibration, preventative maintenance and repairs of the WWTP's flow meters expired on August 17, 2025 and the WWTP is seeking approval for continuation of the aforementioned calibration, preventative maintenance and repairs of WWTP's laser flow meters, to ensure compliance with the WWTP's NPDES permit requirements.

HESCO Group, LLC. of 29770 Hudson Drive, Novi, Michigan 48377, is the authorized exclusive Teledyne ISCO Sales Representative and Distributor for the lower peninsula of the State of Michigan, and authorized and factory trained to service Accusonic equipment. The applicable sole source letters from Teledyne ISCO and from ADS, LLC are attached for your use.

Included is the quote for the needed calibration and maintenance services for the various flow meters at the City's Waste Water Treatment Plant and for the five (5) flow meters on the sanitary Sewer Collection system, as provided by HESCO (Quote 4405-2, dated August 6, 2025).

Please take the steps necessary to authorize approval for this sole source service in the amount not to exceed \$50,000.00, for a one (1) year term.

Funds for this expenditure are available in the 2026 FY Budget, Contractual Services, account number 592-1580-80100.



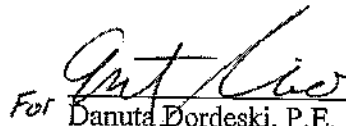
Should you have any questions regarding this request, please do not hesitate to contact me.

Respectfully,



Joseph Jenkins, P.E.  
Facilities Engineer

Read and Concurred,



For Danuta Bordeski, P.E.  
Division Head Wastewater Treatment

DD

attachments: HESCO Quote 4405-2, Teledyne ISCO & ADS LLC Sole Source Letters

cc: D. Muzzarelli  
D. Smith



**RESOLUTION**

Document No: SOL-W-1604

Product or Service: Laser Flow Meter Calibration & PM Services

Requesting Department: Waste Water Treatment Plant (WWTP)

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

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

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

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

Upon performing a diligent inquiry, the Waste Water Treatment Plant (WWTP) has determined that it is necessary, in the interests of the City, to acquire supplies, materials, equipment and/or goods from a sole source.

HESCO Group, LLC., 29770 Hudson Drive, Novie, MI 48377, has been selected as the sole source provider for furnishing Laser Flow Meter calibration, preventative maintenance services, and repair services, for a one (1) year period, commencing, retro-actively, on August 18, 2025, in an annual amount not to exceed \$50,000.00.

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

Funds are available in the following Account: 592-1580-80100.



IT IS RESOLVED, that the sole source purchase for Laser Flow Meter calibration and preventative maintenance services through HESCO Group, LLC. is hereby accepted by City Council, commencing retro-actively on August 18, 2025, for a one (1) year period, in an annual amount not to exceed \$50,000.00.

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

☐ Contract  
☒ Resolution

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

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

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: AUGUST 26, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: SOL-W-1653; RECOMMENDATION TO AWARD THE PURCHASE OF MACK TRUCK PARTS AND FACTORY AUTHORIZED SERVICE

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that City Council waive the bid process and authorize the purchase of Mack Truck Factory Authorized Parts and Service to the sole source provider, M&K Truck Centers, 37580 Mound Road, Sterling Heights, MI 48310-1422, for a five (5) year period, in an annual amount not to exceed \$250,000.00.

M&K Truck Centers is the only Mack Truck factory authorized parts and service dealer in the area (see attached). The City currently has thirty-five (35) Mack trucks in its fleet.

If approved by your honorable body, this award shall commence on October 30, 2025, or upon City Council approval, whichever occurs later, for a five (5) year period, in an annual amount not to exceed \$250,000.00.

Fund are available in the DPW Vehicle Maintenance Account: 101-1442-86300.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/29/2025
Controller:		8/29/25
MAYOR:		9/2/2025



August 21, 2025



To Whom It May Concern,

M&K Truck Centers and Mack Trucks North America, a division of Volvo Group North America, LLC ("Volvo Trucks") are parties to a Volvo/Mack Trucks Dealer Sales and Service Agreement.

Under the Dealer Agreement, M&K Truck Centers is authorized to conduct Volvo Trucks and Mack Truck dealership operations in its Area of Responsibility.

Sincerely,

Robert DeVine  
Regional Dealer Development Director  
Volvo Trucks North America  
Cell: 336-389-8239

Mack Trucks  
7900 National Service Road  
Greensboro, NC 27409  
USA

[www.macktrucks.com](http://www.macktrucks.com)





Warren, MI 48093, USA



km



Dealer



Certified Uptime Dealer



Certified Electric Dealer

Back



## M & K Truck Centers



WEBSITE



DIRECTIONS



CALL



SHARE



M & K Truck Centers

37580 MOUND RD

STERLING HEIGHTS, MI 48310-4122



Open - 6:00 am - 10:00 pm



[www.mkttruckcenters.com](http://www.mkttruckcenters.com)



[rob.brown@mkttruck.com](mailto:rob.brown@mkttruck.com)

### Truck Services

Air Conditioning Repair

Alignment

Appointments Accepted

Cummins B6.7

Mack Engine Service

Mack Leasing System

Mack Transmission Service

Medium Duty Repair





DATE: August 22, 2025  
TO: Craig Treppa, Purchasing Agent  
FROM: Scott Raedel, Superintendent, Division of Public Works  
RE: SOL-W-0313 Furnish Mack Truck Factory Authorized Parts & Service

Craig,

The Division of Public Works is recommending the award to supply Mack Truck Authorized Factory Parts & Service to M & K Truck Centers.

M & K Truck Centers located at, 37580 Mound RD., Sterling Heights, MI 48310, is the sole authorized dealer for Mack Truck parts and service in our area.

The City of Warren currently operates thirty-five (35) Mack Trucks.

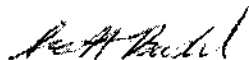
Last year's award was increased to \$200,000. However, with the increasing price of parts, and our Mack fleet being another year older, the Division of Public Works is asking for a five (5) year award, not to exceed \$250,000 per year.

This award will commence on 10/30/2025 or upon City Council approval, which ever is later.

Funds for this will be paid from DPW account 101-1442-86300.

I will be available to you or City Council for any questions in regards to this award by the Division of Public Works.

Respectfully,



Scott Raedel  
Superintendent  
Division of Public Works



**RESOLUTION**

Document No: SOL-W-1653

Product or Service: Mack Truck Parts and Service

Requesting Department: Department of Public Works (DPW)

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

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

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

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

Upon performing a diligent inquiry, the Department of Public Works (DPW) has determined that it is necessary, in the interests of the City, to acquire supplies, materials, equipment and/or goods from a sole source.

M&K Truck Centers, 37580 Mound Road, Sterling Heights, MI 48310-1422, has been selected as the sole source provider for furnishing Mack Truck Factory Authorized Parts and Service, as they are the only Factory Authorized Service Dealer in the area.

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

Funds are available in the DPW Vehicle Maintenance Account: 101-1442-86300.

IT IS RESOLVED, that the sole source purchase of Mack factory authorized parts and service through M&K Truck Centers is hereby accepted by City Council,



commencing on October 30, 2025, or upon City Council approval, whichever occurs later, for a five (5) year period, in an annual amount not to exceed \$250,000.00

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

☐ Contract  
☒ Resolution

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

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

\_\_\_\_\_

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: AUGUST 7, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: TRI-W-1413; INCREASE OF AWARD FOR THE PURCHASE TWO (2) SALT TRUCKS, UTILIZING THE CITY OF ROCHESTER HILLS CONTRACT #RFP-RH-20-2023.

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that City Council approve an increase of award to Wolverine Freightliner – Eastside, 107 S. Groesbeck, Mt. Clemens, MI 48043, in the total amount of \$3,000.00 (\$1,500.00 per truck), from \$250,296.00 to \$253,296.00, for the purpose of purchasing two (2) 2026 Freightliner Cab & Chassis.

**If City Council approves this increase, payment shall be authorized to be made within ten (10) days of satisfactory receipt of each vehicle.**

On January 14<sup>th</sup>, 2025, your honorable body approved an award to Wolverine Freightliner – Eastside (\$250,296.00) and Truck & Trailer Specialties (\$371,160.00) for the purchase of two (2) salt trucks, which consists of the cab & chassis from Wolverine and the spreader bodies from Truck & Trailer, utilizing the City of Rochester Hills Cooperative Contract #RFP-RH-20-2023 (see attached).

Wolverine has informed the City that they were impacted by a tariff increase for each of the two (2) cab & chassis in the amount of \$1,500.00 each (see attached documentation). Due to the tariff increase, the DPW is requesting an increase of award from \$250,296.00 to \$253,296.00 to cover the cost of the tariff increase.

At this time, Truck & Trailer has not indicated that they have been charged additional tariff costs.

Funds are available in the 2024 Capital Equipment Bond: 402-9402-97400.

Respectfully Submitted,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/18/2025
Controller:		8/18/25
MAYOR:		8/19/2025





innovative by nature

Bryan K. Barnett  
Mayor

## CONTRACT AMENDMENT

City Council

Ravi Yalamanchi  
District 1

Adam Kochenderfer  
District 2

Greg Hooper  
District 3

Nathan Klomp  
District 4

James Rosen  
At-Large

Mark Tiedel  
At-Large

Michael Webber  
At-Large

City of Rochester Hills  
Purchasing Division  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Re: RFP-RH-20-023

Contract Amendment 1 - Wolverine Freightliner-Eastside, Inc. - Chassis

This contract is amended as follows:

### Single and Tandem Axle Dump Trucks, Parts, and Related Equipment/Services

This is a Contract Amendment, dated this 15<sup>th</sup> day of November, 2023, to the Single and Tandem Axle Dump Trucks, Parts, and Related Services between Wolverine Freightliner Eastside ("Contractor"), a Michigan corporation, whose address is 107 S. Groesbeck, Mt. Clemens, Michigan 48043, and the City of Rochester Hills ("City") a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, dated September 25th, 2020.

1. The parties agree that by execution of this Addendum that the contract's two year renewal option of the contract has been exercised and the new term of the contract will expire as of September 30, 2025.
2. All other provisions of the contract shall remain the same

In witness whereof, the Parties hereto have executed this Addendum the day and year written above.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

Steve Sexton  
Steve Sexton, Government Sales Manager  
Wolverine Freightliner

Steven Sexton Municipal Sales mgr  
Printed name and title

Wolverine Freightliner  
Company name

The above referenced contract amendment is hereby executed this

15 th day of November, 2023 at  
Rochester Hills, Michigan.

Bryan Barnett  
Mayor



# Wolverine Freightliner Eastside, Inc.

107 S. Groesbeck Hwy

Mt. Clemens, MI 48043

586 783 2444

---

## INVOICE

## EWP8265

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City of Warren  
12801 Stephens Rd  
Warren, MI 48089

August 5, 2025

Customer PO # **2529992**

---

QTY	1	2026	Freightliner 108SD		\$125,109.00
			Tariff Fee	\$	1,500.00
		VIN:	3ALHG5FE6TDWP8265		

CVR Fee	24.00
Sales Tax	0
Title Fee	15.00
Plate Fee	
F.E.T	0

### Delivered Price

Minus Rebates  
Minus Net Trade Value  
Cash On Delivery  
Minus Deposit

**NET DUE** **\$126,648.00**

Please remit to:

Wolverine Freightliner Eastside, Inc.  
107 S. Groesbeck Hwy  
Mt. Clemens, MI 48043



# VEHICLE DATA CODE INQUIRY

---

## VEHICLE DETAIL

<b>Serial Number:</b>	WP8265	<b>Plant Code:</b>	SAN
<b>Fleet Size:</b>	2	<b>VIN:</b>	3ALHG5FE6TDWP8265
<b>Split Range:</b>	WP8265/WP8266	<b>Customer Name:</b>	ROCH HILLS C
<b>TSO Number:</b>	SSWARRENTA	<b>Salesperson:</b>	STEVEN SEXTON
<b>Pilot:</b>	N	<b>CAE Coordinator:</b>	THOMAS RENFREW
<b>Open TCO:</b>	N 7	<b>Customer Account:</b>	Y74704

---

## SPECIFICATIONS

<b>Base Model:</b>	108SD	<b>Cab Size:</b>	108
<b>Sleeper Size:</b>	000	<b>Qty Cab Colors:</b>	1
<b>Key Code:</b>	FT2192	<b>Engine Model:</b>	CL090
<b>Transmission Model:</b>	3000RDS	<b>Auxiliary Transmission:</b>	
<b>Front Axle:</b>	MFS18133	<b>Rear Axle:</b>	T46M
<b>Tag/Pusher Axle Model:</b>		<b>Suspension Model:</b>	PRIMAAX
<b>TSO Processing:</b>	COMPLETE	<b>Engineering CWOS:</b>	COMPLETE
<b>Pricing Issues:</b>	COMPLETE		

---

## SCHEDULE

<b>Order Status:</b>	DEALER RECEIVED	<b>Status Date:</b>	2025-07-02
<b>Order Received Date:</b>	2025-02-18	<b>Delivery Requested Date:</b>	2025-05-20
<b>Latest Accept Date:</b>	2025-07-31	<b>Projected Delivery Date:</b>	2025-06-30
<b>Order Released Date:</b>	2025-04-18	<b>Ship Method:</b>	DRIVEABLE

---

## SHIPPING/PRICING

<b>Transit Start Date:</b>	2025-06-27	<b>Estimated Arrival Date:</b>	2025-07-03
<b>Delivered Date:</b>	2025-07-02	<b>Spec Con Date:</b>	2025-04-23
<b>Official Invoice Date:</b>	2025-06-24	<b>Retail Sold Date:</b>	
<b>Concession Number:</b>	6M9502	<b>Price Level:</b>	PRL-29D
<b>PDI Received Date:</b>		<b>PDI Returned Date:</b>	
<b>Approval Date:</b>		<b>TCO Approval:</b>	
<b>Ship To:</b>	WOLVERINE FREIGHTLINER EASTSID 107 S GROESBECK HWY MOUNT CLEMENS ,MI48043 USA		

**Ship Instructions:**



<b>Databook</b>	<b>Origin TCO #</b>	<b>Description</b>	<b>Value</b>
PAT-025	006	TARIFF IMPACT FEE M2 106/112, 108/114 SD	1,500



# Wolverine Freightliner Eastside, Inc.

107 S. Groesbeck Hwy

Mt. Clemens, MI 48043

586 783 2444

---

## INVOICE

## EWP8266

---

City of Warren  
12801 Stephens Rd  
Warren, MI 48089

August 5, 2025

Customer PO # **2529992**

---

QTY	1	2026	Freightliner 108SD		\$125,109.00
			Tariff Fee	\$	1,500.00
		VIN:	3ALHG5FE8TDWP8266		

CVR Fee	24.00
Sales Tax	0
Title Fee	15.00
Plate Fee	
F.E.T	0

### Delivered Price

Minus Rebates  
Minus Net Trade Value  
Cash On Delivery  
Minus Deposit

**NET DUE** **\$126,648.00**

Please remit to:

Wolverine Freightliner Eastside, Inc.  
107 S. Groesbeck Hwy  
Mt. Clemens, MI 48043



# VEHICLE DATA CODE INQUIRY

---

## VEHICLE DETAIL

<b>Serial Number:</b>	WP8266	<b>Plant Code:</b>	SAN
<b>Fleet Size:</b>	2	<b>VIN:</b>	3ALHG5FE8TDWP8266
<b>Split Range:</b>	WP8265/WP8266	<b>Customer Name:</b>	ROCH HILLS C
<b>TSO Number:</b>	SSWARRENTA	<b>Salesperson:</b>	STEVEN SEXTON
<b>Pilot:</b>	N	<b>CAE Coordinator:</b>	THOMAS RENFREW
<b>Open TCO:</b>	N 7	<b>Customer Account:</b>	Y74704

---

## SPECIFICATIONS

<b>Base Model:</b>	108SD	<b>Cab Size:</b>	108
<b>Sleeper Size:</b>	000	<b>Qty Cab Colors:</b>	1
<b>Key Code:</b>	FT1678	<b>Engine Model:</b>	CL090
<b>Transmission Model:</b>	3000RDS	<b>Auxiliary Transmission:</b>	
<b>Front Axle:</b>	MFS18133	<b>Rear Axle:</b>	T46M
<b>Tag/Pusher Axle Model:</b>		<b>Suspension Model:</b>	PRIMAAX
<b>TSO Processing:</b>	COMPLETE	<b>Engineering CWOS:</b>	COMPLETE
<b>Pricing Issues:</b>	COMPLETE		

---

## SCHEDULE

<b>Order Status:</b>	DEALER RECEIVED	<b>Status Date:</b>	2025-07-02
<b>Order Received Date:</b>	2025-02-18	<b>Delivery Requested Date:</b>	2025-05-20
<b>Latest Accept Date:</b>	2025-07-31	<b>Projected Delivery Date:</b>	2025-07-01
<b>Order Released Date:</b>	2025-04-18	<b>Ship Method:</b>	DRIVEABLE

---

## SHIPPING/PRICING

<b>Transit Start Date:</b>	2025-06-27	<b>Estimated Arrival Date:</b>	2025-07-21
<b>Delivered Date:</b>	2025-07-02	<b>Spec Con Date:</b>	2025-04-23
<b>Official Invoice Date:</b>	2025-06-23	<b>Retail Sold Date:</b>	
<b>Concession Number:</b>	6M9502	<b>Price Level:</b>	PRL-29D
<b>PDI Received Date:</b>		<b>PDI Returned Date:</b>	
<b>Approval Date:</b>		<b>TCO Approval:</b>	
<b>Ship To:</b>	WOLVERINE FREIGHTLINER EASTSID 107 S GROESBECK HWY MOUNT CLEMENS ,MI48043 USA		

**Ship Instructions:**



<b>Databook</b>	<b>Origin TCO #</b>	<b>Description</b>	<b>Value</b>
PAT-025	006	TARIFF IMPACT FEE M2 106/112, 108/114 SD	1,500



Date: August 6, 2025

To: Craig Treppa, Purchasing Agent

From: Scott Raedel, DPW Superintendent

RE: Wolverine Freight Liner Bid Increase, P.O. 2529992

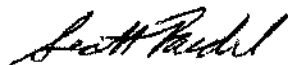
Craig,

The Division of Public Works is requesting an increase from \$250,296 to \$253,296 for Wolverine Freight Liner, bid #ITB-W-1413, for two (2) 2026 Freightliner Cab & Chassis. The reason for this increase is due to Tariff Fees of \$1,500 per vehicle (a total of \$3,000).

Funds for this will be paid from DPW account 402-9402-97400.

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

Sincerely,

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

Scott Raedel  
Superintendent  
Division of Public Works

Attachments



**RESOLUTION**

Document Number: TRI-W-1413 Increase of Award

Product or Service: Two (2) Salt Trucks

Requesting Department: Department of Public Works (DPW)

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

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

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

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

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

On January 14, 2025, City Council awarded the purchase of two (2) Salt Trucks from Wolverine Freightliner – Eastside, 107 S. Groesbeck, Mt. Clemens, MI 48043, in the amount of \$250,296.00 and spreader bodies for each from Truck & Trailer Specialties, in the amount of \$371,160.00.

Due to tariff increases imposed on Wolverine Freightliner – Eastside, the Department of Public Works (DPW) has determined that it is in the best interest of the City, that the award be increased, for the purchase of two (2) Salt Trucks, from \$250,296.00 to \$253,296.00 (an increase of \$1,500.00 per truck), to cover the costs of the tariff increase.

Funds are available in account number: 402-9402-97400.



IT IS RESOLVED, that the increase of award to Wolverine Freightliner - Eastside, is hereby accepted by City Council, for the purchase of Two (2) Salt Trucks, from \$250,296.00 to \$253,296.00.

IT IS FURTHER RESOLVED, that payment shall be made within ten (10) days of satisfactory receipt of each vehicle.

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

☒ Cooperative Bid document  
☐ Contract  
☒ Resolution

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

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

\_\_\_\_\_

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
  ) SS.  
COUNTY OF MACOMB    )

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

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





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

DATE: AUGUST 28, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: TRI-W-1678; RECOMMENDATION TO AWARD THE PURCHASE OF ONE (1) 2027 FREIGHTLINER CAB & CHASSIS AND THE INSTALLATION OF ONE (1) DUMP BODY AND CUSTOM LIGHTING, UTILIZING THE CITY OF ROCHESTER HILLS COOPERATIVE CONTRACT (RFP-RH-20-023).

**RECOMMENDATION:**

The Purchasing Division concurs with the Water Division and recommends the purchase of One (1) 2027 Freightliner Cab & Chassis, along with the installation of One (1) Dump Body and Custom Lighting to the vendors and Cooperative Contracts listed below, in a total amount not to exceed \$209,968.00.

VENDOR	DESCRIPTION	COOPERATIVE CONTRACT	EXTENDED PRICE
Wolverine Freightliner – Eastside, Inc. 107 S. Groesbeck Mt. Clemens, MI 48043	One (1) 2027 Freightliner Cab & Chassis	Rochester Hills Cooperative Contract #RFP-RH-20-023	\$ 134,943.00
Truck & Trailer Specialties, Inc. 900 Grand Oaks Drive Howell, MI 48843	One (1) Dump Body & Custom Lighting		\$ 75,025.00
GRAND TOTAL:			\$ 209,968.00

**If the City Council approves this purchase, payment shall be authorized to be made within ten (10) days of successful acceptance of vehicle.**

On February 10, 2020, the City of Rochester Hills, MI acting as the lead agency on behalf of themselves, Auburn Hills, Farmington Hills, Livonia, Madison Heights, and Bloomfield Township, solicited proposals to furnish Single/Tandem Dump Trucks, parts and related services.

The proposal was developed with the intent of having the ability to procure Single/Tandem Axle Dump Trucks that met all of the entities specification and to create an award that would offer a comprehensive list of chassis, parts, truck equipment, and related services for these trucks.



This RFP created a comprehensive cooperative agreement for entities of the Michigan Inter-governmental Trade Network (MITN) purchasing cooperative group to utilize and aggregate volumes of the agencies to generate best value offers from qualified Single/Tandem Axle Chassis and Truck Equipment Vendors.

On September 25, 2020 Rochester Hills executed an agreement for RFP-RH-20-023 for Single/Tandem Axle Dump Trucks, Parts, and related Equipment/Services to Wolverine Freightliner-Eastside (Chassis) and Truck & Trailer Specialties, Inc. (Dump Body and related Equipment). This award commenced on October 1, 2020 for a three-year period with an option to extend for an additional two-year term, with mutual consent of both parties.

On December 1, 2023 Rochester Hills executed an Addendum that the contract's two-year renewal option of the contract had been exercised and extended through September 30, 2025.

The Water Division is recommending the purchase of One (1) 2027 Freightliner Cab & Chassis from Wolverine Freightliner – Eastside, Inc., and the installation of One (1) Dump Body and Custom Lighting from Truck & Trailer Specialties, Inc., utilizing the City of Rochester Hills contract #RFP-RH-20-023 (see attached).

If approved by your honorable body, the new vehicle will replace a 2002 GMC Dump Truck, which, after years of use, will be auctioned off due to reaching its life expectancy.

Funds are available in the Water and Sewer System Budget Account: 592-9047-98040.

Respectfully Submitted,

Read and Concur,



Shanah Turner  
Assistant Buyer



Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/27/2025
Controller:		8/28/25
MAYOR:		9/2/2025





innovative by nature

Bryan K. Barnett  
Mayor

## CONTRACT AMENDMENT

### City Council

Ravi Yalamanchi  
District 1

Adam Kochenderfer  
District 2

Greg Hooper  
District 3

Nathan Klomp  
District 4

James Rosen  
At-Large

Mark Tiadel  
At-Large

Michael Webber  
At-Large

City of Rochester Hills  
Purchasing Division  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Re: RFP-RH-20-023

Contract Amendment 1 – Wolverine Freightliner-Eastside, Inc. - Chassis

This contract is amended as follows:

### Single and Tandem Axle Dump Trucks, Parts, and Related Equipment/Services

This is a Contract Amendment, dated this 15<sup>th</sup> day of November, 2023, to the Single and Tandem Axle Dump Trucks, Parts, and Related Services between Wolverine Freightliner Eastside ("Contractor"), a Michigan corporation, whose address is 107 S. Groesbeck, Mt. Clemens, Michigan 48043, and the City of Rochester Hills ("City") a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, dated September 25th, 2020.

1. The parties agree that by execution of this Addendum that the contract's two year renewal option of the contract has been exercised and the new term of the contract will expire as of September 30, 2025.
2. All other provisions of the contract shall remain the same

In witness whereof, the Parties hereto have executed this Addendum the day and year written above.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

Steve Sexton  
Steve Sexton, Government Sales Manager  
Wolverine Freightliner

Steven Sexton Municipal Sales mgr  
Printed name and title  
Wolverine Freightliner  
Company name

The above referenced contract amendment is hereby executed this

16th day of November, 2023 at  
Rochester Hills, Michigan.

Bryan Barnett  
Mayor





107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

8/26/2025

City of Warren Water Dept  
RE: RH Co-Op Chassis Pricing

Attn: Mr. Dave Koss

The following is 2027 Model Year Freightliner chassis pricing information per your request. Pricing and conditions are per the proposed Rochester Hills Co-op RFP-RH-20-023 agreement. Actual price is subject to change once we receive formal pricing for 2027 MY.

Tandem Axle Dump 80,000 GVW  
Chassis Model: 114SD Plus  
Base Chassis Price: ..... \$97,183  
114SD upgrade ..... 1,968 Add  
Plus Model Upgrade ..... 2,000 Add  
2022 Model Year ..... 1,100 Add  
2023 Model Year ..... 1,500 Add  
2023 pricing surcharge ..... \$6,700 Add  
2024 Model Year increase for 114SD..... \$5,925 Add  
2025 Model & Surcharge ..... 5,500 Add  
2026 Model Year ..... 3,750 Add  
2027 Model Year Increase ..... 3,750 Add  
Current U.S. Tariff Fee ..... 1,500 Add  
Upgrade Cummins L9 370 HP (in lieu of 330 HP).. 2,869 Add  
13 Gal DEF Tank upgrade with aluminum cover ... 110 Add  
Block Heater ..... 45 Add  
Power steering cooler ..... 120 Add  
Front axle & spring upgrade to 20k from 18k ..... 1,116 Add  
¼ inch inner frame reinforcement ..... 600 Add  
14" Severe Duty Bumper ..... 342 Add  
Fender Extensions ..... 50 Add  
Safety Package ..... 187 Add  
Power Windows & Locks..... 219 Add  
Premium Drivers Seat ..... 134 Add  
Heated Dump Sensors, switches and program ..... 1,500 Add  
Extended Cooling System Warranty (114SD) ..... 435 Add  
2027 Warranty Price Adjustments ..... 835 Add  
RH Under cab exhaust ..... 842 Deduct  
Delete Scraper Prep ..... 423 Deduct  
Delete Hood Hatches ..... 361 Deduct  
  
**TOTAL: ..... \$ 134,943 each**

Steven Sexton  
Municipal Sales Manager  
Wolverine Truck Group





innovative by nature

Bryan K. Barnett  
Mayor

## CONTRACT AMENDMENT

City Council

Ravi Yalamanchi  
District 1

Adam Kochenderfer  
District 2

Greg Hooper  
District 3

Nathan Klomp  
District 4

James Rosen  
At-Large

Mark Tisdell  
At-Large

Michael Webber  
At-Large

City of Rochester Hills  
Purchasing Division  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Re: RFP-RH-20-023

Contract Amendment 1 – Truck and Trailer Specialties. – Truck Body

This contract is amended as follows:

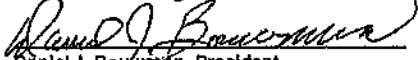
### Single and Tandem Axle Dump Trucks, Parts, and Related Equipment/Services

This is a Contract Amendment, dated this 1st day of December, 2023, to the Single and Tandem Axle Dump Trucks, Parts, and Related Services between Truck and Trailer Specialties ("Contractor"), a Michigan corporation, whose address is 6726 Hanna Lake Road, S.E., Dutton, MI 49316, and the City of Rochester Hills ("City") a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, dated September 25th, 2020.

1. The parties agree that by execution of this Addendum that the contract's two year renewal option of the contract has been exercised and the new term of the contract will expire as of September 30, 2025.
2. All other provisions of the contract shall remain the same

In witness whereof, the Parties hereto have executed this Addendum the day and year written above.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

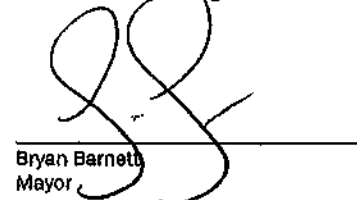
  
Daniel J. Bowman, President  
Truck and Trailer Specialties

Daniel J. Bowman Pres.  
Printed name and title

Truck & Trailer Specialties, Inc.  
Company name

The above referenced contract amendment is hereby executed this

1st day of December 2023 at  
Rochester Hills, Michigan.

  
Bryan Barnett  
Mayor



# TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | [www.ttspec.com](http://www.ttspec.com) | ph: (517) 552-3855 | fx: (517) 552-3666

**August 22, 2025**

City of Warren  
12821 Stephens, Warren, MI 48089  
Attn: Derek Richter, Water Supervisor, ph: (586) 601-5450  
HQ0005278

## Equipment Quotation

The following pricing is based on City of Rochester Hills RFP-RH-20-023 contract awarded September 2020

- Install Crysteel 12' Select Dump Body including the following:**  
144" body length, 84" inside width and 96" outside width  
62" front height, 44" side height and 52" rear height (11.4 cu yd capacity water level)  
Body construction throughout is AR450 steel  
3/16" sides and front including tailgate and 1/4" floor with 8" radius  
Rear pillars constructed of 7-gauge A1011 steel  
Construction of the sides shall include a boxed top rail  
Single panel, pressed-in horizontal side braces  
24" wide rear pillar  
Rear tailgate will be 9-panel design  
Tailgate will be air-operated  
Crossmemberless understructure shall have 10" trapezoidal 1/4" A1011 longsills  
24" cabshield constructed of 7-gauge A1011 steel  
Body prop kit on each side of the frame  
Install Cougar model 3200 DC box vibrator  
Install branch deflector on cabshield to protect tarp system, passenger-side  
Install turnbuckles in tailgate  
Install license plate bracket in upper left corner of tailgate  
Install 3-hole light wedges on rear pillars for lighting  
Install side-mounted fixed step and one grab handle, driver-side at front corner of dump  
Install 8" hardwood sideboards (13.5 cu yd capacity with sideboards) with mid-body steel supports  
Install proximity switch for body-up light  
Install conspicuity tape at rear and available sides of dump body
- Install Hydraulic-operated high-lift tailgate with in-cab control**
- Install Heated Body Design including the following:**  
Trapezoidal longsills and floor/side radius with heated design exiting at top of rear pillars with exit covers  
**Heated Body Kit includes:** Diverter box, spring box, air cylinder/valve & on/off switch  
Chassis output wire for regen mode to disable heated dump option  
Exhaust control box switch in-cab with heated box indicator light
- Install Mailhot model G4120-5-3 DA Telescopic Hoist including the following:**  
Greaseable rear hinge and replaceable rear pin  
Hoist is double-acting and trunnion-mounted  
Install remote lube grease line kit for Mailhot hoists
- Install Roll-Rite Electric Tarp System including the following:**  
TarpMaster motor/gear box  
Mesh tarp cover  
Aluminum tarp and 3-spring tension bows with offset elbows



# TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | [www.ttspec.com](http://www.ttspec.com) | ph: (517) 552-3855 | fx: (517) 552-3666

Aluminum wind deflector

**Install Central Hydraulic System including the following:**

Hot-shift PTO with direct-mounted Permco 3.94 CID gear pump  
Low-oil shutdown system wired into PTO to disengage PTO when a low-oil situation exists  
32-gallon Slimline (part# TPH30210) oil reservoir with tank-mounted filter, ball valve shut-off on supply port and a sight/temp gauge on the end of the tank  
Low oil sensor in tank  
All necessary hoses and fittings

**Install Rexroth 2m4-12 control valve including the following sections:**

Unloader section for gear pump operation (2,500 PSI)  
Air-controlled Hoist DA section with 500 PSI A port load-sense relief (34 GPM)  
EPC-controlled High-lift Tailgate SA section with 2,000 PSI B port load-sense relief (4 GPM)

Stainless steel valve enclosure

Apsco single-axis air lever with detent for hoist up/down in center console

**Install Custom Lighting & Electrical System including the following:**

Three-hole rear wedge light boxes on rear pillars including:

Two(2) SoundOff LED nForce (mo. ENFSLSDG12) green/amber flashers mounted in top position  
Two (2) SoundOff LED S/T/T lights mounted in 2nd position  
Two (2) SoundOff LED backup lights mounted in 3rd position

Ten (10) SoundOff LED mPower (mo. EMPS20V38-P) amber/green flashers mounted as follows:

Two (2) in chassis grille  
Two (2) on cabshield, front-facing  
Two (2) under cabshield, side-facing\*  
Four (4) side-facing\*, one on each side at rear end of dump, one on each side bottom of hood  
\*Flashers on each side wired to separate switch for backhoe loading

Two (2) SoundOff LED work/flood lights mounted at rear

LED marker light kit on dump body (no 3-light cluster)

Betts junction box with sealed wiring

Backup alarm

Electric brake controller

Chassis switches for: warning flashers, side flashers, work lights & exhaust control box heat

Console indicators for: PTO on, low-oil, body-up & heated box

Console switch for: low-oil override

InPower 8-pack console switches for: tarp open/close, PTO, vibrator, tailgate, spare, high-lift up/down

**Install ¾" Steel Rear Hitch Assembly including the following:**

PH20 Pintle hook, multi-drill pattern for adjustable mounting heights (set at 21" from ground to cradle)

Rear tow hooks to outside of frames

D-rings for safety chains

OEM taillights recessed into hitch plate

7-way RV plug

**Install Minimizer Spray Control Fenders for tandem chassis including the following:**

Min900B Minimizer tandem fender kit – Black

B4578BTPA plastic fender mounting kit

Mudflaps in front of and behind the drive tires incorporated to poly fenders

**Install Minimizer Floor Mats for Freightliner 114 SD (mo. FKRTL2B-MIN / 10002265)**

**Paint Bottom of body, body hinge, body props & rear hitch and attaching hardware Black  
Dump body to be painted one color Blue (paint code to be supplied by City to match)**

Minimum full 1-year warranty on parts and labor on all equipment.

Crysteel dump body include a 3-year 100% parts and labor warranty with additional 2 years, 50% parts and labor.



# TRUCK & TRAILER *Specialties, Inc.*

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**Above equipment installed and painted pricing: \$75,025.00 ea.**

**Chassis requirements to be confirmed at time of order:**

CT: 98"

PTO provision

Battery box mounted streetside behind fuel tank

Horizontal DPF mounted under curbside door with a vertical tailpipe

13-gallon DEF behind Front fender

PTO provision off transmission with PTO switch

52" axle spacing

Trailer wiring to the rear for electric brake controller

2-way heavy-duty 150-amp receptacle wired hot between seats (code: 30K-063)

OEM front bumper

60-gallon round fuel tank under streetside cab, fuel tank forward

Stationary grille

Chassis programmable 4-pack of switches

Chassis dealer-installed output wire for regen mode to disable heated dump option

**Payment Terms:** Net 45. Pricing effective for 30 days.

Pricing does not include any of the Rochester Hills RFQ discounts that may be applicable.

2% discount off total will be taken at invoice if payment received within 30 days.

**FOB:** City of Warren

**Delivery:** 12 months ARO, depending on chassis arrival

**Thank you for the opportunity to quote.**

Respectfully submitted by,  
Jon Luea/Brian Bouwman





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**Water Division**  
**12821 Stephens Road**  
**Warren, MI 48089**  
**(586) 759-9200**

**David Koss**  
**Superintendent**

August 20, 2025

Craig Treppa, Purchasing Agent  
Purchasing Division of the City of Warren

RE: 2027 Freightliner Cab & Chassis with Dump Body and Custom Lighting

Dear Mr. Treppa,

The Water Department is recommending the purchase of one 2027 Freightliner chassis, model 114SD Plus, from Wolverine Truck Group at a cost of **\$134,943.00**. In addition, we recommend awarding the installation of the dump body and custom lighting to Truck & Trailer Specialties Inc. at a cost of **\$75,025.00**. This brings the total recommended project amount to **\$209,968.00**.

Both the chassis and the dump body installation will be purchased through the **Rochester Hills Cooperative Bid Proposal RFP-RH-20-023**. Please find the supporting documentation attached.

- Wolverine Truck Group has previously delivered this type of vehicle to the City without complications.
- Truck & Trailer Specialties Inc. has successfully completed similar work on other City vehicles with satisfactory results.

This purchase is budgeted in the **2026 Water and Sewer System Budget**, under account number **#592-9047-98040**.

I will be available at the upcoming City Council meeting to answer any questions regarding this request. Please feel free to contact me at the office at **586-759-9234** or on my cell at **586-601-5450**.

If you concur with this recommendation, please forward it to the Mayor and City Council for approval.

Sincerely,

A handwritten signature in cursive script that reads "Derek Richter".

Derek Richter, Deputy Superintendent  
City of Warren Water Division



**RESOLUTION**

Document No: TRI-W-1678

Product or Service: One (1) 2027 Cab & Chassis and One (1) Dump Body & Custom Lighting

Requesting Department: Water Division

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

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

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

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

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

Upon performing a diligent inquiry, the Water Division Deputy Superintendent has determined that is it necessary in the interest of the Water Division and the City, to acquire one (1) 2027 Freightliner Cab & Chassis from Wolverine Freightliner – Eastside, Inc., 107 S. Groesbeck, Mt. Clemens, MI 48043, in the amount of \$134,943.00 and for the Installation of one (1) Dump Body and Custom Lighting from Truck & Trailer Specialties, Inc., 900 Grand Oaks Drive, Howell, MI 48843, in the amount of



\$75,025.00, utilizing the Rochester Hills cooperative contract #RFP-RH-20-023, for a total cost of \$209,968.00 pursuant to cooperative purchasing.

Funds are available in account number: 592-9047-98040

IT IS RESOLVED, that the cooperative purchase through Wolverine Freightliner – Eastside, Inc. and Truck & Trailer Specialties Inc. is hereby accepted by City Council for a total cost of \$209,968.00, and payment is authorized by City Council to be paid within ten (10) days of satisfactory receipt of the vehicle.

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

- ☒ Cooperative Bid document
- ☐ Contract
- ☒ Resolution

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

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

\_\_\_\_\_

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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



DATE: AUGUST 28, 2025  
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL  
SUBJECT: TRI-W-1680; PURCHASE OF BAR CARTS AND LIDS THROUGH THE SOURCEWELL COOPERATIVE CONTRACT #120324-CEI.

The Purchasing Division concurs with the Sanitation Division and recommends that City Council authorize the purchase of additional Trash, Recycling, and Compost Bar Carts and Lids from Cascade Engineering Company, 5175 36<sup>th</sup> Street SE, Grand Rapids, MI 49512, in the total amount of \$42,042.00, per the table shown below, utilizing the Sourcwell Cooperative Contract #120324-CEI (see attached).

Vendor	Product	Qty. (Each)	Unit Price	Extended Price
Cascade Engineering Company	Blue Bar Cart with Blue Lid (Trash)	312	\$49.75	\$ 15,522.00
	Blue Bar Cart with Green Lid (Recycling)	312	\$49.75	\$ 15,522.00
	Blue Bar Cart with Brown Lid (Compost)	208	\$49.75	\$ 10,348.00
	Shipping:			\$ 650.00
Total Charges:				\$ 42,042.00

Several of the City's bar carts have been damaged from wear and tear, weather, and regular use. If approved by your honorable body, the bar carts purchased from Cascade Engineering, Inc. shall continue to provide better durability and longer service life, reducing the frequent bar cart replacements and service interruptions.

The City will utilize the Sourcwell Cooperative Contract #120324-CEI for this purchase.

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

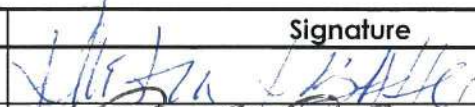
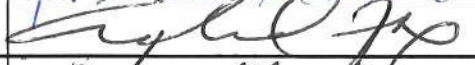

Respectfully Submitted,

Read and Concur,




Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/28/2025
Controller:		8/28/2025
MAYOR:		9/2/2025

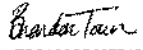




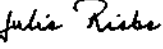
## Proposal Evaluation

### Plastic Refuse and Recycling Containers RFP #120324


	Possible Points	Big Belly Solar, LLC	Cascade Engineering, Inc.	Macro Plastics Inc	ORBIS Canada	Otto Environmental Systems North America, Inc	Prairie Robotics Inc.	Recycle Coach	Rehrig Pacific Company	Routeware, Inc.	Schaefer Plastics North America, LLC	The Prestwick Group	Toter, LLC
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	39	45	41	39	42	36	36	43	38	43	41	43
Ability to Sell and Deliver Solutions	150	106	126	115	114	123	109	108	122	111	124	117	125
Marketing Plan	100	76	86	73	76	74	74	75	89	79	85	73	82
Value Added Attributes	100	80	87	80	74	78	76	70	83	76	84	83	86
Depth and Breadth of Offered Solutions	200	144	174	144	136	152	128	130	162	136	155	159	172
Pricing	400	277	343	289	278	306	299	303	319	288	305	318	330
Total Points	1,000	722	861	742	717	775	722	722	818	728	796	791	838
Rank Order		10	1	7	12	6	10	10	3	8	4	5	2

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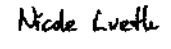
Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

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Julie Riebe, Procurement Analyst II

Signed by:  
  
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Joshua Young, CPPB, NIGP-CPP, Procurement Analyst II

DocuSigned by:  
  
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Nicole Lueth, Procurement Analyst





**MASTER AGREEMENT #120324**

**CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions**

**SUPPLIER: Cascade Engineering, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cascade Engineering, Inc., 5175 36<sup>th</sup> St. SE, Grand Rapids, MI 49512 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about



Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 4, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #120324 to Participating Entities. In Scope solutions include:
  - a) Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
  - b) Lift and tipping solutions for stationary carts and dumpsters;
  - c) Maintenance, repair, and similar services of containers; and,
  - d) Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections a.-c., above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**





CASCADE ENGINEERING  
5175 36TH ST SE  
GRAND RAPIDS, MI 49512-2085  
United States 616-975-4800

Order Number C448243	Rev 1	Order Date 08/26/2025	Print Date 08/26/2025
Sold To MU88161	Ship To MU88161	Purchase Order KevinKitka082625	

## Sales Order

<b>Sold To</b> CITY OF WARREN 25601 FLANDERS WARREN, MI 48089 United States	<b>Ship To</b> CITY OF WARREN 25601 FLANDERS WARREN, MI 48089 United States
<b>Attention</b> KEVIN 586-775-1400	<b>Attention</b> KEVIN 586-775-1400
<b>Salesperson</b> REGION #20 - BRIAN MILLER Email: Brian.Miller@cascadeng.com Phone: (616) 915-1693	
<b>Ship Via</b>	<b>FOB Point</b> WARREN, MI
<b>Remarks</b>	<b>Project</b> ZNJP0340

Ln	Item Number	Due Date	Quantity Ordered	Price	Extended Price
1	9696317-EV-13STK CART 96 BLU MUNI/WARREN/ LID BLU MUNI/HS	09/23/2025	312.0 EA	49.75	15,522.00
2	9696318-EV-13STK CART 96 BLU MUNI/WARREN/ LID GRN GRASS/HS	09/23/2025	312.0 EA	49.75	15,522.00
3	9696319-EV-13STK CART 96 BLU MUNI/WARREN/ LID BRN MED/HS	09/23/2025	208.0 EA	49.75	10,348.00

ORDER SUMMARY		
Currency USD	Line Total	41,392.00
	Shipping	650.00
	Taxable-Shipping	0.00
		0.00
	Total Tax	0.00
	Total	42,042.00

All sale transactions are subject to Cascade Cart Solutions, a Cascade Engineering Company, Standard Terms and Conditions of Sale, published on our website [https://www.cascadeng.com/sites/default/files/cascade-engineering-terms-and-conditions-of-sale\\_0.pdf](https://www.cascadeng.com/sites/default/files/cascade-engineering-terms-and-conditions-of-sale_0.pdf)



CITY OF WARREN  
DIVISION OF SANITATION

INTER - OFFICE CORRESPONDENCE

DATE: August 27, 2025  
TO: Craig Treppa, Purchasing Agent  
SUBJECT: 96-Gallon Trash Carts

The City of Warren Sanitation Division is requesting to purchase 312 – 96-gallon trash carts, 208 – 96-gallon compost carts and 312 – 96-gallon recycle carts at a cost of \$49.75 for each cart.

This purchase will be done through the Cascade Sourcewell Contract #120324-CEI.

Cascade Engineering Inc., 5175 36<sup>th</sup> Street SE, Grand Rapids, Michigan 49512 has supplied a quote (see attached) for the carts.

Over the past three months, we have replaced more than 1,000 carts due to the damage from wear and tear, weather and regular use. We need to stock our inventory once again.

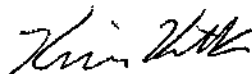
We are going to use Cascade Engineering for the carts because they are a better-quality product. This is a worthwhile investment that will reduce future replacement frequency and service interruptions.

Many carts have simply reached the end of their useful life and require full replacement.

The Sanitation Division is requesting to purchase these carts for \$41,392.00 plus shipping and handling at the cost of \$650.00 for a grand total of \$42,042.00.

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

Respectfully Submitted



Kevin Kitka  
Superintendent



**RESOLUTION**

Document No: TRI-W-1680  
Product or Service: Bar Carts and Lids  
Requesting Department: Sanitation

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

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

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

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

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods, or services with one (1) or more public 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 312 Blue Bar Carts with Blue Lids (Trash), 312 Blue Bar Carts with Green Lids (Recycle), and 208 Blue Bar Carts with Brown Lids (Compost) from Cascade Engineering Company, 5175 36<sup>th</sup> Street SE, Grand Rapids, MI 49512, via the Sourcewell Cooperative Contract #120324-CEI, pursuant to cooperative purchasing, in the total amount of \$42,042.00. 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 Cascade Engineering Company, utilizing the Sourcewell Contract #120324-CEI, is hereby accepted by City Council in the total amount of \$42,042.00, per the table shown below.

Vendor	Product	Qty. (Each)	Unit Price	Extended Price
Cascade Engineering Company	Blue Bar Cart with Blue Lid (Trash)	312	\$49.75	\$ 25,223.25
	Blue Bar Cart with Green Lid (Recycling)	312	\$49.75	\$ 5,820.75
	Blue Bar Cart with Brown Lid (Compost)	208	\$49.75	\$ 10,348.00
	Shipping:			\$ 650.00
Total Charges:				\$ 42,042.00

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

X Cooperative Bid document  
☐ Contract  
X Resolution

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

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

\_\_\_\_\_

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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





**CITY ATTORNEY'S OFFICE**

One City Square, Suite 400

WARREN, MI 48093

(586) 574-4671

FAX (586) 574-4530

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

September 2, 2025

Mindy Moore  
Council Secretary  
City of Warren

**Re: Request to Schedule Public Hearing to Approve a Commercial  
Rehabilitation Exemption Certificate pursuant to Public Act 210 of 2005  
Petitioner: V.I.P. Homes and Development  
8525 Cole Dr., Warren, Michigan**


Dear Council Secretary Moore:

Please schedule a public hearing for **Tuesday, October 14, 2025** to consider a request from V.I.P. Homes for a commercial rehabilitation exemption certificate for a multi-family residential development at 8525 Cole Dr., Warren, Michigan.

Pursuant to Public Act No. 210 of 2005, public notice must be given to affected taxing jurisdictions and the assessor prior to the hearing. Council will be provided with the proposed resolution, the Assessor's letter and application and supporting materials.

Thank you for your attention to this matter.

Respectfully,

  
Mary Michaels  
Acting City Attorney

ID 114393

cc: Vito Castellana, V.I.P Homes & Development  
Elizabeth J. Masserang, Senior Project Consultant  
F. Scott Miller, City Assessor  
Lisa Diolordi, Deputy Clerk

Approved:

Signed by:



6F52A3F625A947D...  
Tom Bommarito  
DDA Director

Approved:

Signed by:



76FABF22E3214B9...  
Lori M. Stone  
Mayor



## Certificate Of Completion

Envelope Id: 4C5CD2F5-5B33-4CAC-B2EF-95669037A6DF

Status: Completed

Subject: Complete with Docusign: VIP HOMes and Development Schedule public hearing (ID 114693).pdf

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jennifer Decker

AutoNav: Enabled

1 City Sq Ste 215

Envelopeld Stamping: Enabled

Warren, MI 48093

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jdecker@cityofwarren.org

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## Record Tracking

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Location: DocuSign

9/2/2025 11:05:42 AM

jdecker@cityofwarren.org

## Signer Events

Tom Bommarito

tbommarito@cityofwarren.org

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

*Tom Bommarito*  
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## Timestamp

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Signature Adoption: Pre-selected Style

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Lori M. Stone

lstone@cityofwarren.org

Mayor

Security Level: Email, Account Authentication  
(None)

Signed by:

*Lori M. Stone*  
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Viewed: 9/3/2025 9:01:24 AM

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## Electronic Record and Signature Disclosure:

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## Editor Delivery Events

## Status

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## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

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## Timestamp

mayor

mayor@cityofwarren.org

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(None)

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Carbon Copy Events	Status	Timestamp
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<div>Judy Smith jsmith@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</div>	COPIED	<div>Sent: 9/3/2025 9:01:39 AM</div>
<div>Jennifer Decker jdecker@cityofwarren.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</div>	COPIED	<div>Sent: 9/3/2025 9:01:39 AM Resent: 9/3/2025 9:01:44 AM</div>
<div>F. Scott Miller Fsmiller@cityofwarren.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 3/24/2025 11:11:10 AM ID: 92de70d9-1830-4e5f-a75d-f21d677edc6a</div>	COPIED	<div>Sent: 9/3/2025 9:01:40 AM</div>
<div>Lisa Diolordi Idiolordi@cityofwarren.org Deputy Clerk City of Warren Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</div>	COPIED	<div>Sent: 9/3/2025 9:01:41 AM</div>
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/3/2025 9:01:24 AM
Signing Complete	Security Checked	9/3/2025 9:01:37 AM
Completed	Security Checked	9/3/2025 9:01:41 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Warren:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org)

### **To advise City of Warren of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Warren**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Warren as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Warren during the course of your relationship with City of Warren.





**CITY ATTORNEY'S OFFICE**

One City Square, Suite 400  
WARREN, MI 48093  
(586) 574-4671  
FAX (586) 574-4530  
[www.cityofwarren.org](http://www.cityofwarren.org)

September 2, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren

**Re: Proposed Resolution to Establish Commercial Rehabilitation District for  
V.I.P. Homes and Development, Inc. under PA 210 of 2005 at 8525 Cole Dr.,  
Parcel No. 12-13-10-376-066**

Dear Council Secretary Moore:

Attached please find the above-referenced resolution to create a Commercial Rehabilitation District upon the site of the former Hartsig Junior High School parcel noted above.

V.I.P. Homes and Development, Inc (V.I.P.), is purchasing the site from the owner, which received approval to develop a multi-family housing project in September 2020. VIP plans to complete the project and intends to invest approximately \$25,000,000 in the land improvements.

Following establishment of the district, V.I.P. will file an application for a Commercial Rehabilitation Exemption under Public Act 210 of 2005. The proposed development is described in the attached written request from V.I.P. Homes. As noted, the proposed development will lead to affordable housing, commercial growth and the rehabilitation of vacant land.

The proposed use will be discussed at the public hearing scheduled on Tuesday, September 9, 2025. If acceptable, please forward the attached documents to Council.

Respectfully,

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

Mary Michaels  
Acting City Attorney

MM/vlt Ltr to M Moore Council re Proposed Resolution to Establish Commercial Rehab District – VIP Homes ID 114645

cc: Vito Casrellana, V.I.P. Homes and Development, Inc.  
Thomas LaBret, Cole Street Investments  
Elizabeth Masserang, Consultant  
F. Scott Miller, City Assessor  
Ronald Wuerth, Planning Director

Read and Concur:

Signed by:

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

70FADP22E3214B9...  
Lori M. Stone  
Mayor

Approved:

Signed by:

A handwritten signature in blue ink that reads 'Tom Bommarito'.

6F5243F825A947D...  
Tom Bommarito  
Economic Development Director



**RESOLUTION ESTABLISHING  
A COMMERCIAL REHABILITATION DISTRICT  
8525 Cole Dr., Warren, Michigan  
Parcel ID No. 13-10-376-006**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on September 9, 2025, at 7 p.m. Eastern \_\_\_\_\_ Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

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

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

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

Pursuant to PA 210 of 2005 (the Act), the City of Warren has the authority to establish "Commercial Rehabilitation Districts" within the City at the request of a commercial business enterprise.

V.I.P Home and Development, LLC submitted a written request to establish a Commercial Rehabilitation District for property at 8525 Cole Dr., Warren, Michigan, to support a multi-family housing development.

The City Council of the City of Warren determined that the district meets the requirements set forth in Sections 2(b) and 3 of the Act.

Written notice has been given by certified mail to the County of Macomb and owners of the real property located within the proposed district, as required by section 3(3) of the Act.

On September 9, 2025, a public hearing was held and all residents and taxpayers of the City of Warren were afforded an opportunity to be heard.



The City Council deems that it is in the public interest of the City of Warren to establish the Commercial Rehabilitation District as proposed.

THEREFORE, IT IS RESOLVED, by the City Council of the City of Warren that the parcel of land situated in the City of Warren, County of Macomb, and State of Michigan, located at 8525 Cole Dr., Warren, Michigan, Parcel Identification No. 13-10-376-006, legally described in the attached Exhibit A, is established as a Commercial Rehabilitation District pursuant to the provisions of PA 210 of 2005 to be known as Village at the Park Commercial Rehabilitation District.

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

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

RESOLUTION DECLARED ADOPTED this 9<sup>th</sup> day of September, 2025.

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

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting on September 9, 2025.

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



# **EXHIBIT A**

## **LEGAL DESCRIPTION:**

**PART OF THE SW ¼ OF SECTION 10, TOWN 1 NORTH, RANGE 12 EAST, CITY OF WARREN, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE S ¼ CORNER OF SAID SECTION 10; THENCE N00°29'01"E 692.52 ALONG THE N-S ¼ LINE OF SECTION 10; THENCE S89°51'28"W 43.00 FEET TO THE SE CORNER OF THE SAID PROPERTY; THENCE CONTINUING S89°51'28"W 386.61 FEET TO THE POINT OF BEGINNING OF PARCEL-1; THENCE S89°51'28"W 188.31 FEET; THENCE N00°29'35"E 60.00 FEET; THENCE S89°51'28"W 380.19 FEET; THENCE N00°15'08"W 569.09 FEET; THENCE N89°50'50"E 568.29 FEET; THENCE S00°12'01"E 629.19 FEET TO THE POINT OF BEGINNING. CONTAINING ± 334,567.92 SQUARE FEET- ±7.681 ACRES, MORE OR LESS.**

**SUBJECT TO THE RIGHT OF A PUBLIC OR ANY GOVERNMENTAL UNIT AND/OR ANY EASEMENTS OR RESTRICTIONS OF RECORD OR OTHERWISE.**

**Commonly known as: 8525 Cole, Warren, Michigan**





**DATE:** July 21, 2025

**TO:** Mr. Tom Bommarito  
City of Warren  
Director – Dept of Community, Economic & Downtown Development  
One City Square  
Warren, Michigan 48093

**SUBJECT:** Request for the Establishment of a Commercial Rehabilitation District  
8525 Cole Drive  
Warren, Michigan

---

SME has prepared this written request to ask that the City Council of Warren, a qualified local governmental unit, consider taking the initiative to establish a Commercial Rehabilitation District pursuant to Michigan Public Act 210 (PA 210) for the property located at 8525 Cole Drive, Warren, (the Property).

## **ELIGIBILITY**

The Property is eligible because it is land exceeding three acres in size, located within a qualified local governmental unit, and is a "qualified facility" because the Property is vacant land which, within the past 15 years, was commercial property. The Property was improved with a school building from the 1960s until 2023 when it was demolished.

A map depicting the proposed Commercial Rehabilitation District boundaries is provided in Attachment A

Our client, V.I.P. Homes, intends to acquire the Property and construct four three-story buildings, three containing 36 apartments and containing 30 apartments, all facing a central greenspace improved with walking paths and a shallow pond (the Project). The Project qualifies as "rehabilitation" under PA210 because it involves new construction on vacant property from which a previous structure has been demolished, the completion of which new construction will result in an economic benefit to the local community.

## **PROJECT SUMMARY**

The Project will revitalize a vacant and underutilized parcel in Warren by constructing for-rent housing. V.I.P. Homes is a family-owned company and experienced builder of both for-rent apartments and for-sale homes in southeast Michigan. The company was founded in 1983 by Vince Castellana and in 2012 his son, Vito, joined the family business. Vito's leadership and dedication to the industry led him to be nominated to the Board of Directors for the Home Builder's Association of Michigan in 2019. V.I.P. Homes built and now own and operate the adjacent Towne Center Apartments, which when completed was the first midsize rental community built in Warren in 35 years. The project contains 74 apartments and are currently 97 percent occupied. The proposed Village at the Park project would be the largest type project in Warren in approximately 40 years.

The Project, which will be named Village at the Park, will contain 138 apartments (46 one-bedroom units and 92 two-bedroom units) and is estimated to cost over \$25,000,000. The Project includes substantial infrastructure improvements such as surface parking, utility relocation and expansion and improvements to the public rights of ways such as landscaping and sidewalks.



## ECONOMIC BENEFIT

Like many communities across the country, Warren has prioritized the construction of moderate density, attached, affordable housing stock – what is commonly referred to as “missing middle” housing. The construction of new housing in Warren is necessary both to replace aging units in the market and meet the growing demand for all generations.

The anticipated rents for both the one-bedroom and two-bedroom units will be affordable to those earning 70 percent-120 percent of area median income (AMI). The Project is located within a mile of major local employers such as GM Technical Center and Ascension Macomb-Oakland Hospital and numerous commercial businesses. The completed Project will therefore provide quality affordable housing which will support the local workforce.

The establishment of the PA 210 District will enable future development of the Property. High interest rates, high construction costs and moderate market rents make the construction of multi-family housing difficult to underwrite across the state. Economic incentives, like the PA210 tax abatement, improve cash flows for developers and operators and allow projects to move forward. Without the approval of the PA 210 tax abatement, the proposed project would not be possible given the aforementioned hurdles and the City of Warren's high tax millage rates.

Sincerely,

PREPARED BY:



Kirstie Ducourouble  
Project Consultant

REVIEWED BY:



Elizabeth J. Masserang  
Senior Project Consultant

Attachments: Figure 1: Commercial Rehabilitation District Map

PROPERTY OWNER:




Thomas LaBret  
Cole Street Investments







Certificate Of Completion

Envelope Id: 7AAB02C8-7B8C-4C85-B47B-714D0BD900E7

Status: Completed

Subject: Complete with Docusign: VIP Homes and Development 8525 Cole, Establish Commercial Rehab Distric...

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jennifer Decker

AutoNav: Enabled

1 City Sq Ste 215

Warren, MI 48093

Envelopeld Stamping: Enabled

jdecker@cityofwarren.org

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 24.127.1.78

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Holder: Jennifer Decker

Location: DocuSign

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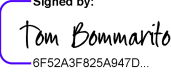
jdecker@cityofwarren.org

Signer Events

Tom Bommarito

tbommarito@cityofwarren.org

Security Level: Email, Account Authentication (None)

Signed by:  
  
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Signature Adoption: Pre-selected Style

Using IP Address: 24.127.1.78

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Electronic Record and Signature Disclosure:

Accepted: 9/2/2025 1:36:21 PM

ID: 20ad09e6-7c53-49ad-a114-7ce9ae3a449d

Lori M. Stone

lstone@cityofwarren.org

Mayor

Security Level: Email, Account Authentication (None)

Signed by:  
  
76FABF22E3214B9...

Signature Adoption: Pre-selected Style

Using IP Address: 24.127.1.78

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Viewed: 9/3/2025 8:59:15 AM

Signed: 9/3/2025 8:59:50 AM

Electronic Record and Signature Disclosure:

Accepted: 9/3/2025 8:59:15 AM

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In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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mayor@cityofwarren.org		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 8/29/2025 1:58:25 PM		
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Carbon Copy Events	Status	Timestamp
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Judy Smith jsmith@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/3/2025 8:59:52 AM
Jennifer Decker jdecker@cityofwarren.org Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 9/3/2025 8:59:53 AM Resent: 9/3/2025 8:59:56 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/2/2025 12:08:38 PM
Certified Delivered	Security Checked	9/3/2025 8:59:15 AM
Signing Complete	Security Checked	9/3/2025 8:59:50 AM
Completed	Security Checked	9/3/2025 8:59:53 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



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### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Warren:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org)

### **To advise City of Warren of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Warren**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Warren**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Warren as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Warren during the course of your relationship with City of Warren.