

CITY COUNCIL *REGULAR* MEETING JUNE 3, 2024/7:00 P.M. RIVERVIEW CITY HALL COUNCIL CHAMBERS 14100 CIVIC PARK DR. RIVERVIEW, MI 48193-7600 734-281-4201

AGENDA

- 1. CALL TO ORDER/ROLL CALL.
- 2. PLEDGE OF ALLEGIANCE: Councilmember Gunaga
- **3. INVOCATION:** Councilmember Workman
- 4. AWARDS, PRESENTATIONS, AND PROCLAMATIONS.

None.

- 5. APPROVAL OF MINUTES.
 - 5.1 <u>APPROVE</u> MINUTES OF THE 05/20/24 REGULAR RIVERVIEW CITY COUNCIL MEETING AND THE CONDENSED VERSION FOR PUBLICATION CITY CLERK.
- 6. PUBLIC HEARINGS.

None.

7. PUBLIC COMMENTS.

8. ORGANIZATIONAL BUSINESS.

None.

9. CONSENT AGENDA.

9.1 <u>RATIFY</u> EMERGENCY SEWAGE PUMP REPLACEMENT FOR THE FORDLINE LIFT STATION WITH KENNEDY INDUSTRIES FOR A TOTAL COST OF \$24,945.00 - DPW.

COMMUNITY IMPACT/BACKGROUND: The sewage pump at the Fordline lift station has failed. The pump was removed by Kennedy and sent to their facility for tear down in order to get a quote on repairs. It is recommended to replace this pump. The City Manager authorized the emergency replacement of the sewage pump using Kennedy Industries, Inc. (an authorized vendor for pump repairs for the City). A sewage pump replacement of this type was budgeted for in the current fiscal year.

ACTION REQUESTED: City Council is requested to consider ratifying the emergency sewage pump repair for the Fordline Lift Station by Kennedy Industries in the amount of \$24,945.00.

ATTACHMENTS: Pictures and quote for pump repair from Kennedy Industry.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/16/24 |
| Financial Certification | N/R | |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/16/24 |
| Advisory Commission Recommendation | N/R | |

9.2 <u>REJECT</u> BID 2546 AND <u>AUTHORIZE</u> REBID OF HVAC SERVICES – DPW.

COMMUNITY IMPACT/BACKGROUND: On 04/15/2024, The City Council authorized the seeking of bids for HVAC Services at the DPW. On 4/17/2024, a notice of Invitation to Bid for proposals was posted on the city website and was also posted on MITN. Five (5) bid proposals were received, opened, and read aloud on 5/2/2024.

Upon review of the five (5) bid proposals for this project, the Director of DPW recommends rejecting the bids, citing new Specifications are needed in order to receive proper proposals. HVAC services are used at, but not limited to, 10 different City buildings.

ACTION REQUESTED: City Council is requested to reject the bid and authorize a rebid of HVAC Services.

ATTACHMENTS: Bid Tabulation, Original Specifications, and Revised Specifications.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/20/24 |
| Financial Certification | N/R | |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/20/24 |
| Advisory Commission Recommendation | N/R | |

9.3 <u>APPROVE</u> RENEWAL OF THE VIDEO SERVICE LOCAL FRANCHISE AGREEMENT FOR COMCAST – CITY CLERK

COMMUNITY IMPACT/BACKGROUND: The City of Riverview and Comcast currently have a ten (10) year agreement pursuant to 2006 PA 480 MCL 484.3301 et seq. where Comcast has a video service provider fee of 5% and a PEG Fee of 1%. The same fees are included in the Renewal Agreement.

The Franchise Agreement shall be for a period of ten (10) years from the date it is issued.

ACTION REQUESTED: City Council is requested to consider approving the Renewed Agreement for the Video Service Local Franchise Agreement for Comcast under the recommendations of the City Manager and the City Attorney.

ATTACHMENTS: Comcast Renewal Agreement

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/18/24 |
| Financial Certification | N/R | |
| City Attorney Endorsement | N/R | 05/18/24 |
| Department Recommendation | X | 05/18/24 |
| Advisory Commission Recommendation | N/R | |

9.4 <u>AWARD</u> COOPERATIVE BID PURCHASE OF A STORAGE AREA NETWORK SYSTEM TO SHI INTERNATIONAL CORP OF SOMERSET, NJ IN THE AMOUNT OF \$54,097.73 – IT DEPARTMENT.

COMMUNITY IMPACT/BACKGROUND: The City of Riverview Purchasing Manual, Section 10.2 A, authorizes the City's participation in cooperative purchases to take advantage of volume buying. The State of Michigan, through its Enterprise Procurement Program, has awarded a contract for the purchase of storage area networks to SHI International Corp of Somerset, NJ. The Director of Information Technology is requesting the purchase and installation of a storage area network (SAN), for the purchase price of \$ \$54,097.73.

The current highly reliable (SAN) system is end of life and will no longer be supported after October 2024. This device houses the City's data and allows for a more rapid recovery time objective in the event of a major hardware failure, software failure, or malware event.

Funds have been appropriated in GL# 402-903-998.050 for this bid award.

ACTION REQUESTED: City Council is requested to consider approving Bid Award to SHI International Corp of Somerset, NJ for the purchase of a storage area network in the amount of \$\$54,097.73.

ATTACHMENTS: SHI Bid Quote.

FINANCE CERTIFICATION: The Finance Director certifies that funds are available in the 2024/25 operating budget.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/28/24 |
| Financial Certification | X | 05/28/24 |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/28/24 |
| Advisory Commission Recommendation | N/R | |

9.5 <u>APPROVE</u> PURCHASE OF REPLACEMENT HARDWARE SOFTWARE AND INSTALLATION SERVICES TO WEST SHORE SERVICES, INC. OF ALLENDALE, MI IN THE AMOUNT OF \$10,340.00 – IT DEPARTMENT.

COMMUNITY IMPACT/BACKGROUND: The single siren system for emergency notification in the City of Riverview was constructed at the Fire Station in 1974/75. Subsequent to the Atofina incident, the City of Riverview was at the forefront in the Downriver area researching various methods and equipment to upgrade the early warning system.

The technology was upgraded in 2002, and has been maintained and serviced by West Shore Services. Recently a computer system that manages the alerting system has become unstable and one of the two desktop controllers that operate the Siren System has failed.

This is a vital part of our emergency services and needs to be fully operational. West shore is the authorized vendor for the Federal Signal equipment that needs replacement/upgrading.

ACTION REQUESTED: City Council is requested to consider approving Bid Award to WEST SHORE SERVICES, INC. of Allendale, MI for the purchase of a storage area network in the amount of \$10,340.00.

ATTACHMENTS: West Shore Services, Inc. Quote.

FINANCE CERTIFICATION: The Finance Director certifies that funds are available in the 2023/24 operating budget.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/24/24 |
| Financial Certification | X | 05/24/24 |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/14/24 |
| Advisory Commission Recommendation | N/R | |

9.6 <u>AUTHORIZE</u> EXECUTION OF ADDENDUM EXTENDING AGREEMENT FOR UNIFOR/TOWES/RUGS WITH UNIFIRST CORPORATION – DPW/LAND PRESERVE/GOLF COURSE

COMMUNITY IMPACT/BACKGROUND: In 2018, the City of Riverview entered into an agreement with Unifirst Corporation to service uniforms, towels and rugs for various departments within the City. Unifirst Corporation is a part of Sourcewell Preferred Vendors, formerly known as National Joint Powers

Alliance. The Agreement was approved for a three-year period. Unifirst Corporation has requested a new three-year agreement in a letter dated 05/15/2024 to extend with no price increase for the first year. Each additional year would be accessed an increase of 5%.

ACTION REQUESTED: City Council is requested to authorize the execution of the addendum with Unifirst Corporation to extend servicing uniforms, towels and rugs for a three-year period.

ATTACHMENTS: Contract Renewal Terms of May 15, 2024.

FINANCE CERTIFICATION: The Finance Director/Purchasing Agent certifies that funds have been appropriated and are available.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/29/24 |
| Financial Certification | X | 05/29/24 |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/29/24 |
| Advisory Commission Recommendation | N/R | |

10. RESOLUTIONS.

10.1 <u>ADOPT</u> RESOLUTION APPROVING THE 2024/25 CITY OF RIVERVIEW ANNUAL OPERATING BUDGET AND MILLAGE RATES - FINANCE.

COMMUNITY IMPACT/ BACKGROUND: The City Charter requires that the City Council adopt the annual City operating budget not later than the second Monday in June each year. In order to adopt the City operating budget, a public hearing must first be held regarding the City operating budget and the City supporting millage rates. The public hearing was held on May 20, 2024.

The 2024/25 overall operating budget for the City of Riverview, excluding enterprise funds, includes estimated revenues of \$19,443,157 and appropriations of \$19,631,177. The largest portion of this budget is the General Fund with estimated revenues of \$13,694,314 and appropriations of \$13,580.027; a small surplus of \$114,043 will be added back to the fund balance.

The following City property tax rates are being submitted for adoption for the 2024/25 fiscal year, pursuant to Michigan Compiled Law sections 211.23E, 211.34D and Public Act 40 of 1995:

| Tax Rate (see note): | | July 2024 | J | uly 2023 | Difference |
|---|--------|------------------|----|----------|----------------|
| City Operating | | 14.627 | \$ | 14.65 | \$ (0.0230) |
| Library Operating | | 0.80 | | 0.80 | \$ 0.0000 |
| Local Roads | | 0.70 | | 0.70 | \$ 0.0000 |
| Fire Services | | 1.47 | | 1.47 | \$ 0.0000 |
| Public Safety Special | | | | | |
| Assessment | | 2.00 | | 0.00 | \$ 2.0000 |
| Refuse Collection Water Main and Construction | | 1.74 | | 1.74 | \$ 0.0000 |
| Bonds | | 2.40 | | 2.70 | \$ (0.3000) |
| Total Millage Rate | \$ | 23.737 | \$ | 22.060 | \$ 1.677 |
| 2024 Taxable Value of all prop | erties | is \$413,451,998 | | | _ |
| Note: Rate is per \$1,000 of Ta | axable | Value | | | |
| | | | | | |

The resolution will satisfy all the above referenced Public Act requirements. The above referenced rates do not reflect the maximum authorized rates that can be considered. All rates are levied under the authority of section (9.1) and Michigan Compiled Law section 397.201 for Library levies.

The Land Preserve contributions to the General Fund, and Capital Improvement & Equipment Fund are budgeted at \$500,000 for 2024/25.

Further, for the tax year beginning July 1, 2024, the City of Riverview's Headlee tax cap was slightly reduced by .9982.

ACTION REQUESTED: The City Council is requested to adopt a resolution approving the 2024/25 City of Riverview annual operating budget and millage rates for City operations, City debt, refuse collection, local roads, and library services.

ATTACHMENTS: Resolution and Michigan Department of Treasury Form L-4029.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/28/24 |
| Financial Certification | N/R | |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/28/24 |
| Advisory Commission Recommendation | N/R | |

11. ADMINISTRATION.

11.1 <u>AUTHORIZE</u> TETRATECH CONTRACT EXTENSION FOR FISCAL YEAR 2024/2025

COMMUNITY IMPACT/BACKGROUND: TetraTech has requested a one year contract extension to the current Environmental Engineering contract in a letter dated 04/18/2024 with an increase of 3%. This contract extension was discussed and recommended by the Riverview Land Preserve and the Ad Hoc Environmental Engineering Committee concurred with this request at their 05/09/2024 meeting.

ACTION REQUESTED: City Council is requested to authorize the execution of the addendum with TetraTech to approve this one-year extension.

ATTACHMENTS: Contract Renewal Terms of April 18, 2024.

ENDORSEMENTS:

| | Required | Date |
|------------------------------------|----------|----------|
| City Manager Endorsement | X | 05/30/24 |
| Financial Certification | X | |
| City Attorney Endorsement | N/R | |
| Department Recommendation | X | 05/30/24 |
| Advisory Commission Recommendation | N/R | |

12. ORDINANCES.

None.

13. OTHER BUSINESS.

14. CLOSED SESSION.

None.

15. ADJOURNMENT.

Council Meeting June 3, 2024 Item: 5.1

REGULAR MEETING OF THE RIVERVIEW CITY COUNCIL CITY OF RIVERVIEW, WAYNE COUNTY, MICHIGAN HELD ON MONDAY, MAY 20, 2024 A.D. IN THE COUNCIL CHAMBERS OF THE PETER ROTTEVEEL MUNICIPAL BUILDING 14100 CIVIC PARK DRIVE, RIVERVIEW, MICHIGAN 48193-7600

The meeting was called to order at 7:00 p.m.

Presiding: Mayor Pro Tem Webb

Present: Councilmembers Gunaga, ONeil, Pray, Robbins, Workman

Excused: Mayor Swift (vacation)

Also Present: City Manager Jeffrey Dobek, City Clerk Shane Harrison, Land Preserve Director Kevin Sisk, Finance Director Ann Darzniek, Human Resources Director Tracy Duncan, Police Chief John Allen, Fire Chief Ron Lammers, Parks and Recreation Director Todd Dickman, Department of Public Works Director Jeff Webb, Golf Course Director Mike Kettler, Library Director Azita Frattarelli, Carlisle Wortman Community Development Director Dave Scurto, Charles E. Raines City Engineer Sabak, Attorney Hurley

The **Pledge of Allegiance** was led by Councilmember ONeil.

The **Invocation** was given by Councilmember Workman.

AWARDS, PRESENTATIONS, AND PROCLOMATIONS:

None.

MINUTES:

Motion by Councilmember ONeil, supported by Councilmember Robbins, that the **Minutes** of the Regular Meeting of **May 6, 2024**, Special Meeting of **May 13, 2024** and the condensed versions for publication, be **Approved**.

Carried Unanimously.

PUBLIC HEARINGS:

Mayor Pro Tem Webb opened the Public Hearing at 7:17 p.m. to conduct the Public Hearing on the Proposed 2024/25 Annual Operating Budget and Supporting Tax Rates for the City of Riverview.

No public comments were offered.

Motion by Councilmember Pray, supported by Councilmember ONeil, that the Public Hearing be closed.

Carried Unanimously.

The Public Hearing closed at 7:18 p.m.

PUBLIC COMMENTS:

Mayor Pro Tem Webb offered public comments.

ORGANIZATIONAL BUSINESS:

None.

CONSENT AGENDA:

Motion by Councilmember Gunaga, supported by Councilmember Robbins, that the **Consent Agenda** be **approved** as follows:

- <u>Item 9.1:</u> Authorize Execution of Addendum Extending Agreement for MDR Landfill Services LLC for Seeding and Mulching at the Land Preserve Land Preserve.
- <u>Item 9.2:</u> Authorize Solicitation to bid for New Golf Cars Golf Course.

Carried Unanimously.

RESOLUTIONS:

<u>Item 10.1:</u> Motion by Councilmember ONeil, supported by Councilmember Pray, that **Resolution No. 24-12,** Approving the Deficit Elimination Plan for the Golf Course, be **Adopted.**

CITY OF RIVERVIEW RESOLUTION NO. 24-12 APPROVING THE DEFICIT ELIMINATION PLAN FOR THE GOLF COURSE

WHEREAS, The City of Riverview's Financial Report for the fiscal year ended June 30, 2023 indicated the presence of a \$58,473 net position working capital deficit in the Golf Course Fund.

WHEREAS, Act 275 of the Public Acts of 1980 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury:

NOW THEREFORE, IT IS RESOLVED that the City of Riverview's legislative body adopts the following as the Golf Course Fund Deficit.

| | | ty of Rivervie | | | | | | |
|--------------------------------------|-----------|-----------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | | ficit Eliminati | | | | | | |
| | Audited | Audited | Audited | Audited | • | Projected | • | • |
| | 2020/21 | 2021/22 | 2022/23 | 2023/24 | 2024/25 | 2025/26 | 2026/27 | 2027/28 |
| Unrestricted Net Position | -96,973 | 301,414 | 40,903 | -58,473 | 134,988 | 417,674 | 620,080 | 739,799 |
| Current Assets-Current Liabilites | | | | | | | | |
| Revenues | | | | | | | | |
| Green Fees | 1,109,531 | 1,112,855 | 1,333,454 | 1,520,000 | 1,871,000 | 1,871,000 | 1,871,000 | 1,871,000 |
| Equipment Rentals | 389,870 | 438,707 | 499,759 | 505,400 | 550,425 | 550,425 | 550,425 | 550,425 |
| Other | 403,316 | 393,085 | 505,533 | 516,250 | 537,250 | 537,250 | 537,250 | 537,250 |
| Total Revenues | 1,902,717 | 1,944,647 | 2,338,746 | 2,541,650 | 2,958,675 | 2,958,675 | 2,958,675 | 2,958,675 |
| % Increase Revenues | | 2% | 20% | 9% | 16% | 0% | 0% | 0% |
| Expenses | | | | | | | | |
| Salaries and Wages | 301,632 | 1,028,657 | 895,244 | 1,143,916 | 1,287,284 | 1,325,903 | 1,365,680 | 1,406,650 |
| Supplies | 230,587 | 261,545 | 305,569 | 607,480 | 615,200 | 633,656 | 652,666 | 672,246 |
| Other Services and Charges | 518,813 | 605,990 | 702,771 | 596,793 | 773,505 | 796,710 | 820,611 | 845,230 |
| Depreciation | 433,358 | 393,716 | 393,710 | 400,000 | 400,000 | 400,000 | 400,000 | 400,000 |
| Non operating Revenue/Exp | -260,366 | 19,491 | 21,696 | | | | | |
| Total Expenses | 1,224,024 | 2,309,399 | 2,318,990 | 2,748,189 | 3,075,989 | 3,156,269 | 3,238,957 | 3,324,125 |
| Add back Depreciation | 433,358 | 393,716 | 393,710 | 400,000 | 400,000 | 400,000 | 400,000 | 400,000 |
| Long-term adjustments | -713,664 | -289,475 | -512,842 | 0 | 0 | 0 | 0 | 0 |
| Change in Net Position | 398,387 | (260,511) | (99,376) | 193,461 | 282,686 | 202,406 | 119,718 | 34,550 |
| Net Position - Beginning of Year | (96,973) | 301,414 | 40,903 | (58,473) | 134,988 | 417,674 | 620,080 | 739,799 |
| Net Position - End of Year | 301,414 | 40,903 | (58,473) | 134,988 | 417,674 | 620,080 | 739,799 | 774,348 |
| Current Assets - Current Liabilities | | | | | | | | |
| % Increase Expenses | | 89% | 0% | 19% | 12% | 3% | 3% | 3% |

Note: The fee structure was increased to eliminate the deficit effective March 1, 2024.

BE IT FURTHER RESOLVED that the City of Riverview's Finance Director submits the Deficit Elimination Plan for the Golf Course to the Michigan Department of Treasury for certification.

| AYES: Mayor Pro Tem Webb, Councilmembers Gunaga, ONeil, Pray, Robbins, Workman NAYS: None. |
|---|
| EXCUSED: Mayor Swift |
| ADOPTED this 20 th day of May, 2024 |
| ATTEST: |
| |
| Brian Webb, Mayor Pro Tem |
| I, Shane Anne Harrison duly authorized City Clerk of the City of Riverview, do hereby certify the foregoing Resolution is a true copy of a resolution adopted by the Riverview City Council at Regular Meeting of May 20, 2024. |
| (SEAL) |
| |

Shane Anne Harrison, City Clerk

ADMINISTRATION:

None.

ORDINANCES:

None.

OTHER BUSINESS:

Motion by Councilmember Pray, supported by Councilmember ONeil, that starting from the next Regular Council Meeting that a complete printed copy of each Council Agenda, including the backup, be made available to residents at the City Clerk's office and also published on the City website on the same day that it is made available to Council, to the extent that it is possible without sharing confidential information, be Approved.

Carried Unanimously.

Motion by Councilmember Pray, supported by Councilmember Workman, that we direct the City Manager and his team to communicate with the US EPA our request that it undertake testing of the Arkema site and the surrounding residences that currently live in proximity to the Arkema West site and share with us its findings and conclusions as soon as possible, furthermore to communicate our request to our representatives in the US Senate and House of Representatives, be Approved.

Carried Unanimously.

ADJOURNMENT:

Motion by Councilmember Workman, supported by Councilmember Pray, that the meeting be adjourned.

Carried Unanimously.

The meeting adjourned at 7:43 p.m.

Shane Anne Harrison, City Clerk

Riverview City Council Meeting of May 20, 2024

CITY OF RIVERVIEW, WAYNE COUNTY, MICHIGAN REGULAR CITY COUNCIL MEETING MINUTES HELD ON MONDAY, MAY 20, 2024

The Meeting was called to order at 7:00 p.m.

Presiding: Mayor Pro Tem Webb

Present: Councilmembers Gunaga, ONeil, Pray, Robbins, Workman

Excused: Mayor Swift

Also Present: Various Department Heads, Attorney Hurley

<u>Approved</u> minutes of Regular Meeting of May 6, 2024 and Special Meeting May 13, 2024 by unanimous vote. Conduct Public Hearing on the Proposed 2024/25 Annual Operating Budget and Supporting Tax Rates for the City of Riverview.

Mayor Pro Tem Webb opened the Public Hearing at 7:17 p.m.

Closed the Public Hearing at 7:18 p.m. by unanimous vote.

Mayor Pro Tem Webb offered public comments.

Approved Consent Agenda as follows by unanimous vote:

- Item 9.1: Authorize Execution of Addendum Extending Agreement for MDR Landfill Services LLC for Seeding and Mulching at the Land Preserve Land Preserve.
- Item 9:2: Authorize Solicitation to bid for New Golf Cars Golf Course

Adopted Resolution approving the Deficit Elimination Plan for the Golf Course by unanimous vote.

<u>Approved</u> that Council Agenda and Backup be made available at the Clerk's Office and on the City Website beginning with the next Regular Council Meeting by unanimous vote.

<u>Approved</u> that the City Manager communicates with the US EPA to request testing of the Arkema site and surrounding residences.

Adjourned Meeting at 7:43 p.m. by unanimous vote.

DETAILED MINUTES/ORDINANCES AVAILABLE AT THE OFFICE OF THE CITY CLERK.

Brian Webb, Mayor Pro Tem Shane Anne Harrison, City Clerk



May 10, 2024

Mr. Jeff Webb City of Riverview Georgia Ave & Fordline Rd Riverview, MI 48193

RE: Vaughan SE3F1-460V-055 Fordline Sanitary #2 Sewage Pump

Serial Number: 66419B

Customer Reference Order #: N/A Kennedy Industries #: 124682

Mr. Webb:

Attached are photos with descriptions of the parts in need of repair or replacement. If you have any questions, please do not hesitate to contact us.

Sincerely,

Mike Horn

Repair Center Manager KENNEDY INDUSTRIES, INC.



PUMP



- Pump at disassembly.
- Pump spins freely by hand at disassembly.

PUMP





- Debris was wrapped around mechanical seal causing failure.
- · Water found in oil housing.



IMPELLER



- Impeller bore clearance to the shaft is 0.003" and within specification.
- Impeller is heavily worn.
- Impeller will be replaced with mew.

BACK PLATE



- · Back plate is heavily worn and beyond repair.
- Back plate will be replaced with new.



WEAR PLATE



- Wear plate is heavily worn and beyond repair.
- Wear plate will be replaced with new.





- Bearings show normal wear.
- Bearings will be replaced with new.

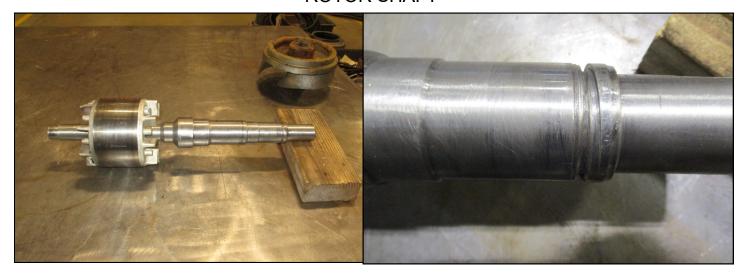


MECHANICAL SEAL



- Mechanical seal was damaged from debris.
- Mechanical seal will be replaced with new.

ROTOR SHAFT



- Debris caused snap ring to heavily groove the rotor shaft.
- Rotor shaft total indicator runout is .008" and is out of specification.
- Rotor shaft will be removed and replaced with new.



STUB SHAFT



- Stub shaft is heavily worn and beyond repair.
- Stub shaft will be replaced with new.



| QUOTATION | | | | |
|-----------|---------|--------|--|--|
| DATE | NUMBER | PAGE | | |
| 5/10/2024 | 0057299 | 1 of 2 | | |

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L CITY OF RIVERVIEW

└ 14100 CIVIC PARK DRIVE

T hmcgeachy@cityofriverview.com

O RIVERVIEW, MI 48193

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ATTENTION:

JEFF WEBB 734-281-4270 jwebb@cityofriverview.com

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

| CUSTOMER REF/PO# | JOB TITLE | SLP | SHIPPING TYPE |
|------------------|--|---------|---------------|
| | FORDLINE SANITARY STATION, P2, VAUGHAN, PUMP, SE3F1-460V-055, SEWAGE | SAH/CRB | FIELD SERVICE |
| QTY DESCRIPTION | | | |

THE FOLLOWING QUOTE IS FOR THE COST OF LABOR AND MATERIALS TO REPAIR THE ABOVE REFERENCED PUMP.

NEW PARTS REQUIRED:

- (1) UPPER MECHANICAL SEAL
- (1) LOWER MECHANICAL SEAL
- (1) UPPER BEARING
- (1) LOWER BEARING
- (1) O-RING KIT
- (2) SNAP RINGS
- (1) ROTOR SHAFT
- (1) SET OF HARDWARE
- (1) BACKPLATE OEM
- (1) IMPELLER OEM
- (1) STUB SHAFT OEM
- (1) STUB SHAFT BOLT OEM
- (1) SUCTION PLATE OEM
- (1) CUTTER NUT OEM
- (8) ADJUSTING SLEEVES OEM
- (1) UPPER CUTTER OEM
- (1) SET OF SHIMS OEM

LABOR REQUIRED:

PICK UP AND TRANSPORT TO KENNEDY INDUSTRIES' WIXOM REPAIR FACILITY.

PERFORM ALL ELECTRICAL TESTS AND TEST RUN.

DISASSEMBLE, SANDBLAST, CLEAN AND INSPECT COMPLETE PUMP.

CLEAN, BAKE AND TEST STATOR ASSEMBLY.

DIMENSIONALLY MEASURE ALL OPERATING CLEARANCES AND RECORD ON INSPECTION REPORT.

REMOVE AND REPLACE ROTOR SHAFT.

ASSEMBLE ALL ROTATING PARTS ON SHAFT AND PLACE IN BALANCE MACHINE.

VERIFY TOTAL INDICATOR RUN OUTS THEN DYNAMICALLY BALANCE ROTOR TO ISO G2.5.



| QUOTATION | | | | |
|-----------|---------|--------|--|--|
| DATE | NUMBER | PAGE | | |
| 5/10/2024 | 0057299 | 2 of 2 | | |

QTY DESCRIPTION

ASSEMBLE PUMP COMPLETE WITH NEW PARTS LISTED.

PRESSURE TEST SEAL CHAMBER TO ENSURE LEAK FREE.

INSTALL NEW OIL OR COOLANT IN SEAL CHAMBER.

PERFORM ALL ELECTRICAL TESTS AND TEST RUN.

PRESERVE AND CRATE FOR FIELD SERVICE INSTALLATION.

TOTAL REPAIR COST: \$22,995.00

DELIVERY: 6 WEEKS (AFTER RECEIPT OF ORDER)

IF YOU CHOOSE NOT TO REPAIR THIS PUMP, YOU WILL BE CHARGED AN INSPECTION FEE OF \$1,430.00

THE FOLLOWING QUOTE IS FOR FIELD SERVICE REQUIRED ON YOUR ABOVE REFERENCED PUMP STATION:

FIELD SERVICE LABOR REQUIRED:

KENNEDY INDUSTRIES WILL PROVIDE (1) FIELD SERVICE TECHNICIAN(S) ONSITE TO INSTALL YOUR REPAIRED VAUGHAN PUMP, START UP, TEST RUN AND VERIFY PROPER OPERATION.

FIELD SERVICE INSTALL COST: \$1,495.00

TOTAL REPAIR COST: \$22,995.00

TOTAL FIELD SERVICE COST: \$1,495.00

TOTAL COST: \$24,490.00

DELIVERY: 6 WEEKS (AFTER RECEIPT OF ORDER)

PLEASE PROVIDE WRITTEN OR VERBAL AUTHORIZATION SO THAT WE MAY RESPOND TO YOUR REQUIREMENTS. IF YOU HAVE ANY QUESTIONS, COMMENTS, OR ARE IN NEED OF ANY ADDITIONAL INFORMATION PLEASE FEEL FREE TO

CONTACT ME AT (248) 684-1200.

SINCERELY,

CODY BYERS

CBYERS@KENNEDYIND.COM

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 6/2023) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30

TOTAL:

\$24,490.00



| QUOTATION | | | | |
|-----------|---------|--------|--|--|
| DATE | NUMBER | PAGE | | |
| 5/14/2024 | 0057387 | 1 of 2 | | |

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L CITY OF RIVERVIEW

14100 CIVIC PARK DRIVE

T hmcgeachy@cityofriverview.com

O RIVERVIEW, MI 48193

| Accepted By:_ | Jul | |
|---------------|---------|--|
| Date: | 5-14-24 | |
| PO#: | 05142 | |
| Ship To: | | |
| | | |

ATTENTION:

JEFF WEBB

734-281-4270

iwebb@cityofriverview.com

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

| CUSTOMER REF/PO# | JOB TITLE | SLP | SHIPPING TYPE |
|------------------|--|---------|---------------|
| | FORDLINE SANITARY STATION, P2, VAUGHAN, PUMP, SE3F1-460V-055, SEWAGE | SAH/CRB | FIELD SERVICE |
| OTY DESCRIPTION | | | |

BELOW IS A QUOTE FOR A NEW REPLACEMENT PUMP AND FIELD SERVICE COSTS.

(1) VAUGHAN EXPLOSION PROOF, SUBMERSIBLE SEWAGE CHOPPER PUMP MODEL SE3F1-460V-055 PUMP RATED 5 HP, 3 PHASE 460V, WITH 3" DISCHARGE AND 25 FT. MOTOR AND SENSOR CABLE. PUMP EQUIPPED WITH SEAL FAIL/HIGH TEMP CABLE.

TOTAL NEW REPLACEMENT PUMP COST: \$23,450.00

DELIVERY: 8-10 WEEKS (AFTER RECEIPT OF ORDER)

THE FOLLOWING QUOTE IS FOR FIELD SERVICE REQUIRED ON YOUR ABOVE REFERENCED PUMP STATION:

FIELD SERVICE LABOR REQUIRED:

KENNEDY INDUSTRIES WILL PROVIDE (1) FIELD SERVICE TECHNICIAN(S) ONSITE TO INSTALL YOUR NEW VAUGHAN PUMP, START UP, TEST RUN AND VERIFY PROPER OPERATION.

FIELD SERVICE INSTALL COST: \$1,495.00

TOTAL REPLACEMENT PUMP COST: \$23,450.00

TOTAL FIELD SERVICE COST: \$1,495.00

TOTAL COST: \$24,945.00

DELIVERY: 8-10 WEEKS (AFTER RECEIPT OF ORDER)



| QUOTATION | | | | |
|-----------|---------|--------|--|--|
| DATE | NUMBER | PAGE | | |
| 5/14/2024 | 0057387 | 2 of 2 | | |

QTY DESCRIPTION

PLEASE PROVIDE WRITTEN OR VERBAL AUTHORIZATION SO THAT WE MAY RESPOND TO YOUR REQUIREMENTS. IF YOU HAVE ANY QUESTIONS, COMMENTS, OR ARE IN NEED OF ANY ADDITIONAL INFORMATION PLEASE FEEL FREE TO CONTACT ME AT (248) 684-1200.

SINCERELY,

CODY BYERS CBYERS@KENNEDYIND.COM

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 6/2023) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30

TOTAL:

\$24,945.00



CITY OF RIVERVIEW

BID #2546-HVAC Services-DPW BID TABULATION May 02, 2024 / 2:00 PM

| | | | | | 1 |
|------------------------------|---------------------------------------|-------------------------------------|-------------------------------|---|---|
| | Design Comfort Co. Inc. Jeff Fellows | Detroit Boiler Company Laura Snyder | Rolls Mechanical Austin Acker | Syenergy Engineering Svs. Ryan Phillips | Allied Bldg Svs Comp of Detroit Jake Mills |
| | 4023 S. Old US 23, Ste 109 | 2931 Beaufait St. | 1490 Torrey Rd | 2129 Austin Ave | 1801 Howard Street |
| | Brighton, MI 48114 | Detroit, MI 48207 | Fenton, MI 48430 | Rochester Hills, MI 48309 | Detroit, MI 48216 |
| Standard Hours Service Call | | | | | |
| Fee | \$50.00 | | | | \$50.00 |
| | | | | | |
| Standard Hours Hourly Rate | \$125.00 | \$102.00 | \$99.00 | \$103.00 | \$89.00 |
| | | | | | |
| After Hours Service Call Fee | \$60.00 | | | | |
| | • | | | | |
| After Hours Hourly Rate | \$175.00 | \$153.00 | \$148.50 | \$154.50 | \$133.50 |
| Actor flours flourly flute | 4.1.0.00 | \$100.00 | VI-10100 | \$10 HeV | \$100.00 |
| Parts/Material Markup | 15% | 25% | | | 15-30% |
| Double Time (Holidays)/ | | | | | |
| Premium Time | | | \$198.00 | \$210.00 | \$178.00 |
| | | | · | · | · |
| Standard Trip Charge (per | | | | | |
| truck/per day) | | | \$80.00 | | |
| Automated Specialist | | | | | |
| Straight Time | | | | \$120.00 | |
| Automated Specialist | | | | | |
| Overtime | | | | \$180.00 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



CITY OF RIVERVIEW SPECIFICATIONS

HVAC Services / DPW BID #2373

The City of Riverview is looking for a vendor that will be responsible for repairing and maintaining all of the city's HVAC assets plus give suggestions for future upgrades.

Responsibilities will include but not limited to, the fall shut down and spring startup of all HVAC assets including the cooling tower and chiller. The vendor must be able to inspect, clean and certify all city owned boilers. The vendor must be knowledgeable and have experience with troubleshooting and repairing pneumatic HVAC controls as the city hall building is all pneumatic controls.

The bid is for a three-year period, services rendered will vary during that period.

The contractor must be able to service all but not limited to, units listed below.

Community Center 14300 Civic Park Drive Riverview, MI 48193

2-forced air furnaces

2-A/C condensing units

Department of Public Works 18550 Krause Riverview, MI 48193

2-forced air furnaces

2-A/C condensing units

Fire Hall 14300 Sibley

Riverview, MI 48193

A/C condensing unit

1- low pressure 300,000 BTU Lochnvar boiler Mod #CHN300-F9

Trane tracer control system

Riverview Highlands Golf Course Club House 15015 Sibley Riverview, MI 48193

4-HVAC units:

Carrier Mod #48TFE012-501 Ser. #5100G34107 Carrier Mod #48TFE012-501 Ser. #5100G34108 Trane Mod #YCD09D3HOBE Ser. #L29104659D Arocaire Mod #PGMB060H150IN1 Ser. #R920400017

Riverview Highlands Golf Practice Facility Building 15015 Sibley

Riverview, MI 48193

2- HVAC Units

Bard Wall Mount Units Mod #WA242-A10 Ser. #140J001495009-02

Riverview Highlands Golf Course Maintenance Shop 14701 Sibley

Riverview, MI 48193

1- Rheem gas furnace Mod #3600-160AB Ser. #CN2B103F07730703 10 units inside shop area – Re-Ververber-Ray Overhead Radiant Gas Heaters

Land Preserve

20863 Grange

Riverview, MI 48193

Carrier Furnace & A/C (roof top) – Ticket Office

Carrier Furnace & A/C (roof top unit that sits on ground)-Administration

Reznor (4 units)-Shop

Sterling – Crib Room

Mark - Security Office

Library

14300 Sibley

Riverview, MI 48193

- 3- A/C condensing units
- 2- low pressure 376,000 BTU Lochnvar boilers Mod # KBN400

Facilitec control system

Municipal Building

14100 Civic Park Drive

Riverview, MI 48193

- 3- Bryan low pressure 4,850,000 BTU boilers Mod #L-72
- 1 York centrifuge chiller Mod #YT Style J with optiview control center

All pneumatic controls

All air handler systems for the above equipment

Scout Cabin

17510 Hinton

Riverview, MI 48193

Forced air furnace

The bid is for a three-year period. We are asking for compensation to be quoted at an hourly rate, overtime rate and a percentage for any parts mark up. Invoices for parts to be submitted with billing. The City of Riverview General Conditions to Bidders is incorporated as a part of these specifications.

All vendor employees must sign in/out at the Land Preserve administration office prior to service and upon completion of work.

| DATE: | DATE: |
|-------------|---------------------|
| DIRECTOR OF | PURCHASING DIRECTOR |
| | |

Council Meeting June 3, 2024 Item: 9.3

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

- 1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
- 2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
- 3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 Uniform Video Service Local Franchise Agreement" is not required to be filed at this time unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.
 - 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

- 2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing Attachment 3 Uniform Video Service Local Franchise Agreement.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "<u>Attachment 2 - Uniform Video Service Local Franchising</u> <u>Entity</u>" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission Attn: Video Franchising 6545 Mercantile Way P.O. Box 30221 Lansing, MI 48909

Fax: (517) 284-8304

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8100.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 et seq. (the "Act") by and between the City of Riverview, a Michigan municipal corporation (the "Franchising Entity"), and Comcast Cable Communications Management, LLC, a Delaware Limited Liability Company doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
 C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 et seg.
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- **Q.** "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- **U.** "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- **B.** The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- **D.** The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- **E.** The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- **F.** The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- **G.** The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- **H.** The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- **K.** The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to Section 2(3)(e) of the Act. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) of the Act must be noted. The Provider will provide this information in Attachment 1 Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- **A.** The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within <u>3 years</u> of the date it began providing video service under the Act and the Agreement; at least <u>25%</u> of households with access to the Provider's video service are low-income households.
 - ii. Within <u>5 years</u> of the date it began providing video service under the Act and Agreement and from that point forward, at least <u>30%</u> of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.

- **D.** The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
 - The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- **E.** The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- **F.** The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- **G.** Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- **A.** The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- **B.** The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- **C.** The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within <u>15</u> business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under Section 3(3) of the Act, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
 - i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- **E.** The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- **F.** The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
 - i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- **G.** The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

- paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.
- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to Section 3(3) of the Act, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- **B.** Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act.**

VI. Fees

- **A.** A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
- **B.** The fee shall be due on a <u>quarterly</u> basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- **D.** For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. Gross revenues shall include all of the following:
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. Gross revenues do not include any of the following:

- i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
- ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
- iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
- v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
- vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
- vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.
- viii. Sales of capital assets or surplus equipment.
- ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
- x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- **E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- **F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under Section 6(1) of the Act for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act), 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the METRO Act. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the METRO Act.
- **H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within <u>3 years</u> from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- **K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the effective date of the Act or as provided under Section 4(14) of the Act.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- **C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

- particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- **D.** The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider <u>shall not</u> exercise any editorial control over any programming on any channel designed for public, education, or government use.
- **E.** The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to Section 4(1) of the Act or an agreement under Section 13 of the Act to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under Section 13 of the Act. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- **A.** The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _1%) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 1 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- **C.** The fee shall be due on a <u>quarterly</u> basis and paid within <u>45 days</u> after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- **D.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- **E.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within <u>3 years</u> from the date the compensation is remitted.
- **F.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8)** of the **Act**, applied against the amount of the subscriber's monthly bill.
- **G.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- **B.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within <u>3 years</u> from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute.

 Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- **A.** The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- **B.** The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under Section 10 of the Act. Each Provider shall include the dispute resolution process on its website.
- **D.** Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- **F.** A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by Section 2(3)(I) in the Act.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity: (must provide street address)

City of Riverview:

If to the Provider: (must provide street address)

One Comcast Center
Philadelphia, PA 19103

Attn: Government Affairs Department

| HIDO CIVIC FORK Dr. | 41112 Concept Dr. |
|---------------------|--|
| Riverview, MI 48193 | Plymouth, MI 48170 |
| | Attn: VP of Government Affairs |
| Attn: | Fax No.: 734-892-2159 |
| Fax No.: | |
| | 2. 2605 Circle 75 Pkwy SE |
| | Atlanta, GA 30339 |
| | Attn: Sr. Vice President, Government Relations |
| | |
| | |

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- **A.** Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- **D.** Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Riverview, a Michigan Municipal Corporation

| Ву |
|------------------|
| Print Name |
| Title |
| Address |
| City, State, Zip |
| Phone |
| Fax |
| Email |

Comcast Cable Communications Management, LLC, a Delaware Limited Liability Company doing business as Comcast

| Craig Despition |
|---|
| By |
| Craig D ^Y Agostini |
| Print Name |
| Vice President, Government & Regulatory Affairs |
| Title |
| 41112 Concept Drive |
| Address |
| Plymouth, MI 48170 |
| City, State, Zip |
| 734 359-2240 |
| Phone |
| 734-892-2159 |
| Fax |
| Craig_D'agostini@cable.comcast.com |
| Email |

FRANCHISE AGREEMENT (Franchising Entity to Complete)

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

| Date: April 5, 2024 | | | | |
|--|-----------|---------------------|--|--|
| Applicant's Name: Comcast Cable Communications Management, LLC | | | | |
| Address 1: 41112 Concept Dr. | | | | |
| Address 2 | | Phone: 734-254-1525 | | |
| City: Plymouth | State: MI | Zip: 48170 | | |
| Federal I.D. No. (FEIN): 23- | 2837543 | | | |

Company executive officers:

| Name(s): Craig D'Agostini |
|---|
| Title(s): Vice President, Government and Regulatory Affairs |

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

| Name: Jerome Record | | | | | |
|---|------|----------------------------------|--|--|--|
| Title: Manager, External Affairs | | | | | |
| Address: 27800 Franklin Rd., Southfield, MI 48034 | | | | | |
| Phone: 248-953-6075 | Fax: | Email: Jerome_Record@comcast.com | | | |

| Name: Matt Kelley | | | | |
|--|------|---|--|--|
| Title: Director, Government Affairs | | | | |
| Address: 720 Taylor St, Fort Wayne, IN 46802 | | | | |
| Phone: 317-771-2104 | Fax: | Email: Matthew_Kelley@cable.comcast.com | | |

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the

| effective date of the Act] | |
|---|--|
| | e Provider is not an incumbent video Provider, provide the vide video services in the area identified under Section |
| Date: | |
| For All Applications: | Verification (Provider) |
| | g first duly sworn, now states: As an officer of the Provider, I am commitments. I further affirm that all statements made above are and belief. |
| Name and Title (printed): Craig D'Agostini, Vic | ce President Government & Regulatory Affairs |
| Signature: () saig Dogatiw | Date: April 9, 2024 |
| | (Franchising Entity) |
| City of Riverview, a Michigan municipal co | orporation |
| Ву | |
| Print Name | |
| Title | |
| Address | |
| City, State, Zip | |
| Phone | |
| Fax | |
| Email | |
| Date | |

ATTACHMENT 1



Pricing Proposal Item: 9.4

Quotation #: 24859968 Created On: 5/15/2024 Valid Until: 5/31/2024



MI-City of Riverview

Kim Harper

14100 Civic Park Dr Riverview, MI 48193 United States

Phone: (734) 281-4292

Fax:

Email: kharper@cityofriverview.com

Inside Account Executive

Christopher Owens

290 Davidson Ave Somerset, NJ 08873 Phone: 732-868-8849

Fax: 732-

Email: christopher_owens@shi.com

| All Prices are in US Dollar (USD) | | | | | |
|-----------------------------------|------------|--------|------|--------|-------|
| | All Dricos | aro in | 1101 | Dollar | (QD |

| Product | Qty | Your Price | Total |
|--|-----|------------|-------------|
| HPE Alletra 5010 CTO Base Array HPE - IMSourcing - Part#: R4U33A Contract Name: Open Market Contract #: Open Market | 1 | \$8,790.27 | \$8,790.27 |
| HPE NS 2x10GBASE-T 4p FIO Adptr Kit HPE - IMSourcing - Part#: Q8C20B Contract Name: Open Market Contract #: Open Market | 1 | \$2,181.06 | \$2,181.06 |
| HPE Alletra 5000 2.88TB FIO Cache Bdl HPE - IMSourcing - Part#: R4U47A Contract Name: Open Market Contract #: Open Market | 2 | \$7,924.37 | \$15,848.74 |
| HPE NS C13 to C14 FIO Power Cord HPE - IMSourcing - Part#: Q8J27A Contract Name: Open Market Contract #: Open Market | 2 | \$0.38 | \$0.76 |
| HPE Alletra 5000 42TB SAS FIO HDD Bdl HPE - IMSourcing - Part#: R4U42A Contract Name: Open Market Contract #: Open Market | 1 | \$9,745.13 | \$9,745.13 |
| HPE Alletra Tier 1 Storage Array Std Trk HPE - IMSourcing - Part#: R9X15A Contract Name: Open Market Contract #: Open Market | 1 | \$0.25 | \$0.25 |
| HPE AL STG 5000 2x 1200W Plat FIO PS Kit Hewlett Packard Enterprise - Part#: S2V19A Contract Name: Open Market Contract #: Open Market | 1 | \$0.38 | \$0.38 |

| 8 | HPE Tier 1 Storage OS Default FIO SW HPE - IMSourcing - Part#: Q8G27B Contract Name: Open Market Contract #: Open Market | 1 | \$0.69 | \$0.69 |
|----|---|--------|------------|-------------|
| 9 | HPE Alletra 5010 SW/Sup 3yr SaaS Hewlett Packard Enterprise - Part#: S0L73AAE Contract Name: Open Market Contract #: Open Market | 1 | \$6,717.55 | \$6,717.55 |
| 10 | HPE Technical Installation Startup SVC Hewlett Packard Enterprise - Part#: HA124A1 Contract Name: Open Market Contract #: Open Market | 1 | \$0.00 | \$0.00 |
| 11 | HPE Tier 1 Storage Array Startup SVC HPE - IMSourcing - Part#: HA124A1#5MR Contract Name: Open Market Contract #: Open Market | 1 | \$6,187.95 | \$6,187.95 |
| 12 | HPE 3Y Tech Care Essential SVC HPE - IMSourcing - Part#: HU4A6A3 Contract Name: Open Market Contract #: Open Market | 1 | \$0.00 | \$0.00 |
| 13 | HPE NS 2x10GBASE-T 4p Adptr Supp Hewlett Packard Enterprise - Part#: HU4A6A3#ZFX Contract Name: Open Market Contract #: Open Market | 1 | \$1,187.08 | \$1,187.08 |
| 14 | HPE Alletra 5010 CTO Base Array Supp HPE - IMSourcing - Part#: HU4A6A3007D Contract Name: Open Market Contract #: Open Market | 1 | \$613.34 | \$613.34 |
| 15 | HPE Alletra 5000 42TB SAS HDD Bdl Supp HPE - IMSourcing - Part#: HU4A6A3007M Contract Name: Open Market Contract #: Open Market | 1 | \$1,075.79 | \$1,075.79 |
| 16 | HPE Alletra 5000 2.88TB FIO CachBdl Supp HPE - IMSourcing - Part#: HU4A6A3007T Contract Name: Open Market Contract #: Open Market | 2 | \$874.37 | \$1,748.74 |
| | | Yessia | Total | \$54,097.73 |

Additional Comments

Please Note: Hewlett Packard Enterprise has a zero returns policy on custom build machines. For these products, orders are non-cancellable and non-returnable from point of order.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at <u>SHI Online</u> <u>Customer Resale Terms and Conditions</u>.



West Shore Services, Inc. 6620 Lake Michigan Dr.

6620 Lake Michigan Dr. PO Box 188 Allendale, MI 49401

Phone: 616-895-4347 Fax: 616-895-7158

Council Meeting June 3, 2024 Item: 9.5

QUOTE

| Date | Quote # |
|-----------|---------|
| 5/22/2024 | 5508 |

Name / Address

RIVERVIEW, CITY OF 14100 CIVIC PARK DRIVE RIVERVIEW, MI 48193-7600

| Terms | Project Name |
|--------|-----------------------|
| Net 30 | Control Point Upgrade |

| Item | | Description | | Qty | Rate | Total | | |
|--------------|--|---|---------------------------------|-----|----------|----------|--|--|
| SFCD10 | FEDERAL COMMANDER DIGITAL COMMANDER SOFTWARE,PRGN | | | 1 | 3,086.00 | 3,086.00 | | |
| SS2000+ | C SERIES, ENCODER, DIGITAL 2 | -WAY CNTL, DESK MOUNT | | 1 | 4,419.00 | 4,419.00 | | |
| TK-S-CPSYSOP | INCLUDES: + Installation of Digital Commande with Windows10); + Installation of new CPU with 19" + Integration of new CPU with exis + Formatted map identifying locati + Full system testing to insure sys | on of each warning siren; tem operability; Iditional charge if return visit necessary); | | 20 | 141.75 | 2,835.00 | | |
| Terms | included unless otherwise shown. permits and/or licenses are the res differing site conditions; if discover Package Price – Line item price no | ment Terms and Conditions apply. Sales tax an Electrical service by others unless otherwise qu ponsibility of others. WSS is not responsible for ed extra charges will apply. t available separately and/or for lesser quantities hore reserves the right to modify quote. | oted. Required rock drilling or | | | 0.00 | | |
| | ı | | Subtota | al | \$1 | 0,340.00 | | |

| Subtota | ıl | | \$1 | 0,340 | .00 |
|---------|---------|----|------|-------|-----|
| Sales T | ax (6.0 | %) | | \$0 | .00 |
| Total | | | \$10 | .340. | 00 |



West Shore Services, Inc.

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401 Phone: 616-895-4347 Fax: 616-895-7158

SALES AGREEMENT

Agreement. This agreement (the "Agreement") between West Shore Services, Inc. ("WSS") and Buyer for the sale of the products and services described in WSS's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between WSS and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of WSS and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by WSS or upon WSS's written consent. WSS objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to WSS unless specifically agreed to by WSS in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant, or explain this Agreement, shall not be binding on WSS. This Agreement shall be for the benefit of WSS and Buyer only and not for the benefit of any other person.

Termination. This Agreement may be terminated only upon WSS's written consent. IF WSS shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by WSS, shall pay termination charges based upon expenses and costs incurred in the assembly of its products on in the performance of the services to the date such termination is accepted by WSS including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, WSS shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

Price/Shipping/Payment. Depending on product purchased, prices are F.O.B. UNIVERSITY PARK, IL and/or ALLENDALE, MI. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots are the discretion of WSS, and Buyer shall pay for each such shipment separately. WSS may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. WSS will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by WSS are due 30 days from date of invoice, except that payment terms for turn-key sales of products and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

Risk of Loss. The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by WSS to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

Hold Harmless. Buyer, shall hold WSS harmless from and shall indemnify WSS against any claim, liability, loss or damage, including the attendant costs of litigation, arising out of or directly related to any contract entered into with a customer of the Buyer or potential customer, provided expressly that the claim, liability, loss or damage is caused by or directly related to: (i) the use of the Products; (ii) the Services provided by the Buyer; (iii) any act or omission of the Buyer related to any claim of infringement of any intellectual property rights of third parties; and (iv) for any violation by the Buyer of any laws or applicable regulations governing the use or sale of the Products or Services of the Buyer, which is brought against WSS relating to the activities of WSS contemplated by this Agreement. This provision shall apply ONLY if Buyer is notified of such matter described herein by the WSS within five (5) business days of WSS's notice of such matter, regardless of form of notice or knowledge. Buyer reserves all rights to directly defend itself in any such proceedings, and shall have the absolute right to direct the defense of WSS with respect thereto.

WSS shall hold the Buyer harmless and shall save, defend and indemnify the Buyer against any and all claims, demands, liabilities, suits and other proceedings, including any resulting costs of defense and damages, which arise out of or occur as a result from the conduct of WSS, including, but not limited to, misrepresentations regarding the Products or Services provided by WSS, breach of contract, breach of his duties hereunder and engaging in misleading or deceptive sales practices. WSS shall have the absolute right to direct and control its defense of any such matter arising as a result of the same.

Taxes. Price quotes by WSS do not include taxes. Buyer shall pay WSS, in addition to the price of the products of services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by WSS from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to WSS before the date of the invoice.

Delivery. Although WSS shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by WSS of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

Returns. Buyer may return shipped product to WSS only upon WSS's prior written consent (such consent to be in the sole discretion of WSS) and upon terms specified by WSS, including prevailing restocking and handling charges. Buyer assumers all risk of loss for such returned product until actual receipt thereof by WSS. Agents of WSS are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

Inspection. Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in WSS's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by WSS within 30 days of Buyer's receipt of the product or WSS's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

Limited Warranty. WSS warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from the delivery to Buyer (one-year for informers and all software products, five years of 2001 & ECLIPSE Series siren head). During this warranty WSS will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. WSS will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other WSS's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, not to units with problems due to service or modification by other than a WSS warranty service center. WSS will provide on-site warranty service during the first 60 days after the completion of the installation when WSS has provided a turn-key installation including optimization and/or commissioning services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Remedies and Limitations of Liability. Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL WSS BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL WSS'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OR OF CONNECTED WITH THIS AGREEMENT OF THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

Patents. WSS shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person or infringement of any United States Patent by product manufactured by WSS, but if Buyer furnished product of system design specifications to WSS, Buyer shall hold WSS harmless against any infringement claim consisting of the use of product manufactured by WSS in accordance with Buyer's products or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by WSS is held to infringe any patent and its use is enjoined by any competent court of law, WSS, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product, either by suspension of the injunction, by securing for Buyer, a license or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less alliance for any period of actual use thereof. WSS makes no warranty that its product will be delivered free of a valid claim by a third person of infringement of the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

Assignment and Delegation. Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without WSS's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

Severability. If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

Installation. Installation shall be by Buyer unless otherwise specifically agreed to in writing by WSS.

Governing Law and Limitations. This Agreement shall be governed by the laws of the State of Michigan. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state of federal courts in Kent or Ottawa County, Michigan. Whenever a term defined by the Uniform Commercial Code as adopted in Michigan is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action had accrued.

Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation to work from and to store equipment overnight.

Installation Methods & Materials. Installation is based on methods and specifications designed and intended by WSS to meet or exceed all national, state, and local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

Radio Frequency Interference. WSS is not responsible for RF transmission and reception affected by system interference beyond its control.

Installation Site Approval. Buyer must provide signed documentation to WSS such as the "WARNING SITE SURVEY" or a document with the equivalent information, that WSS is authorized to commence installation at the site designated by Buyer before WSS will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by WSS for redeployment of resources if the work is stopped by Buyer of its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by WSS. All indoor installations assume AC power is available with 10 feet of the installation location.

Permits & Easements. Unless specifically quoted, buyer is responsible for obtaining all required easements and/or permits, along with any fees required for installation.

Soil Conditions Clause. In the event of poor site conditions including but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet manufacturers specifications, WSS will direct installation crews to attempt pole installation for a maximum of two (2) hours. Buyer approval will be sought when pole installation exceeds two (2) hours and WSS cannot obtain approval in a timely manner to proceed with extra work.

Contaminated Sites. WSS is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. WSS will not knowingly approve installation at any site containing contaminates. Buyer must inform WSS when known or suspected soil contaminates exist at any intended installation site.

Site Cleanup. Basic installation site cleanup include installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

Safety Requirements & Compliance. WSS requires that all employees and subcontractors follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of WSS equipment. Additional safety compliance requirements by Buyer, such as, but not limited to, additional training or testing, may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

Project Delays. WSS shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of WSS, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond WSS's reasonable control, whether similar or dissimilar to the foregoing.



PAGE 1 OF 2 **Council Meeting** June 3, 2024 Item: 9.6

| NEW ACCOUNT □ | EXISTING ACCOUNT | • |
|---------------------|------------------|---|
| INSTALLATION DATE _ | | |

MM/DD/YYYY

| COMPANY NAME (Customer) City of Rivery | | STOIVIE | :K SERV | ICE AG | KEEWE | | OC. NO. 150 |) | |
|--|---------|---------------------------------------|--|---|--------------------------------------|-----------------------------------|--|------------|--|
| ADDRESS 14100 Civic Park Dr | | | | | | | OUTE NO. | | |
| Riverview, MI 48193 | | | | | | | ATE 5/14/24 | | |
| PHONE 734-281-4230 | | | | | | | | | |
| The undersigned (the "CUSTOMER") orders fro ("UNIFIRST") the rental service(s) at the prices | m Ur | niFirst Cor | poration and, | or UniFirst I | | | C/NAICS | | |
| (CANTAGE) and Actual Control (CANTAGE PROCES | 118 | | RCHANDIS | | ae a | H W | | 9.19 | |
| ITEM DESCRIPTION | REP | LOST/ AMAGED LACEMENT CHARGE | SERVICE FREQUENCY | NO. OF PERSONS/ ISSUE PER PERSON | TOTAL NO. OF CHANGES/ PIECES | | STANDARD/ NON- STANDARD ¹ | TOTAL FUI | LL TOTAL |
| 0101 LS 100% Cotton Shirt | 20.9 | | 1 | | | .28 | S | | |
| 0123 LS Stripe Shirt 65/35 | 18.8 | 30 | 1 | | | .24 | S | | |
| 0201 SS 100% Cotton Shirt | 18.9 | €0 | 1 | | | .24 | S | | |
| 0223 SS Stripe Shirt 65/35 | 16.3 | 35 | 1 | | | .20 | S | | |
| 07WW SS Shirt 60/40 | 28.5 | 55 | 1 | | | 36 | S | | |
| 08WW LS Shirt 60/40 | 30.6 | 50 | I | | | .39 | S | | |
| 1001 100% Cotton Pant | 25.9 | 90 | 1 | | | .34 | S | | |
| 1002 Pant 65/35 | 21.4 | 1 0 | 1 | | | .26 | S | | |
| 1034 Short 65/35 | 16.7 | 70 | 1 | | | .20 | S | | |
| 10AI Cargo Pant | 27.3 | 30 | 1 | | | .33 | S | | |
| 1231 100% Cotton Cargo pant | 42.8 | 3 <i>7</i> | 1 | | | .49 | S | | |
| 1271 Men's Cargo Short 65/35 | 23.5 | 55 | 1 | | | .30 | S | | |
| 5388 3x5 Scraper Mat | 114 | .60 | 1 | | | 1.46 | S | | |
| 5389 4x6 Scraper Mat | 183 | .70 | 1 | | | 2.34 | s | | |
| | | | n weekly charg | e applies, equa | al to 75% of the | | install value. | 27.75 | |
| OTHER CHARGES | | ΑÑΩ | דאשכ | | OTHE | R GHARGE | S | | AMOUNT |
| Garment preparation per piece | | .83 | | Non-stock | sizes per pie | | | 3.00 | 3 |
| Name emblem per piece | | .50 | | Special cu | ıts per piece | | | 3.00 |) |
| Company emblem per piece | | 1.67 | | Restock/E | xchange per | piece | | 3.00 |) |
| Direct Embroidery: Wearer name per piece | | 2.78 | | Automatic | :Wiper Repla | cement | | | |
| Company name per piece | | 3.94 | ······································ | Automatic | Linen Repla | cement | | | |
| | | | | DEFE (Sec | e description | on reverse : | side) | 3.89 |) |
| | | | | Energy Ch | narge | | | 2.25 | 5 |
| PAYMENT | TEF | RMS: C | .O.D. 🗆 | E.F.T. | Approve | ed Charge³ | • | I | |
| | | | COMW | ENTS | | | | | |
| Sourcewell US PV (Formerly NJPA)\ 36 Month agreement | <i></i> | | | | | | | | |
| Approved charge: CUSTOMER agrees to make prinvoice receipt. A late charge of 1½% per month (18 in arrears may be applied.4 SALES REP: SALES REP (Print Name) | | | | attests to hav | e the authority alization — inclu | to execute for ding logos or b | | STOMER, ar | mentTerms and nd to approve use een requested. |
| ACCEPTED ⁵ : LOCATION MANAGER (Signature) | | DATE | <u> </u> | | | nt Name and Title) | was a second | | |
| LOCATION MANAGER (Print Name and Title) 1 Out-sizes of otherwise Standard Merchandise are deemed to be No 2 Merchandise which is Val-U-Leased is not cleaned by UniFirst. 3 Charge status contingent upon continuing credit worthiness and ma | | | | | | | subject to \$35 pro by UniFirst Locatio | | |

PRINT & SIGN (2) COPIES ON LEGAL-SIZE (81/2" × 14") PAPER: 🗖 LOCAL UNIFIRST COPY (SCANNED COPYTO CORPORATE OFFICE) 💆 CUSTOMER COPY



| NEW ACCOUNT □ | EXISTING ACCOUNT |
|---------------------|------------------|
| INSTALLATION DATE _ | |
| | MM/DD/YYYY |

| | | OME | ER SERV | ICE AG | REEMEI | | 150 | ٦ | |
|--|-------------------------------|---|--------------------------------|---|--|------------------------------------|--|--|--|
| COMPANY NAME (Customer) City of River | view | | | | | |)C. NO. <u>150</u> | | CHAIL. |
| ADDRESS 14100 Civic Park Dr | | OUTE NO. <u>1</u> | | | | | | | |
| Riverview, MI 48193 | | | | | | | ATE <u>5/14/24</u> | | |
| PHONE 734-281-4230 | | | | | | | C/NAICS | | |
| The undersigned (the "CUSTOMER") orders from ("UNIFIRST") the rental service(s) at the price. | s and upo | n the c | poration and/ conditions ou | tlined: | Tolaings, Inc | . d.p.a. Unif | irst and/or O | nifirst Ca | nada LID. |
| | Ţ | | ROBANDIS I | T | ED | T | T | I STATE OF THE STA | |
| ITEM DESCRIPTION | LOS DAMA REPLAC CHAI | AGED EMENT | SERVICE FREQUENCY | NO. OF PERSONS/ ISSUE PER PERSON | TOTAL NO. OF CHANGES/ PIECES | PRICE PER CHANGE/ PIECE | STANDARD/ NON- STANDARD ¹ | TÖTAL FU SERVIC | |
| 6215 Paper-Continuous Roll Towel | 5.49 | | 1 | | | 6.03 | S | | |
| 6288 Jumbo Roll Wiper Disp | 50.05 | | 1 | | | .25 | S | | |
| 6289 Jumbo Roll Cloth | 131.67 | | 1 | | | 131.67 | S | | |
| 76GA 3x5 Mat | 76.35 | | 1 | | | 1.46 | S | | |
| 76GB 4x6 Mat | 117.00 | | 1 | | | 2.34 | S | | |
| 76GC 3x10 Mat | 154.55 | | 1 | | | 2.92 | S | | |
| 8950 Laundry Lock Up | 279.75 | *************************************** | 1 | | | 0 | S | | |
| 9993 Roll Cabinet | 244.05 | | 1 | | | 0 | S | | |
| | | | | | | | | | |
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| | | | | | | | | : | |
| | 1 | Mînîmur | n weekly charg | e applies, equa | al to 75% of th | e initîal weekly | install value. | 27.75 | |
| OTHER CHARGES | | AMO | DUNT | | OTHE | r Charge | S | | AMOUNT |
| Garment preparation per piece | .8 | 3 | | Non-stock | sizes per pie | ece | | 3.0 | 10 |
| Name emblem per piece | .5 | 0 | | Special cu | ıts per piece | | | 3.0 | 00 |
| Company emblem per piece | 1. | 67 | | Restock/E | xchange per | piece | | 3.0 | 00 |
| Direct Embroidery: Wearer name per piece | | | | Automatic | Wiper Repla | scement | | | |
| Company name per piec | e | | | Automatio | c Linen Repla | acement | | | |
| | | | | DEFE (Se | e description | on reverse : | side) | 3.8 | 39 |
| | | | - | Energy Ch | narge | | | 2.2 | .5 |
| PAYMEN | T TERMS | S: C | .O.D. 🗆 | E.F.T. 🗆 | Approve | ed Charge³ | • | | |
| | | | COMM | ENTS | | | | | |
| Sourcewell US PV (Formerly NJPA)\ 36 Month agreement | | | | | | | | | |
| Approved charge: CUSTOMER agrees to make provide receipt. A late charge of 1½% per month (1 in arrears may be applied.4 SALES REP: Gene S7Wed | 8% per ye | | | attests to hav | re the authority nalization — inclu | to execute for iding logos or b | the named CU | STOMER, a | ement Terms and and to approve use been requested. |
| SALES REP (Print Name) | | DAT | | | CUSTOMER (Si | gnature) | | ········· | DATE |
| ACCEPTED ⁵ : LOCATION MANAGER (Signature) | | DATE | <u> </u> | | CUSTOMER (Pr | int Name and Title) | | · w | att-14 |
| LOCATION MANAGER (Print Name and Title) | | | | | EMAIL | | | | |
| 1 Out-sizes of otherwise Standard Merchandise are deemed to be N 2 Merchandise which is Val-U-Leased is not cleaned by UniFirst. 3 Charge status contingent upon continuing credit worthiness and m | | | | | | | subject to \$35 pro by UniFirst Locatio | | |

PAGE 2 OF 2

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5% Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

UniFirst Corporation Association List

CITY OF RIVERVIEW Association

Contract Number 0890180

| Loc | Cust No | Cust Name | Address | Route |
|-----|-------------------------------|------------------------|--|----------|
| 150 | 1365168 | CITY OF RIVERVIEW LAND | 20863 GRANGE RIVERVIEW, MI 48193 | 14210 |
| 150 | 1365265 | CITY OF RIVERVIEW | 18550 KRAÚSE RIVERVIEW, MI 48193 | F2170 |
| 150 | 150 1365267 CITY OF RIVERVIEW | | 14701 SIBLEY ROAD RIVERVIEW, MI 48193 | F2160 |
| | Customer S | ignatura V | Date | Initials |

Council Meeting June 3, 2024 Item: 10.1

RESOLUTION NO. 24-13 BUDGET APPROPRIATIONS AND OPERATING MILLAGE RATES FOR OPERATION, DEBT, LOCAL ROADS, LIBRARY, AND GARBAGE & RUBBISH SERVICES JULY 1, 2024 – JUNE 30, 2025

WHEREAS, the expenditures for the fiscal year commencing July 1, 2024 and ending June 30, 2025, are hereby appropriated on a departmental and activity total basis as follows:

General Fund:

| iiwi | |
|--------------------------------|------------------|
| City Council | \$ 90,252 |
| City Manager | 364,470 |
| Purchasing / Assessing | 140,882 |
| City Attorney | 521,000 |
| City Clerk | 313,978 |
| Finance / Treasury | 558,688 |
| Human Resources | 211,388 |
| Debt Service | - |
| Police | 4,887,313 |
| Fire | 2,539,440 |
| Public Works | 1,270,528 |
| Building Maintenance | 388,466 |
| Motor Vehicles | 231,707 |
| Parks Maintenance | 86,967 |
| Community Development | 146,348 |
| Building & Engineering | 399,724 |
| Recreation | 852,694 |
| Management Information Systems | 284,726 |
| Employee Benefits | 35,650 |
| Insurance | 146,050 |
| Operating Transfers Out | 110,000 |
| | |
| Total Expenditures | \$ 13,580,271 |

WHEREAS, revenues for the 2024/25 fiscal year are estimated as follows:

General Fund:

| Property Taxes | \$ 7,619,415 |
|------------------------------|------------------|
| Interest & Investment Income | 625,000 |
| Transfers (In) | 585,000 |
| Licenses & Permits | 652,487 |
| Federal Sources | 30,000 |
| State Sources | 1,850,609 |
| Fine & Forfeitures | 50,000 |
| Charges for Services | 908,850 |
| Charges to Other Funds | 1,107,516 |
| Other Revenue | 22,512 |
| Recreation | 242,925 |
| | |
| Total Revenues | \$ 13,694,314 |

WHEREAS, the City Council hereby approves budgets for the period of July 1, 2024 through June 30, 2025, for the following funds in the amounts set forth below:

| Major Streets Fund | \$ 969,026 |
|---------------------------|---------------|
| Local Streets Fund | 1,152,268 |
| Garbage & Rubbish Fund | 829,500 |
| Cable & Telecomm Fund | 390,072 |
| Drug Law Enforcement Fund | 36,700 |
| Library Fund | 444,749 |
| Comm Dev Block Grant Fund | 20,000 |
| Street & Water Main Bonds | 935,750 |
| Cap Imprvmt/Equipmt Fund | 1,272,851 |
| Golf Combined | 2,675,989 |
| Water & Sewer Fund | 6,184,142 |
| Land Preserve Fund | 12,271,836 |
| Self-Insurance Fund | 486,834 |
| Retiree Insurance Fund | 1,458,585 |

WHEREAS, The City Council of the City of Riverview has been advised by the City Assessor that the State Taxable Valuation for the 2024 tax year of taxable value property located within the City of Riverview is \$413,451,998, as compared to \$377,978,249 taxable value for the 2023 tax year including net 2023 additions:

WHEREAS, The City Tax Rates were also set in May 2024, for the 2024/25 fiscal year after the required notices were filed and public hearing held. The Tax Rates were calculated in accordance with Michigan Compiled Law Section 211.34 E and 211.34 D. The City Tax Rates calculated are the minimum required to defray the operating expenses for the fiscal year July 1, 2024, through June 30, 2025. The approved tax rates are as follows:

Operating Millage Rate per thousand taxable value 1. City Operating \$14.627/thousand taxable value 2. Refuse Collection 1.74/thousand taxable value Library Operation 0.80/thousand taxable value 4. Local Road Repair 0.70/thousand taxable value 5. Fire Protection 1.47/thousand taxable value 6. Public Safety Special Assessment 2.00/thousand taxable value Road Bond (Voter Approved) 2.40/thousand taxable value Total City Tax Rate - July 1, 2024 \$23.737/thousand taxable value NOW THEREFORE BE IT RESOLVED, the City Council hereby approves the City Budget containing the appropriations and levy of taxes for the period of July 1, 2024 through June 30, 2025 and all sums be paid into the several funds to which they belong and that the City tax rate for the fiscal year 2024/25 for the City of Riverview shall be set at \$14.627 operating; \$1.74 refuse collection and disposal; \$0.80 for Library service; \$0.70 for Local Road Repair; \$1.47 for Fire Services; Public Safety Special Assessment \$2.0; and \$2.4 for Voter Approved ater Main and Road Construction Bonds; for a combined July 1, 2024 tax rate of \$23.737 per thousand taxable value. AYES: NAYS: **EXCUSED:** ADOPTED this 3rd day of June 2024. ATTEST: Andrew M. Swift, Mayor I, Shane Anne Harrison, duly authorized City Clerk of the City of Riverview, do hereby certify the foregoing Resolution is a true copy of a resolution adopted by the Riverview City Council at their regular meeting of June 3, 2024. (SEAL)Shane Anne Harrison, City Clerk

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

L-4029

2024 Tax Rate Request (This form must be completed and submitted on or before September 30, 2024)

| County(ies) Wh | ere the Local Gove | ernment Unit | Levies Taxes | | | ble Value of ALL Proper | ties in the Unit as of 5-2 | 8-2024 | | | |
|--|------------------------------|----------------------------|---|---|--|--|--|---|--|--|--|
| Local Governm | ent Unit Requestin | g Millage Lev | /y | | | .,451,998 _ School Districts: 2024 nd Commercial Persona | Taxable Value excluding | g Principal Reside | nce, Qualified Agricu | tlural, Qualified Fores | t, Industrial |
| | | | | nment for which a | property tax is levi | ed. Penalty for non- | filing is provided u | nder MCL Sec | 211.119. The follo | wing tax rates ha | ve been |
| (1) Source | (2) Purpose of Millage | (3) Date of Election | (4) Original Millage Authorized by Election | (5) ** 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee" | (6) 2024 Current Year "Headlee" Millage Reduction Fraction | (7) 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee" | (8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction | (9) Maximum Allowable Millage Levy * | (10) Millage Requested to be Levied July 1 | (11) Millage Requested to be Levied Dec. 1 | (12) Expiration Date of Millage Authorized |
| Charter | Operating | | 20.000 | 16.1561 | .9982 | 16.127 | 1.000 | 16.127 | 16.1270 | | |
| PA 298 | Rubbish Collection | | 3.00 | 2.4058 | .9982 | 2.4014 | 1.000 | 2.4014 | 1.74000 | | |
| Voted | PA 33 Fire Protection | 5/18/20 | 1.47 | N/A | N/A | N/A | N/A | N/A | 1.47000 | | ##### ******************************** |
| Voted | Road Bond | | 2.70 | N/A | N/A | N/A | N/A | N/A | 2.40000 | | |
| PA 33 | Public Saftey | 5/13/24 | 2.00 | N/A | N/A | N/A | N/A | N/A | 2.00000 | | |
| | | | | | | | | | | | |
| ······································ | | <u> </u> | | | | | | | | | |
| Prepared by Brenda Z | arosly | | , | ohone Number 34) 281-4235 | | Title of Prepare Comptro | r ller - Deputy Tre | easurer | Date | | |
| educed, if ned | cessary to compl | y with the s | tate constitution | on (Article 9, Section | 31), and that the re | ertify that these reque equested levy rates he relevy a Supplementa | ave also been reduc | ed, if | Local School Distric millage to be levied. instructions on com | t Use Only. Complet See STC Bulletin 2 pleting this section. | e if requestin of 2024 for |
| 880.1211(3). | | | | | ······································ | | | | Total School Dist Rates to be Levie | , , | . |
| Clerk Secretary | Signature | | | Pri | int Name | | Date | | and NH Oper ON | ILY) | Rate |
| Chairpers | | | | Pri | int Name | | Date | | For Principal Resid Ag., Qualified Fore Personal | | |
| President | L | 0-4:0 | 14.04- #- | | | and the first three thre | 144 | | For Commercial P | ersonal | |
| | | | . • | veming body may de must be met prior to | • | which will not exceed | | | | | |

^{**} IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).

Instructions For Completing Form 614 (L-4029) 2024 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2024 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2023 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The 2023 permanently reduced rate can be found in column 7 of the 2023 Form L-4029. For operating millage approved by the voters after April 30, 2023, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), 2024 Millage Reduction Fraction Calculations Worksheet. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2024 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2024. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2024 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2024 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2024 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calulated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2024. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2024 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2024. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

2024 - 2025 Proposed Rate Table for Environmental Engineering

Council Meeting June 3, 2024 Item: 11.1

| Proposed RLP Billing Title | | Approved Rate for FY 2023-2024 | Proposed Rate for FY 2024-2025 | | De | lta |
|--------------------------------|----|--------------------------------|--------------------------------|----|------|------|
| Sr. Technical Specialist | \$ | 195.48 | \$ 201.34 | \$ | 5.86 | 3.0% |
| Executive Consultant/Principal | \$ | 180.41 | \$ 185.82 | — | 5.41 | 3.0% |
| Project Director | \$ | 173.02 | \$ 178.21 | \$ | 5.19 | 3.0% |
| Project Manager III | \$ | 146.55 | \$ 150.95 | \$ | 4.40 | 3.0% |
| Project Manager II | \$ | 135.04 | \$ 139.09 | \$ | 4.05 | 3.0% |
| Project Manager I | \$ | 128.03 | \$ 131.87 | \$ | 3.84 | 3.0% |
| Project Engineer/Scientist V | \$ | 121.51 | \$ 125.16 | \$ | 3.65 | 3.0% |
| Project Engineer/Scientist IV | \$ | 110.59 | \$ 113.91 | \$ | 3.32 | 3.0% |
| Project Engineer/Scientist III | \$ | 101.57 | \$ 104.62 | \$ | 3.05 | 3.0% |
| Project Engineer/Scientist II | \$ | 90.53 | \$ 93.25 | \$ | 2.72 | 3.0% |
| Project Engineer/Scientist I | \$ | 80.46 | \$ 82.88 | \$ | 2.41 | 3.0% |
| Assistant Engineer/Scientist | \$ | 69.42 | \$ 71.50 | \$ | 2.08 | 3.0% |
| Senior A/E | \$ | 50.62 | \$ 52.14 | \$ | 1.52 | 3.0% |
| CADD Designer I | \$ | 86.74 | \$ 89.34 | \$ | 2.60 | 3.0% |
| CADD Operator I | \$ | 68.11 | \$ 70.15 | \$ | 2.04 | 3.0% |
| Field Technician IV | \$ | 63.01 | \$ 64.90 | \$ | 1.89 | 3.0% |
| Field Technician III | \$ | 58.38 | \$ 60.13 | \$ | 1.75 | 3.0% |
| Field Technician II | \$ | 53.40 | \$ 55.00 | \$ | 1.60 | 3.0% |
| Administrative | \$ | 76.79 | \$ 79.10 | \$ | 2.30 | 3.0% |
| Clerical/Admin | \$ | 52.09 | \$ 53.65 | \$ | 1.56 | 3.0% |