

To: Mayor Pat Humphrey and the Clare City Commission
From: Shannon Sirpilla
Treasurer / Finance Director
Date: April 25, 2023
Reference: Treasurer's Report for May 1, 2023

Property Tax Bills: I recently submitted tax bill information for a quote to KCI located in Grand Rapids. Many municipalities have been and are still using KCI for Newsletters, Tax Bills, Assessing notices, Election services, etc. Their quoted services include printing, folding, inserting, sealing, and mailing all property tax bills for the City of Clare. The cost of 1,500 property tax bills mailed out with KCI comes to ninety-two cents per bill. Our current metered postage rate is sixty cents per bill. After adding in the cost of paper, a toner cartridge, window envelopes, and an employee to do the work it works out to be no less than \$1.30 per bill.

Act 51 and Revenue Sharing Reports: Below you will find the Act 51 report showing payments received to date. We still have four months remaining to collect.



3901 East Paris SE
 Grand Rapids, MI 49512
 616.957.2120 phone
 616.957.3026 fax
 kentcommunications.com

Proposal

Shannon Sirpilla
City of Clare
 202 W 5th St
 Clare, MI 48617
Ph: 989-424-4069

Fax:

Proposal 225985.
Date April 11, 2023

Project

Summer 2023 Tax Bills
 Laser Print 1 sided, black ink on 20# Green Perf, Fold, Insert x1 into #10 Double Window Env, Seal,
 Sort & Mail First Class Presort

PDF File / Mail June 30 NB

Components

Tax Bill, #10 DW Env

Quantity of 1,500

Services	Quantity	Setup	Minimum	Rate	per	Price
Tax Bill Set-up PDF	1			\$135.00	ea	\$135.00
Process & Mail Tax Bills	1,500		\$540.00	\$180.00	/m	\$540.00
Total Cost for Services						<u>\$675.00</u>
Estimated Postage		Pieces		Rate		Postage
1st Class/5-Digit		1,500		0.47100		\$706.49800
Total Estimated Postage						<u>\$706.49800</u>
Total Estimated Project Cost		1,500	Unit Price:	\$0.92		<u>\$1,381.50</u>

Postage must be paid in advance or on deposit with the Post Office.

Thank you for the opportunity to quote on this project.

Autumn Hoffman

Account ManagerAccount Manager
Phone: (616)957-2120
Fax: (616)957-3026
Email: autumnh@kentcommunications.com

Accepted :
City of Clare ('CLIENT')

By _____

Name _____

Title _____

Date _____

THIS PROPOSAL CONSISTS OF THIS PAGE AND PARAGRAPH 1-18 ON THE BACK SIDE

MAIL INDUSTRY TRADE CUSTOMS

- 1. PROPOSALS:** Proposals are subject to acceptance within 90 days. Proposals are based on the cost of labor and materials on the date of the proposal. If changes occur in cost of materials, labor, or other costs prior to acceptance, or if the customer requires changes in the mailing schedule subsequent to acceptance, the right is reserved to change the price quoted. Subsequent orders will be subject to price revision if required. Proposals do not include applicable taxes, shipping costs or deliveries unless specifically stated. Postage included on proposals is an estimate only. Proposals are only valid when in writing.
- 2. CANCELLATION:** Orders may be canceled by the customer at any time by notice in writing or via e-mail with the understanding that Kent Communications Inc. (KCI) will be compensated in full for any work or services performed prior to cancellation, plus the cost of any goods or services purchased for the order.
- 3. ALTERATIONS/SPECIFICATIONS:** Prices quoted are based upon our understanding of the specifications submitted. If there is a change in specifications or instructions resulting in additional costs, the work performed will be billed at the current rates, and the mailing date may be delayed.
- 4. VERBAL ORDERS:** Written or e-mail orders are strongly recommended. KCI may accept verbal orders; however such orders are subject to KCI's acceptance of the written final specifications which customer shall deliver to KCI by fax or mail prior to the commencement of the work.
- 5. POSTAGE:** Proposals include estimated postage only. The customer is responsible for the payment of all postage, whether or not included in the proposals. KCI will notify the customer in writing, by e-mail or verbally by telephone call as soon as reasonably possible after the actual amount of postage is known and will notify the customer of the date when the postage is needed in order to complete the mailing prior to the agreed upon mailing date. KCI will make reasonable efforts to provide the customer with an accurate estimate of required postage; however, the customer, and not KCI, is responsible for additional postage charges if the rate of postage changes for any reason including the design of the mail piece. Payment of postage in advance is required on all orders and is the responsibility of the customer. KCI reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. The customer will provide the postage payment in adequate time for KCI to complete the mailing prior to the previously agreed upon mail date. The customer is responsible for all additional postage and or shipping charges assessed by the Post Office or any other shipping agent after the mailing has been mailed.
- 6. ACCEPTANCE OF ORDER:** The customer agrees that KCI may refuse at any time to mail any copy, photographs or illustrations of any kind that in the management's sole judgement believes is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste, or which in the management's sole judgement is an infringement on a trade mark, or trade name, or service mark, or copyright belonging to others.

The Customer also agrees to defend and hold KCI harmless in any suit, claim, or court action brought against KCI for alleged or actual damages, costs, expenses (including reasonable attorney's fees), liabilities or losses of any kind or nature resulting from the mailing for the customer, including circumstances where KCI, acting as the customer's agent, uses copy, photographs, or illustrations that are or believed by others to be degrading, libelous or harmful to their reputations, images, or standing in the community or an infringement on a trade mark, trade name, service mark, or copyright belonging to others, or in a suit or court action brought against KCI for actions of the customer's employees which may occur as a result of any mailing.

- 7. MAILING LISTS:** Customer's mailing list(s) in KCI's possession for storage or otherwise, is the exclusive property of the customer and shall be used only at the customer's instructions. KCI shall provide reasonable protection against the loss of a customer's list. It is the customer's sole responsibility to maintain a duplicate list or have the source material from which the list was compiled. KCI shall pay for the cost of replacing such lists in the event of its systems failure, loss by fire, vandalism, theft or other such causes on KCI's premises (excluding destruction of the list due to the customer's negligence or willful misconduct), provided that the customer has a duplicate list or has the source material from which the list was compiled, and then only to the extent of the costs involved in replacing the lost list. KCI shall not be liable for compiling such lists nor for an intangible or special value attached thereto.

KCI is not responsible for the accuracy or integrity of lists or other data supplied by the customer or list broker. Unless otherwise specified in writing in advance, all rented mailing lists are provided on a one-time use basis.

- 8. MATERIALS:** KCI assumes in all proposals that all material provided will permit efficient handling on automated equipment, and meets equipment manufacturer's published specifications. Materials furnished that are within manufacturer's specifications, but which are not up to acceptable operational standards due to poor folding, facing, trimming, packing, sticking together of material, insufficient leeway between enclosures and envelopes, square envelope flaps or other causes, will be subject to pricing at special rates. The customer will be notified when a deficiency is discovered and approval will be obtained for handling at special rates before proceeding with work, and a new delivery schedule may result.

KCI is not responsible for identifying errors in preprinted copy on customer-furnished materials and assumes no liability for damages resulting from the mailing of materials which contain erroneous information. When performing mailings for not-for-profit customers, KCI is not responsible for content in mailed materials which causes a customer to lose their Nonprofit Status.

All direct mail handling and processing involves spoilage. Allowances for spoilage should be taken into consideration in ordering material. Spoilage of up to three (3) percent of customer's materials is typical. KCI will make reasonable efforts to handle customer's material to prevent undue spoilage. Nevertheless, KCI is not responsible for shortages of material as a result of spoilage in processing. All stock and materials belonging to a customer will be held and stored only at the customer's risk, and the customer shall be responsible for insurance on its stock and material.

Printer delivery tickets must accompany the materials delivered, and should show the number of skids or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity and a sample clearly visible. Each skid shall have only one material version, unless clearly marked and separated. Multiple items shall not be included within a single carton, skid or container unless noted thereon and on accompanying paperwork. KCI will apply a surcharge for any rework necessary for materials received not meeting these specifications.

KCI accepts and may rely upon printers' count until processing, and assumes no responsibility for shortages discovered at that time. Additional charges will apply if the customer requires the mailer to verify printer's counts prior to processing. Customer shall provide KCI with sufficient inventory or adequate sources of supply to meet anticipated demand. Cost for back orders, delay notices, canceled orders and increased customer service resulting from out of stock conditions is to be paid by, and will be billed to customer.

Collect shipment will be accepted only if clearance is obtained in advance, and a service charge will be added to the actual freight charges. KCI is not responsible for the condition of shipped overs, unless customer has been billed for packing and/or shipping.

The customer retains title to and the insurable interest in its materials. Customer shall obtain its own insurance for loss or damage to its materials. Customer releases, discharges, and holds KCI harmless from any loss or damage to customer's material that is or should have been covered by the insurance to be provided by customer, as provided above. KCI may carry insurance to protect itself against acts of negligence on the part of its employees in the normal course of business. If specific additional

insurance coverage is desired by customer, such coverage must be specified by agreement in writing with KCI and customer shall then provide and pay for such additional coverage by separate insurance or rider. In such instances, the liability of KCI for losses will be limited to the insurance coverage provided.

9. LABELS: Labels must be within equipment manufacturers' published specifications for labeling equipment. For paper labels as well as those which are electronically generated, quoted prices assume that label placement will be in the position most advantageous to production speed, or additional charges will be billed.

10. INSERTING SEQUENCE: Effort will be made to insert material in the sequence and facing the direction the customer requests, but quoted prices assume the most advantageous production speeds, and specified sequence or facing may result in additional charges being billed.

11. OVERAGES: The customer must advise KCI, in advance of the performance of the order, of the disposition of overs (leftover mail pieces). Overs may be returned to the customer, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at KCI's option and without liability to KCI, material may be automatically destroyed after 60 days if customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated. KCI is not responsible for the condition of shipped overs.

12. DELIVERY SCHEDULES: KCI will make reasonable efforts to meet scheduled delivery and mailing date(s), but is not liable for failure to meet any requested delivery dates. In addition, KCI has no control over U.S. Postal Service, United Parcel Service or common carriers' delivery schedules and cannot guarantee when the mail or shipments deposited with or released to these carriers will be delivered. The date which mail or shipments are deposited by KCI with or released to these carriers is the date of delivery for purposes of this contract.

KCI is not responsible or liable due to delays, and all orders are accepted contingent upon, fire, accident, act of God, mechanical breakdown or other causes beyond KCI's control. Since the time element is an integral part of KCI's business, quoted prices are based upon a specific set of time schedules for completion. Any requested deviation from the schedules described or agreed upon by both parties at the time the order is placed may alter the quoted price. Late delivery of material may delay the completion date of the order by a greater degree than the actual elapsed time the material is late.

13. ERRORS IN MAILING: In the event of an error or mistake by KCI resulting in an erroneous mailing, KCI, at its expense, shall re-mail that portion of the mailing that was in error, as soon as is reasonably possible after notification in writing by customer of the error or mistake. Notwithstanding KCI's error or mistake, the customer shall pay the postage for all such remailings. The re-mailing is the exclusive and sole remedy of customer against KCI for such error or mistake, and is in substitution for all other remedies or damages, including loss of business, postage, or other consequential or incidental damages.

14. DELINQUENT INVOICES: If customer fails to timely pay KCI, KCI may, at its option, along with all other remedies available to KCI, retain the customer's list or printing or other property until paid in full or sell the customer's property and apply the proceeds against payment of delinquent invoices. "Delinquent" is defined as "past the agreed or specified payment date." After suitable credit has been established, unless otherwise specified in writing by KCI, terms are net with interest as allowed by law applied to delinquent invoices. Customer is responsible for any related collection costs, legal fees and interest.

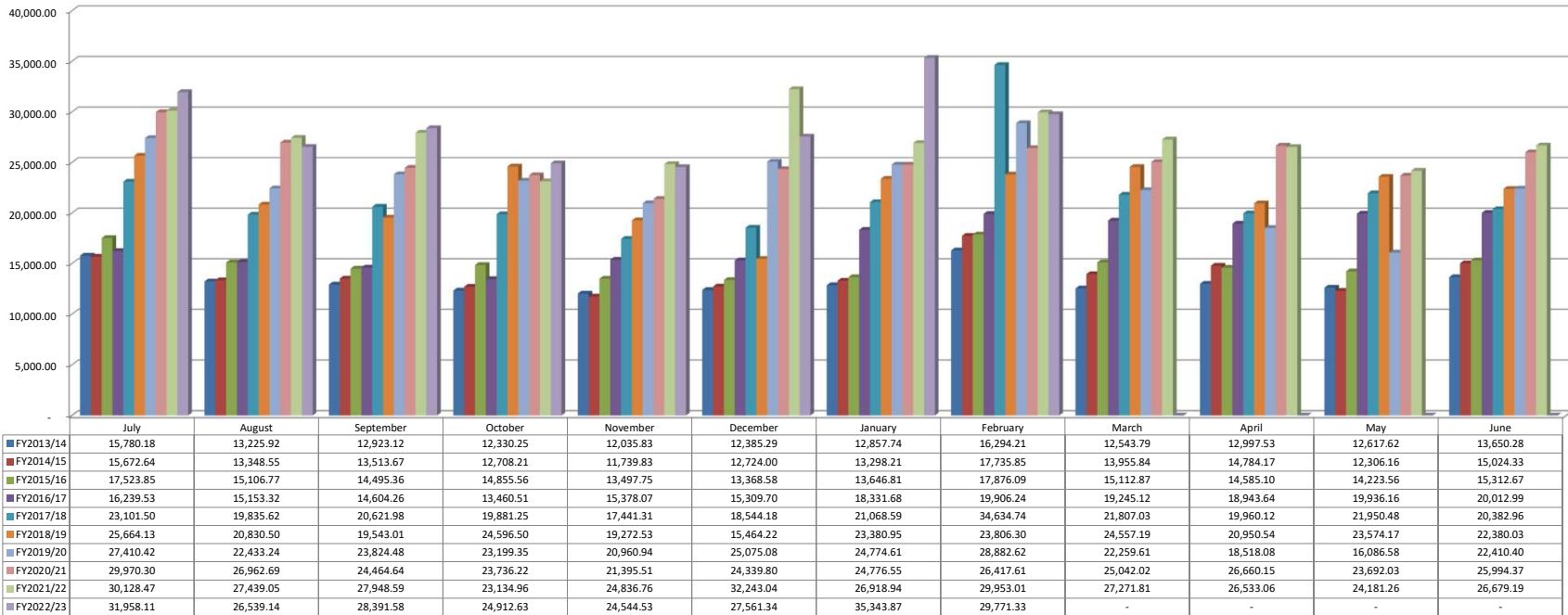
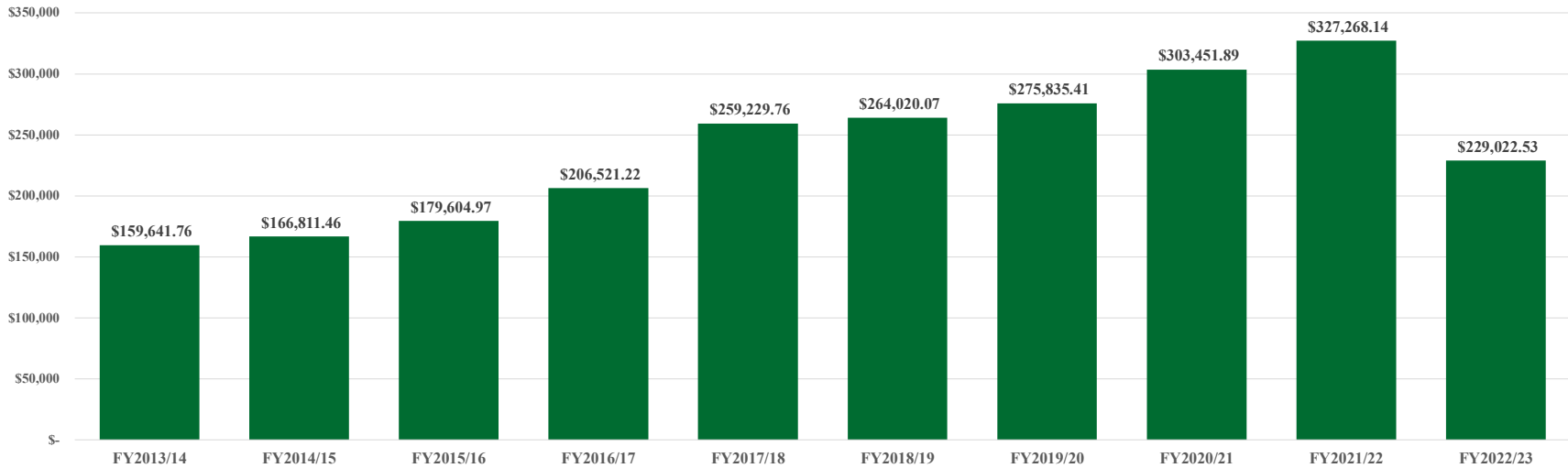
15. BROKER/AD AGENCY/RESELLER: When contracting with an intermediary such as a broker, ad agency or reseller for work on behalf of their customers, the intermediary, as well as the customer is fully responsible to KCI for timely payment of invoices and for related collection costs, legal fees and interest. The intermediary's responsibility for payment to KCI is without regard to whether the intermediary has been paid by its customer for services rendered.

16. TAXES: All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless official proof of the customer's exemption is on file with KCI or such documentation accompanies the order. If, after the customer has paid the invoice, it is determined that more tax is due, the customer shall promptly remit the required taxes to the taxing authority or immediately reimburse KCI for any additional taxes paid by KCI.

17. SOLE AND EXCLUSIVE REMEDY: The Sole and exclusive remedy of customer for the breach of this agreement by KCI or any express or implied warranties pertaining to the mailing purchased by customer pursuant to this agreement, shall be re-mailing as provided in paragraph 13 above. Alternatively KCI may, at its option, provide a full refund of the invoice price. Customer shall notify KCI by written notice of any defect in the mailing within the period of 60 days immediately following the mailing. Failure by customer to notify KCI within this 60 day period shall relieve KCI from any liability to customer as a result of the defective mailing. The remedy here provided by KCI as to re-mailing, shall be customer's sole and exclusive remedy and is expressly made in substitution of any and all remedies otherwise provided under the Uniform Commercial Code as enacted in the state of Michigan or any other state or jurisdiction. Under no circumstances shall KCI be liable to customer or any other person for any consequential, incidental, economic, direct, indirect, general or specific damages arising out of any breach of warranty, express or implied, under the agreement.

18. STATE OF MICHIGAN: This agreement shall be interpreted in accordance with the laws of, and enforced within the jurisdiction of, the state of Michigan. Any suit against KCI involving this agreement shall be brought in a court of competent jurisdiction within the county of Kent and the state of Michigan.

**City of Clare
Fiscal Year
Major Street Act 51 Funding**



■ FY2013/14 ■ FY2014/15 ■ FY2015/16 ■ FY2016/17 ■ FY2017/18 ■ FY2018/19 ■ FY2019/20 ■ FY2020/21 ■ FY2021/22 ■ FY2022/23

**City of Clare
Fiscal Year
Local Street Act 51 Funding**

