



COMMUNITY DEVELOPMENT

ONE CITY SQUARE, SUITE 210  
WARREN, MI 48093  
(586) 574-4686  
FAX (586) 574-4685  
[www.cityofwarren.org](http://www.cityofwarren.org)

January 17, 2025

Mindy Moore, Council Secretary

RE: Proposed Resolution Authorizing an Agreement between the City of Warren and MCREST

As part of the 2024-2025 CDBG Program Year Budget, funds in the amount of \$15,000 have been allocated to provide emergency shelter for homeless persons. The City desires to enter into a contract with the Macomb County Rotating Emergency Shelter Team (MCREST) to provide such services.

Funding is available in the Emergency Shelter Line Item Number 273-9850-80157 in the amount of \$15,000 sufficient to approve the contract between the City of Warren and the Macomb County Rotating Emergency Shelter Team (MCREST).

Attached for consideration by Council you will find a copy of the proposed agreement with MCREST, which has been reviewed and approved by the City Attorney's Office. Please submit to Council for consideration at its January 28, 2025 meeting. The appropriate resolution authorizing execution of the agreement for these services is also attached. If you have any questions regarding this matter, please contact Community Development at (586) 574-4686.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Bommarito", with a long horizontal line extending to the right.

Tom Bommarito  
Community Development Director

Read and Concur:

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

Lori M. Stone  
Mayor

Read and Approved as to Form:

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

City Attorney's Office



**RESOLUTION TO APPROVE  
EMERGENCY SHELTER AGREEMENT  
BETWEEN THE CITY OF WARREN AND  
THE MACOMB COUNTY ROTATING EMERGENCY SHELTER TEAM**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on January 28, 2025 at 7:00 p.m. Eastern Daylight Savings Time.

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

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

The following preamble and resolutions were offered by Councilmember

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

The City is the recipient of Community Development Block Grant Funds under Title I of the Housing and Community Development Act of 1974, as amended.

Macomb County Rotating Emergency Shelter Team (MCREST) is a non-profit organization that promotes, organizes, and assists churches of all denominations in providing safe overnight shelter for the homeless.

As part of the 2024-2025 CDBG program year budget, Council approved the allocation of \$15,000 to provide emergency shelter for homeless persons. Homeless persons will be provided emergency shelter at local motels as well as local churches.

The Mayor and the Community Development staff recommend that the City enter into a contract with MCREST to provide reimbursement for the emergency shelter of homeless persons at the participating motels and local churches.

**THEREFORE, IT IS RESOLVED,** that the Mayor and City Clerk are authorized to execute a contract for the period October 1, 2024 through September 30, 2025 with MCREST to provide emergency shelter for homeless persons at participating local motels and hotels up to the total amount of \$15,000. Such contract shall be in a form that meets with the approval of the City Attorney.

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

**NAYES:** Councilmembers \_\_\_\_\_



**RESOLUTION DECLARED ADOPTED THIS 28<sup>th</sup> day of January, 2025.**

**MINDY MOORE**  
Secretary of the Council

## CERTIFICATION

[illegible]

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on January 28, 2025.

**SONJA BUFFA**  
City Clerk



**EMERGENCY SHELTER AGREEMENT  
BETWEEN THE MACOMB COUNTY ROTATING EMERGENCY SHELTER TEAM  
AND CITY OF WARREN 2024/2025 PROGRAM YEAR**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, between the City of Warren (CITY), a Michigan municipal corporation, whose address is One City Square, Suite 210, Warren, Michigan 48093, and the Macomb County Rotating Emergency Shelter Team (MCREST), a Michigan non-profit corporation, whose address is 215 S. Main St, Mt. Clemens, Michigan 48043.

The parties stipulate as follows:

1. The CITY is the grant recipient of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974 as amended ("Program Funds"). Federal Award Identification Number B24MC260016 awarded on September 10, 2024. CFDA Number 14.218.
2. MCREST (Unique Entity ID RV1MWUFQ4VY5), is a nonprofit organization that exists to promote, organize, and assist churches of all denominations in providing safe overnight shelter for the homeless.
3. The CITY has appropriated, \$15,000, a portion of the Program Funds to provide emergency shelter for homeless persons at the churches located in the City of Warren participating in MCREST ("Program Assistance").
4. MCREST desires to use Program Funds to provide emergency shelter for homeless persons at local motels, and at host churches located in the City of Warren participating in MCREST.
5. The CITY believes this will serve a public purpose.
6. This Contract is considered a sub-award and will not be used for research and development. There will be no reimbursement for indirect costs related to this award.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties, the CITY and MCREST agree as follows:

**SECTION 1. SCOPE OF SERVICES.**

1. MCREST shall provide income eligible homeless persons ("Program Recipients") with overnight shelter at host churches of various denominations located in the City of Warren. MCREST may also provide overnight shelter at participating local motels.
2. Program Assistance shall be limited to shelter provided at the host churches validly existing and registered with the State of Michigan, and located in the City of Warren. Program Assistance shall be limited to shelter provided at the host motels under contract to provide emergency shelter with MCREST.
3. MCREST shall interview each Program Recipient receiving shelter. A MCREST *Intake Packet* must be completed for each Program Recipient. The *Intake Packet* must be signed by the Program



Recipient and a MCREST case worker. It must be maintained on file in the MCREST Offices, and made available to the City upon request.

4. MCREST shall maintain *Guest Sign-In Sheets*, attached as Exhibit A. They must be maintained on file in the MCREST Offices, and made available to the CITY upon request.
5. MCREST shall not discriminate in the provision of services on the basis of race, religion, color, sex, national origin, marital status, age, handicap/disability, familial status, height or weight.
7. MCREST will maintain active status in the System for Award Management (SAM).

## **SECTION 2. TERM OF AGREEMENT.**

The term of this Agreement shall be from October 1, 2024 until the earlier of the exhaustion of the Contract amount or September 30, 2025, unless terminated sooner.

## **SECTION 3. PERSONNEL.**

1. MCREST shall provide, at its own expense, all personnel necessary to perform all work and services required under this Agreement.
2. MCREST shall take reasonable precautions in the selection of individuals performing services under this Agreement to ensure their honesty, courtesy, ability and fitness. MCREST shall ensure that no solicitations except for employment purposes are made to any person by any of its personnel, whether volunteer or employee.
3. Any person employed by the CITY may not be hired by MCREST to perform services under this Agreement, but a CITY employee may perform services as a volunteer. No person shall be considered an employee or independent contractor of the CITY while performing services under this Agreement.
4. All of the services required under this Agreement will be performed by MCREST under its supervision, and all personnel engaged in the work shall be fully qualified and shall be permitted under the State and local law to perform such services.

## **SECTION 4. ASSIGNMENTS AND SUBCONTRACTS.**

MCREST may not assign or subcontract any part of the work to be performed under this Agreement without the prior knowledge and written consent of the CITY. Any assignments shall be mutually agreed upon by MCREST and the CITY, and the assignee will be required to execute an assumption agreement with the CITY. To be valid, such assumption agreement must be approved by the City Council for the City of Warren. In the event that any of the work is assigned or subcontracted, MCREST shall not be relieved from its responsibility to perform under this Agreement.

## **SECTION 5. COMPENSATION.**

1. MCREST will be reimbursed for each night of shelter provided to individual Program Recipients (with a last known address in Warren) at local hotels/ motels at the rate of \$50.00 per night up to the maximum Contract Amount. MCREST shall submit quarterly invoices to the CITY. The invoices shall indicate the number of nights, by date, of shelter provided for which reimbursement is requested. The invoices shall be accompanied by completed *Quarterly Reports* attached hereto



as Exhibit B that will contain summary statistical information on the persons assisted. Invoices and the required reports shall be submitted within twenty (20) days after each quarter ending December 31, March 31, June 30, and September 30.

Invoices and the required reports shall be submitted within twenty (20) days after each quarter.

2. During the term of this Agreement, the total compensation and reimbursement to be paid by the CITY shall not exceed the maximum of \$15,000 (Contract Amount).
3. Any payment or other income received by MCREST from a Program Recipient for services rendered under the terms of this Agreement shall be considered Program Income. Any Program Income received shall be deducted, in the same period it is received, from the invoices submitted to the CITY. All unaccounted Program Income remaining after the termination or expiration of this Agreement shall be transferred to the CITY.

## SECTION 6. INSURANCE.

MCREST shall procure, at its own expense, and keep effective during the term of this Agreement, the insurance specified below, from an insurance company authorized to do business in the State of Michigan and reasonably acceptable to the CITY. The type and amount of insurance required, unless waived in advance by the City's Insurance Manager, is as follows:

1. Workers Compensation & Employers Liability Insurance in the statutory amounts required by the State of Michigan for all laborers and employees.
2. Comprehensive General Liability Insurance

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$50,000
Medical Expense-Any one person	\$5,000
3. Comprehensive Motor Vehicle Liability (Non-Owned)  
\$500,000 Combined Single Limit for Bodily Injury and Property Damage

The City shall be named as an additional insured on said Comprehensive General and Motor Vehicle Liability Insurance and stated on certificate as follows: **"The City of Warren, City of Warren Municipal Building Authority, City of Warren Downtown Development Authority and the 37<sup>th</sup> District Court, all elected, appointed officials, employees and volunteers as individuals acting within the scope of their authority, as an additional insured."**

Certificates of insurance (or applicable renewal certificates) for the required coverage issued in the name of MCREST shall be delivered to the CITY c/o the Community Development Program, One City Square, Suite 210, Warren, Michigan 48093. These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with the requirements of this section.

All insurance policies and certificates must include a waiver of subrogation and include a provision providing thirty (30) days prior written notice to the CITY of cancellation, material change or reduction of coverage. The insurance limits shall in no way limit MCREST's obligation to provide indemnification for damages or injuries in excess of such coverage.



## **SECTION 7. TERMINATION FOR CAUSE.**

If, for any cause, MCREST shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or shall violate any of the provisions of this Agreement, the CITY shall have the right to terminate this Agreement by giving notice to MCREST of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination. MCREST shall not make any expenditure of Program Funds upon receipt of the notice of termination. MCREST shall not be entitled to Program Funds for any expense incurred after the notice of termination.

Upon termination, MCREST shall not be relieved of liability to the other party for any damages sustained by virtue of any breach of the Agreement. The CITY may withhold payments to MCREST for the purpose of set off until such time as the exact amount of damages due the CITY from MCREST is determined.

## **SECTION 8. TERMINATION FOR CONVENIENCE OR LOSS OF FUNDING.**

The CITY may terminate this Agreement at any time for any reason by giving at least thirty (30) days notice in writing to MCREST. The CITY may also terminate this Agreement in the event any existing or future agreement between the CITY and the Department of Housing and Urban Development (HUD) no longer permits the expenditure of federal funds for this project. The CITY may terminate this Agreement immediately if the grant funding from HUD is terminated (loss of funding).

If the Agreement is terminated for convenience or loss of funding, MCREST will be paid for the services provided and expenses incurred up to the termination less any amounts that may be withheld for any liability or unfulfilled obligation owed to the CITY.

MCREST shall not make any expenditure of Program Funds upon receipt of the notice of termination and shall not be entitled to Program Funds for any expense incurred after the notice of termination. If this Agreement is terminated due to the fault of MCREST, Section 7 shall apply.

## **SECTION 9. CONFIDENTIALITY AND RETURN OF DOCUMENTS.**

Upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, surveys and reports prepared by MCREST shall be transferred to the CITY. In addition, all reports and information prepared or used under this Agreement including, without limitation the guest sign-in sheets and intake packets, are confidential and shall not be made available to any individual, group or organization without the prior written approval of the CITY. This section shall survive termination of the agreement.

## **SECTION 10. CHANGES.**

Any changes in services to be performed hereunder, including any increase or decrease in the amount of compensation, shall be mutually agreed upon by MCREST and the CITY, and shall be incorporated into written amendments approved by the City Council for the City of Warren.

## **SECTION 11. INDEPENDENT CONTRACTOR.**

While carrying out the terms of this Agreement, MCREST is an independent contractor and not an officer, employee or agent of the CITY. MCREST shall not at any time or in any manner represent that it or any of its members, agents or employees are agents or employees of the CITY. In addition, MCREST shall be responsible for the acts or omissions of its members and employees.

Any involvement by the City of Warren in the implementation and/or administration of this Agreement is for the sole purpose of ensuring compliance with HUD and Community Development Program goals and



procedures, and shall not give rise to any employment, agency or contractual relationship with any of MCREST's employees or agents, or any Program Recipient or host organization. This section shall survive termination of the agreement.

#### **SECTION 12. INDEMNITY.**

MCREST shall indemnify and hold harmless the City of Warren, and its officers, employees, commissions, boards and agents from any and all liability, claims, suits, demands or judgments for any property damage, personal injury or death arising out of or related to the performance of work under this Agreement, or from the violation by MCREST or any of its members, employees, or agents of any law, ordinance or regulation.

MCREST shall also hold the CITY harmless from and for any employment claim arising from or related to work performed under this Agreement, including, but not limited to claims related to workers' compensation, insurance rights or liabilities, pension rights or liabilities or employment compensation. MCREST shall not be liable for any claim arising from the CITY'S sole gross negligence. This section shall survive termination of the agreement.

#### **SECTION 13. NOTICES.**

All invoices or notices under this Agreement shall be made by personal delivery or by first class mail, addressed to the CITY as follows:

Office of Community Development  
City of Warren  
One City Square, Suite 210  
Warren, MI 48093

and to MCREST as follows:

MCREST  
215 S. Main St.  
Mt. Clemens, MI 48043

#### **SECTION 14. COMPLIANCE WITH LAWS.**

MCREST shall comply with all applicable laws, ordinances and codes of the federal, state and local government at all times when carrying out the terms of this Agreement including but not limited to maintaining an active registration status with the System for Award Management (SAM).

#### **SECTION 15. HEADINGS AND SEVERABILITY.**

The headings of the sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of the Agreement or in any way affect same. If any section or provision of this Agreement shall be found invalid, that provision shall be severable, and the remainder shall have force and effect.

#### **SECTION 16. REPORTS AND INFORMATION.**

1. MCREST shall maintain written records that document income eligibility and the number and location of nights of emergency shelter provided through the expenditure of the Program Funds. In addition, these records shall indicate the amount of Program Income MCREST received, if any,



from the Program Recipient. These records shall be made available to the CITY or to representatives of HUD.

2. MCREST shall submit, within thirty (30) days of the end of CITY'S program year (June 30), a completed *Annual Report* attached hereto as Exhibit C.

#### **SECTION 17. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS.**

MCREST shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and Non-Federal shares. MCREST shall allow the CITY or any authorized representative thereof, to inspect or audit these records, at any time upon request. MCREST shall retain the records for five (5) years after the expiration of this Agreement, unless permission to destroy them sooner is granted by the CITY. Financial management systems standards of MCREST shall be in compliance, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and such other regulations as may be applicable to budgeting, use and reporting of federal funds.

#### **SECTION 18. NONDISCRIMINATION.**

During the performance of this Agreement, MCREST agrees as follows:

1. MCREST and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement. MCREST shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, marital status, age, familial status, height, weight, and handicap/disability that is unrelated to the individual's ability to perform the particular job. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. MCREST agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. MCREST shall in all solicitation or advertisements for employees placed by or on behalf of MCREST state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, marital status, age, handicap/disability, familial status, height, and weight.
3. MCREST will cause the forgoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the above provisions shall not apply to contracts for standard commercial supplies or raw materials.

#### **SECTION 19. CONFLICT OF INTEREST - LOBBYING.**

MCREST covenants that no officer, member or employee presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the



activities of this Agreement. MCREST further warrants it shall not and has not employed any person to solicit or secure this Agreement with the CITY upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the CITY may, at its option, terminate this Agreement without penalty, liability, or obligation, or may, at its election, deduct from any amounts owed to MCREST, the amount of any such commission, percentage, brokerage, or contingent fee.

## **SECTION 20. PATENTS AND COPYRIGHTS.**

The Federal Government and the City of Warren shall retain rights in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grant, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

The U. S. Department of Housing and Urban Development and the City of Warren reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or Local Government purposes: (1) The copyright in any work developed under this contract; and (2) Any rights of copyright to which the contractor purchases ownership through this contract.

## **SECTION 21. CONDITIONS FOR RELIGIOUS ORGANIZATIONS.**

No Community Development Block Grant funds, including program income received by MCREST under this Agreement, may be used to construct, acquire, rehabilitate, maintain, or restore structures or other real property owned by a religious organization. No Program Funds may be used to endorse or promote any religious belief or affiliation. Furthermore, there will be no religious requirement or affiliation requested in order to receive services provided under this Agreement.

## **SECTION 22. VENUE.**

All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Any action arising out of this agreement shall be brought in a Court whose jurisdiction includes and is located in the County of Macomb, Michigan.

## **SECTION 23. BINDING EFFECT.**

This agreement shall be binding upon and incur to the benefit of the parties and their successors, assigns and receivers.

## **SECTION 24. NON-WAIVER.**

The failure of either party to insist upon the strict performance of any covenant, agreement, term or condition of this contract shall not constitute a waiver of any subsequent breach.

## **SECTION 25: APPENDIX A OF TITLE VI PLAN.**

During the performance of this Agreement, MACOMB agrees as follows:

**A. COMPLIANCE WITH REGULATIONS.** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.



**B. NONDISCRIMINATION.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

**C. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. INFORMATION AND REPORTS.** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. SANCTIONS FOR NONCOMPLIANCE.**

In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the contractor under the contract until the contractor complies and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.

**F. INCORPORATION OF PROVISIONS.**

The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.





**PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION**

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

**TO:** Ms. Mindy Moore, City Council Secretary

**DATE:** January 9, 2025

**RE: CONSIDERATION AND ADOPTION OF RESOLUTION to approve Contract Modification No. 1 and FINAL to City Contract W-24-808 2024 Water Division Repairs Lawn Restoration, increasing the current contract amount by \$44,355.29 resulting in a Final contract amount of \$102,555.29; and to issue Payment No. 2 and Final in the amount of \$59,649.49 to Landscape Services, Inc..**

Attached hereto is a copy of the proposed Contract Modification No. 1 and Final to the City Contract W-24-808 2024 Water Division Repairs Lawn Restoration.

The contract modification is for the final adjustment of quantities and balancing the pay items to as-constructed quantities, resulting in an increase from the current contract amount by \$44,355.29 resulting in a final contract amount of \$102,555.29.

The Engineering Division recommends that the Warren City Council approve the Contract Modification No. 1 and Final to the City Contract W-24-808 2024 Water Division Repairs Lawn Restoration as presented in the attached documents. Availability of funding has been reviewed by the Budget Director as indicated in the attached resolution.

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

Sincerely,

Read and Concurred:

Read and Concurred:

Tina G. Gapshes, P.E.  
City Engineer

David Muzzarelli  
Public Service Director

Kristina Battle  
Budget Director

Approved as to Form:

Recommended to Council:

Mary Michaels  
Acting City Attorney

Lori M. Stone  
Mayor

Attach: Contract Modification No. 1 and Final, City Council Resolution and a copy of Payment #2 and Final





PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION  
One City Square, Suite 300  
Warren, MI 48093  
P: (586) 759-9300  
F: (586) 759-9318  
www.cityofwarren.org

## CONTRACT MODIFICATION

**DATE:** January 9, 2025

**CONTRACT:** W-24-808 2024 Water Division Repairs Lawn Restoration

**MODIFICATION NO.:** 1 and Final

**TO:** Landscape Services, Inc.  
22932 Rasch Drive  
Clinton Twp., MI 48035

### NECESSITY FOR REVISION:

The contract modification is for the final adjustment of quantities and balancing the pay items to as-constructed quantities, resulting in an increase from the amended contract amount by \$44,355.29 resulting in a final contract amount of \$102,555.29.

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

This document shall become an amendment to the Contract, and all provisions of the Contract will apply to all work performed. The total sum of \$44,355.29 is hereby added to the current contract amount of \$58,200.00, resulting in a final contract amount of \$102,555.29.

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

Accepted by: [Signature]  
Landscape Services, Inc. (Contractor)

Date: 01/10/25

Recommended by: [Signature]  
Tiffa Gapshes, P.E., City Engineer

Date: 1-10-25

Approved by: Warren City Council Date: \_\_\_\_\_

Approved by: Lori M. Stone, Mayor Date: \_\_\_\_\_

Approved by: Sonja Buffa, City Clerk Date: \_\_\_\_\_



**RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 AND FINAL  
AND PAYMENT NUMBER 2 AND FINAL  
FOR  
TO CITY CONTRACT W-24-808 2024 WATER DIVISION  
REPAIRS LAWN RESTORATION  
(LANDSCAPE SERVICES, INC.)**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025, at 7:00 p.m. Eastern \_\_\_\_\_ Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

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

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

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

Landscape Services, Inc. and the City of Warren entered into a contract titled W-24-808 2024 Water Division Repairs Lawn Restoration.

Certain changes to the plans and specifications were deemed necessary by the City Engineer due to additional work outside the scope of original contract, field changes, modifications to the original pay items to as-constructed quantities.

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

The Engineering Division recommends approval of the attached Contract Modification No. 1 and Final to the City Contract W-24-808 2024 Water Division Repairs Lawn Restoration with the Landscape Services, Inc. as submitted, increasing the current contract amount by \$44,355.29 resulting in a final contract amount of \$102,555.29.



The City Engineer also recommends that Payment No. 2 and Final to Landscape Services, Inc. in the amount of \$59,649.49 be issued three (3) days after the approval of Contract Modification No. 1 and Final.

The Engineering Division further recommends Payment No. 2 and Final in the amount of \$59,649.49 for the work completed under the contract W-24-808 2024 Water Division Repairs Lawn Restoration with Landscape Services, Inc. after three (3) days of the City Council approval of the attached Contract Modification No. 1 and Final.

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve a modification to the Contract titled W-24-808 2024 Water Division Repairs Lawn Restoration, awarded to Landscape Services, Inc., increasing the amended contract amount by \$44,355.29, as presented in the attached Contract Modification No. 1 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are hereby authorized to execute Contract Modification No. 1 and Final to City Project W-24-808 2024 Water Division Repairs Lawn Restoration in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 2 and Final in the amount of \$59,649.49 payable to Landscape Services, Inc. be issued after three (3) days of the City Council's approval of the Contract Modification No. 1 and Final including releasing any interest on retainage

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

NAYES: Councilpersons \_\_\_\_\_

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

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



CERTIFICATION

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF MACOMB    )

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

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

W-24-808 2024 Water Division Repairs Lawn Restoration  
Contract Modification 1 & Final  
Landscape Services, Inc.





PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION

## PAYMENT REQUEST

Date: January 8, 2025

To: Sara Karpuk, Budget Cost Analyst, Controller's Office

From: Engineering Division

NOTE: CITY COUNCIL APPROVAL REQUIRED

Re: Payment No. 2 and Final  
Contract: W-24-808  
Location: Various Locations  
Improvement: 2024 Water Division Repairs Lawn Restoration

Payee: Landscape Services, Inc.  
22932 Rasch Drive  
Clinton Twp., MI 48035

Original Contract Amount	Council Approval:	
	3/26/2024	<u>\$58,200.00</u>
Prop. Contract Modification No.1		<u>\$44,355.29</u>

Current Contract Amount	<u>\$102,555.29</u>
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Total Work performed as of:	12/6/2024	<u>\$102,555.29</u>
Less Retainage 0.0%		<u>\$0.00</u>
Net Amount Earned to Date		<u>\$102,555.29</u>
Amount of Previous Payment Requests		<u>\$42,905.80</u>

Amount Due This Estimate	<u>\$59,649.49</u>
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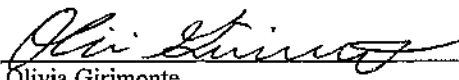
Retainage Previously Withheld	<u>\$2,910.00</u>
Retainage Change this Pay Estimate	<u>(\$2,910.00)</u>

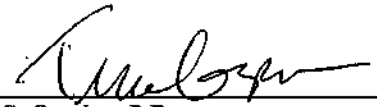
Chargeable to:	<u>Water &amp; Sewer System Fund Concrete and Sod Repair</u>	<u>\$59,649.49</u>
	<u>Line Item (592-1540-80251)</u>	

The total revenue generated should be transferred from the construction account to the Water Division Shared Services budget and be credited as revenue generated by the Division of Engineering.

Prepared by:

Approved for Payment:

  
Olivia Girimonte  
Civil Engineer

  
Tina G. Gapshes, P.E.  
City Engineer

cc: Payee



City of Warren  
Division of Engineering  
W-24-808  
Payment No. 2 and Final



CONTRACTOR NAME: Landscape Services, Inc.  
ADDRESS: 22932 Rasch Drive  
CITY, STATE, ZIP: Clinton Twp., MI 48035

ITEM No.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	TOTAL		TOTAL		TOTAL	
						QUANTITY PAID TO DATE	AMOUNT PAID TO DATE	QUANTITY THIS PAYMENT	AMOUNT THIS PAYMENT	QUANTITY THIS PAYMENT	AMOUNT THIS PAYMENT
1	INSTALL CLASS "A" SOO	SY	350	\$ 32.00	\$ 11,200.00	0.00	\$ -	36.70	\$ 1,174.40		
2	INSTALL SEED AND MULCH	SY	2,350	\$ 20.00	\$ 47,000.00	2,258.19	\$ 45,163.80	1,199.33	\$ 23,986.60		
<b>ADD-ON ITEMS</b>											
3	ADDITIONAL MONEY FOR AREAS LESS THAN \$100	LS	0	\$ 1.00	\$ -	652.00	\$ 652.00	750.00	\$ 750.00		
4	SPRINKLER REPAIR	EA	0	\$ 1.00	\$ -	0	\$ -	30,828.49	\$ 30,828.49		
TOTAL WORK PERFORMED AS OF 12/6/2024					\$66,200.00		\$102,555.29		\$66,739.40		
LESS RETAINAGE 0.0%							\$0.00		\$-2,910.00		
NET AMOUNT EARNED							\$102,555.29		\$59,649.49		
LESS PREVIOUS PAYMENTS							\$42,905.80		\$0.00		
BALANCE DUE THIS ESTIMATE							\$59,649.49		\$59,649.49		

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

City of Warren  
Tina G. Gapshes P.E.  
City Engineer

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

*[Signature]* 01/10/25  
Contractor



# Pay #2 - Fall 2024

# of Sites:	70
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2024 Unit Prices:			\$32.00	\$20.00			
Address	Street	Section #	Class "A" Sod (syd)	Seed (syd)	Amount	Project	Additional money for areas less than \$100
13007	Masonic				\$859.77		
8078	Chapp				\$98.48		
27878	Marilyn				\$75.00		
15152	Masonic				\$65.00		
23200	Hoover				\$2,883.26		
	Republic				\$26,677.00		
14752	Fina				\$169.98		
32643	Hayes	1		11.60	\$232.00	2024 Fall	-
31408	Rosenbusch	1		50.00	\$1,000.00	2024 Fall	-
31547	Regal	1		5.00	\$100.00	2024 Fall	-
6048	Chicago	4		8.70	\$174.00	2024 Fall	-
32507	Knollwood	4		8.00	\$160.00	2024 Fall	-
4202	Dawson	5		10.90	\$218.00	2024 Fall	-
29070	Longview	10		11.60	\$232.00	2024 Fall	-
13700	Gander	13		13.30	\$266.00	2024 Fall	-
27480	Palomino	14		11.70	\$234.00	2024 Fall	-
27878	Marilyn	14		16.70	\$334.00	2024 Fall	-
8550	Harder	15		5.30	\$106.00	2024 Fall	-
27675	Sylvan	15		50.00	\$1,000.00	2024 Fall	-
3005	Potomac	19		17.80	\$356.00	2024 Fall	-
25808	Ryan	20		29.20	\$584.00	2024 Fall	-
26315	Cunningham	20		20.00	\$400.00	2024 Fall	-
6021	Engleman	21		68.20	\$1,364.00	2024 Fall	-
11003	Dale	22		8.33	\$166.60	2024 Fall	-
25618	Wagner	23		13.90	\$278.00	2024 Fall	-
12308	Champaign	23		9.40	\$188.00	2024 Fall	-
25802	Firwood	24		22.00	\$440.00	2024 Fall	-
24100	Pingree	25		1.00	\$20.00	2024 Fall	80.00
23368	Lawson	25	36.7	0.00	\$1,174.40	2024 Fall	-
11208	10 Mile	27		102.40	\$2,048.00	2024 Fall	-
11324	Paige	27		16.00	\$320.00	2024 Fall	-
8739	Lozier	27		18.50	\$370.00	2024 Fall	-
8112	Stephens	27		5.60	\$112.00	2024 Fall	-
8740	Lozier	27		33.70	\$674.00	2024 Fall	-
7566	Wood	28		18.80	\$376.00	2024 Fall	-
7543	Lozier	28		1.00	\$20.00	2024 Fall	80.00
7559	Republic	28		17.60	\$352.00	2024 Fall	-
7259	Paige	28		8.00	\$160.00	2024 Fall	-
6765	Lozier	28		11.00	\$220.00	2024 Fall	-
23675	Mound	29		12.30	\$246.00	2024 Fall	-
4274	Kendall	29		44.80	\$896.00	2024 Fall	-
23816	McMillan	30		6.60	\$132.00	2024 Fall	-
23840	Kathleen	30		3.90	\$78.00	2024 Fall	22.00
2201	John B	31		10.70	\$214.00	2024 Fall	-
3824	Alvina	31		1.00	\$20.00	2024 Fall	80.00
21680	Sunset	32		16.00	\$320.00	2024 Fall	-
22323	Audrey	32		1.00	\$20.00	2024 Fall	80.00
20761	Atlantic	32		7.00	\$140.00	2024 Fall	-
20813	Syracuse	32		1.00	\$20.00	2024 Fall	80.00



Address	Street	Section #	Class "A" Sod (syd)	Seed (syd)	Amount	Project	Additional money for areas less than \$100
7204	Hupp	33		9.00	\$180.00	2024 Fall	-
7203	Packard	33		25.10	\$502.00	2024 Fall	-
7268	Chalmers	33		33.80	\$676.00	2024 Fall	-
7236	Yacht	33		4.00	\$80.00	2024 Fall	20.00
7534	Yacht	33		1.00	\$20.00	2024 Fall	80.00
7545	Yacht	33		1.00	\$20.00	2024 Fall	80.00
8021	Hudson	34		5.20	\$104.00	2024 Fall	-
8225	Cadillac	34		28.80	\$576.00	2024 Fall	-
8317	Studebaker	34		1.00	\$20.00	2024 Fall	80.00
8440	Westminster	34		24.40	\$488.00	2024 Fall	-
8646	Hudson	34		14.00	\$280.00	2024 Fall	-
8647	Chalmers	34		4.40	\$88.00	2024 Fall	12.00
8662	Chalmers	34		5.60	\$112.00	2024 Fall	-
8702	Chalmers	34		5.80	\$116.00	2024 Fall	-
12996	Sidonie	35		14.30	\$286.00	2024 Fall	-
12784	Georgiana	35		14.70	\$294.00	2024 Fall	-
13658	Hendricks	36		2.20	\$44.00	2024 Fall	56.00
13762	Couwlier	36		6.10	\$122.00	2024 Fall	-
30655	Lorraine	10		8.90	\$178.00	2024 Spring	-
4355	9 Mile	29		181.00	\$3,620.00	2024 Spring	-
15004	Masonic			61.70	\$1,234.00	2024 Spring	-
27241	Crestwood	13		17.80	\$356.00	2024 Spring	-

TOTAL
TOTAL

36.70	1199.33	Total:	
\$1,174.40	\$23,986.60	\$55,989.49	\$750.00

Total + Additonal Money	\$56,739.49
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**City of Warren**  
**Division of Engineering**  
W-24-808  
**Payment No. 2 and Final**



CONTRACTOR NAME: Landscape Services, Inc.  
ADDRESS: 22932 Rasch Drive  
CITY, STATE, ZIP: Clinton Twp., MI 48035

DESCRIPTION	ORIGINAL CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
Total Work Performed as of:	\$58,200.00	\$102,555.29	\$56,739.49
Less Retainage 0.00%		\$0.00	(\$2,910.00)
Net Amount Earned		\$102,555.29	\$59,649.49
Less Previous Payments		\$42,905.80	\$0.00
<b>Total Amount Due this Estimate</b>		<b>\$59,649.49</b>	<b>\$59,649.49</b>

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

  
for the City of Warren, Tina G. Gapshe, P.E.  
City Engineer



**SIGNATURES**

**Signed in the presence of:**

**City of Warren:**

\_\_\_\_\_

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

Lori M. Stone, Mayor

\_\_\_\_\_

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

\_\_\_\_\_

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

Sonja Buffa, City Clerk

\_\_\_\_\_

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

**Macomb County Rotating Emergency  
Shelter Team:**

\_\_\_\_\_

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

\_\_\_\_\_

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





PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION

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

(586) 759-9300

Fax (586) 759-9318

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

January 7, 2025

Mindy Moore  
City Council Secretary

**RE: CONSIDERATION and ADOPTION of a RESOLUTION to approve a cost sharing agreement between the Michigan Department of Transportation (MDOT) and the City of Warren for the HSIP Traffic Signal Improvements at the intersections of Ryan Road at Stephens Road and Ryan Road at Chicago Road, MDOT Contract No. 24-5534**

The Engineering Division recommends the attached contract for traffic signal improvements to be approved.

The scope of project work includes traffic signal improvements at the intersections of Ryan Road at Stephens Road and Ryan Road at Chicago Road and related restoration.

The total cost is estimated to be \$590,250. The City of Warren's required participation in the project after federal aid is applied against the total project cost is estimated to be \$194,250 (refer to page 8 of the attached contract) and is summarized as follows:

Estimated Construction Cost:	\$590,250
Less Federal Funds:	<u>\$396,000</u>
City's Required Cost Share:	\$194,250

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

Please place this item on the first available City Council agenda for consideration. Should you have any questions regarding this matter, I can be reached in my office at (586) 759-9302.

Sincerely,

Handwritten signature of Tina Gapshes in black ink.

Tina Gapshes, P.E.  
City Engineer

Read and Concurred:

Handwritten signature of Dave Muzzarelli in black ink.

Dave Muzzarelli  
Public Service Director

Funding Approval:

Handwritten signature of Kristina Battle in black ink.

Kristina Battle  
Budget Director

Contract Form Approval:

Handwritten signature of Mary Michaels in black ink.

Mary Michaels  
Acting City Attorney

Recommended to Council:

Handwritten signature of Lori M. Stone in blue ink.

Lori M. Stone  
Mayor

Attachment: Contract Copy, Council Resolution



HSIP

DA

Control Section	HSIP 50000
Job Number	218373CON
Project	25A0145
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5534

### PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WARREN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Warren, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 20, 2024, attached hereto and made a part hereof:

#### PART A – FEDERAL PARTICIPATION

Traffic signal modernization along Chicago Road at Ryan Road and at Stephens Road; including steel strain poles, wood poles, controllers and cabinets, case signs, pedestrian signals and pedestrian pushbuttons, backplates, hemispherical video detection system, radar detection system, roadside units and wireless interconnects, concrete curb and gutter and curb ramps; and all together with necessary related work.

#### PART B – NO FEDERAL PARTICIPATION

Audio-visual filming and sprinkle repair work along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

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## HIGHWAY SAFETY IMPROVEMENT PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

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- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$396,000 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

- 7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.



12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

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16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.



19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WARREN

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
*for* Department Director MDOT

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



09/06/90 STPLS.FOR 12/20/24



December 20, 2024

EXHIBIT I

CONTROL SECTION	HSIP 50000
JOB NUMBER	218373CON
PROJECT	25A0145

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$586,000	\$ 4,250	\$590,250

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$586,000	\$ 4,250	\$590,250
Less Federal Funds*	<u>\$396,000</u>	<u>\$ 0</u>	<u>\$396,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$190,000	\$ 4,250	\$194,250

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT



DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS



## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement



- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.



## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.



- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.



- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.



### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate



arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.



The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final



or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.



2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.



4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.



## SECTION IV

### MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.



- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.



## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.



**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.



7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011



**APPENDIX B**  
**TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.



6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011



## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

#### **Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



**RESOLUTION APPROVING A COST SHARING AGREEMENT BETWEEN THE  
MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND THE CITY OF WARREN  
FOR HISP TRAFFIC SIGNAL IMPROVEMENTS AT THE INTERSECTIONS OF RYAN  
ROAD AT STEPHENS ROAD AND RYAN ROAD AT CHICAGO ROAD  
MDOT CONTRACT NO. 24-5534**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan,  
held on \_\_\_\_\_, 2025, at 7:00 p.m. Eastern \_\_\_\_\_ Time, in Council  
Chambers located at Warren Community Center Auditorium, 5460 Arden Ave., Warren, Michigan.

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

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

The following preamble and resolution were offered by Councilmember

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

The City of Warren had requested Federal Highway Funds for the HSIP Traffic Signal  
Improvements at the intersections of Ryan Road at Stephens Road and Ryan Road at Chicago  
Road, through the Highway Safety and Improvement Program.

The request for funding was approved by the Federal Aid Committee and SEMCOG in the  
amount of \$396,000.

It is the responsibility of the Michigan Department of Transportation (MDOT) to administer  
the dispersal of the approved Federal Highway Funds to the City of Warren.

In order for the City to receive the approved funding, the City of Warren must enter into a  
contract with MDOT for the construction of the improvements contained with the attached MDOT  
Contract No. 24-5534.



Pursuant to the conditions contained within the Contract No. 24-5534, the City of Warren must reimburse MDOT for the City's portion of the contract construction work in the estimated amount of \$194,250.

The City of Warren has complied with the requirements of MDOT sufficiently to warrant the execution of a Contract No. 24-5534 between the City and MDOT for dispersal of the approved Federal Highway funds.

Funding for the City's portion of the contract construction costs, estimated at \$51,600 is available in the Michigan Transportation Operating Fund, Major Roads, Traffic Signal Improvements account 202-2474-80120.

THEREFORE, IT IS RESOLVED that the City of Warren approves the execution of the attached Contract No. 24-5534 with the Michigan Department of Transportation for all work as described in the contract document.

IT IS FURTHER RESOLVED that the Mayor and Clerk of the City of Warren are hereby authorized to execute MDOT Contract No. 24-5534 in such form that meets the satisfaction of the City Attorney, and to issue payment monthly as invoiced by the Michigan Department of Transportation and outlined in the contract for those contract costs that are the responsibility of the City of Warren.

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

NAYES: Councilpersons \_\_\_\_\_

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

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



CERTIFICATION

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF MACOMB    )

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

\_\_\_\_\_  
SONYA BUFFA  
City Clerk





**CITY ATTORNEY'S OFFICE**

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

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

January 8, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren

**RE: Corrected Resolution to Split Property Located on South side of Rivard Avenue,  
Approximately 158.56 feet east of Sherwood Avenue**

Dear Council Secretary Moore:

Attached please find a Corrected Resolution regarding the above referenced Lot Split. On November 25, 2014, the original Resolution was adopted and then recorded with the Macomb County Register of Deeds on May 4, 2015. Unfortunately, the legal descriptions and parcel identification numbers were incorrect. The attached Corrected Resolution was prepared to reflect the correct legal descriptions and tax identification numbers. An Amended Lot Split Agreement was also necessary to reflect the updates. Said agreement is attached hereto.

Please add this to the January 28, 2025 meeting agenda for consideration. If you have any questions, or require further information, please contact me at 586-574-4671, or [jpierce@cityofwarren.org](mailto:jpierce@cityofwarren.org).

Respectfully,

A handwritten signature in black ink, appearing to read "Jennifer Pierce", written over a horizontal line.

Jennifer Pierce  
Assistant City Attorney

JP/sd Ltr to M Moore Council re Corrected Lot Split Resolution RJM / White Castle ID 109947

**Attachments**

Read and concur:

A handwritten signature in black ink, appearing to read "Mary Michaels", written over a horizontal line.  
Mary Michaels  
Acting City Attorney

Approved:

A handwritten signature in blue ink, appearing to read "Lori Stone", written over a horizontal line.  
Lori Stone  
Mayor



**CORRECTED RESOLUTION TO SPLIT PROPERTY LOCATED ON SOUTH SIDE OF  
RIVARD AVENUE, APPROXIMATELY 158.56FT EAST OF SHERWOOD AVENUE  
13-33-457-018 AND COMBINE LOTS 13-33-457-017 AND 13-33-457-012**

A regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on January 28, 2025 at 7 p.m. Eastern Standard Time at the Warren Community Center, 5460 Arden, Warren, Michigan.

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

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

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

WHEREAS, on November 25, 2014 the attached Resolution was passed by City Council and recorded in Liber 23387 page 101, Macomb County Records on May 4, 2015.

WHEREAS, the attached Resolution incorrectly described the parcels involved in the lot split and/or combination.

WHEREAS, this Resolution is intended to correct the legal descriptions and parcel identification numbers affected by the lot split and/or combination.

WHEREAS, White Castle Systems, owner of property located on the south side of Rivard Avenue, approximately 158.56 ft. east of Sherwood Avenue, petitioned the Planning Commission of the City of Warren to split the following subdivision lot to wit:

Parcel of land located on the south side of Rivard Avenue approximately 158.56 ft. east of Sherwood Avenue, Section 33; City of Warren, Macomb County Michigan. Parcel identification number(s) 13-33-457-018, 13-33-457-017, 13-33-457-012 and more particularly described as:



**Parent Parcel 1**

Kehoe's North VanDyke Subdivision, Lots 161-166 including ½ of the vacated alley as recorded in Liber 6, Page 86 Macomb County Records. (13-33-457-012)

**Parent Parcel 2**

N 145 T1N R12E Sec 33 Kehoe's North Van Dyke sub Lot 145 Inc. ½ of the vacated alley, City of Warren, Macomb County, Michigan, as recorded in Liber 6, Page 86, Macomb County Records. (13-33-457-017)

**Parent Parcel 3**

Lots 146 through 160, including adjacent vacated alley of Kehoe's North Van Dyke Subdivision, part of the S.E. ¼ of Section 33, T.1N., R.12E., City of Warren, Macomb County, Michigan as recorded in Liber 6 of Plats, Page 86, Macomb County Records, excepting any portion deeded for road purposes. (13-33-457-018)

The above referenced parcels shall be split and combined as follows:

**Parcel "A".**

Lot 147 except the east 18.56 ft and all of lots 148 through 160, except that part taken for road purposes, being part of lot 152 as measured 15 ft. on Eight Mile Road and 15 ft. on Sherwood Avenue measured from the SW corner of lot 152, also all of the adjacent vacated alley, all inclusive of Kehoe's North Van Dyke Subdivision, part of the S.E. ¼ of Section 33, T.1N., R.12E., City of Warren, Macomb County Michigan, as recorded in Liber 6 of Plats, Page 86, Macomb County Records. (PIN 13-33-457-018).

**Parcel "B".**

Lots 145, 146 and the east 18.56 ft. of lot 147, also lots 161 through 166 and that part of the vacated alley adjacent thereto of Kehoe's North Van Dyke Subdivision, part of the S.E. ¼ of Section 33, T.1N, R.12E., City of Warren, Macomb County, Michigan, as recorded in Liber 6, Page 86, Macomb County Records. (PIN 13-33-457-012 and 13-33-457-017)



AND WHEREAS, the City of Warren, a municipal corporation pursuant to the powers granted under Act No. 288 of the Public Acts of 1967 (the Subdivision Control Act of 1967) as amended by the Land Division Act, P.A. 591 of 1996, provides that no lot, out lot or other parcel of land in a recorded plat shall be further partitioned or divided unless in conformity with the ordinances of the municipality;

AND WHEREAS, the Planning Commission of the City of Warren has held a public hearing on January 9, 1995 and adopted a Resolution recommending to the City Council that the requested lot split be approved subject to the standard conditions adopted January 9, 1995.

BE IT FURTHER RESOLVED that the adoption of this corrected resolution shall supersede the replace the resolution adopted on November 24, 2014 and is fully retroactive to that date.

BE IT FURTHER RESOLVED that the above approval shall be subject to the following conditions:

1. The utility companies be given an opportunity to acquire any easement they may require.
2. The east 18.56 ft. and west 21.44 of lot 147 of Kehoe's North Van Dyke Subdivision shall not ever be considered a stand alone building site and that said parcel measuring 18.56 ft. x 116.45 ft. and 21.44 ft. x 116.44 ft., respectively, shall, as a part of this action, be hereafter considered attached



to lots 148 thru 160, representing Parcel "A", and lots 145, and the east 18.56 ft. of 147 and lots 161 thru 166, representing Parcel "B" of Kehoe's North Van Dyke Subdivision as ownership interest only.

3. Any special assessments against the lots in question to be paid prior to City Council action becoming effective.
4. That the survey plot and description be corrected according to the City Engineer's request prior to City Council Action.

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

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

RESOLUTION DECLARED ADOPTED this 28<sup>th</sup> day of January 2025.

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



**CERTIFICATION**

STATE OF MICHIGAN     )  
                                      )SS  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk of the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on January 28, 2025.

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



**AMENDMENT NO. 1 TO LOT SPLIT LOCATION**  
**AGREEMENT TO CORRECT LEGAL DESCRIPTION**

White Castle Michigan LLC and RJM Holdings LLC by and through their authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 hereby execute this First Amendment to the Lot Split Location Agreement executed in July 2024. This Amendment is intended to correct the legal descriptions of the parcels involved in the parties Lot Split Location Agreement executed in July 2024. City Council previously approved the Lot Split on November 25, 2014. The Resolution is also being Amended in order to correct the legal descriptions and fulfill the parties and Council's intent.

White Castle Systems, owner of property located on the south side of Rivard Avenue, approximately 158.56 ft. east of Sherwood Avenue, petitioned the Planning Commission of the City of Warren to split the following subdivision lot to wit:

Parcel of land located on the south side of Rivard Avenue approximately 158.56 ft. east of Sherwood Avenue, Section 33; City of Warren, Macomb County Michigan. Parcel identification number(s) 13-33-457-018, 13-33-457-017, 13-33-457-012 and more particularly described as:

**Parent Parcel 1**

Kehoe's North VanDyke Subdivision, Lots 161-166 including ½ of the vacated alley as recorded in Liber 6, Page 86 Macomb County Records. (13-33-457-012)

**Parent Parcel 2**

N 145 T1N R12E Sec 33 Kehoe's North Van Dyke sub Lot 145 Inc. ½ of the vacated alley, City of Warren, Macomb County, Michigan, as recorded in Liber 6, Page 86, Macomb County Records. (13-33-457-017)

**Parent Parcel 3**

Lots 146 through 160, including adjacent vacated alley of Kehoe's North Van Dyke Subdivision, part of the S.E. ¼ of Section 33, T.1N., R.12E., City of Warren, Macomb County, Michigan as recorded in Liber 6 of Plats, Page 86, Macomb County Records, excepting any portion deeded for road purposes. (13-33-457-018)



The above referenced parcels shall be split and combined as follows:

**Parcel "A".**

Lot 147 except the east 18.56 ft and all of lots 148 through 160, except that part taken for road purposes, being part of lot 152 as measured 15 ft. on Eight Mile Road and 15 ft. on Sherwood Avenue measured from the SW corner of lot 152, also all of the adjacent vacated alley, all inclusive of Kehoe's North Van Dyke Subdivision, part of the S.E. ¼ of Section 33, T.1N., R.12E., City of Warren, Macomb County Michigan, as recorded in Liber 6 of Plats, Page 86, Macomb County Records. (PIN 13-33-457-018).

**Parcel "B".**

Lots 145, 146 and the east 18.56 ft. of lot 147, also lots 161 through 166 and that part of the vacated alley adjacent thereto of Kehoe's North Van Dyke Subdivision, part of the S.E. ¼ of Section 33, T.1N, R.12E., City of Warren, Macomb County, Michigan, as recorded in Liber 6, Page 86, Macomb County Records. (PIN 13-33-457-012 and 13-33-457-017)

The remainder of the Lot Split Location Agreement executed in July 2024 remains in full force and effect.

WHITE CASTLE MICHIGAN LLC

By: 

Anthony Joseph, Chief Administrative Officer  
& Secretary

By:   
Melissa D. Palmisciano  
Assistant Secretary

RJM HOLDINGS LLC

By: 

James J. Murray





**CITY CONTROLLER'S OFFICE**

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

January 17, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren, Michigan

Re: Request for Increase in Budgeted Revenues and Appropriations – Parks and Recreation

Dear Council Secretary Moore:

The Parks and Recreation Director has indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of \$47,358.00 to cover the costs associated with replacing two fuel dispensers and pedestals located at 32601 Warkop, to upgrade the electrical power panel in the transportation building and to cover the costs for four (4) full time employees to attend the Michigan Recreation and Parks Association Annual Conference and Trade Show.

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

Respectfully,

Kristina K Battle  
Budget Director

Approved: \_\_\_\_\_

Lori M. Stone, Mayor

cc: Rick Fox  
Anthony Casasanta  
Dave Klein





**PARKS AND RECREATION**

5460 ARDEN  
WARREN, MI 48093  
(586) 268-8400  
[www.cityofwarren.org](http://www.cityofwarren.org)

January 3, 2025

Kris Battle

Budge Director

City of Warren

The Parks & Recreation Department is requesting a budget amendment of \$40,857.10 for the repair and replacement of the Warkop gas pumps (\$27,382.19) and the upgrade and replacement of the electrical power panel in the transportation building (\$13,474.98).

Oscar W. Larson Co. is contracted to maintain our gas pumps at Warkop, and Great Lakes Power & Lighting, Inc. is contracted for our electrical needs. Funds are available for reimbursement from prior years' SMART Community Credits.

If you have any questions or require any additional information, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Anthony Casasanta".

**Anthony Casasanta**

**Director Parks & Recreation**





**PARKS AND RECREATION**

5460 Arden

Warren, MI 48092

(586) 268-8400

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

January 10, 2025

Kris Battle  
Budget Director  
City of Warren

The Parks & Recreation Department is requesting a budget amendment of \$4,500.00 for full time employees to attend the Michigan Recreation & Park Association Annual Conference & Trade Show March 3-6, 2025 in Traverse City Michigan.

Attending this conference, the Parks & Recreation Department employees can learn about innovative practices and connect with professionals in the field. Foster partnerships with local universities or other municipalities for networking events and educational exchanges. Provide training that helps employees develop community-based programs that align with the needs and interests of Warren's residents. This can include specialized activities for seniors, youth, or individuals with disabilities. Offer courses on cultural competency, helping staff engage effectively with diverse communities and improve inclusive practices in parks and recreation.

Thank you and if you have any questions, please call my office.

Sincerely,

A handwritten signature in cursive script that reads "Anthony Casasanta".

**Anthony Casasanta**  
**Parks & Recreation Director**



RESOLUTION AMENDING GENERAL REVENUES AND APPROPRIATIONS  
FOR FISCAL 2025 BUDGET

A \_\_\_\_\_ Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held \_\_\_\_\_, 2025, at 7:00 o'clock p.m.  
Eastern Standard Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

The following preamble and resolution were offered by Council Member \_\_\_\_\_,  
and supported by Council Member \_\_\_\_\_.

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

WHEREAS, the Parks and Recreation Director has indicated a need to this Council  
for an increase in budgeted revenues and appropriations in the amount of \$42,858.00 to cover  
the costs associated with replacing two fuel dispensers and pedestals located at 32601 Warkop  
and to upgrade the electrical power panel in the transportation building, and

WHEREAS, the Parks and Recreation Director has also indicated a need to this  
Council to increase appropriations in the amount of \$4,500.00 to cover the costs for four (4) full  
time employees to attend the Michigan Recreation and Parks Association Annual Conference  
and Trade Show'

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the  
original General Appropriation Resolution for Fiscal 2025 Budget, approves the adjustments to  
the following budget line items in the Parks and Recreation Special Revenue Fund in the amount  
of \$47,358.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Increase Revenues:</u>		
208-0080-56607	SMART Community Credit Grant	\$ 42,858
<u>Increase Expenditures:</u>		
208-9210-96902	SMART Community Credit Expense	\$ 42,858



<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
208-9208-86400	Conferences & Workshops	\$ 4,500
<u>Transfer From:</u>		
226-0000-39001	Fund Balance Adjustment	\$ 4,500

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the Parks and Recreation Special Revenue Fund Budget for fiscal 2025 in the amount of \$47,358.00.

AYES: Council Members \_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

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

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

CERTIFICATION

STATE OF MICHIGAN )

) SS

COUNTY OF MACOMB )

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

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





CITY CONTROLLER'S OFFICE  
ONE CITY SQUARE, SUITE 425  
WARREN, MI 48093-5289  
PHONE (586) 574-4600  
FAX (586) 574-4614  
[www.cityofwarren.org](http://www.cityofwarren.org)

DATE: JANUARY 15, 2025  
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO AWARD ITB-W-1388; BURNETTE BRANCH LIBRARY SECURITY SERVICES

The Purchasing Division concurs with the Library Director and recommends that ITB-W-1388, for Providing Security Services at the Burnette Branch Library, located at 23345 Van Dyke Avenue, be awarded to the low responsible and cost-effective bidder, H&R Process Serving Group, LLC., 18701 Grand River, Suite 121, Detroit, MI 48223, for a one (1) year period, with an option to extend the award for four (4) additional one (1) year periods, in an annual amount not to exceed \$30,000.00.

On Wednesday, January 8, 2025, electronic bids were publicly opened for ITB-W-1388; To Provide Security Services at the Burnette Branch Library. The bid was advertised on the BidNet® (MITN) system. Thirteen (13) vendors responded with bids, which are summarized on the attached bid tabulation form submitted for your review, along with the schedule of security services.

Security services will consist of one unarmed, uniformed security guard, servicing the interior/exterior of the Burnette Library premises, including the Children's with Disabilities Park, between November 1<sup>st</sup> and April 30<sup>th</sup> each year. The Security staff shall have access to take a 30-minute lunch period each day. All Security staff will be required to pass a criminal background check that will be conducted by the City of Warren. H&R Process Serving Group, LLC is licensed through the State of Michigan Licensing and Regulatory Affairs (LARA).

The recommended vendor submitted their bid in the amount of \$27,968.00. The Library is requesting that the annual award amount be increased to \$30,000.00 to cover any additional hours that the Library may need for these services.

If approved, this award will commence upon the official date of City Council approval.

Funds for this purchase are available in the following Account: 271-9271-80100.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1/17/2025
Controller:		1/17/2025
MAYOR:		1/22/2025





## Licensing and Regulatory Affairs

Corporations, Securities & Commercial Licensing

### Licenses

#### Enforcement

- Advanced Search

**Licensed Professional Information:**  
**Security Guard Agency 3801207749**

### Licensee Detail

**Business Name:**

H & R PROCESS SERVING GROUP LLC

**License Issue Date:**

11/01/2019

**License Expiration Date:**

11/30/2025

**License Status:**

Active

**DBA Name:**

H & R Process Serving Group LLC

**Qualifying Officer:**

Alexander, Herb Odell



AS-READ BID SUMMARY

City of Warren One City Square Warren MI 48093			Product or service: SECURITY SERVICES AT THE BURNETTE BRANCH LIBRARY					Bid: ITB-W-1388 Date Due: 1/8/2025 Department: Library	
BIDDER	WEEKDAY HOURLY RATE	# OF WEEKDAY HOURS	WEEKDAY GRAND TOTAL	WEEKEND HOURLY RATE	# OF WEEKEND HOURS	WEEKEND GRAND TOTAL	ONE YEAR GRAND TOTAL		
ALL INCLUSIVE SECURITY & INVESTIGATIONS	\$ 31.20	992	\$ 30,950.40	\$31.20	224	\$6,988.80	\$ 37,939.20		
AMERICAN HERITAGE PROTECTIVE SERVICES	\$ 26.03	992	\$ 25,821.76	\$26.03	224	\$5,830.72	\$ 31,652.48		
AUSTIN LOGISTICS, LLC. DID NOT SUBMIT REQUIRED DOCUMENTS, THEREFORE, NOT CONSIDERED									
CENTURY SECURITY GROUP, LLC.	\$ 25.50	992	\$ 25,296.00	\$25.50	224	\$5,712.00	\$ 31,008.00		
H&R PROCESS SERVING GROUP, LLC.	\$ 23.00	992	\$22,816.00	\$23.00	224	\$5,152.00	\$ 27,968.00		
JBI SECURITIES, LLC.	\$ 35.00	992	\$ 34,720.00	\$35.00	224	\$7,840.00	\$ 42,560.00		
JET TIME PROTECTION, LLC.	\$ 45.00	992	\$ 44,640.00	\$45.00	224	\$10,080.00	\$ 54,720.00		
LAGARDA SECURITY	\$ 29.67	992	\$ 29,432.64	\$44.23	224	\$9,907.52	\$ 39,340.16		
PATRIOT SECURITY ENTERPRISE	\$ 26.95	992	\$ 26,734.40	\$26.95	224	\$6,036.80	\$ 32,771.20		
PHOENIX INTEGRATED SECURITY	\$ 40.26	992	\$ 39,937.92	\$50.01	224	\$11,202.24	\$ 51,140.16		
SECURATCH GUARD SERVICES, LLC.	\$ 26.50	992	\$ 26,288.00	\$26.50	224	\$5,936.00	\$ 32,224.00		
SPARTAN 6 SECURITY, INC.	\$ 24.75	992	\$ 24,552.00	\$24.75	224	\$5,544.00	\$ 30,096.00		
VISTA INTERNATIONAL SECURITY, INC.	\$ 25.00	992	\$ 24,800.00	\$25.00	224	\$5,600.00	\$ 30,400.00		

For bid comparison purposes, the City is using 992 weekday hours, 224 weekend hours, and zero holiday hours (Library is closed for all holidays).



### SCHEDULE OF WORK

<b>City of Warren</b> <b>One City Square</b> <b>Warren MI 48093</b>		<b>Bid: ITB-W-1388</b> <b>Date Due: 1/8/2025</b> <b>Department: Library</b>
<b>Product or Service: SECURITY SERVICES AT THE BURNETTE BRANCH LIBRARY</b>		
<b>DAY OF THE WEEK</b>		<b>HOURS</b>
MONDAY		9:00 A.M. - 5:00 P.M.
TUESDAY		12:00 P.M. - 8:00 P.M.
WEDNESDAY		9:00 A.M. - 5:00 P.M.
THURSDAY		12:00 P.M. - 5:00 P.M.
FRIDAY		9:00 A.M. - 5:00 P.M.
SATURDAY		9:00 A.M. - 5:00 P.M.

Security Staff shall have access to take a 30-minute lunch period each day.





**LIBRARY ADMINISTRATION**

ONE CITY SQUARE, SUITE 100  
WARREN, MI 48093  
(586) 574-4564  
[www.warrenlibrary.net](http://www.warrenlibrary.net)

January 13, 2025

Craig Treppa  
Purchasing Agent  
City of Warren

SUBJECT: Recommendation for Award – ITB-W-1388  
H&R Process Serving Group, LLC.  
Security services for the Burnette Branch Library

Upon reviewing the security services bid submittals, I am recommending that the City of Warren accept H&R Process Serving Group, LLC., the lowest qualified bidder for the cost of \$30,000.00, to provide security services at the Burnette Branch Library

Funds are available in account 9271-80100 (\$30,000.00).

Thank you for your attention to this matter. Please call me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Oksana Urban".

Oksana Urban  
Library Director  
586-574-4564 x 5001



**RESOLUTION**

Document No: ITB-W-1388

Product or Service: Burnette Library Security Services

Requesting Department: Library

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

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

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

The following preamble and resolution were offered by Councilmember

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

Electronic bids were accepted, publicly opened and read on January 8, 2025.

The following bids have been received by City Council:

BIDDER:

AMOUNT:

**Please see attached bid tabulation**

The bid of H&R Process Service Group, LLC., 18701 Grand River, Suite 121, Detroit, MI 48223, has been determined to be the low responsible and cost-effective bid for award. This contract is termed for one (1) year with an option to extend the award for four (4) additional one (1) year periods, at the same terms and conditions, in an annual amount not to exceed \$30,000.00.



The recommended vendor submitted their bid in the amount of \$27,968.00. The Library is requesting that the annual award amount be increased to \$30,000.00 to cover any additional hours that the Library may need for these services.

See the table, below, for schedule of security services.

DAY OF THE WEEK	HOURS
MONDAY	9:00 A.M. – 5:00 P.M.
TUESDAY	12:00 P.M. – 8:00 P.M.
WEDNESDAY	9:00 A.M. – 5:00 P.M.
THURSDAY	12:00 P.M. – 5:00 P.M.
FRIDAY	9:00 A.M. – 5:00 P.M.
SATURDAY	9:00 A.M. – 5:00 P.M.

Funds are available in account number: 271-9271-80100.

IT IS RESOLVED, that the bid of H&R Process Service Group, LLC., is hereby accepted by City Council, for a one (1) year period, in an annual amount not to exceed \$30,000.00.

IT IS FURTHER RESOLVED, that there is an option to extend this award for four (4) additional one (1) year periods, at the same terms and conditions, and with mutual consent of both parties.

IT IS FURTHER RESOLVED, that the award shall commence upon the official date of City Council approval.



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

X Bid document  
X Contract  
X Resolution

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

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

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

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

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

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB )

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

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





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

DATE: JANUARY 17, 2025  
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO AWARD ITB-W-1415; TO FURNISH AND INSTALL TWO (2) FUEL DISPENSERS AND PEDESTALS

The Purchasing Division concurs with the Parks and Recreation Director and recommends that ITB-W-1415, for Furnishing and Installing Two (2) Fuel Dispensers and Pedestals at the Parks & Forestry, located at 32601 Warkop, be awarded to the low responsible and cost-effective bidder, Oscar W. Larson Company, dba OWL Services, USA, 10100 Dixie Highway, Clarkston, MI 48348, in an amount not to exceed \$29,382.00.

On Wednesday, January 15, 2025, electronic bids were publicly opened for ITB-W-1415; To Furnish and Install Two (2) Fuel Dispensers and Pedestals. The bid was advertised on the BidNet® (MITN) system. Three (3) vendors responded with bids, which are summarized on the attached bid tabulation form submitted for your review.

There is a \$2,000.00 contingency included in the \$29,382.00 amount that will only be used to cover unforeseen items that were not included in the original bid specification. Use of these funds will be with pre-approval from the City.

Funds for this purchase are available in the following MDOT/SMART Community Credits Account: 208-9210-96902, dependent upon concurrent resolution of budget amendment.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1/17/2025
Controller:		1/17/2025
MAYOR:		1/22/2025



AS-READ BID SUMMARY

City of Warren One City Square Warren MI 48093		Bid: ITB-W-1415 Date Due: 1/15/2025 Department: P&R	
PRODUCT OR SERVICE: REPLACE TWO (2) FUEL DISPENSERS AND PEDESTALS			
BIDDER	BID AMOUNT	CONTINGENCY	GRAND TOTAL
OWL SERVICES, USA	\$27,382.00	\$2,000.00	\$29,382.00
PHOENIX ENVIRONMENTAL	\$44,636.00	\$2,000.00	\$46,636.00
R.W. MERCER CO.	\$33,978.00	\$2,000.00	\$35,978.00





**PARKS AND RECREATION**

**5460 Arden**

**Warren, MI 48092**

**(586) 268-8400**

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

January 16, 2025

Craig Treppa  
Purchasing Agent  
City of Warren

Subject: Award of ITB-W-1415 - Fuel Dispensers & Pedestals.

The Parks & Recreation Department recommends awarding Oscar W. Larson Company, dba OWL Services, 10100 Dixie Highway Clarkston MI 48348, for ITB-W-1415 Fuel Dispensers & Pedestals. Oscar W. Larson Company was the lowest qualified bidder. Price of bid is \$27,382.00 and a contingency allowance of \$2,000.00 is included in the bid which totals \$29,382.00. The bid sheet is attached. Funds for this project are available in 208-9210-96902 MDOT/SMART Community Credits Expense.

If you have any questions, please call my office.

Sincerely,

A handwritten signature in black ink, reading "Anthony Casasanta". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

**Anthony Casasanta,  
Director, Parks & Recreation**

**Cc: Kris Battle**



**RESOLUTION**

Document No: ITB-W-1415

Product or Service: Furnish & Install Two (2) Fuel Dispensers and Pedestals

Requesting Department: Parks and Recreation

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

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

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

The following preamble and resolution were offered by Councilmember

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

Electronic bids were accepted, publicly opened and read on January 15, 2025.

The following bids have been received by City Council:

**BIDDER:**

**AMOUNT:**

**Please see attached bid tabulation**

The bid of Oscar W. Larson Company, dba OWL Services, USA, 10100 Dixie Highway, Clarkston, MI 48348, has been determined to be the low responsible and cost-effective bid for award, in an amount not to exceed \$29,382.00.00.

Funds are available in MDOT/SMART Community Credits Account: 208-9210-96902, dependent upon concurrent resolution of budget amendment.



IT IS RESOLVED, that the bid of Oscar W. Larson Company, dba OWL Services, USA is hereby accepted by City Council, in an amount not to exceed \$29,382.00.00.

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

X Bid document  
☐ Contract  
X Resolution

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

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

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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





January 14, 2025

**DEPARTMENT OF PUBLIC SERVICE**

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

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

Mindy Moore, Council Secretary

**RE: Resolution for 14217 Marshall (house and garage) Nuisance Abatement**


Honorable Council Secretary:

The approval of a resolution is necessary for the demolition of a house and garage at **14217 Marshall** which is under the nuisance abatement program.

Attached, please find the appropriate resolution and place on the **January 28, 2025 consent agenda** for a **February 25, 2025 City Council Meeting**.

Thank you for your cooperation in this matter.

Sincerely,

  
Dave Muzzarelli, Director  
Department of Public Service


Read and Concur,

Approved:

  
City Attorneys Office

Read and Concur,

Approved:

  
Lori M. Stone, Mayor

Cc: Building  
Property Maintenance  
Clerks  
Treasurer  
Controllers  
Assessing





RECEIVED

JAN 15 2025

CITY ATTORNEY'S OFFICE

DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

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

January 14, 2025

City Attorney

RE: **Extremely neglected vacant home one story (768 sq. ft.) with crawl space/no basement, detached garage (440 sq. ft.) remove all yard debris as well as tires in the rear yard at:**

**14217 Marshall  
13-36-133-020**

**LOTS 107 – HITCHMAN'S INDEPENDENCE PARK SUBDIVISION, according to the plat thereof as recorded in Liber 7, Page 56 of Plats, Macomb County Records.**

**Interested Parties:     Roberts Grace Estate  
                                   Walter and Grace Roberts  
                                   Macomb County Treasurer**

Submitted herewith is a copy of a report prepared by our Division of Buildings and Safety Engineering on the above-noted nuisance abatement proceeding.

A hearing was scheduled and held on **June 27, 2024**. After all evidence was heard, the hearing officer found that a dangerous condition does, in fact, exist on the subject property, and ordered the nuisance abated. A request is hereby made that a public appeal hearing be scheduled at the next available regularly-scheduled meeting and noticed before the City Council, to allow the owner opportunity to show cause why this order should not be enforced.

Please make the appropriate dispositions.

Sincerely,

  
Dave Muzzarelli  
Public Service Director

cc: Mayor  
Division of Building  
Dept. of Property Maintenance  
City Controller  
City Clerk w/ attachment  
City Assessor



Nuisance Abatement  
14217 Marshall  
13-36-133-020

**RESOLUTION APPROVING PUBLIC NUISANCE DETERMINATION**

A regular meeting of the council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_ at 7 p.m. Eastern \_\_\_\_\_ Time, in the council chamber of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Council Members \_\_\_\_\_

\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

\_\_\_\_\_

The following preamble and resolution were offered by Council Member

\_\_\_\_\_ and supported by Council Member \_\_\_\_\_:

On **June 27, 2024** a hearing was held before the Hearing Officer for the City of Warren to determine whether a nuisance exists in violation of Section 9-165 thru 9-175 of the Warren Code of Ordinances upon the following described property: **14217 Marshall**

Parcel No. **13-36-133-020**

Known as : **LOTS 107 – HITCHMAN'S INDEPENDENCE PARK SUBDIVISION, according to the plat thereof as recorded in Liber 7, Page 56 of Plats, Macomb County Records.**

The Hearing Officer determined that a public nuisance did in fact exist on the subject Property indicated in violation of the Code of Ordinances, Chapter 9, Article VI, Division 2 to wit:



Warren Code of Ordinances paragraph:

8. **A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.**
3. **A part of the building or structure is likely to fall, become detached, dislodged or collapse and injure a person or damage property.**

**Determination: Unfit for human habitation and remains unoccupied.**

The Hearing Officer has ordered the nuisance be abated by demolition. The City Clerk has notified the subject property's owner(s), occupant(s), or other interested parties, and all property owners or occupants located within three hundred (300) feet of the subject property, of the Hearing Officer's Order of determination of the existence of a public nuisance, and of the date, time and location of the Hearing Officer's Appeal Hearing.

On this date stated above, the council of the City of Warren held an Appeal Hearing of the Hearing Officer's determination that a nuisance exists upon the subject property.

NOW, THEREFORE, IT IS RESOLVED, that after due consideration, it is the opinion of the council of the City of Warren that the determination of the Hearing Officer shall be approved that the **extremely neglected vacant home one story (768 sq. ft) with crawl space/no basement, detached garage (440 sq. ft.) remove all yard debris as well as tires in the rear yard at: 14217 Marshall Warren MI 48089** has created a dangerous condition as defined by Section 9-165 thru Section 9-175, which constitutes a public nuisance, and shall be abated in accordance with the Order of the Hearing Officer.

IT IS FURTHER RESOLVED, that the nuisance shall be abated within sixty (60) days of this Appeal Hearing date, and if the nuisance is not abated within the time limit, the Director of Public Service is hereby instructed to direct the removal of the nuisance by the proper department of the City.



IT IS FURTHER RESOLVED, that the demolition bid awarded to the lowest priced qualified contractor, who meets the bid specifications, is hereby approved.

IT IS FURTHER RESOLVED, that the owner(s) of the subject property is hereby notified that a charge for these nuisance proceedings, which includes all administrative costs and costs incurred by the City's personnel or private contractor(s), will be incurred and owed to the City.

IT IS FURTHER RESOLVED, that the Director of Public Service shall keep an accurate record of all expenses incurred in connection with the removal of the nuisance. Upon the completion of any work performed to remove the nuisance, the Director of Public Service shall bill the subject Property's owner(s) for the amount owed, which shall be paid to the City within thirty (30) days.

IT IS FURTHER RESOLVED, that if the expenses incurred by the City in connection with the removal of the nuisance are not paid within the time specified, the City Attorney's Office will be directed to institute collection proceedings, including but not limited to, any civil action that may be available. Accordingly, the Director of Public Service shall charge a special assessment, (SAR) against the subject property for any unpaid nuisance removal expenses.

IT IS FURTHER RESOLVED, that the City Clerk shall record a certified copy of this Resolution Approving Public Nuisance Determination with the Macomb County Register of Deeds.

IT IS FURTHER RESOLVED, that after the removal of the nuisance, the Director of Public Service shall record a Certificate of Removal of Notice of Nuisance Abatement Proceedings with the Macomb County Register of Deeds.

AYES: Council Members

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NAYS: Council Members

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

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

**CERTIFICATION**

STATE OF MICHIGAN        )  
                                      ) SS.  
COUNTY OF MACOMB        )

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

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

When recorded return to:  
One City Square  
City Clerk, Suite 205  
Warren, Michigan 48093-2393

Reviewed by:  
City Attorney's Office  
One City Square  
Legal Department, Suite 400  
Warren, Michigan 48093-5285



**NUISANCE ABATEMENT - Dangerous Buildings**  
Warren Code of Ordinances Chapter 9, Article VI, Division 1 and 2

**SPECIFICS FOR CITY COUNCIL**

Date 1/9/2025

Property Address 14217 Marshall Owners Name Grace Roberts (deceased)

Sidwell 12-13-36-133-020 Owners Address 14217 Marshall

Subdivision Hitchmans Independence Park/107 L7 P56 Owners City Warren Zip 48089

Date of Complaint/Discovery 5/17/2024 Agent \_\_\_\_\_

Ord. Sec. 9-165, Par, Violation #8 & #3 Agent Address \_\_\_\_\_

**Specifics:**

- 1 Extremely neglected vacant home. Rotted exterior surfaces (siding and trim).
- 2 Open and rotted framing exposed at side entrance.
- 3 Long grass, weeds and vegetation at initial inspection, cut and cleaned by property maintenance.
- 4 Owner deceased, death certificate attached in file (11/17/2018)
- 5 Vacant dilapidated detached garage.
- 6 \_\_\_\_\_

Building Size 768 sq. ft. Type Exterior Siding Story 1

Has: foundation, piers, crawl space, basement crawl/ no basement per real estate summary

**Accessory Building Size(s)**

- 1 Garages Detached dilapidated garage 440 sq. ft.
- 2 Sheds
- 3 Other

Lot Size 40 ft x 115 ft

Utilities Connected gas service pinned off/ zero water usage since 10/31/2023

Date of Nuisance Abatement Hearing 6/27/2024

Owner or representative appearing at hearing FTA

**Date/Postings**

- 1 Unsafe structure Posted Unsafe Structure 5/17/2024
- 2 No Occupancy - C/O required Posted Vacant for City Certs 5/14/2024
- 3 Stop work
- 4 Re-postings

City Certification inspections obtained none

**Permits obtained, Inspections performed**

- 1 Building
- 2 Electrical
- 3 Mechanical
- 4 Plumbing

Assessed Value \$37,190 S.E.V. Length of Vacancy approx 1.5yrs Year Home Built 1940

Taxes paid/pending 2022 taxes forfeited/ 2023-24 due

Comments & Other Removal: Remove all remaining yard debris as well as tires in rear yard.





05/17/2024 12:08

Additional pictures for  
Public Service & Mayor





05/17/2024 12:07

Additional pictures for  
Public Service & Mayor

14217





Additional pictures for  
Public Service & Mayor

05/17/2024 12:09





Additional pictures for  
Public Service & Mayor

05/17/2024 12:11





Additional pictures for  
Public Service & Mayor

05/17/2024 12:10

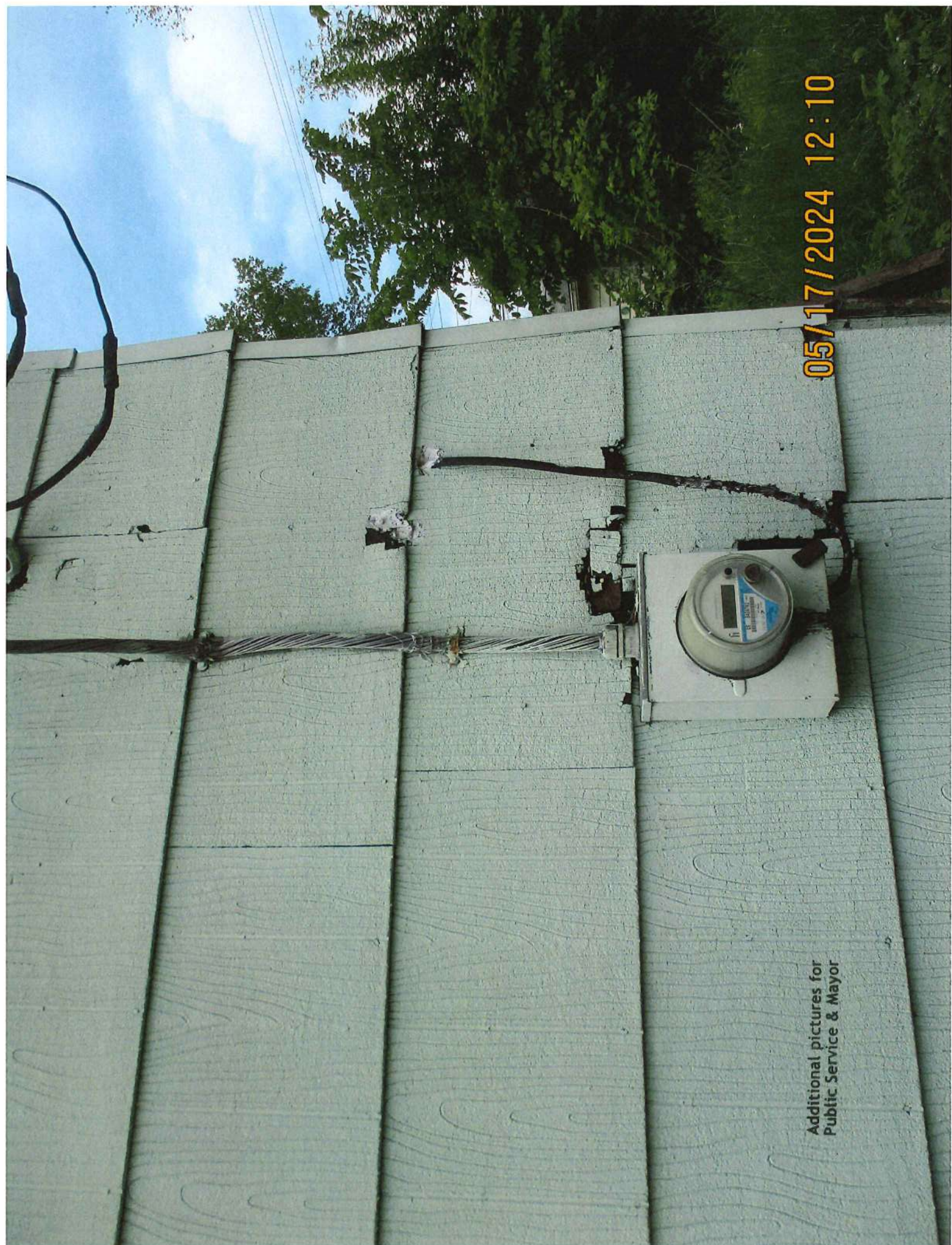






05/17/2024 12:10

Additional pictures for  
Public Service & Mayor





05/17/2024 12:09

Additional pictures for  
Public Service & Mayor







05/17/2024 12:13

Additional pictures for  
Public Service & Mayor





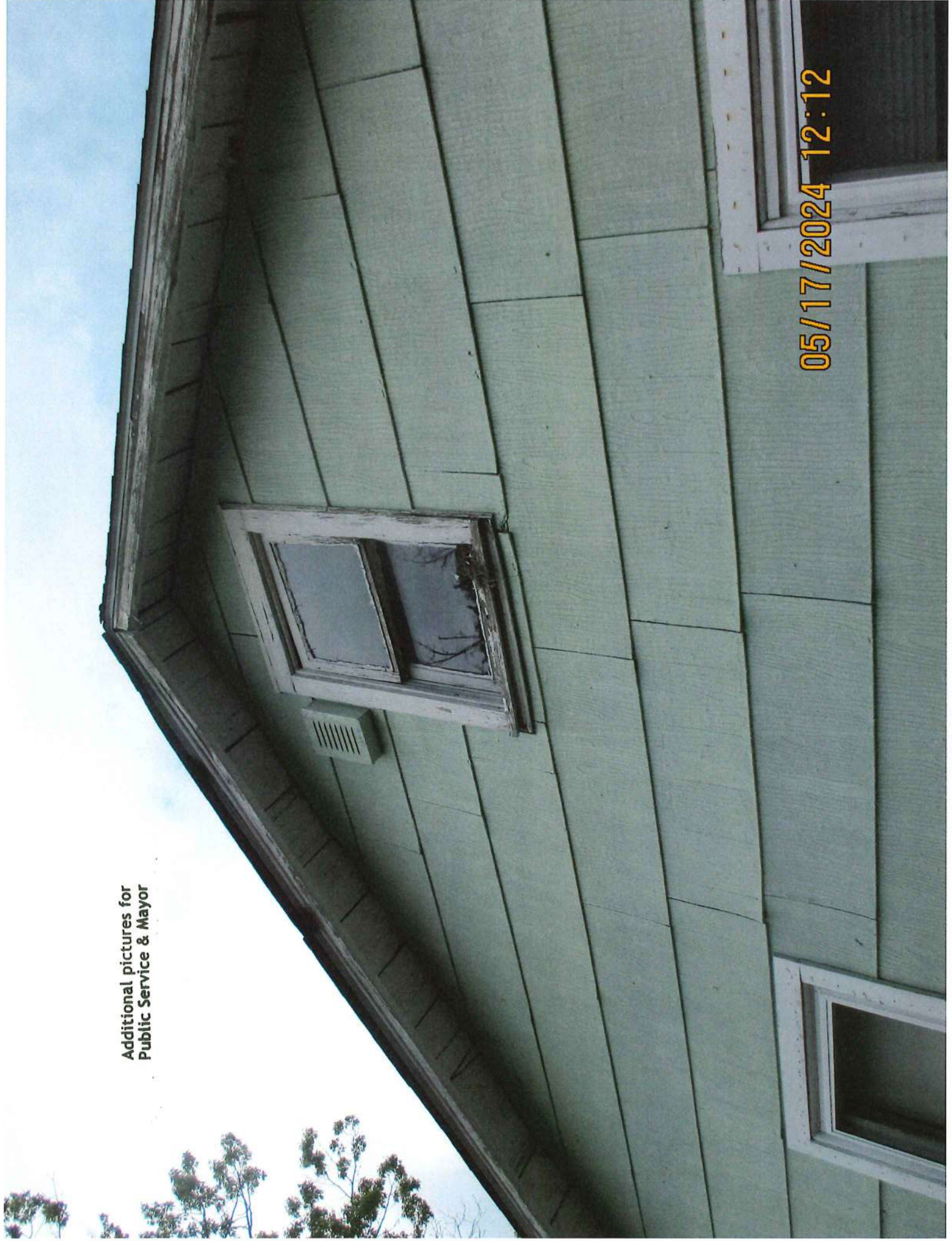
Additional pictures for  
Public Service & Mayor

05/17/2024 12:12



Additional pictures for  
Public Service & Mayor

05/17/2024 12:12





Additional pictures for  
Public Service & Mayor

05/17/2024 12:12





Additional pictures for  
Public Service & Mayor

05/17/2024 12:13





Additional pictures for  
Public Service & Mayor

05/17/2024 12:13





Additional pictures for  
Public Service & Mayor

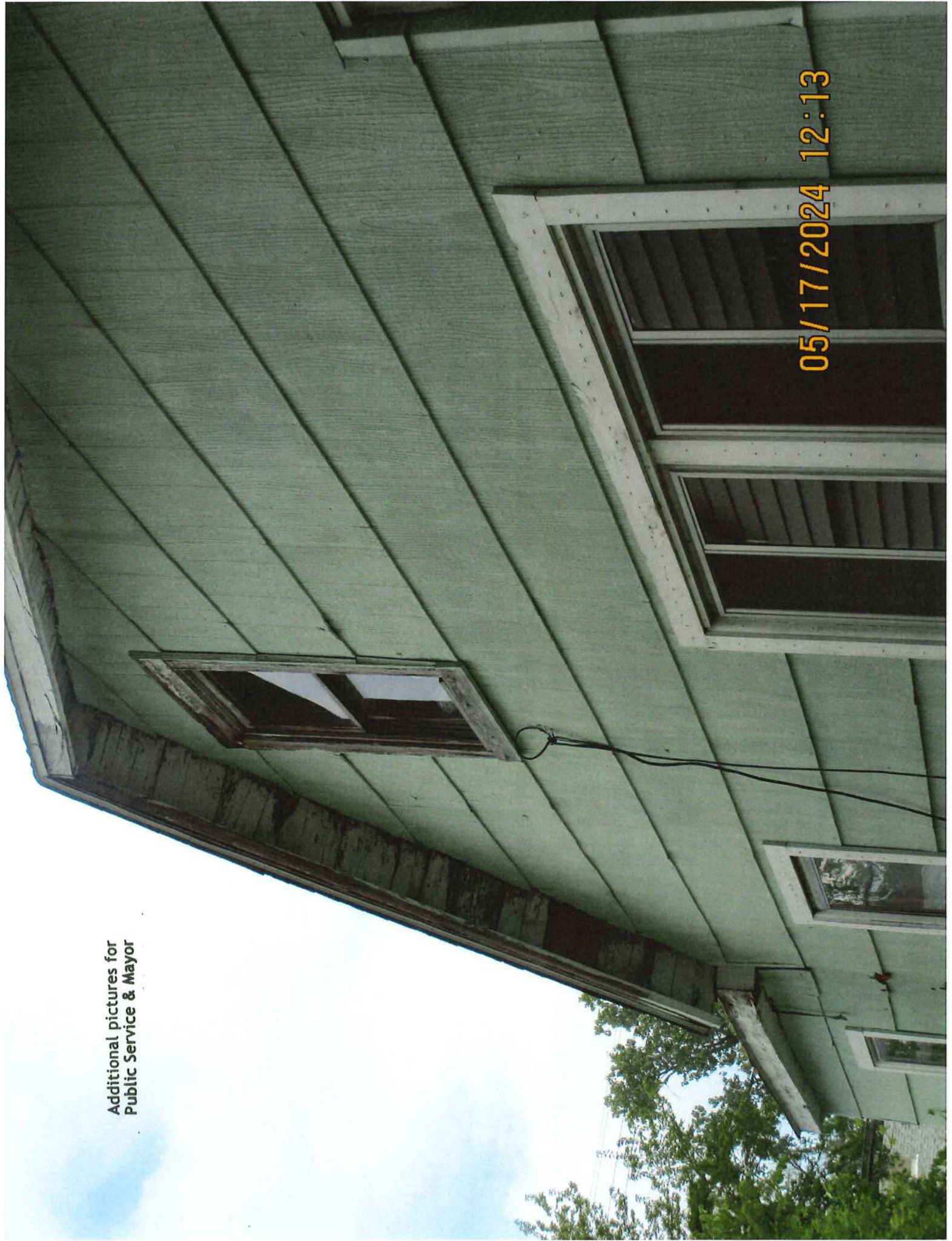
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Additional pictures for  
Public Service & Mayor

05/17/2024 12:13





05/17/2024 12:14

Additional pictures for  
Public Service & Mayor





CITY OF  
**WARREN**  
586-775-1400

Additional pictures for  
Public Service & Mayor

A PROUD  
STAFF  
MEMBER  
LIVES HERE!  
FitzNation

05/17/2024 12:09





Additional pictures for  
Public Service & Mayor

05/17/2024 12:10



Additional pictures for  
Public Service & Mayor

05/17/2024 12:20







Additional pictures for  
Public Service & Mayor

05/17/2024 12:11



Additional pictures for  
Public Service & Mayor

05/17/2024 12:11





Additional pictures for  
Public Service & Mayor

05/17/2024 12:11







05/17/2024 12:10





05/17/2024 12:10

Additional pictures for  
Public Service & Mayor

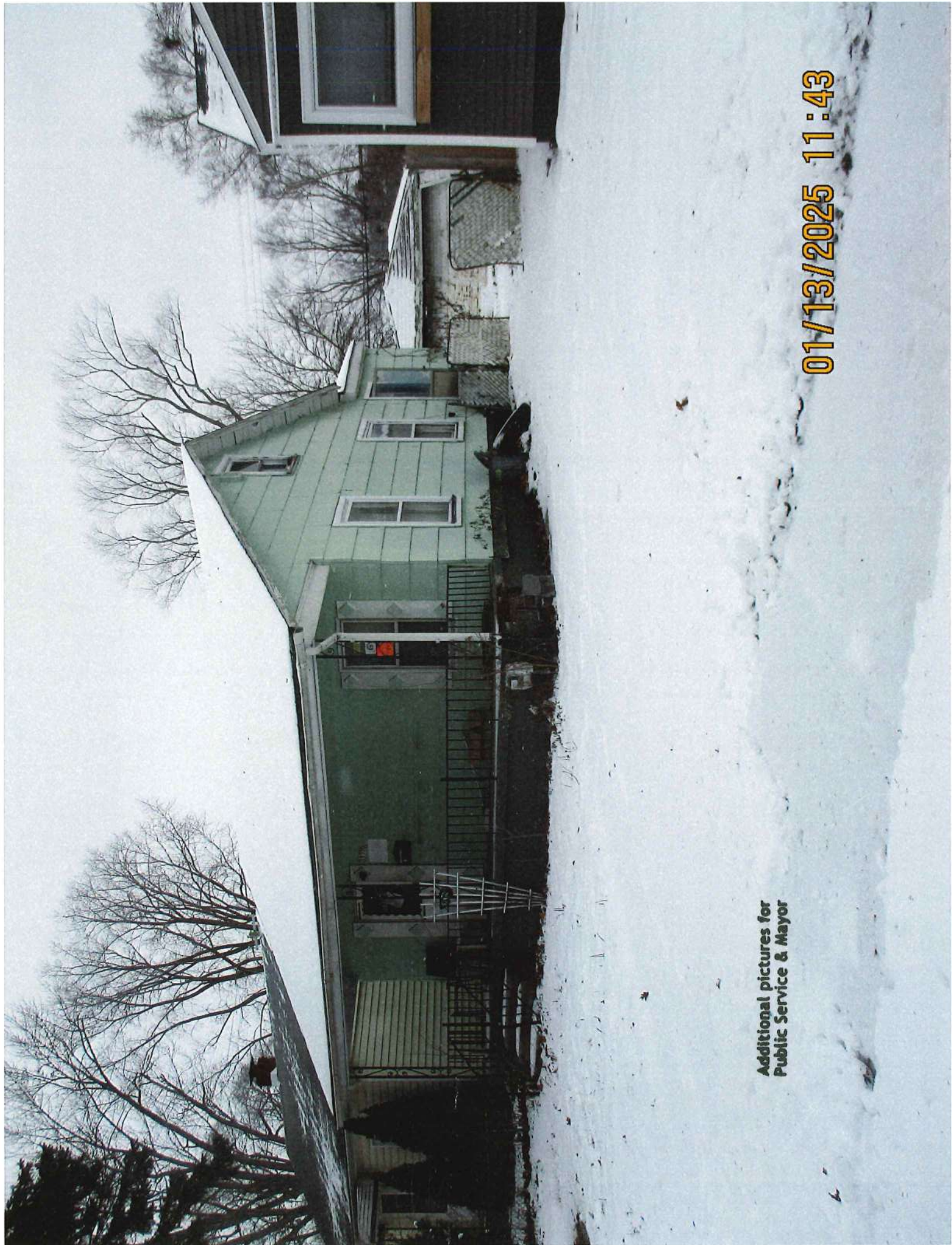




05/17/2024 12:11

Additional pictures for  
Public Service & Mayor





Additional pictures for  
Public Service & Mayor

01/13/2025 11:43

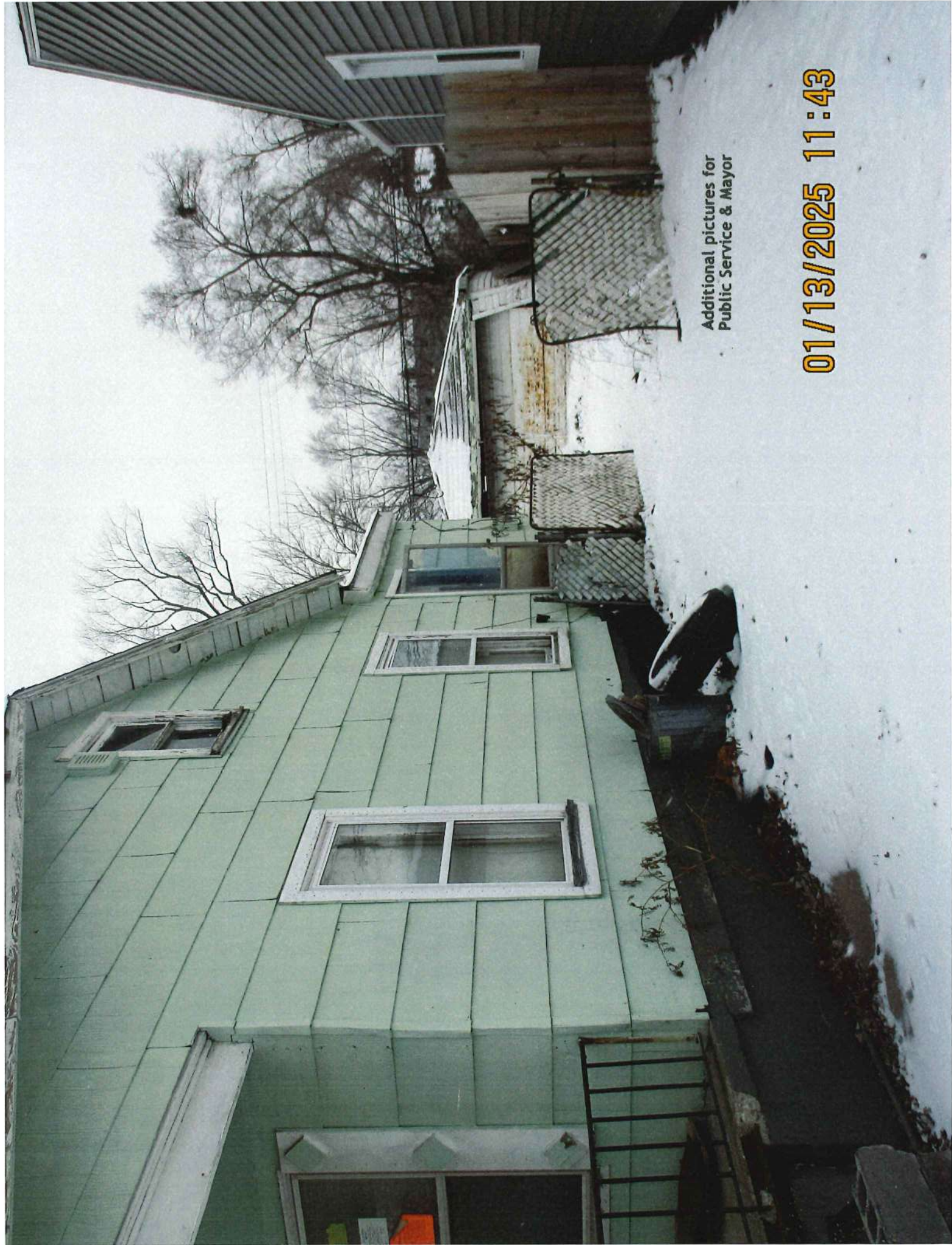




Additional pictures for  
Public Service & Mayor

01/13/2025 11:43





Additional pictures for  
Public Service & Mayor

01/13/2025 11:43

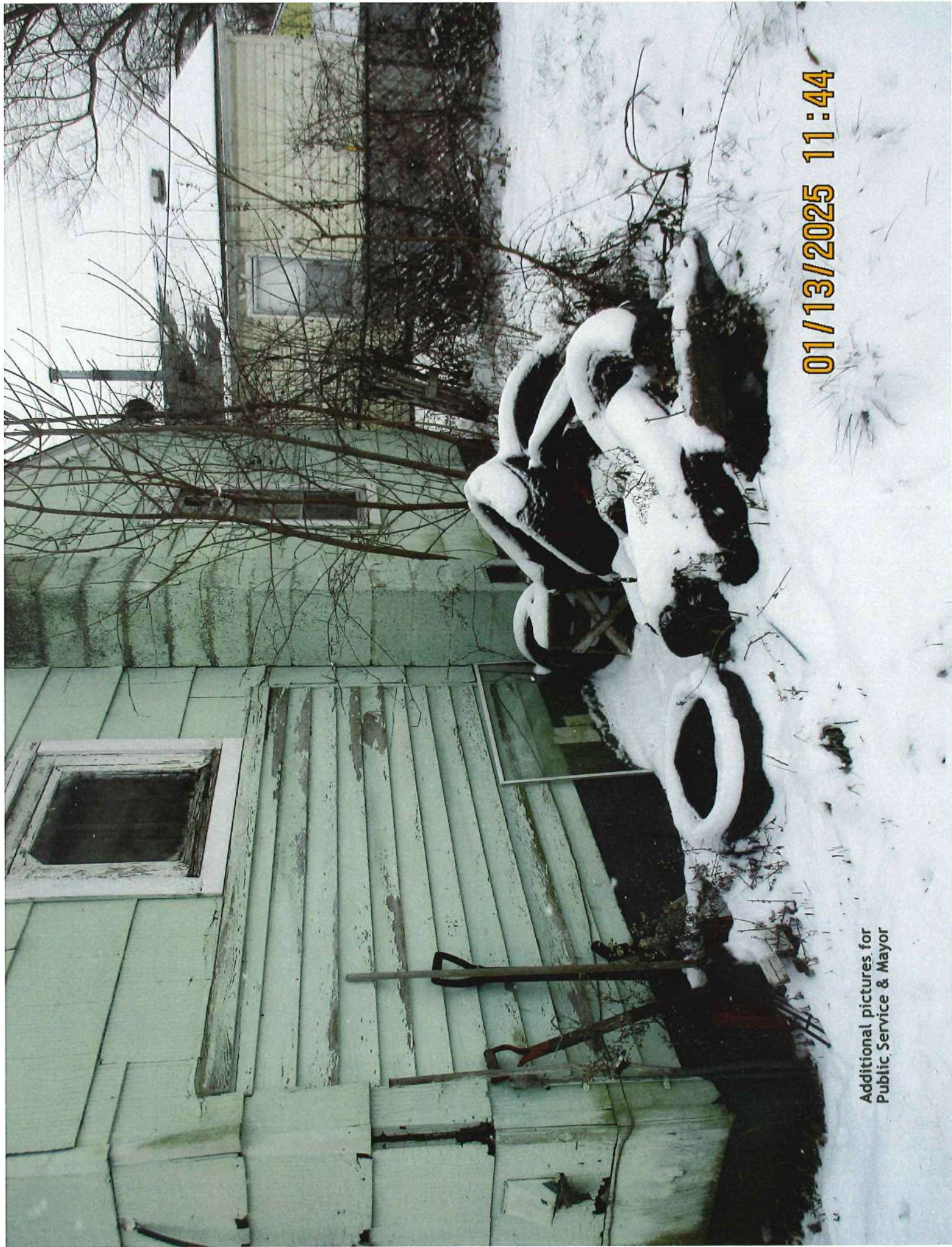




Additional pictures for  
Public Service & Mayor

01/13/2025 11:43





01/13/2025 11:44

Additional pictures for  
Public Service & Mayor





01/13/2025 11:44

Additional pictures for  
Public Service & Mayor



**BUILDING DIVISION**  
**NUISANCE ABATEMENT MINUTES**  
**June 27, 2024**

In attendance:

Paul Lize, Building Inspector  
Laura Sullivan, Assistant City Attorney

The meeting was called to order by Michael Swafford, Acting Hearing Officer.

**30238 Freda (12-13-10-178-007) House** All parties have been duly notified and letters were posted on the building in question. No one appeared.

Mr. Swafford stated the rear brick has been removed and in disrepair.

**DETERMINATION:**

Mr. Swafford will hold for 30 days to allow owner to list home for sale reschedule in 30 days.

**Audience Participation**

None

**11112 Jewett (12-13-27-403-010) House** All parties have been duly notified and letters were posted on the building in question. No one appeared.

Mr. Swafford stated the house has been vacant 8 years overgrown vegetation year porch is falling apart.

**DETERMINATION:**

Mr. Swafford will follow up on 7-18-24 to see if sale of home went through and will give new owners time to repair and see if they pull a certificate of occupancy for repairs.

**Audience Participation**

None

**14217 Marshall (12-13-36-133-020) House & Garage** All parties have been duly notified and letters were posted on the building in question. No one appeared.

Mr. Swafford stated the garage is dilapidated and unsafe and home is in disarray

**DETERMINATION:**

Mr. Swafford declared a public Nuisance send to Public Service for removal.

**Audience Participation**

None



**13463 Sidonie (12-13-35-432018) House & Garage** All parties have been duly notified and letters were posted on the building in question. No one appeared.

Mr. Swafford stated the property has been vacant for 5 years and the garage is severely dilapidated.

**DETERMINATION:**

Mr. Swafford declared property, send to Public Service for removal..

**Audience Participation**

None

**5200 10 Mile (12-13-29-203-022) House & Garage Fire** All parties have been duly notified and letters were posted on the building in question. Tiffany M.Williams appeared.

Mr. Swafford stated that property is a fire damaged home no progress since fire incident 8-1-23.

**DETERMINATION:**

Mr. Swafford will hold for 60 days for insurance settlement and new buyer information.

**Audience Participation**

None

---

Crystal Pierson  
Recording Secretary

**APPROVED:**

---

Michael Swafford, 3-21-24

cc: Hearing Officer  
Public Service  
City Attorney  
Building Director  
Chief Building Inspector



LF 1389

CF



**STATE OF MICHIGAN**  
DEPARTMENT OF COMMUNITY HEALTH  
**CERTIFICATE OF DEATH**

STATE FILE NUMBER

**279760**

DECEDENT

INFORMANT

DISPOSITION

CERTIFICATION

CAUSE OF DEATH

VER

1. DECEDENT'S NAME (First, Middle, Last) <b>Grace M Roberts</b>		2. DATE OF BIRTH <b>December 04, 1920</b>		3. SEX <b>Female</b>		4. DATE OF DEATH <b>November 17, 2018</b>	
5. NAME AT BIRTH OR OTHER NAME USED FOR PERSONAL BUSINESS <b>Grace M Kappler</b>				6a. AGE- Last Birthday (Years) <b>97</b>		6b. UNDER 1 YEAR MONTHS      DAYS	
						6c. UNDER 1 DAY HOURS      MINUTES	
7a. LOCATION OF DEATH <b>14217 Marshall Avenue 48089</b>				7b. CITY, VILLAGE OR TOWNSHIP OF DEATH <b>Warren</b>		7c. COUNTY OF DEATH <b>Macomb</b>	
8a. CURRENT RESIDENCE - STATE <b>Michigan</b>		8b. COUNTY <b>Macomb</b>		8c. LOCALITY <b>Warren</b>		8d. STREET AND NUMBER <b>14217 Marshall Avenue</b>	
8e. ZIP CODE <b>48089</b>		9. BIRTH PLACE <b>Paris Twp, Michigan</b>		10. SOCIAL SECURITY NUMBER <b>368-70-6435</b>		11. DECEDENT'S EDUCATION <b>8th Grade</b>	
12. RACE <b>White</b>				13a. ANCESTRY <b>Polish, German</b>		13b. HISPANIC ORIGIN <b>No</b>	
						14. EVER IN THE U.S. ARMED FORCES? <b>No</b>	
15. USUAL OCCUPATION <b>Homemaker</b>		16. KIND OF BUSINESS OR INDUSTRY <b>Home</b>		17. MARITAL STATUS <b>Widowed</b>		18. NAME OF SURVIVING SPOUSE (If wife, give name before first married)	
19. FATHER'S NAME (First, Middle, Last) <b>Daniel Kappler</b>				20. MOTHER'S NAME BEFORE FIRST MARRIED (First, Middle, Last) <b>Mary Helaski</b>			
21a. INFORMANT'S NAME <b>Cynthia Jasman</b>		21b. RELATIONSHIP TO DECEDENT <b>Daughter</b>		21c. MAILING ADDRESS <b>11148 Laurel Ct, Sterling Heights, Michigan 48312</b>			
22. METHOD OF DISPOSITION <b>Burial</b>		23a. PLACE OF DISPOSITION <b>Saint Peter and Paul Cemetery</b>		23b. LOCATION - City or Village, State <b>Ruth, Michigan</b>			
24. SIGNATURE OF MORTUARY SCIENCE LICENSEE <b>Lawrence Skupny</b>		25. LICENSE NUMBER <b>4501005438</b>		26. NAME AND ADDRESS OF FUNERAL FACILITY <b>Walter Scott Skupny Funeral Home 28605 Gratiot Roseville, MI 48066</b>			
27a. CERTIFIER <input checked="" type="checkbox"/> <b>Certifying Physician</b> - To the best of my knowledge, death occurred due to the (cause(s) and manner stated. <input type="checkbox"/> <b>Medical Examiner</b> - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated. <b>Annette Theresa Carron, DO</b> Signature and 27b. DATE SIGNED <b>November 19, 2018</b>		28a. ACTUAL OR PRESUMED TIME OF DEATH <b>07:45 PM</b>		28b. PRONOUNCED DEAD ON <b>November 17, 2018</b>		28c. TIME PRONOUNCED DEAD <b>10:15 PM</b>	
		29. MEDICAL EXAMINER CONTACTED <b>Yes</b>		30. PLACE OF DEATH <b>Home under Hospice</b>		31. IF HOSPITAL	
27c. LICENSE NUMBER <b>5101011445</b>		32. MEDICAL EXAMINER'S CASE NUMBER <b>H18-2203</b>		33. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER			
34. NAME AND ADDRESS OF CERTIFYING PHYSICIAN <b>Annette Theresa Carron, DO, 27355 John R Road, Madison Heights, Michigan 48071</b>							
35a. REGISTRAR'S SIGNATURE <b>R. O. W. J.</b>				35b. DATE FILED <b>November 20, 2018</b>			
36. PART I. ENTER the chain of events - diseases, injuries or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, fibrillation without showing the etiology. Enter only one cause on line.  If <b>diabetic</b> was an underlying or contributing cause of death be sure to record diabetes in either Part I or Part II of the cause of  IMMEDIATE CAUSE (Final disease or condition resulting in death) Sequently list IF ANY, leading to the listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting LAST  a. <b>Acute Kidney Failure</b> DUE TO (OR AS A CONSEQUENCE OF)  b. <b>Sepsis</b> DUE TO (OR AS A CONSEQUENCE OF)  c. DUE TO (OR AS A CONSEQUENCE OF)  d. DUE TO (OR AS A CONSEQUENCE OF)						Approximate Interval Between Onset and Death Days  Days	
PART II. OTHER SIGNIFICANT CONDITIONS contributing to death but not resulting in the underlying cause given in Part I <b>Congestive Heart Failure</b>						37. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown	
38. IF FEMALE <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Unknown if pregnant within the past year <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death		39. MANNER OF DEATH <b>Natural</b>					
40a. WAS AN AUTOPSY PERFORMED? <b>No</b>		40b. WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? <b>Not Applicable</b>					
41a. DATE OF INJURY		41b. TIME OF INJURY		41c. DESCRIBE HOW INJURY OCCURRED			
41d. INJURY AT WORK		41e. PLACE OF INJURY		41f. IF TRANSPORTATION INJURY		41g. LOCATION	



CITY OF WARREN

NOTICE OF NUISANCE ABATEMENT PROCEEDINGS

An Administrative Hearing was held on June 27, 2024 at One City Square, Warren, Michigan, between the Hearing Officer for the City of Warren, County of Macomb, State of Michigan, and the last-recorded owner of the property described as:

Owners Name: Roberts Grace Estate  
Property address: 14217 Marshall Warren, MI 48089 House & Garage  
Property description: HITCHMAN'S INDEPENDENCE PARK SUBDIVISION LOT 107  
Tax I.D. Number: 12-13-36-133-020  
Recorded in Liber: 7, Page: 56 of Macomb County Records

WHEREAS, it has been brought to the attention of the City of Warren that the owner of the above-described property has permitted a dangerous condition to exist, to wit:

- 1.) 8: A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.
- 1.) 3: A part of the building or structure is likely to fall, become detached, dislodged or collapse and injure person or damage property.

and such conditions may endanger the health and welfare of the citizens in the immediate area; and specific conditions being: unfit for human habitation and remains unoccupied.



WHEREAS, after investigation by the Division of Buildings and Safety Engineering of the City of Warren, after testimony was received and after due consideration, the Hearing Officer for the City of Warren has determined that a dangerous condition exists in violation of Sec. 9-165 or 9-166 of the Code of Ordinances and has ordered abatement pursuant to Chapter 9, Article VI, Division 2, Sec. 9-165 thru 9-175, of the City of Warren Code of Ordinances.

NOW, THEREFORE, BE IT KNOWN that any prospective buyer or assignee be on notice that the City of Warren has declared a nuisance to exist and ordered abatement pursuant to Article VI, Chapter 9 of the Code of Ordinances of the City of Warren.

BE IT FURTHER KNOWN that any prospective buyer or assignee of the above-described property may contact the Division of Buildings and Safety Engineering, located at One City Square, Warren, Michigan, and be informed of any pending action on said property.

BE IT FURTHER KNOWN that the City Clerk shall record a certified copy of this notice with the Macomb County Register of Deeds.

\_\_\_\_\_  
Michael Swafford, Hearing Officer

CERTIFICATION

STATE OF MICHIGAN    )  
                                  )   SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly-elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Lis Pendens: Notice of Nuisance Abatement Proceedings.

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

Drafted and Returned to:  
City Clerk  
City of Warren  
One City Square, #205  
Warren, MI 48093-2393



CITY OF WARREN  
ORDER  
**ABATEMENT BY DEMOLITION**

To: Hearing Attendees

Re: Administrative Hearing - Property Maintenance Ordinance

Division of Buildings and Safety Engineering

Officer: Michael Swafford

Date: June 27, 2024

Title: Hearing Officer

Property Description:

Name: Robert Grace Estate

Address: 14217 Marshall Warren, MI 48089 House & Garage

Legal Description: HITCHMAN'S INDEPENDENCE PARK SUBDIVISION LOT 107

Tax I.D. Number: 12-13-36-133-020

Recorded in Liber: 7 Page: 56 of Macomb County Records

Owner:

Mailing Name: Robert Grace Estate

Address Address: 14217 Marshall

City: Warren State: MI Zip: 48089

Attorney/Agent: \_\_\_\_\_

An administrative hearing was held regarding the described property of the above date. The following conditions exist on this property, which make abatement by demolition necessary.

- 1.) 8: A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.
- 2.) 3: A part of the building or structure is likely to fall, become detached, dislodged or collapse and injure person or damage property.

**DETERMINATION:** unfit for human habitation & remains unoccupied. It has been determined that this property cannot be restored to a condition necessary to meet the Ordinance requirements of the City of Warren in an economical manner. Based on the findings of this hearing, it is ordered that the nuisance as determined be abated by demolition no later than July 26, 2024.

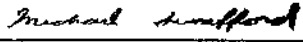
Date

The owner is hereby notified that he/she is responsible to comply with this Order and is responsible for any and all administrative, boarding, demolition, clean up, or other costs incurred by the City to eliminate the dangerous condition of this property due to the owner's failure to comply with this Order.

Pursuant to Ordinance, Section 9-172, you may appeal the determination and order of the Hearing Officer to the City Council by filing a written notice of appeal with the Division of Buildings and Safety Engineering before the date specified for compliance.

In concurrence:

  
\_\_\_\_\_  
Paul Lize,  
Chief Building Inspector

  
\_\_\_\_\_  
Michael Swafford, Hearing Officer

  
\_\_\_\_\_  
Dave Muzzarelli  
Department of Public Service

cc: Attendees  
Director of Public Service  
File



**COLONIAL TITLE COMPANY**

27500 Harper Ave.  
St. Clair Shores, MI 48081  
Phone: (586)774-5950  
Fax: (586)774-7040

**FAX COVER LETTER**

To: Paul Lize  
Company Name: City of Warren - Building Division  
Fax No.: (586)574-4577  
Email: plize@cityofwarren.org  
Customer No.: 2424774  
Date: May 29, 2024  
From: Shannon

---

Property Address: 14217 Marshall, Warren, MI 48089

File No.: 24609

Message: Attached is your requested search and invoice. Please call Colonial Title Company with any questions or problems you may have. Thank you for your business.

---

ADDITIONAL COMMENTS:



Invoice

Remit payment to:  
Colonial Title Company  
27500 Harper Ave.  
St. Clair Shores, MI 48081

Billed to:  
City of Warren - Building Division  
One City Square, Suite 305  
Warren, MI 48093

Invoice number: 24609  
Invoice date: May 29, 2024  
Please pay before: June 12, 2024  
Our file number: 24609  
Your reference number: 2424774

Property:  
14217 Marshall  
Warren, MI 48089  
Macomb County

DESCRIPTION	AMOUNT
Title Search Fee	85.00
Invoice total amount due:	<u>\$ 85.00</u>



**COLONIAL TITLE COMPANY  
SEARCH REPORT**

Record Search Furnished to: Paul Lize  
City of Warren - Building Division  
One City Square, Suite 305  
Warren, MI 48093

Customer Reference Number: 2424774

This search consists of entries recorded with the Office of the Register of Deeds, based upon legal description herein.

This is not a Title Insurance Policy, and should not be relied upon as such. THIS IS NOT AN "ENVIRONMENTAL SEARCH".

In consideration of the issuance of this search, it is agreed that Colonial Title Company, shall not be liable for any loss of damage arising from incorrectness or incompleteness of this search unless such incorrectness or incompleteness is the result of the intentional omission or misdescription by the Company, with the formed intent of harming the applicant of the search. In no event, as evidenced by the charge for this search, does Colonial Title Company undertake any liability arising from:

1. Consequential or punitive damages, loss of anticipated profits, costs of toxic waste cleanup or other loss so related;
2. Any type of loss which would result from the accuracy of a determination that any street address given and legal description searched constitute the same premises;
3. Any instrument (however designated) filed in the Office of the Register of Deeds pursuant to the Uniform Commercial Code P.A. 1962, No. 174, effective January 1, 1964; and/or
4. Any records of the Circuit, Probate or other Courts nor any records other than the records in the Office of the Register of Deeds.

Covering property described as: 14217 Marshall, Warren, MI 48089

We have searched the records in the Office of the Register of Deeds for Macomb County and find no conveyances describing said property in said office up to May 17, 2024 at 8:00am.

See attached Rider "B"

Colonial Title Company  
Stephen DeBates, President



**RIDER "B"**  
**SEARCH OF TITLE**

From examination of the records in the Register of Deeds Office, Macomb County, Michigan, up to May 17, 2024 at 8:00am.

**PROPERTY DESCRIPTION:**

Land Situated in the City of Warren, County of Macomb and State of Michigan described as follows:

Lot 107 - Hitchman's Independence Park Subdivision, according to the plat thereof as recorded in Liber 7, Page 56 of Plats, Macomb County Records.

Commonly Known As: 14217 Marshall, Warren, MI 48089

Tax ID Number: 12-13-36-133-020

**Apparent Owner:** Walter Roberts and Grace Roberts, his wife  
Title Deed dated 06/12/1962, recorded 05/16/1963, in Liber 1423, Page 261, Macomb County Records.

**PAYMENT OF TAXES:** Tax Parcel No.: 12-13-36-133-020  
Address: 14217 Marshall, Warren, MI 48089  
2023 Winter Taxes in the amount of \$26.42 are DUE  
2023 Summer Taxes in the amount of \$848.79 are DUE  
2022 Taxes in the amount of \$1,317.88 are FORFEITED  
Special Assessments Included In The Current Year Tax Bills: NONE  
Special Assessments Separate From the Tax Bills: Must confirm with city  
- 2023 State Equalized Value: \$37,190.00  
- 2023 Taxable Value: \$17,228.00

Certificate of Forfeiture filed by the Macomb County Treasurer for non payment of the 2022 taxes dated 03/01/2024,, recorded 04/03/2024, in Liber 29536, Page 854, Macomb County Records.

NOTE: Local assessor data shows title is in the Estate of Grace Roberts; however, no death certificate for Walter Roberts or Grace Roberts was found recorded on public record.

The search did not disclose any open mortgages or deeds of trust of record.

Under this form of Search, this Company is not an insurer of the above Title, nor does it guarantee the Title or any evidence thereto and is not liable for any inaccuracies involving environmental searches or determinations.


The liability is limited to the amount paid for the Search. Rider attached to and forming a part of Search No. 24609

**Colonial Title Company**  
**Stephen DeBates, President**



14217 MARSHALL WARREN, MI 48089 (Property Address)

Parcel Number: 12-13-36-133-020 Account Number: 101952914



Item 1 of 21 Image / 1 Sketch

Property Owner: ROBERTS GRACE ESTATE

Summary Information

> Residential Building Summary

• Year Built: 1940

• Full Baths: 1

• Sq. Feet: 769

• Bedrooms: 2

• Half Baths: 0

• Acres: 0.106

> 2 Building Department records found

> Assessed Value: \$37,190 | Taxable Value: \$17,228

> 1 Special Assessment found

> Property Tax Information found

> Utility Billing Information found

Owner and Taxpayer Information

Owner	ROBERTS GRACE ESTATE 14217 MARSHALL WARREN, MI 48089-5024	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2024

Property Class	401 RESIDENTIAL-IMPROVED	Unit	12 CITY OF WARREN
School District	EASTPONTE COMMUNITY SCHOOLS	Assessed Value	\$37,190
Notes	No Data to Display	Taxable Value	\$17,228
PP CLASS / YEAR	0	State Equalized Value	\$37,190
NOTES	Not Available	Date of Last Name Change	05/15/2024
BUSINESS TYPE	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
NOTES	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date 03/01/1994

Principal Residence Exemption	Initial 1st	Final
2024	100.0000 %	100.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2023	\$27,010	\$27,010	\$16,408
2022	\$22,980	\$22,980	\$15,627
2021	\$21,720	\$21,720	\$15,128

Land Information

Zoning Code	R-1-C	Total Acres	0.106
Land Value	\$7,520	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	EAST DET 36	Mortgage Code	No Data to Display
Lot Dimensions/Contours	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	40.00 ft	115.00 ft
Total Frontage: 40.00 ft		Average Depth: 115.00 ft

Legal Description

HITCHMAN'S INDEPENDENCE PARK SUBDIVISION LOT 107 L7 P56

Land Division Act Information

<https://bsaonline.com/SiteSearch/SiteSearchDetails?SearchFocus=All+Records&SearchCategory=Address&SearchText=14217&uid=306&PageIndex...>

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5/31/2024, 4:27 PM



5/29/24, 9:18 AM

Parcel Number - 12-13-36-133-020 | City of Warren | BS&amp;A Online

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

## Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Libers/Page
No sales history found.						

## Building Information - 768 sq ft 1 Story (Residential)

## General

Floor Area	768 sq ft	Estimated TCV	Not Available
Garage Area	440 sq ft	Basement Area	0 sq ft
Foundation Size	768 sq ft		
Year Built	1940	Year Remodeled	No Data to Display
Occupancy	Single Family	Class	CO
Effective Age	31 yrs	Tri-Level	No
Percent Complete	100%	Heat	Forced Air w/ Ducts
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	0	Water	Not Available
1st Floor Rooms	4	Sewer	Not Available
2nd Floor Rooms	0	Style	1 Story
Bedrooms	2		

## Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1 Story	Crawl Space	Siding	768 sq ft	1 Story

## Basement Finish

Recreation	0 sq ft	Recreation % Good	0%
Living Area	0 sq ft	Living Area % Good	0%
Walk Out Doors	0	No Concrete Floor Area	0 sq ft

## Plumbing Information

3 Fixture Bath	1
----------------	---

## Garage Information

Area	440 sq ft	Exterior	Siding
Foundation	42 Inch	Common Wall	Detached
Year Built	1971	Finished	No
Auto Doors	0	Mech Doors	0

## Porch Information

CCP (1 Story)	144 sq ft	Foundation	Standard
---------------	-----------	------------	----------

## Deck Information

Treated Wood	24 sq ft
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\*\*Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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5/29/24, 9:18 AM

Parcel Number - 12-13-36-133-020 | City of Warren | BS&amp;A Online

**14217 MARSHALL WARREN, MI 48089 (Property Address)**

Parcel Number: 12-13-36-133-020 Account Number: 101952914



Item 1 of 2 1 Image / 1 Sketch

**Property Owner: ROBERTS GRACE ESTATE****Summary Information**

- > Residential Building Summary
  - Year Built: 1940
  - Bedrooms: 2
  - Full Baths: 1
  - Half Baths: 0
  - Sq. Feet: 760
  - Acres: 0.106
- > Assessed Value: \$37,190 | Taxable Value: \$17,228
- > 1 Special Assessment found
- > Property Tax Information found
- > Utility Billing Information found
- > 2 Building Department records found

**Owner and Taxpayer Information**

Owner	ROBERTS GRACE	Taxpayer	SEE OWNER
	14217 MARSHALL		INFORMATION
	WARREN, MI 48089-		
	5024		

**Amount Due**Current Taxes: **\$875.21****Legal Description**

HITCHMAN'S INDEPENDENCE PARK SUBDIVISION LOT 107 L7 P56

**Other Information**

Recalculate amounts using a different Payment Date

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

Enter a Payment Date

5/29/2024

Recalculate

**Tax History****\*\*Notes:** On March 1 at 12:00 AM, Summer and Winter local taxes become ineligible for payment at the local unit.

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2023	Winter	\$26.42	\$0.00		\$26.42	** Read Note(s) Above
<b>General Information for 2023 Winter Taxes</b>						
School District	50020	PRE/MBT	100.0000%			
Taxable Value	\$16,408	S.E.V.	\$27,010			
Property Class	401 - RESIDENTIAL-IMPROVED	Assessed Value	\$27,010			
Tax Bill Number	No Data to Display	Last Receipt Number	No Data to Display			
Last Payment Date	No Data to Display	Number of Payments	0			
Due Date	No Data to Display					
Base Tax	\$26.16	Base Paid	\$0.00			
Admin Fees	\$0.26	Admin Fees Paid	\$0.00			
Interest Fees	\$0.00	Interest Fees Paid	\$0.00			
Total Tax & Fees	\$26.42	Total Paid	\$0.00			
Renaissance Zone	Not Available	Mortgage Code	Not Available			
<b>Tax Bill Breakdown for 2023 Winter</b>						

<https://bsaonline.com/SiteSearch/SiteSearchDetails?SearchFocus=All+Records&SearchCategory=Address&SearchText=14217&uid=305&PageIndex...> 1/3



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Parcel Number - 12-13-36-133-020 | City of Warren | BS&amp;A Online

Taxing Authority	Millage Rate	Amount	Amount Paid
MACOMB VETERANS	0.069000	\$1.13	\$0.00
HURON-CLINT PARK	0.207000	\$3.39	\$0.00
SMART	0.950000	\$15.58	\$0.00
ZOO AUTHORITY	0.094500	\$1.55	\$0.00
ART INSTITUTE	0.195600	\$3.20	\$0.00
MISD DEBT	0.080000	\$1.31	\$0.00
Admin Fees		\$0.26	\$0.00
Interest Fees		\$0.00	\$0.00
	<b>1.596100</b>	<b>\$26.42</b>	<b>\$0.00</b>

[Click here for your Winter 2023 Tax Bill](#)
[Click here for a printer friendly version of Winter 2023 Tax information](#)

2023 Summer \$848.79 \$0.00 \$848.79 \*\* Read Note(s) Above

## General Information for 2023 Summer Taxes

School District	50020	PRE/MBT	100.0000%
Taxable Value	\$16,408	S.E.V.	\$27,010
Property Class	401 - RESIDENTIAL-IMPROVED	Assessed Value	\$27,010

Tax Bill Number	No Data to Display	Last Receipt Number	No Data to Display
Last Payment Date	No Data to Display	Number of Payments	0
Due Date	06/31/2023		

Base Tax	\$816.38	Base Paid	\$0.00
Admin Fees	\$3.71	Admin Fees Paid	\$0.00
Interest Fees	\$28.70	Interest Fees Paid	\$0.00
Total Tax & Fees	\$848.79	Total Paid	\$0.00

Renaissance Zone	Not Available	Mortgage Code	Not Available
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## Tax Bill Breakdown for 2023 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
WARREN OPERATING	8.326300	\$136.61	\$0.00
CITY ROAD IMPROV	2.002900	\$32.86	\$0.00
EMS	0.277000	\$4.54	\$0.00
LIBRARY	1.268700	\$20.81	\$0.00
SANITATION	2.775000	\$45.53	\$0.00
ACT 345 POL/FIRE	4.984800	\$81.79	\$0.00
POLICE OPERATING	0.928900	\$15.24	\$0.00
FIRE OPERATING	0.928900	\$15.24	\$0.00
POL & FIRE OPER	4.674100	\$76.69	\$0.00
RECREATION	0.924700	\$15.17	\$0.00
MACOMB CNTY OPER	4.320000	\$70.88	\$0.00
MCC OPERATING	1.407700	\$23.09	\$0.00
MAC INT SCH DIST	4.630000	\$75.96	\$0.00
STATE ED TAX	6.000000	\$98.44	\$0.00
EASTPOINTE OPERA	16.897900	\$0.00	\$0.00
EASTPOINTE DEBT	6.309900	\$103.53	\$0.00
Admin Fees		\$3.71	\$0.00
	<b>66.656800</b>	<b>\$848.79</b>	<b>\$0.00</b>

<https://bsaonline.com/SiteSearch/SiteSearchDetails?SearchFocus=All+Records&SearchCategory=Address&SearchText=14217&uid=305&PageIndex...> 2/3



5/29/24, 9:18 AM

Parcel Number - 12-13-36-133-020 | City of Warren | BS&amp;A Online

Taxing Authority		Millage Rate		Amount	Amount Paid
Interest Fees				\$28.70	\$0.00
		66.656800		\$848.79	\$0.00
<a href="#">Click here for your Summer 2023 Tax Bill</a>					
<a href="#">Click here for a printer friendly version of Summer 2023 Tax information</a>					
2022	Winter	\$23.83	\$0.00	\$23.83	** Read Note(s) Above
2022	Summer	\$808.61	\$0.00	\$808.61	** Read Note(s) Above
2021	Winter	\$54.21	\$54.21	12/14/2021	\$0.00
2021	Summer	\$748.02	\$748.02	12/14/2021	\$0.00
2020	Winter	\$24.80	\$0.00	\$24.80	** Read Note(s) Above
2020	Summer	\$779.17	\$0.00	\$779.17	** Read Note(s) Above
2019	Winter	\$23.12	\$23.12	12/27/2019	\$0.00
2019	Summer	\$726.12	\$726.12	08/05/2019	\$0.00
2018	Winter	\$22.81	\$22.81	01/06/2019	\$0.00
2018	Summer	\$711.49	\$711.49	11/13/2018	\$0.00
<a href="#">Load More Years</a>					

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5/29/24, 9:18 AM

Parcel Number - 12-13-36-133-020 | City of Warren | BS&A Online

14217 MARSHALL WARREN, MI 48089 (Property Address)

Parcel Number: 12-13-36-133-020 Account Number: 101952914



Item 1 of 21 Image / 1 Sketch

Property Owner: ROBERTS GRACE ESTATE

Summary Information

> Residential Building Summary

- Year Built: 1940

- Full Baths: 1

- Sq Feet: 760

- Bedrooms: 2

- Hall Baths: 0

- Acres: 0.106

> 2 Building Department records found

> Assessed Value: \$37,190 | Taxable Value: \$17,228

> 1 Special Assessment found

> Property Tax Information found

> Utility Billing Information found

Owner and Taxpayer Information

Owner

ROBERTS GRACE

Taxpayer

SEE OWNER INFORMATION

14217 MARSHALL WARREN, MI 48089-5024

Amount Due

Special Assessment Total Payoff Amount: \$0.00

Legal Description

HITCHMAN'S INDEPENDENCE PARK SUBDIVISION LOT 107 L7 P56

Special Assessment Information

Code	Name	Special Assessment District Status	APR Interest Rate	Start Year	Number of Years	Payment Status
S0358	ROLL S0358	Inactive	3.0000	2012	5	** Paid In Full

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5/29/24, 9:18 AM

Parcel Number - 12-13-36-133-020 | City of Warren | BS&A Online

14217 MARSHALL WARREN, MI 48089 (Property Address)

Parcel Number: 12-13-36-133-020 Account Number: 101952914



Item 1 of 21 image / 1 Sketch

Property Owner: ROBERTS GRACE ESTATE

Summary Information

> Residential Building Summary

- Year Built: 1940

- Bedrooms: 2

- Full Bath: 1

- Half Bath: 0

- Sq. Feet: 768

- Acres: 0.106

> 2 Building Department records found

> Assessed Value: \$37,190 | Taxable Value: \$17,228

> 1 Special Assessment found

> Property Tax Information found

> Utility Billing Information found

Owner Information

Not Available

Amount Due

Property Total\$0.00

Attachments

Date Created	Title	Record
No records to display.		

Displaying Items 0 - 0 of 0

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<https://bsaonline.com/SiteSearch/SiteSearchDetails?SearchFocus=All+Records&SearchCategory=Address&SearchText=14217&uid=306&PageIndex...> 1/1

11 of 18

5/31/2024, 4:27 PM



5/29/24, 9:18 AM

Parcel Number - 12-13-36-133-020 | City of Warren | BS&amp;A Online

14217 MARSHALL Warren, MI 48089 (Property Address)

Parcel Number: 12-13-36-133-020 Account Number: 101952914



(Page 1 of 2) 1 Image / 1 Slide

Property Owner: ROBERTS GRACE ESTATE

UB Customer Name: 101952914 OCCUPANT

## Summary Information

- Residential Building Summary
  - Year Built: 1940
  - Bedrooms: 1
  - Sq Feet: 918

- Basement: 2
- Hall Baths: 0
- Acres: 0.005

2 Building Department records found

- Assessed Value: \$32,190 | Taxable Value: \$12,226
- 1 Special Assessment found
- Property Tax Information found
- Utility Billing Information found

## Customer Information

Name  
Address101952914 OCCUPANT  
14217 MARSHALL  
Warren, MI 48089

Account Number

101952914

## Amount Due

Total Amount Due \$18.74

Pay Now

## Current Bill

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

Amount Due	\$18.74	Bill From	03/28/2024	04/29/2024		
Due Date	05/31/2024	Bill To				
Billing Item		Previous Amount	Current Amount	Penalties & Interest	Balance	
DELINQ NOTICE FEE		\$0.00	\$0.00	\$0.00	\$0.00	
SCWA		\$0.00	\$0.00	\$5.30	\$5.30	
SEWER SERVICE CHARGE		\$0.00	\$0.00	\$1.46	\$1.46	
STATE MANDATED FEE		\$0.00	\$0.00	\$1.50	\$1.50	
TWIN OAK		\$0.00	\$0.00	\$1.20	\$1.20	
WATER		\$0.00	\$0.00	\$6.62	\$6.62	
WATER SERVICE CHARGE		\$0.00	\$0.00	\$0.60	\$0.60	
		\$0.00	\$0.00	\$18.74	\$18.74	

## History (113 Items Found)

Starting Date

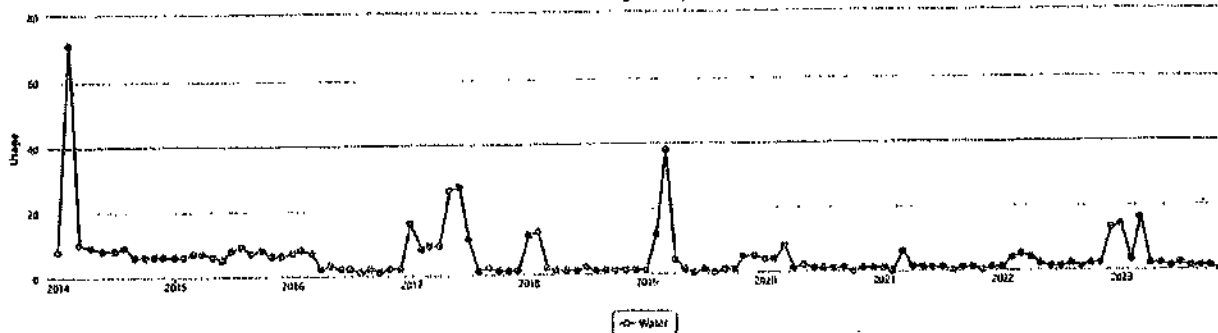
Ending Date

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

Period	Action	Other Info	Road Type	Fee	Usage	Amount	Balance
5/14/2024	Bill Calculated	03/28/24-04/29/24		0.00	0.00	\$0.00	\$18.74
5/10/2024	Penalty			0.00	0.00	\$0.52	\$18.74
5/9/2024	Bill Adjustment	TAX LIEU		0.00	0.00	(\$144.24)	\$18.22
4/28/2024	Meter Read	Water	Auto Read	713.00	0.00	\$8.00	\$162.50
4/11/2024	Bill Calculated	02/26/24-03/28/24		0.00	0.00	\$0.00	\$162.50
4/9/2024	Penalty			0.00	0.00	\$4.75	\$162.50
3/28/2024	Meter Read	Water	Auto Read	713.00	0.00	\$0.00	\$157.75
3/11/2024	Bill Calculated	01/10/24-02/28/24		0.00	0.00	\$0.00	\$157.75
3/7/2024	Penalty			0.00	0.00	\$4.62	\$157.75
2/28/2024	Meter Read	Water	Auto Read	713.00	0.00	\$0.00	\$153.13
2/12/2024	Bill Calculated	12/30/23-01/30/24		0.00	0.00	\$0.00	\$153.13
2/8/2024	Penalty			0.00	0.00	\$4.49	\$153.13
1/30/2024	Meter Read	Water	Auto Read	713.00	0.00	\$0.00	\$148.64

## Usage History Chart

## Usage History



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<https://bsaonline.com/SiteSearch/SiteSearchDetails?SearchFocus=All+Records&SearchCategory=Address&SearchText=14217&uid=305&PageIndex...> 1/2



5/29/24, 9:19 AM

Parcel Number - 12-13-36-133-020 | Macomb County | BS&amp;A Online

**14217 MARSHALL WARREN, MI 48089** (Property Address)

Parcel Number: 12-13-36-133-020

Property Taxpayer: ROBERTS GRACE

Summary Information

\$6.00 was charged to your Business Account for this record lookup. See Account for current balance.

**Important Message**

If you have questions about this payment or need assistance, please call the Macomb County Treasurer's office at (586) 469-5190. Our hours are 8 AM - 4:15 PM Monday to Friday. (These hours exclude holidays)

**Owner and Taxpayer Information**

Owner	ROBERTS GRACE	Taxpayer	ROBERTS GRACE
	14217 MARSHALL		14217 MARSHALL
	WARREN, MI 48089-		WARREN, MI 48089-
	5024		5024

**Amount Due**Delinquent Taxes: **\$2,254.21**[Pay Now](#)**Legal Description**

Legal Description not on file.

Recalculate amounts using a different Payment Date

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

Enter a Payment Date

5/29/2024

[Recalculate](#)**Tax History****Important Message**Taxpayers **MUST** pay the oldest tax year first

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2023	Del. Taxes	\$936.33	\$0.00		\$936.33

**Delinquent Tax Information for 2023 (All Seasons)**

School District	50020	PRE/MBT	100.0000%
Taxable Value	\$16,408	S.E.V.	\$27,010
Property Class	401 - RESIDENTIAL - IMPROVED	Assessed Value	Not Available
Last Payment Date	No Data to Display	Last Receipt Number	No Data to Display
del. Tax, Base Tax Due	\$75.08	Base Paid	\$0.00
Admin Fees	\$3.97	Admin Fees Paid	\$0.00
Interest Fees	\$61.25	Interest Fees Paid	\$0.00
Total Tax & Fees	\$936.33	Total Paid	\$0.00

**Delinquent Tax Bill Breakdown for 2023**

Taxing Authority	Season	Millage Rate	Local Amount	Local Amount Paid	Amount	Amount Paid
WARREN OPERATING	Summer	8.326300			\$136.61	\$0.00
CITY ROAD IMPROV	Summer	2.002900			\$92.86	\$0.00
		85.150800			\$936.33	\$0.00

<https://bsaonline.com/SiteSearch/SiteSearchDetails?SearchFocus=Delinquent+Tax&SearchCategory=Address&SearchText=14217+marshall&uid=11...> 1/3



5/29/24, 9:19 AM

Parcel Number - 12-13-36-133-020 | Macomb County | BS&amp;A Online

Taxing Authority	Season	Millage Rate	Local Amount	Local Amount Paid	Amount	Amount Paid
EMS	Summer	0.277000			\$4.54	\$0.00
LIBRARY	Summer	1.268700			\$20.81	\$0.00
SANITATION	Summer	2.775000			\$45.53	\$0.00
ACT 345 POL/FIRE	Summer	4.984800			\$81.79	\$0.00
POLICE OPERATING	Summer	0.928900			\$15.24	\$0.00
FIRE OPERATING	Summer	0.928900			\$15.24	\$0.00
POL & FIRE OPER	Summer	4.674100			\$76.69	\$0.00
RECREATION	Summer	0.924700			\$15.17	\$0.00
MACOMB CNTY OPER	Summer	4.320000			\$70.89	\$0.00
MCC OPERATING	Summer	1.407700			\$23.09	\$0.00
MCC DEBT	Summer	0.000000			\$0.00	\$0.00
MAC INT SCH DIST	Summer	4.630900			\$75.96	\$0.00
STATE ED TAX	Summer	6.000000			\$98.44	\$0.00
EASTPOINTE OPERA	Summer	16.897900			\$0.00	\$0.00
EASTPOINTE DEBT	Summer	6.309900			\$103.53	\$0.00
SCHOOL OPER FC	Summer	16.897900			\$0.00	\$0.00
MACOMB VETERANS	Winter	0.069000			\$1.13	\$0.00
HURON-CLINT PARK	Winter	0.207000			\$3.39	\$0.00
SMART	Winter	0.950000			\$15.58	\$0.00
ZOO AUTHORITY	Winter	0.094500			\$1.55	\$0.00
ART INSTITUTE	Winter	0.195600			\$3.20	\$0.00
MISD DEBT	Winter	0.080000			\$1.31	\$0.00
Admin Fees					\$3.97	\$0.00
Interest/Fees					\$61.25	\$0.00
		85.150800			\$936.33	\$0.00

[Click here for a printer friendly version of 2023 Delinquent Tax Information](#)

2022 Delq. Taxes \$1,317.88 \$0.00 \$1,317.88

**Delinquent Tax Information for 2022 (All Seasons)**

School District	50020	PRE/MBT	100.0000%
Taxable Value	\$15,627	S.E.V.	\$22,980
Property Class	401 - RESIDENTIAL - IMPROVED	Assessed Value	Not Available

Last Payment Date	No Data to Display	Last Receipt Number	No Data to Display
-------------------	--------------------	---------------------	--------------------

delq Tax, Base Tax Due	\$32.32	Base Paid	\$0.00
Admin Fees	\$3.77	Admin Fees Paid	\$0.00
Interest Fees	\$485.56	Interest Fees Paid	\$0.00
Total Tax & Fees	\$1,317.88	Total Paid	\$0.00

**Delinquent Tax Bill-Breakdown for 2022**

Taxing Authority	Season	Millage Rate	Local Amount	Local Amount Paid	Amount	Amount Paid
WARREN OPERATING	Summer	8.326300			\$130.11	\$0.00
CITY ROAD IMPROV	Summer	2.002900			\$31.29	\$0.00
EMS	Summer	0.277000			\$4.32	\$0.00
LIBRARY	Summer	1.268700			\$19.82	\$0.00
SANITATION	Summer	2.775000			\$43.36	\$0.00
		85.082000			\$1,317.88	\$0.00

<https://bsaonline.com/SiteSearch/SiteSearchDetails?SearchFocus=Delinquent+Tax&SearchCategory=Address&SearchText=14217+marshall&uld=11...> 2/3



5/29/24, 9:19 AM

Parcel Number - 12-13-36-133-020 | Macomb County | BS&amp;A Online

Taxing Authority	Season	Millage Rate	Local Amount	Local Amount Paid	Amount	Amount Paid
ACT 345 POL/FIRE	Summer	4.984800			\$77.89	\$0.00
POLICE OPERATING	Summer	0.928900			\$14.51	\$0.00
FIRE OPERATING	Summer	0.928900			\$14.51	\$0.00
POL & FIRE OPER	Summer	4.674100			\$73.04	\$0.00
RECREATION	Summer	0.924700			\$14.45	\$0.00
MACOMB CNTY OPER	Summer	4.320000			\$67.50	\$0.00
MCC OPERATING	Summer	1.407700			\$21.99	\$0.00
MCC DEBT	Summer	0.000000			\$0.00	\$0.00
MAC INT SCH DIST	Summer	4.630000			\$72.35	\$0.00
STATE ED TAX	Summer	6.900000			\$93.76	\$0.00
EASTPOINTE OPERA	Summer	16.897900			\$0.00	\$0.00
EASTPOINTE DEBT	Summer	6.324900			\$98.03	\$0.00
SCHOOL OPER FC	Summer	16.897900			\$0.00	\$0.00
MACOMB VETERANS	Winter	0.065200			\$1.01	\$0.00
HURON-CLINT PARK	Winter	0.207000			\$3.23	\$0.00
SMART	Winter	0.950000			\$14.84	\$0.00
ZOO AUTHORITY	Winter	0.094500			\$1.47	\$0.00
ART INSTITUTE	Winter	0.195600			\$3.05	\$0.00
Admin Fees					\$3.77	\$0.00
Interest/Fees					\$485.56	\$0.00
		<b>\$5.082000</b>			<b>\$1,317.88</b>	<b>\$0.00</b>

[Click here for a printer friendly version of 2022 Delinquent Tax information](#)

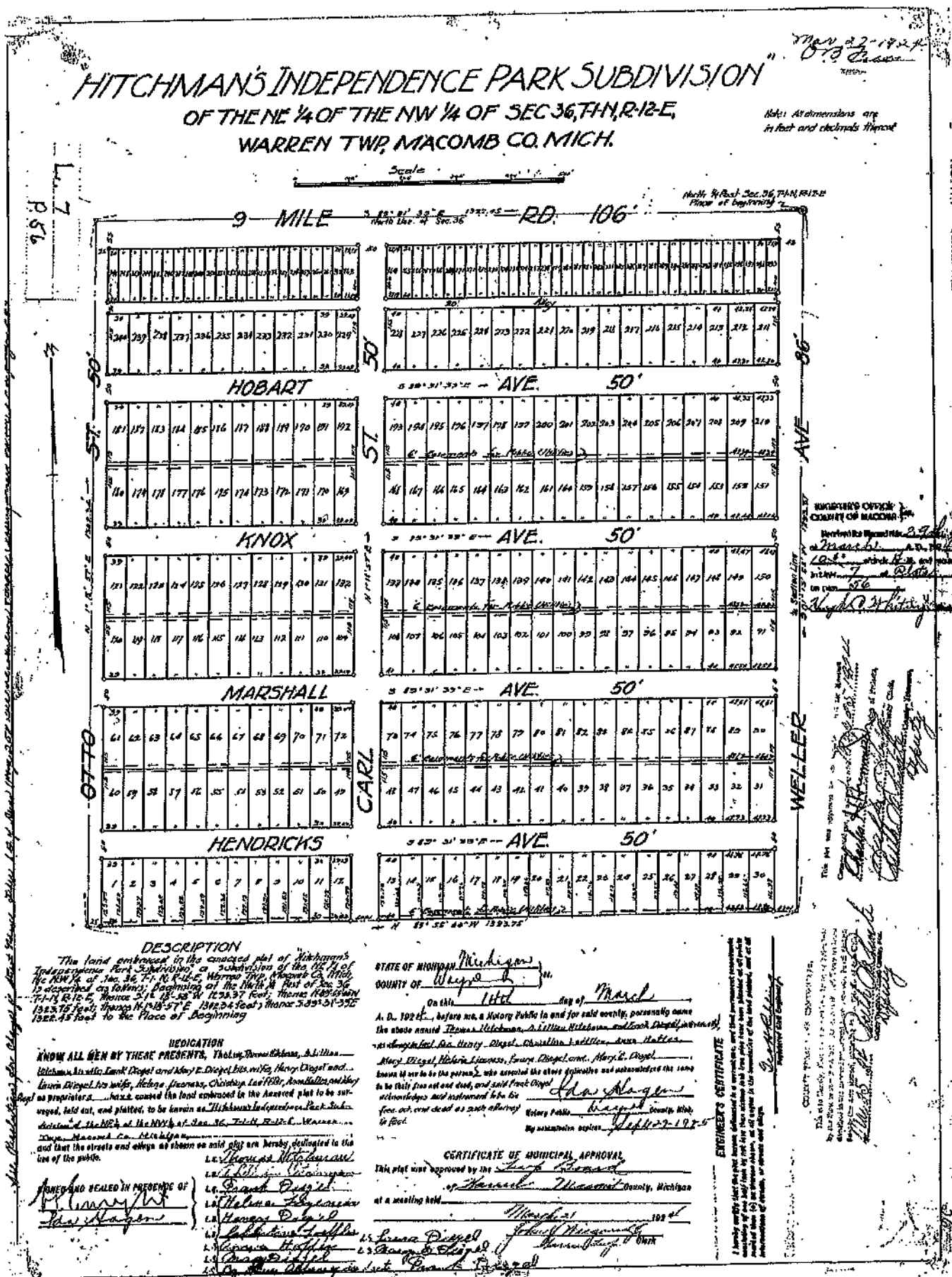
2020	Delq. Taxes	\$876.19	\$876.19	07/16/2021	\$0.00
2013	Delq. Taxes	\$748.43	\$748.43	05/20/2014	\$0.00
2006	Delq. Taxes	\$38.60	\$38.60	05/03/2007	\$0.00

[Load More Years](#)

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BOOK 1423 PAGE 261  
**WARRANTY DEED**  
 STATUTORY FORM

624988

KNOW ALL MEN BY THESE PRESENTS That **Frank J. Brogan**, a single man, s/k/a Frank Brogan

Conveys and Warrants to **Walter Roberts and Grace Roberts, his wife**

whose Street Number and Postoffice address is **14217 Marshall, Warren, Michigan**  
 the following described premises situated in the City of **Warren** County of **Macomb**  
 and State of **Michigan**, to-wit:

**Lot 107 of HITCHMAN'S INDEPENDENCE PARK SUBDIVISION of the Northeast quarter (¼) of the Northwest quarter (¼) of section 36, Town 1 North, Range 12 East, Warren Township, Macomb County, Michigan, according to the plat thereof recorded in Liber 7 of Plats, page 56, Macomb County Records.**

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,  
 for the sum of ..... (\$1.00) One Dollar(s)  
 and other valuable considerations,

subject to Restrictions of Record

Dated this **Twelfth** day of **June** A.D. 19**62**

Signed, Sealed and Delivered in Presence of:

Signed and Sealed:

*Estelle L. Cytacki*  
**Estelle L. Cytacki**

*Frank J. Brogan* (L.S.)  
**Frank J. Brogan**

*Patricia Burke*  
**Patricia Burke**

RECORDED AT **2-508** (L.S.)  
 IN VOL. **1423** OF DEEDS M  
 ON PAGE **261** Macomb Co. Records (L.S.)

**MAY 16 1963**

(L.S.)

STATE OF MICHIGAN  
 County of **Wayne**

REGISTER OF DEEDS  
 MACOMB COUNTY

On this **Twelfth** day of **June** A.D. 19**62** before me personally  
 appeared **Frank J. Brogan**

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he  
 executed the same as his free act and deed.

My Commission expires **Feb. 16, A.D. 1965**  
 Notary Public, **Wayne** County, Michigan  
**Estelle L. Cytacki**

\*PRINT, TYPEWRITE OR STAMP  
 names of persons executing this instrument; also names of the Witnesses and Notary Public immediately underneath such signatures.  
 See Act 103, P. A. 1957.

County Treasurer's Certificate  
 THIS IS TO CERTIFY THAT A SEARCH OF THE COUNTY RECORDS HAS REVEALED THAT THERE ARE NO TAX DUES ON THIS PROPERTY AND THAT TAXES ARE PAID 12 YEARS PREVIOUS TO DATE OF THIS INSTRUMENT EXCEPT 1964. Not Examined  
**6050** DATE **5/11/63**  
 MEASURER - PER. **Lynn Whalen, MACOMB COUNTY**  
 THIS CERTIFICATION DOES NOT INCLUDE CURRENT TAXES NOW BEING COLLECTED.



When recorded return for  
**Walter Roberts**  
**14217 Marshall, Warren, Mich.**

REV. 495

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1888

MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

0150



Branch :CCY,User :DIAN

Comment:

Station Id :Z0X3

E-RECORDED RECEIVED  
REGISTER OF DEEDS  
MACOMB COUNTY, MI  
2024 APR 03 0:18 PM

202400028111 L: 29536 P: 854 Pages: 1  
04/03/2024 06:21 PM Fees: \$30.00  
Anthony G. Forlini, Clerk/Register of Deeds  
Macomb County, MI



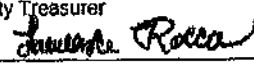
Michigan Department of Treasury  
3626 (Rev. 04-21)

**CERTIFICATE OF FORFEITURE OF REAL PROPERTY**

Issued under the authority of Public Act 206 of 1983; MCL 211.78g

On March 1, 2024 the following real property was forfeited to the **MACOMB**  
County Treasurer for **NON PAYMENT OF REAL PROPERTY TAXES** for the  
year(s) **2022**

If the 2022 taxes are not paid by March 31, 2025, absolute title to the property and any equity associated with an interest in the property will vest in the foreclosing governmental unit, as provided by MCL 211.78k. If the property is foreclosed and sold or transferred, MCL 211.78t provides that a party with an interest in the property at the time of a judgment of foreclosure may claim interest in any remaining proceeds following the sale or transfer.

Property ID No. 12-13-36-133-020	
Owner According to Tax Record ROBERTS GRACE	
Property Address 14217 MARSHALL WARREN MI	Amount for Which Property Forfeited \$ 1,292.91
Property Description HITCHMAN'S INDEPENDENCE PARK SUBDIVISION LOT 107	
Prepared by FRANK KRYCIA ASSISTANT CORPORATION COUNSEL ONE SOUTH MAIN - 8TH FLOOR MT CLEMENS MI 48043	Signature of County Treasurer  County Treasurer Name Printed LAWRENCE ROCCA

MACOMB,MI

Page 1 of 1

Printed on 5/29/2024 9:35:08 AM

Document: Document-Book.Page  
29536.854





January 13, 2025

**DEPARTMENT OF PUBLIC SERVICE**

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

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

Mindy Moore, Council Secretary

**RE: Resolution for 24134 Loretta (house and garage) Nuisance Abatement  
Confirmation of Special Assessment #538**

Honorable Council Secretary:

The approval of a resolution is necessary for collection proceedings relating to the removal of a house and garage at 24134 Loretta, which is under the nuisance abatement program.

Attached, please find the appropriate resolution for the confirmation of special assessment 538. Please place on the January 28, 2025 City Council Meeting.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Muzzarelli".

Dave Muzzarelli, Director  
Department of Public Service

Read and Concur,

A handwritten signature in black ink, appearing to read "Laura Silk".

Approved:

City Attorney's Office

1/15/25

Read and Concur,

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

Approved:

Lori M. Stone, Mayor

DM/al  
Building  
Treasurer  
Controllers  
City Clerk  
Assessor



**2nd SAR Nuisance Resolution**  
**24134 Loretta (13-29-177-022)**

**RESOLUTION**

A \_\_\_\_\_ Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, \_\_\_\_\_, at 7:00 p.m. Eastern \_\_\_\_\_ Time, in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmember: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_:

By resolution adopted \_\_\_\_\_, the City Council determined to levy a special assessment against the following described Property;

**Parcel No. (13-29-177-022) also known as 24134 Loretta**

The City Assessor has prepared a special assessment roll to Levy a special assessment against the Property indicated:



**PROPERTY**

**CHARGES**

Parcel No. 13-29-177-022 also known as 24134 Loretta

**\$21,002.50**

**LOT 146 – VICTOR HEIGHTS SUBDIVISION NO. 3, according to the plat thereof as recorded in Liber 42, Page 31 of Plats Macomb County Records.**

**Owner(s) Janice Garrett  
USAA Federal Savings Bank  
MSI LLC**

The special assessment roll has been certified by the City Assessor and filed with the City Clerk;

The City Clerk has given notice by certified mail on \_\_\_\_\_ to the owners of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the Property affected, and giving the property owners until the 28th day of January, 2025, for payment to be made;

Payment has not been made, and a public hearing having been held on January 28<sup>th</sup>, 2025, after notice of the hearing having been given to the Property owners, in the notice described above;

NOW, THEREFORE, IT IS RESOLVED, that the special assessment roll in the following amount and bearing the following roll number is hereby confirmed as presented by the City Assessor:

SPECIAL ASSESSMENT NO. 538 - \$21,002.50

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10 ) annual installments, the first installment(s) shall be



due on July 1, 2025, and the subsequent installment(s) shall be due on July 1 of each and every year thereafter, bearing interest at the rate of eight (8%) per cent per annum, commencing on August 1, 2025.

IT IS FURTHER RESOLVED, that the installments of the special assessment roll shall be collected in the manner required by the appropriate provisions of Chapter 33, of the Code of Ordinances of the City of Warren.

AYES: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

NAYS: Councilmember: \_\_\_\_\_  
\_\_\_\_\_

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

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

CERTIFICATION

STATE OF MICHIGAN    )  
                                  )SS.  
COUNTY OF MACOMB    )

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

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





ASSESSING DEPARTMENT  
ONE CITY SQUARE, SUITE 310  
WARREN, MI 48093-6726  
(586) 574-4532  
[www.cityofwarren.org](http://www.cityofwarren.org)

January 15, 2025

Mindy Moore  
Council Secretary  
Warren City Council

RE: Request to approve the updated/revised Poverty Application and a change of venue for the Assessing Board of Review meetings.

Dear Council Secretary Moore:

I am requesting the approval of the Poverty Application presented. The changes to the application are as follows:

- Update income levels that coincide with federal poverty standards.
- Streamlined application and elimination of duplication.
- Adjusted verbiage to minimize confusion for applicants requesting assistance.

Secondly, I would like to request a change of venue for all Boards of Review from the Van Dyke Conference Room on the 3<sup>rd</sup> Floor to the Warren Conference Center on the 1<sup>st</sup> Floor, for the following reasons:

- Ease of fulfilling the Open Meetings Act that permit adequate room to accommodate those that observe the boards of review.
- Safety of the Board Members and Assessing Staff, in the event evacuation is necessary.

I ask that your Honorable Body approve the requested revision of the Poverty Application and a change of venue for the Assessing Board of Review meetings.

Thank you for your consideration in this matter.

Sincerely,

Read and Concur:

F. Scott Miller  
Warren Assessor

Lori M. Stone  
Mayor of Warren

Attachment: Proposed Poverty Exemption Application





**Office of the  
Assessor**

One City Square, Suite 310  
Warren, Michigan 48093-2397  
Phone (586) 574-4532  
Fax (586) 574-0793

January 2, 2025

Dear Warren Property Owner:

Enclosed are the City of Warren's 2025 Poverty Exemption Guidelines and Application Form for persons requesting tax relief due to poverty under Section 211.7u, P.A. 206 of 1893 and P.A. 253 of 2020.

The enclosed application **MUST BE COMPLETED IN ITS ENTIRETY AND TIMELY FILED OR IT WILL NOT BE CONSIDERED.** Follow the instructions in the guidelines carefully and provide **ALL** of the documentation required. Applications and supporting documents must be filed with the City Assessor for review of completeness and eligibility compliance. Applicants, or their authorized representative, **must appear in person** before the Board of Review in order to be considered for relief due to poverty. Applicants who wish to send a representative to appear on their behalf must provide a **notarized Letter of Authorization**. The Representative will be required to present photo identification along with the letter.

It is recommended that you submit your application at your earliest opportunity in order to ensure that the Assessing Department has ample time to review your application for completeness and eligibility compliance. Additional documentation may be requested. Pursuant to MCL 211.7u (3), the final date to file an application for poverty exemption shall be, "*.....after January 1, but before the day prior to the last day of the Board of Review.*" Only timely filed applications will be presented to the Board of Review for consideration. During your appointment, the Board of Review will review your application and supporting documents and will make a decision as to your eligibility for relief based on the information filed.

The 2025 Board of Review will meet in the Conference Center on the 1<sup>st</sup> floor of City Hall. The meetings of the Board of Review are subject to the Open Meetings Act, which allows for public viewing of the appeal proceedings.

**For the tax year 2025, the meeting dates and filing deadlines are as follows:**

<b>March Board of Review</b>	<b>Meeting Dates: March 17, 18 &amp; 19, 2025</b> <b>Application Due by 5:00 p.m. on March 17, 2025*</b>
<b>July Board of Review</b>	<b>Meeting Date: July 22, 2025</b> <b>Application Due by 5:00 p.m. on July 18, 2025*</b>
<b>December Board of Review</b>	<b>Meeting Date: December 9, 2025</b> <b>Application Due by 5:00 p.m. on December 5, 2025*</b>

*\*Due dates subject to change if meeting dates are extended*

If you have any questions regarding the application, please contact the Assessor's Office at (586) 574-4532.



**CITY OF WARREN**  
**2025**  
**REAL PROPERTY TAX POVERTY EXEMPTION GUIDELINES FOR TAX**  
**RELIEF UNDER SECTION 211.7u, P.A. 206 of 1893 AND 253 OF 2020**

**The following guidelines were adopted by the Warren City Council on xx/xx/2025**

In order to qualify for the Poverty Exemption, the claimant must meet the requirements set forth in this application. It may be possible that a claimant meets the income standard for the Poverty Exemption, but does not meet the asset standard or other standards as set forth in these guidelines. In this instance, the claimant would **NOT** qualify for the exemption even though the income standard was met.

- Poverty Exemptions are intended to assist those who are in **temporary** financial hardship and are not intended as a permanent or continuous subsidy.
- Poverty Exemptions shall apply only to the applicant's qualified principal residence and the property must be classified residential for property tax purposes. Under no circumstances shall a Poverty Exemption be granted or apply to the property of a business, partnership, or corporation.
- The Assessing Staff will have the right to make a personal visit to the home of all applicants in each year that a poverty exemption is requested.
- The Board of Review may deny any application, regardless of income, if the financial hardship appears to be self-created by the actions of the person or persons making the application. The Board of Review shall also reject any application where the information contained in it appears fraudulent, misleading or incomplete. An application is considered incomplete when required supporting documents and information is not included with the application.

The Board of Review shall consider income from **all sources** and from **all occupants** of the household when determining whether an applicant meets the poverty income standards adopted by the City of Warren. Income includes:

- Money, wages, and salaries before deductions.
- Regular payments for social security, railroad retirement, unemployment and worker's compensation, veteran's payments and public assistance.
- Gifts, loans and contributions by all persons, whether living in the household or not.
- Alimony, child support, and military family allotments.
- Private pensions, governmental pensions, regular insurance or annuity payments, and inheritance payments.



**Asset Guidelines  
Used in the Determination of Poverty Exemptions for 2024**

As required by PA 390 of 1994, all guidelines for poverty exemptions as established by the governing body of the local assessing unit shall also include an asset level test. The purpose of an asset test is to determine the resources available (cash and fixed assets and property that could be converted to cash) that could be used to pay property taxes in the year the poverty exemption is filed.

To be eligible for exemption based on asset level, or other standards, the following requirements must be met:

1. The total value of liquid assets such as savings accounts, checking accounts, certificates of deposit, all investments, stocks, bonds, inheritances, life insurance policies, interest earnings/dividends, retirement funds **from all household members** cannot exceed \$7,500.
2. Applicants must not own interest in any other real estate other than their principle residence.
3. The principle residence and the lowest valued automobile are exempt from the asset test.
4. The total value of fixed assets shall not exceed \$35,000. Fixed assets include but are not limited to: Household automobiles, recreational vehicles including; snowmobiles, boats, jet skis, camping trailers, travel trailers, motorcycles, motor homes, off-road vehicles, or anything else which may be considered a recreational vehicle.

**FEDERAL POVERTY INCOME STANDARDS FOR TAX YEAR 2025**

The following are the federal poverty income standards, which are updated annually by the United States Department of Health and Human Services, for the 2025 tax year.

<b>Household Size</b>	<b>Federal Limit</b>	<b>Adjusted Annual Household Limit</b>
1	\$15,060	\$18,825
2	\$20,440	\$25,550
3	\$25,820	\$32,275
4	\$31,200	\$39,000
5	\$36,580	\$45,725
6	\$41,960	\$52,450
7	\$47,340	\$59,175
8	\$52,720	\$65,900
+1	\$5,380	\$6,725



## Application for MCL 211.7u Poverty Exemption

This form is issued under the authority of the General Property Tax Act, Public Act 206 of 1893, MCL 211.7u.

MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893, provides a property tax exemption for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges. This application is to be used to apply for the exemption and must be filed with the Board of Review where the property is located. This application may be submitted to the city or township the property is located in each year on or after January 1.

**To be considered complete, this application must:** 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

<b>PART 1: PERSONAL INFORMATION —</b> Petitioner must list all required personal information.					
Petitioner's Name				Daytime Phone Number	
Age of Petitioner	Marital Status		Age of Spouse	Number of Legal Dependents	
Property Address of Principal Residence			City	State	ZIP Code
Check if applied for Homestead Property Tax Credit _____			Amount of Homestead Property Tax Credit		
<b>PART 2: REAL ESTATE INFORMATION</b>					
List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.					
Property Parcel Code Number			Name of Mortgage Company		
Unpaid Balance Owed on Principal Residence		Monthly Payment		Length of Time at this Residence	
Property Description					
<b>PART 3: ADDITIONAL PROPERTY INFORMATION</b>					
List information related to any other property owned by you or any member residing in the household.					
_____ Check if you own or are buying other property. If checked, complete the information below.				Amount of Income Earned from other Property	
1	Property Address		City	State	ZIP Code
	Name of Owner(s)		Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid
2	Property Address		City	State	ZIP Code
	Name of Owner(s)		Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid



**PART 4: EMPLOYMENT INFORMATION** — List your current employment information.

Name of Employer

Address of Employer

City

State

ZIP Code

Contact Person

Employer Telephone Number

**PART 5: INCOME SOURCES**

List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRAs (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

**PART 6: CHECKING, SAVINGS AND INVESTMENT INFORMATION**

List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment

**PART 7: LIFE INSURANCE** — List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payments	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

**PART 8: MOTOR VEHICLE INFORMATION**

All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make & Model	Year & Mileage	Monthly Payment	Balance Owed

Continue on Page 3



**PART 9: HOUSEHOLD OCCUPANTS** — List all persons living in the household.

First and Last Name	Age	Relationship to Applicant	Place of Employment	\$ Contribution to Family Income

**PART 10: PERSONAL DEBT** — List all personal debt for all household members.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

**PART 11: MONTHLY EXPENSE INFORMATION**

The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating	Electric	Water	Phone
Cable	Food	Clothing	Health Insurance
Garbage	Daycare	Car Expense (gas, repair, etc.)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	

Continue and sign on Page 4



**NOTICE:** Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year must be submitted with this application. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year.

#### **PART 11: POLICY AND GUIDELINES ACKNOWLEDGMENT**

The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under MCL 211.7u. In order to be eligible for the exemption, the applicant must meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit so long as the alternative guidelines do not provide income eligibility requirements less than the federal guidelines. The policy and guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets. The combined assets of all persons must not exceed the limits set forth in the guidelines adopted by the local assessing unit.

☐ The applicant has reviewed the applicable policy and guidelines adopted by the city or township, including the specific income and asset levels of the claimant and total household income and assets.

#### **PART 12: CERTIFICATION**

I hereby certify to the best of my knowledge that the information provided in this form is complete, accurate and I am eligible for the exemption from property taxes pursuant to Michigan Compiled Law, Section 211.7u.

Printed Name	Signature	Date

**This application shall be filed after January 1, but before the day prior to the last day of the local unit's December Board of Review.**

**Decision of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. A July or December Board of Review decision may be appealed to the Michigan Tax Tribunal by petition within 35 days of decision. A copy of the Board of Review decision must be included with the petition.**

Michigan Tax Tribunal  
PO Box 30232  
Lansing MI 48909

Phone: 517-335-9760  
E-mail: [taxtrib@michigan.gov](mailto:taxtrib@michigan.gov)



# Supporting Questions for Poverty Application 2025

*Please answer the following questions in their entirety*

## Additional Assistance & Income

Do you receive assistance or are household expenses paid for by **any other person** not listed in this application? Yes \_\_\_\_ No \_\_\_\_

- If **yes**, please provide a letter from the party including what is paid, when and amount of assistance.

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

Relationship: \_\_\_\_\_

Has your income significantly changed in the last year? Yes \_\_\_\_ No \_\_\_\_

- If **yes**, please explain

\_\_\_\_\_

\_\_\_\_\_

Have you or your spouse sold any interest in real estate in the last 2 years? Yes \_\_\_\_ No \_\_\_\_

- If **yes**, please provide complete address(es), date sold & sale price:

\_\_\_\_\_

\_\_\_\_\_

## Property

Are you and/or your spouse the sole owners of the property? Yes \_\_\_\_ No \_\_\_\_

- If **no**, list all owners and their percentage of ownership.

\_\_\_\_\_

\_\_\_\_\_

Is the principal residence paid in full? Yes \_\_\_\_ No \_\_\_\_

Do you owe any delinquent mortgage payments? Yes \_\_\_\_ No \_\_\_\_

- If **yes**, amount \_\_\_\_\_

Do you owe any delinquent taxes? Yes \_\_\_\_ No \_\_\_\_

- If **yes**, please list the year(s) and amount(s) \_\_\_\_\_

Have any improvements, changes or additions been made to the property in the last two (2) years? Yes \_\_\_\_ No \_\_\_\_

- If **yes**, please explain

\_\_\_\_\_

\_\_\_\_\_

Are there any changes or additions that need to be made to the property? Yes \_\_\_\_ No \_\_\_\_

- If **yes**, please explain

\_\_\_\_\_

\_\_\_\_\_

## Household Resources

		Monthly amount
Does your household receive food stamps?	Yes ____ No ____	\$ _____
Does your household receive WIC?	Yes ____ No ____	\$ _____
Does your household receive school lunches?	Yes ____ No ____	\$ _____
Does your household receive utility assistance?	Yes ____ No ____	\$ _____



Yes \_\_\_\_\_ No \_\_\_\_\_

- \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_

- |  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 | 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 | 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 | 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 | 467 | 468 | 469 | 470 | 471 | 472 | 473 | 474 | 475 | 476 | 477 | 478 | 479 | 480 | 481 | 482 | 483 | 484 | 485 | 486 | 487 | 488 | 489 | 490 | 491 | 492 | 493 | 494 | 495 | 496 | 497 | 498 | 499 | 500 | 501 | 502 | 503 | 504 | 505 | 506 | 507 | 508 | 509 | 510 | 511 | 512 | 513 | 514 | 515 | 516 | 517 | 518 | 519 | 520 | 521 | 522 | 523 | 52 |
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Yes            No           

- 

Yes \_\_\_\_\_ No \_\_\_\_\_

- \_\_\_\_\_

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.



## Applicant Certification

Please initial EACH applicable statement.

\_\_\_\_\_ I acknowledge that the statements contained in this application are true to the best of my knowledge.

\_\_\_\_\_ I understand that this application will be denied or revoked, regardless of income, if the financial hardship appears to be self-created by the actions of the person or persons making the application. The Board of Review shall also reject any application where the information contained in it appears fraudulent, misleading or incomplete. An application is considered incomplete when required supporting documents and information is not included with the application.

\_\_\_\_\_ I understand this application for exemption is for the tax year of 2025.

\_\_\_\_\_ I have received a copy of and understand the Poverty Exemption Guidelines.

\_\_\_\_\_ I hereby authorize the City of Warren Assessing Department to verify and or obtain information from any creditor, financial institution, government agency, insurance company or any other organization necessary for the purpose of this application of poverty exemption.

\_\_\_\_\_ I certify that I did not file a State or Federal Income Tax Return (1040 or MI 1040) or in the year 2024 due to being exempt from filing, and have attached an Income Tax Exemption Affidavit for each person residing in the residence who was not required to file in the year 2024. If yes, you must also fill out the attached "Poverty Exemption Affidavit" (Form 4988).

Applicant Signature \_\_\_\_\_ Date: \_\_\_\_\_

Spouse Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name of Preparer if other than applicant: \_\_\_\_\_  
(Please Print)

This application and supporting documents must be returned to:

**City of Warren, Assessors Office**  
**One City Square**  
**Warren, MI 48093**

**Attn: Board of Review**



## Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1893; MCL 211.7u.

**INSTRUCTIONS:** When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, \_\_\_\_\_, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Making Affidavit

\_\_\_\_\_  
Date



## You've found your dream house. Are your credit reports ready?

People with good credit should check their credit reports too. Regular checks ensure the information stays accurate. Your good credit will be ready when you need it.

Learn what to look for

PAUSE

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GOOD CREDIT

DON'T BE FOOLED

MORE THAN A SCORE

NOT LIKE THE OTHERS



### Your credit reports matter.

- Credit reports may affect your mortgage rates, credit card approvals, apartment requests, or even your job application.
- Reviewing credit reports helps you catch signs of identity theft early.

Request your free credit reports

### FREE Credit Reports. Federal law allows you to:

- Get a free copy of your credit report every 12 months from each credit reporting company.
- Ensure that the information on all of your credit reports is correct and up to date.

### BROUGHT TO YOU BY

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## Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty

This form is issued under the authority of Public Act 253 of 2020. This form is to be used to affirm ownership, occupancy, and income status. MCL 211.7u(2) provides that, to be eligible for exemption under this section, a person shall, subject to subsection (6) and (8), annually affirm that the applicant owns and occupies, as a principal residence, the property for which an exemption is requested.

<b>PART 1: OWNER INFORMATION — Enter information for the person owning and occupying the residence.</b>			
Owner Name		Owner Telephone Number	
Mailing Address	City	State	ZIP Code
<b>PART 2: LEGAL DESIGNEE INFORMATION (Complete if applicable.)</b>			
Legal Designee Name		Daytime Telephone Number	
Mailing Address	City	State	ZIP Code
<b>PART 3: HOMESTEAD PROPERTY INFORMATION — Enter information for property in which the exemption is being claimed.</b>			
City or Township (check the appropriate box and enter name) <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		County	
Name of Local School District			
Parcel Identification Number		Year(s) Exemption Previously Granted by Board of Review	
Homestead Property Address	City	State	ZIP Code
<b>PART 4: AFFIRMATION OF OWNERSHIP, OCCUPANCY, AND INCOME STATUS (Check all boxes that apply.)</b>			
<input type="checkbox"/> I own the property in which the exemption is being claimed.			
<input type="checkbox"/> The property in which the exemption is being claimed is used as my homestead. Homestead is generally defined as any dwelling with its land and buildings where a family makes its home.			
<input type="checkbox"/> After establishing initial eligibility for the exemption, my income and asset status has remained unchanged and/or I receive a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation, such as federal Supplemental Security Income or Social Security disability or retirement benefits.			
<b>PART 5: CERTIFICATION</b>			
I hereby certify to the best of my knowledge that the information provided on this form is true and I am eligible to receive an exemption from property taxes by reason of poverty pursuant to Michigan Compiled Law, Section 211.7u.			
Owner or Legal Designee Name (print)		Signature of Owner or Legal Designee	
		Date	
Designee must attach a letter of authority.			
<b>LOCAL GOVERNMENT USE ONLY (DO NOT WRITE BELOW THIS LINE)</b>			
Approved		Denied (Attach appeal instructions and provide to owner.)	
		Tax Year(s) exemption will be posted to tax roll	
CERTIFICATION — I certify that, to the best of my knowledge, the information contained in this form is complete and accurate.			
Assessor Signature		Date Certified by Assessor	





January 9, 2025

**CITY ATTORNEY'S OFFICE**

One City Square, Suite 400

WARREN, MI 48093

(586) 574-4671

FAX (586) 574-4530

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

Ms. Mindy Moore  
Council Secretary

**Re: Proposed Resolution Authorizing Quit Claim Deed to City of Warren  
Downtown Development Authority for Real Property at 30637  
Schoenherr, Warren, Michigan; Parcel ID No. 13-11-229-038**

Dear Secretary Moore:

Attached please find a proposed resolution to transfer title to 30637 Schoenherr to the City of Warren Downtown Development Authority (DDA), to provide for common ownership of the new fire building site, known as Fire Station #5.

Fire Station #5 is under construction on a site comprised of three parcels; two parcels are owned by the DDA, known as 30601 and 30619 Schoenherr, and the one is owned by the City of Warren at 30637 Schoenherr. To legally combine the parcels, the Planning Department requires that all three parcels have common ownership. We are recommending the transfer to the DDA, to establish its title to the entire construction site, since the DDA contracted for the building construction. Upon completion of the fire building, the site may be conveyed to the City of Warren, if desired.

The propose deed makes the transfer subject to completion of the fire building, and the rights of the City of Warren to conduct its operations upon the property.

If acceptable, please forward the proposed resolution to Council for the meeting on January 28, 2025.

Respectfully,

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

Mary Michaels  
Acting City Attorney

Approved:

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

Lori M. Stone  
Mayor

cc: Wilburt McAdams, Fire Commissioner  
Tom Bommarito, DDA Director  
Ronald F. Wuerth, Planning Director  
Amanda Mika, Assistant Planner



**RESOLUTION APPROVING CONVEYANCE OF  
30637 SCHOENHERR RD. TO THE  
CITY OF WARREN DOWNTOWN DEVELOPMENT AUTHORITY**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on January 28, 2025, at 7:00 p.m. \_\_\_\_\_ Time Savings Time, in the Council Chamber at the Warren Community Center Auditorium, located at 5460 Arden, Warren, Michigan.

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

---

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

On or about October 19, 2023, the City of Warren Downtown Development Authority entered into an agreement for the construction of two fire buildings, known as Fire Station #1 at Civic Center South on Van Dyke Avenue and Fire Station # 5 on Schoenherr near 13 Mile Road.

Fire Station #5 is located upon two parcels at 30601 and 30619 Schoenherr, which are owned by the City of Warren Downtown Development Authority, and a third parcel at 30637 Schoenherr, Warren, Michigan, owned by the City of Warren

In order to combine the parcels, the Planning Director is requiring common ownership of all parcels.

Since the DDA holds the fire building construction contract, the transfer of 30637 Schoenherr to the DDA would support the combination and give the DDA title the entire site during construction. Upon completion, the site may be transferred to the City, if desired.

THEREFORE, IT IS RESOLVED, that the City of Warren authorizes the transfer of its interest to the City of Warren Downtown Development Authority property in the City of Warren, State of Michigan, legally described as:

Lot 26 of Priehs Gardens Estates, as recorded in Liber 23, Page 47, Macomb County Records  
Commonly known as 30637 Schoenherr

IT IS FURTHER RESOLVED, that such conveyance is subject to the completion of the construction of the fire building, and right of the City of Warren to conduct its municipal operations upon such property.



IT IS FURTHER RESOLVED, that the Mayor and Clerk are authorized to execute a quit claim deed to transfer the City's interest in the property to the DDA, consistent with this resolution and in such form that meets with the satisfaction of the City Attorney.

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

**NAYES:** Councilmembers \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED THIS 28th day of January, 2025.**

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

**CERTIFICATION**

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF MACOMB    )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Warren at its meeting held on January 28, 2025.

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



### QUIT CLAIM DEED

On \_\_\_\_\_, 2025, the City of Warren, a Michigan municipal corporation, whose address is One City Square, Warren, MI 48093,

Quit Claims to the City of Warren Downtown Development Authority, a Michigan municipal corporation, whose address is One City Square, Warren, Michigan, its interest in the following real property situated in the City of Warren, County of Macomb, and State of Michigan, described as:

Lot 26 of Priehs Gardens Estates, according to the plat thereof as recorded in Liber 23,  
Page 47, Macomb County Records.  
Parcel Identification No. 13-11-229-038  
Commonly known as: 30637 Schoenherr

for consideration in the amount of ONE and 00/100 DOLLARS (\$1.00) and other good and valuable consideration, receipt of which is acknowledged, and subject to easements, restrictions of record, and the following:

1. Legal combination of the property with parcels at 30601 and 30619 Schoenherr, Warren, Michigan;
2. Construction of fire building; and
3. Reservation of the right of the City of Warren to manage affairs and conduct fire operations upon such property

CITY OF WARREN, a Michigan municipal corporation:

By: \_\_\_\_\_  
Lori M. Stone, Mayor

By: \_\_\_\_\_  
Sonja Buffa, City Clerk

STATE OF MICHIGAN )  
COUNTY OF MACOMB )

Acknowledged before me on \_\_\_\_\_, 2025 in Macomb County, Michigan, by Lori M. Stone, Mayor, and Sonja Buffa, City Clerk of the City of Warren, on behalf of Grantor.

\_\_\_\_\_, Macomb County, Michigan  
My commission expires: \_\_\_\_\_

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

Send subsequent tax bills to: Grantee  
Tax ID Number: 12-13-11-229-038  
State Transfer Tax: EXEMPT pursuant to MCL 207.526 (h)(i)  
County Transfer Tax: EXEMPT pursuant to MCL 207.505 (h)(i)



**30637 SCHOENHERR WARREN, MI 48088-6855** (Property Address)

Parcel Number: 12-13-11-229-038



Item 1 of 2

1 Image / 1 Sketch

**Customer Name:** CITY OF WARREN**Summary Information**

- > Commercial/Industrial Building Summary
  - Yr Built: 1951
  - # of Buildings: 2
  - Total Sq.Ft.: N/A
- > Assessed Value: \$0 | Taxable Value: \$0
- > Property Tax information found
- > 1 Special Assessment found
- > 8 Building Department records found

**Owner and Taxpayer Information**

<b>Owner</b>	CITY OF WARREN 1 CITY SQUARE WARREN, MI 48093	<b>Taxpayer</b>	SEE OWNER INFORMATION
--------------	---	-----------------	-----------------------

**General Information for Tax Year 2024**

<b>Property Class</b>	202 COMMERCIAL-VACANT	<b>Unit</b>	12 CITY OF WARREN
<b>School District</b>	WARREN WOODS PUBLIC SCHOOLS	<b>Assessed Value</b>	\$0
<b>NOTES</b>	No Data to Display	<b>Taxable Value</b>	\$0
<b>User Number Index</b>	0	<b>State Equalized Value</b>	\$0
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	11/10/2020
<b>User Alpha 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	Not Available	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available	<b>Exemption</b>	No Data to Display

**Principal Residence Exemption Information****Homestead Date** 03/01/1994

Principal Residence Exemption	June 1st	Final
2024	0.0000 %	0.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2023	\$0	\$0	\$0
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0

**Land Information**

<b>Zoning Code</b>	O	<b>Total Acres</b>	0.713
<b>Land Value</b>	\$0	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	No Data to Display
<b>ECF Neighborhood</b>	CVA20 VACANT	<b>Mortgage Code</b>	No Data to Display
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

**Legal Description**

"PRIEHS GARDENS ESTATES" LOT 26 L.23 P.47

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

## Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
10/08/2020	\$55,973.00	QC	MACOMB CO TREASURER	CITY OF WARREN	13-GOVERNMENT	27057/7666
02/12/2016	\$80,000.00	WD	KIESGEN GREGORY L	SODALITY PROPERTY HOLDINGS LLC	03-ARM'S LENGTH	23884/614
09/10/2015	\$36,000.00	OTH	HUNTINGTON NATIONAL BANK	KIESGEN GREGORY L	33-TO BE DETERMINED	23652/559
02/22/2015	\$0.00	OTH	SLISINGER JOSEPH	HUNTINGTON NATIONAL BANK	33-TO BE DETERMINED	
08/22/2014	\$27,000.00	SD	SLISINGER JOSEPH F	HUNTINGTON NATIONAL BANK	10-FORECLOSURE	23002/290

## Building Information - 0 sq ft Office Buildings (Commercial)

<b>Floor Area</b>	0 sq ft	<b>Estimated TCV</b>	<i>Not Available</i>
<b>Occupancy</b>	Office Buildings	<b>Class</b>	C
<b>Stories Above Ground</b>	1	<b>Average Story Height</b>	8 ft
<b>Basement Wall Height</b>	<i>Not Available</i>	<b>Identical Units</b>	<i>Not Available</i>
<b>Year Built</b>	1951	<b>Year Remodeled</b>	1975
<b>Percent Complete</b>	100%	<b>Heat</b>	Package Heating & Cooling
<b>Physical Percent Good</b>	40%	<b>Functional Percent Good</b>	85%
<b>Economic Percent Good</b>	100%	<b>Effective Age</b>	45 yrs

## Building Information - 0 sq ft Sheds - Equipment 4 Wall Building (Commercial)

<b>Floor Area</b>	0 sq ft	<b>Estimated TCV</b>	<i>Not Available</i>
<b>Occupancy</b>	Sheds - Equipment 4 Wall Building	<b>Class</b>	C
<b>Stories Above Ground</b>	1	<b>Average Story Height</b>	8 ft
<b>Basement Wall Height</b>	<i>Not Available</i>	<b>Identical Units</b>	<i>Not Available</i>
<b>Year Built</b>	1951	<b>Year Remodeled</b>	<i>No Data to Display</i>
<b>Percent Complete</b>	100%	<b>Heat</b>	Space Heaters, Gas with Fan
<b>Physical Percent Good</b>	35%	<b>Functional Percent Good</b>	100%
<b>Economic Percent Good</b>	100%	<b>Effective Age</b>	40 yrs

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**30601 SCHOENHERR** WARREN, MI 48088 (Property Address)

Parcel Number: 12-13-11-229-040



Item 1 of 3

3 Images / 0 Sketches

**Customer Name:** CITY OF WARREN DOWNTOWN**Summary Information**

&gt; Assessed Value: \$0 | Taxable Value: \$0

&gt; Property Tax information found

**Owner and Taxpayer Information****Owner**CITY OF WARREN DOWNTOWN Taxpayer  
ONE CITY SQUARE STE 425  
WARREN, MI 48093

SEE OWNER INFORMATION

**General Information for Tax Year 2024**

<b>Property Class</b>	401 RESIDENTIAL-IMPROVED	<b>Unit</b>	12 CITY OF WARREN
<b>School District</b>	WARREN WOODS PUBLIC SCHOOLS	<b>Assessed Value</b>	\$0
<b>NOTES</b>	No Data to Display	<b>Taxable Value</b>	\$0
<b>User Number Index</b>	0	<b>State Equalized Value</b>	\$0
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	04/24/2023
<b>User Alpha 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	Not Available	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available	<b>Exemption</b>	No Data to Display

**Principal Residence Exemption Information****Homestead Date** 11/07/2005

Principal Residence Exemption	June 1st	Final
2024	0.0000 %	0.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2023	\$0	\$0	\$0
2022	\$90,670	\$90,670	\$55,577
2021	\$83,610	\$83,610	\$53,802

**Land Information**

<b>Zoning Code</b>	O	<b>Total Acres</b>	0.423
<b>Land Value</b>	\$0	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	No Data to Display
<b>ECF Neighborhood</b>	Exempt Property	<b>Mortgage Code</b>	No Data to Display
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
Lot 1	70.00 ft	263.00 ft
<b>Total Frontage: 70.00 ft</b>		<b>Average Depth: 263.00 ft</b>

**Legal Description**

"PRIEHS GARDENS ESTATES" N 10 FT LOT 23 &amp; ALL LOT 24 L.23 P.47

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

### Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
11/17/2022	\$250,000.00	WD	PIETRZYK MICHELLE	CITY OF WARREN DOWNTOWN	13-GOVERNMENT	28935/190
10/18/2005	\$1.00	QC	PIETRZYK MICHELLE	Kleinow Geoffrey	33-TO BE DETERMINED	not recorded
05/04/2005	\$165,000.00	PTA	TOBIN PATRICK	Pietrzyk Michelle	33-TO BE DETERMINED	
06/29/1993	\$70,000.00	WD	PATRICK SANKUER	PATRICK & B TOBIN	03-ARM'S LENGTH	5939/693

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**30619 SCHOENHERR WARREN, MI 48088** (Property Address)

Parcel Number: 12-13-11-229-039



Item 1 of 4    4 Images / 0 Sketches

**Customer Name:** CITY OF WARREN DOWNTOWN**Summary Information**

- > Assessed Value: \$0 | Taxable Value: \$0
- > 29 Building Department records found
- > Property Tax information found

**Owner and Taxpayer Information****Owner**

CITY OF WARREN DOWNTOWN Taxpayer  
ONE CITY SQUARE STE 425  
WARREN, MI 48093

SEE OWNER INFORMATION

**General Information for Tax Year 2024**

<b>Property Class</b>	401 RESIDENTIAL-IMPROVED	<b>Unit</b>	12 CITY OF WARREN
<b>School District</b>	WARREN WOODS PUBLIC SCHOOLS	<b>Assessed Value</b>	\$0
<b>NOTES</b>	FIRE STATION # 5	<b>Taxable Value</b>	\$0
<b>User Number Index</b>	0	<b>State Equalized Value</b>	\$0
<b>User Alpha 1</b>	Not Available	<b>Date of Last Name Change</b>	04/24/2023
<b>User Alpha 3</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	Not Available	<b>Census Block Group</b>	Not Available
<b>User Alpha 2</b>	Not Available	<b>Exemption</b>	No Data to Display

**Principal Residence Exemption Information****Homestead Date** 01/07/1997

Principal Residence Exemption	June 1st	Final
2024	0.0000 %	0.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2023	\$0	\$0	\$0
2022	\$89,750	\$89,750	\$57,064
2021	\$83,110	\$83,110	\$55,242

**Land Information**

<b>Zoning Code</b>	R-1-C	<b>Total Acres</b>	0.453
<b>Land Value</b>	\$0	<b>Land Improvements</b>	\$0
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	No Data to Display
<b>ECF Neighborhood</b>	Exempt Property	<b>Mortgage Code</b>	No Data to Display
<b>Lot Dimensions/Comments</b>	Not Available	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
Lot 1	87.00 ft	227.00 ft
<b>Total Frontage: 87.00 ft</b>		<b>Average Depth: 227.00 ft</b>

**Legal Description**

"PRIEHS GARDENS ESTATES" LOT 25 L.23 P.47

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

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
11/17/2022	\$250,000.00	WD	CONFLITTI RICHARD	CITY OF WARREN DOWNTOWN	13-GOVERNMENT	28935/178
08/03/1998	\$104,400.00	WD	Steve Groves	Richard Conflitti	03-ARM'S LENGTH	8277/580

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CITY CONTROLLER'S OFFICE  
ONE CITY SQUARE, SUITE 425  
WARREN, MI 48093-5289  
PHONE (586) 574-4600  
FAX (586) 574-4614  
[www.cityofwarren.org](http://www.cityofwarren.org)

DATE: JANUARY 13, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO INCREASE AWARD AMOUNT FOR PROPERTY TAX APPEAL  
ATTORNEY SERVICES; RFP-W-0239

The Purchasing Division concurs with the City Assessor and recommends that City Council approve contract extensions through September 14, 2030 and to approve an increase of award for providing Property Tax Appeal Attorney Services from an annual not to exceed amount of \$100,000.00 to an annual not to exceed amount of \$175,000.00, for the remaining terms of the agreement with Hallahan & Associates, P.C., 1750 S. Telegraph Road, Suite 202, Bloomfield Hills, MI 48302.

If approved by your honorable body, the not to exceed amount of \$175,000.00 will be applied to each of the following annual periods of the agreement:

9-15-24 through 9-14-25	9-15-27 through 9-14-28
9-15-25 through 9-14-26	9-15-28 through 9-14-29
9-15-26 through 9-14-27	9-15-29 through 9-14-30

On September 8, 2020, City Council approved an award to Hallahan & Associates for a three year period with options to extend for three additional two-year periods, followed by on final option to extend for a one-year period. This recommendation before you today is to increase the annual award and to extend the award through September 14, 2030.

Hallahan & Associates provides attorney services in response to tax appeals regarding commercial, industrial and personal property, including specifically, matters before the Michigan Tax Tribunal (MTT).

The firm assists the City Assessing Department and the City Attorney in the handling and responding to such appeals, including preparation of pleadings, retention and use of expert witnesses including professional appraisers, discovery, hearings before the MTT and appeals from the MTT. The firm works with the City Assessing Department and the City Attorney's Office who will do preparation and workup where possible, as determined by the City of Warren.

Please see the Assessor's recommendation letter for more details.

Funds for this purchase are available in the following Professional Services Account, 101-1209-82602 contingent upon the approval of a concurrent budget amendment.

If approved, the Attorney's office will execute an amendment to the attached contract to satisfy the approved changes.



Respectfully Submitted,



Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1/17/2025
Controller:		1/17/2025
MAYOR:		1/22/2025







**Tax Attorney Legal Services Agreement  
between the City of Warren and Hallahan & Associates, P.C.**

This Agreement (Agreement) is entered into on October 14, 2020, between the City of Warren, a Michigan municipal corporation, (the City), whose address is One City Square, Warren, MI 48093, and Hallahan and Associate, P.C., a Michigan professional corporation, (the Attorney), with a registered address at 1750 S. Telegraph Rd., Suite 202, Bloomfield Hills, Michigan 48032.

**PREAMBLE**

The City of Warren (the City) desires to engage the services of Hallahan & Associates (the Attorney) to provide legal services in connection with property tax appeals in the Michigan Tax Tribunal, on an as-needed basis, in accordance with the scope of services described or referenced in this document.

The City requested proposals from lawyers and/or law firms under RFP-W-0239 entitled Furnish Property Tax Attorney Services for the City of Warren.

The Attorney has submitted the Proposal as attached, and in reliance upon, the Proposal, discussions and negotiations, the City is willing to retain the services of the Attorney in accordance with this Agreement.

THEREFORE, in consideration of the mutual promises of the parties, as stated in this agreement, the City of Warren and Hallahan & Associates, P.C. agree as follows:

**ARTICLE 1 - SCOPE OF SERVICES**

The Attorney will provide legal services and representation to the City of Warren in certain property tax appeals in the Michigan Tax Tribunal, on an as-needed basis, in accordance with the terms of this Agreement, RFP-W-0239, Attorney's Proposal in response RFP-W-0239, and all clarifications, addenda, supplements, to RFP-W-0239 (collectively, the RFP). In the event of any direct conflict between a term of this Agreement and the RFP, the term of this Agreement will prevail.

Attorney will provide legal defense to the City only on such matters referred by the City's City Assessor. Attorney will provide prompt updates to the Assessor on the progress on the cases, and to respond in prompt manner to inquiries and requests of the Assessor. This contract is non-exclusive and the Assessor reserves the right to assign cases to in-house counsel or to assign cases for co-representation to Attorney and in-house attorney of the City.

The Attorney will designate the personal services of Laura Hallahan to provide legal services under this Agreement. Any changes to the attorney must be approved in advance by the City's Assessor, and otherwise be a member of the Attorney firm. Attorney may designate an associate within its firm to assist with the representation under this Agreement, provided, however, such association works under supervision of the named principal.



The Attorney may not employ experts or investigators without the prior written consent of the Assessor.

No settlement of any nature will be made on any tax appeal without the prior approval and written consent of the Assessor.

Representation services will be limited to defense of and/or consultation with the City in connection with the property tax appeals before the Michigan Tax Tribunal, or appeals from those cases, as may be referred from time to time by the City Assessor.

The Attorney agrees to provide consultation, as needed, to the Warren City Attorney's Office on cases handled in-house, and to the City's appraisers in connection with the preparation of valuation disclosures and other submissions to the Michigan Tax Tribunal, and to the City's experts and outside appraisers.

During the term of this Agreement, and any renewal term, no member or associate of Attorney shall file any claim or suit against the City of Warren, nor any affiliated board or commission of the City, on behalf of any person or organization, either by Attorney nor in concert with another attorney.

During all times, Attorney and any associate or employee providing services shall be fully licensed by the State of Michigan, and all services must be provided in accordance with all laws, regulations, and codes of professional conduct.

## **ARTICLE II - THE TERM**

This Agreement will become effective on September 15, 2020, and shall continue in effect from that date for a period of three (3) years. This Agreement may be extended for up to three (3) additional two (2) year periods, followed by one final extension period of one (1) year. Any extension shall be mutually agreed to by both parties and have the approval of City Council. The City reserves the right to terminate this Contract in accordance with the RFP document.

## **ARTICLE III - THE CONTRACT AMOUNT**

3.1. Monthly Invoices. Payment for the services shall be made on a monthly basis, and based on the hourly rates provided in the RFP, plus Reimbursable expenses. Invoices shall be submitted by the end of the month with proper documentation detailing the charges by case:

- a. Dates of service
- b. Person providing service
- c. Hours rendered
- d. Billing rate
- e. Number of hours performed per task
- f. Description of services performed
- g. Total dollar amount for each category and a breakdown of the time incurred, services provided, and an itemization of the reimbursable



expenses. No out-of-town lodging and meals is allowed except with the prior permission of the Assessor.

- 3.1.1 Notwithstanding the RFP, the Attorney may be entitled to a rate increase of \$5.00 an hour, effective on the first anniversary of this Contract and upon each renewal term thereafter. Such increase will apply to the Principal, Lead Attorney and Associate Attorney and not to the other staff categories listed in section 32 of the RFP.

Attorney is responsible for computing the increase on the invoice. The rate increase will apply to the most recent hourly rate in effect. In the event Attorney waives the increase for any given year or renewal period, no retroactive adjustment will be allowed. Attorney is responsible for accounting for the increases on the invoices, as applicable, and the failure to do so is deemed a waiver for the affected billing period, and will not result in a retroactive adjustment. The City will honor amended invoices that reflect the rate increase so long as they are submitted promptly and prior to the commencing the process for paying the invoice.

- 3.1.2 Attorney is entitled to reimbursement of costs and expenses incurred in defense of the City cases. Attorney may add to the invoices an administrative fee of two percent (2%) of each monthly bill, accounting for all postage, copying, research and phone and data charges and other monthly standard costs of litigation. In addition, Attorney is entitled to reimbursement of "Reimbursable Expenses" which consist of expert witness fees, lodging, mileage, appraisals by an outside appraiser, provided, however, Reimbursable Expenses must be approved in advance by the Assessor.

3.2 It is understood that the total annual amount shall not exceed \$100,000, including reimbursable expenses and administrative costs, except with approval of the City.

- 3.3. **Time for Payment.** The City shall remit payment for services rendered within forty-five (45) days after receipt of itemized billing and verification of work completed. Time shall be computed from the date of complete delivery of services as specified, or from receipt of corrected invoices, whichever is later.

- 3.4 **Submittal.** Invoices shall be submitted to:  
City of Warren --Jennifer Czieszperger  
City Assessor  
One City Square  
Warren, MI 48093  
jczeiszperger@cityofwarren.org

- 3.5 **Remain in effect.** The price paid as compensation for the services to be provided under this Contract shall remain in effect for the term of the Contract and all agreed upon extensions, except for increases as stated above.



#### ARTICLE IV - INSURANCE

- 4.1. The Attorney shall provide the City with certificates of all insurance required evidencing the required coverage at the time of the execution of the Contract. The policies shall name the Attorney as an insured and the City of Warren, City of Warren Downtown Development Authority, City of Warren building Authority, City of Warren Tax Increment Finance Authority, 37th District court, and all elected and appointed officials, employees and volunteers as individuals acting within the scope of their authority as an additionally insured.
- 4.2. All policies shall be endorsed to provide that the insurer shall give written notice to the City at least thirty (30) days in advance of any cancellation or expiration of the policy. The Attorney shall provide the City with written notice of any material change to any policy immediately upon receipt of notice of such material change. The Attorney shall provide the City with copies of policies required by the Contract. In the event that the Contract is extended beyond its original term, the Attorney shall continue the required insurance coverage in effect during any extended term of the Contract.
- 4.3. The Attorney shall maintain at its expense during the term of the Contract the following insurance:
  - a. Workers Compensation Insurance for employees which meets Michigan's statutory limits. The Contractor shall require the same Workers Compensation Insurance from any subcontractor retained by it to render any of the services;
  - b. Comprehensive Motor Vehicle Liability Insurance covering all owned, non-owned, or hired automobiles or trucks with minimum limits of \$1,000,000 combined single limit bodily injury and/or property damage for each accident. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law and shall provide coverage for Personal Protection Insurance, Property Protection Insurance, and Residual Liability Insurance;
  - c. Professional Liability coverage with \$2,000,000 per occurrence and/or aggregate;
  - d. Comprehensive General Liability Insurance which complies with the following:
    - i.. The policy shall provide a \$1,000,000 limit for each occurrence for bodily injury and property damage liability and a \$2,000,000 aggregate combined single limit for bodily injury and property damage liability; and
    - ii. The policy shall bear the following cross-liability endorsement: "It is agreed that the inclusion of more than one insured under this policy shall



not affect the rights of any insured with respect to any claim, suit or judgment made or brought by or for any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one insured been named; and

iii. The policy shall include a breach of warranty clause, which will prevent nullification of coverage in case the Agent should breach a condition of the policy; and

iv. The policy shall include a blanket contractual liability clause for all written Contracts;

- 4.4. The foregoing insurance requirements may be revised, deleted or supplemented prior to entering into a Contract based on the needs of the City. In the event the required insurance is revised, deleted or supplemented, the coverage shall be specified in an addendum to the Contract. The certificate must state that subrogation is waived.

## **ARTICLE V - NOTICES**

- 5.1 **First class mail.** All notices may be given by first-class mail, at the respective addresses of the parties as set forth below. Notice by mail shall be deemed given on the date of mailing, postage prepaid.

**The City:**

Warren City Assessor  
One City Square  
Warren, MI 48093

[jczeiszperger@cityofwarren.org](mailto:jczeiszperger@cityofwarren.org)

**The Attorney:**

Laura Hallahan  
1750 S. Telegraph, Suite 202  
Bloomfield Hill, MI 48302

[lhallahan@hallahanlaw.com](mailto:lhallahan@hallahanlaw.com)

- 5.2 **Certified or registered mail.** Any termination notice shall be given in writing by certified or registered mail to the parties at the addresses listed above.

## **ARTICLE VI – OWNERSHIP OF DOCUMENTS**

All documents, data and records produced by the Attorney or submitted to Attorney for the City, in connection with the Attorney services under this Agreement, including pleadings, Tribunal documents, notes, exhibits and appraisals, shall become and remain the property of the City.

The City shall have the right to use all documents, data and records without restriction or limitation and without compensation to Attorney and Attorney shall have no right or interest in them.



Upon completion of services, or termination of this Agreement, and at any time during the course of this Agreement, all documents, pleadings, notes, Tribunal documents, data, appraisals, and other records, shall at the option of the Assessor, be appropriately arranged, indexed and delivered to the Assessor by the Attorney.

Any documents, data and records given to or prepared by the Attorney shall not be made available to any individual or organization by the Attorney without the prior written approval of the Assessor. Any information obtained by Attorney from the City in connection with carrying out the services under this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the Assessor.

## **ARTICLE VII - CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

The Contractor further covenants that no officer, member or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial interest, directly or indirectly, in this Contract or in the proceeds thereof.

The Contractor also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any Contract or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation or may at its election, deduct from any amounts owed to the Contractor hereunder any amounts of such commission, percentage, brokerage or contingent fee.

The Contractor agrees not to use funds received by it under the terms of the Contract for any partisan political activity or to further the election or defeat of any candidate for public office.

## **ARTICLE VIII - AMENDMENT**

- 8.1. In Writing. Any changes, additions, deletions or modifications which are mutually agreed upon by and between the parties shall be incorporated into a written amendment (herein called "Amendment") to this Contract. Such amendment shall not invalidate this Contract nor relieve or release the Contractor of any of its obligations under this Contract unless stated therein.
- 8.2. Increases. No increases in compensation are allowable unless additional services are to be performed as negotiated or the parties agree to amend the contract. Once negotiated, any amendment must be approved by the City Council.



## **ARTICLE IX - LIMITS OF RELATIONSHIP BETWEEN PARTIES**

The relationship between the parties shall be limited to performance of this Contract solely in accordance with its terms. No party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party, and nothing in this Contract shall be deemed to constitute any party a partner, agent, joint venture, or to create any fiduciary relationship, except as is customary in the attorney-client relationship. The relationship of the Contractor and any and all subcontractors to the City shall continue to be that of an independent contractor, and no liability or benefits, such as workers compensation, pension rights, or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to any party or any party's agent or employee as a result of the performance of this Contract.

City's Exclusive Use and Benefit. All services provided pursuant to this Contract are for the exclusive use and benefit of the City.

## **ARTICLE X - SEVERABILITY**

Should any provision in the Contract be found or deemed to be invalid, the Contract will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of the Contract are declared to be severable.

## **ARTICLE XI - SUCCESSORS AND ASSIGNS; AFFILIATES.**

11.1 Binding. The City and the Contractor respectfully, bind themselves, their partners, successors, assigns and legal representatives to the other party to the Contract with respect to all covenants of the Contract.

11.2 Liability of Affiliates. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## **ARTICLE XII - TERMINATION**

12.1. Failure to Perform. This Contract may be terminated by either party upon fifteen (15) days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

12.2. At Will. This Contract may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the other party. In the event of termination as provided in this subsection, the Contractor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the Contract. Payment shall be made upon the Attorney delivering to the City all information and materials retained by the Attorney affiliates, or subcontractors in performing the services described in this Contract, whether completed or in progress.



12.3 Ownership of Work. All work done and documents created by contractor and its employees, contractors and affiliates, for which contractor is to be paid or has been paid, including but not limited to pleadings, research, exhibits, notes, correspondence, memos, summaries and compilations, are the property of City and shall be made available to and provided to City promptly upon the request of City.

WITNESS:

CITY OF WARREN, MICHIGAN

Gail Dietz  
Name: Gail Dietz

By: James R. Fouts  
Mayor

Kommilla Kesto  
Name:

By: Sonja Bluffa  
Sonja Bluffa  
City Clerk

WITNESS:

ATTORNEY:

MARCUS RINALDI  
Name: MARCUS RINALDI  
Brooke Willard  
Name: Brooke Willard

By: James M. Hallan  
Name:  
President  
Title:

ID 76984



**RESOLUTION**

Document No: RFP-W-0239 Increase and Extension of Award  
Product or Service: Property Tax Appeal Attorney Services  
Department: Assessing

At a Regular Meeting of the City Council of the City of Warren, County of  
Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, during a  
Zoom Meeting held by Warren City Council in Warren, Michigan.

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

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

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

On September 8, 2020, Warren City Council approved an award to Hallahan & Associates, P.C., 1750 S. Telegraph Road, Suite 202, Bloomfield Hills, MI 48302 for a three-year period with an option to renew for three additional two-year periods, followed by an option to renew for one final year. The City is currently in its fifth year of a possible ten year agreement.

The City Assessor has determined that in the best interest of the Assessing Department and the City, that the agreement be extended through September 14, 2030 and that the award be increased from the current not to exceed amount of \$100,000.00 to a not to exceed amount of \$175,000.00 for the remaining annual periods shown below.

9-15-24 through 9-14-25  
9-15-25 through 9-14-26  
9-15-26 through 9-14-27

9-15-27 through 9-14-28  
9-15-28 through 9-14-29  
9-15-29 through 9-14-30



THEREFORE, IT IS RESOLVED that the award amounts shall not exceed the amounts shown in the table below and the award shall be extended for the remaining extendable periods.

PERIOD	NOT TO EXCEED AMOUNT
9-15-24 through 9-14-25	\$175,000.00
9-15-25 through 9-14-26	\$175,000.00
9-15-26 through 9-14-27	\$175,000.00
9-15-27 through 9-14-28	\$175,000.00
9-15-28 through 9-14-29	\$175,000.00
9-15-29 through 9-14-30	\$175,000.00

Funds are available in the Professional Services Account: 101-1209-82602.

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

☒ Proposal Documents  
☒ Contract  
☒ Resolution

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

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

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

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

\_\_\_\_\_  
Mindy Moore  
Council Secretary



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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



DATE: JANUARY 15, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO EXTEND AWARD FOR RFP-W-0321; ON-CALL PLUMBING SERVICES

The Purchasing Division, in conjunction with the Public Service Director, recommends that City Council approve an extension of award to provide On-Call Plumbing Services to USA Plumbing and Sewer Service, Inc., 11731 29 Mile Rd., Washington, MI 48095, for a two-year period, in an annual amount not to exceed \$130,000.00.

On March 23, 2021, your honorable body approved the award of RFP-W-0321, to USA Plumbing and Sewer Service, to furnish On-Call Plumbing Services for the City. The approved award was for a two (2) year period with options to renew for three (3) additional two (2) year periods.

On December 13, 2022, City Council approved an annual increase of award, from \$49,210.00 to \$130,000.00 for the second year of the initial two-year agreement.

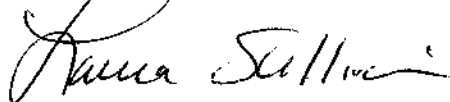
On January 24, 2023, City Council approved the first optional two (2) year period, for an annual award of \$130,000.00.

The recommendation before you today is to renew the agreement for the second of three optional two (2) year periods (February 9, 2025 through February 8, 2027) and to maintain the annual award amount to \$130,000.00.

Funds for this purchase are available in the various departmental accounts.

Contract Amendment #2, (attached) has been prepared and approved as to form by Assistant City Attorney, Laura Sullivan.

Read and Concur,



Laura Sullivan  
Assistant City Attorney

Respectfully Submitted,



Shanah Turner  
Assistant Buyer

Read and Concur,



Craig Treppa  
Purchasing Agent

Read and Concur,



David Muzzarelli  
Public Service Director



Approved By:	Signature	Date
Budget Director:		1/17/2025
Controller:		1/17/2025
MAYOR:		1/22/2025



**Amendment and Renewal No. 2 of Service Agreement**  
**between USA Plumbing and Sewer Service, Inc. and the City of**  
**Warren to Furnish On-Call Plumbing Services**

This Amendment (Amendment) is entered into between the City of Warren, a Michigan municipal corporation, whose office is located at One City Square, Warren, Michigan 48093 (the City), and USA Plumbing and Sewer Services, Inc., a Michigan corporation, whose address 15900 32 Mile Rd., Ray Twp., Michigan 48096, by and through its President and CEO, Kimberly Slating-Flynn (USA Plumbing) (each a Party, and collectively the Parties) and made effective as of February 9, 2025.

**RECITALS**

1. WHEREAS, the City and USA Plumbing entered into an agreement to provide on-call plumbing contractor maintenance services throughout the City.
2. WHEREAS, the Parties intended the initial term of the Agreement to begin on February 9, 2021 and expire on February 8, 2023.
3. WHEREAS, the Agreement provided for three additional two-year periods with mutual written consent of both Parties.
4. WHEREAS, at its meeting on January 24, 2023, the Warren City Council authorized a first renewal term of two years.
5. WHEREAS, at its meeting on January 28, 2025, the Warren City Council authorized a second renewal term of two years.
6. WHEREAS, the City and USA Plumbing are willing to renew the Agreement on the amended terms below.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree to be bound by the terms of this Amendment.

1. Article 9, Paragraph 1, shall be deleted and replaced with:

**Term.** This Agreement shall commence upon February 9, 2025, and shall cover a two-year period, with an option to renew for one (1) additional two (2) year period, with mutual written consent of both Parties unless cancelled or terminated sooner in accordance with the terms of this Agreement.

**WITNESS:**

**CITY OF WARREN, MICHIGAN**

\_\_\_\_\_

By: \_\_\_\_\_  
Lori M. Stone, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Sonja Buffa, City Clerk

**WITNESS:**

**USA Plumbing and Sewer Service, Inc.:**

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

By: \_\_\_\_\_  
Kimberly Slating-Flynn  
Its: President/CEO



## **RESOLUTION**

Document No: RFP-W-0321

Product or Service: On-Call Plumbing Services Extension

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, during a Zoom meeting hosted by City Council in Warren, Michigan.

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

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

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

On Wednesday, February 3, 2021, sealed Requests For Proposals were publicly opened for RFP-W-0321; to provide On-Call Plumbing Services for the City.

On March 23, 2021, your honorable body approved the award of RFP-W-0321, to furnish On-Call Plumbing Services for the City to USA Plumbing and Sewer Service, Inc. The approved award was for a two (2) year period with options to renew for three (3) additional two (2) year periods.

On December 13, 2022, City Council approved an increase of award, from \$49,210.00 to \$130,000.00 for the second year of the initial two-year agreement.

On January 24, 2023, City Council approved the first optional two (2) year period, for an annual award of \$130,000.00.

The Public Service Director has determined that, in the best interest of the City, the award should be extended for the second of three optional two (2) year periods, commencing on February 9, 2025 and that the annual award of \$130,000.00 should be maintained.



THEREFORE IT IS RESOLVED, that the contract amendment #2 for USA Plumbing and Sewer Service, Inc. 15900 32 Mile Road, Ray, MI 48096 is hereby accepted by City Council for a two (2) year extension in an annual amount not to exceed \$130,000.00 unless pre-approved by the Mayor and City Council.

Funds are available in the various departmental accounts.

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

☒ Proposal Documents  
☒ Contract  
☒ Resolution

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

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

\_\_\_\_\_

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB )

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

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





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

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

DATE: JANUARY 15, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO EXTEND AWARD AND TO INCREASE AWARD AMOUNT  
FOR RFP-W-0322; ON-CALL ELECTRICAL SERVICES

The Purchasing Division, in conjunction with the Public Service Director, recommends that City Council approve an extension and increase of award to provide On-Call Electrical Services to Great Lakes Power & Lighting, Inc., 9646 26 Mile Road, Casco, MI 48064 for a two-year period, in an annual amount not to exceed \$225,000.00.

On March 23, 2021, your honorable body approved the award of RFP-W-0322, to Great Lakes Power & Lighting, to furnish On-Call Electrical Services for the City. The approved award was for a two (2) year period with options to renew for three (3) additional two (2) year periods.

On October 12, 2021, City Council approved an increase of award from an annual amount of \$84,410.00 to \$100,000.00.

On January 24, 2023, City Council approved the first optional two (2) year period, and an increase of award in the annual amount of \$130,000.00.

The recommendation before you today is to renew the agreement for the second of three optional two (2) year periods (February 9, 2025 thru February 8, 2027) and to increase the annual award amount to \$225,000.00.

Funds for this purchase are available in the various departmental accounts.

Contract Amendment #2, (attached) has been prepared and approved as to form by Assistant City Attorney, Laura Sullivan.

Read and Concur,

Laura Sullivan  
Assistant City Attorney

Respectfully Submitted,

Shanah Turner  
Assistant Buyer



Read and Concur,

Craig Treppa  
Purchasing Agent

Read and Concur,

David Muzzarelli  
Public Service Director



Approved By:	Signature	Date
Budget Director:		1/17/2025
Controller:		1/17/2025
MAYOR:		1/22/2025



**Amendment and Renewal No. 2 of Service Agreement  
between Great Lakes Power & Lighting, Inc. and the City of  
Warren to Furnish On-Call Electrical Services**

This Amendment (Amendment) is entered into between the City of Warren, a Michigan municipal corporation, whose office is located at One City Square, Warren, Michigan 48093 (the City), and Great Lakes Power & Lighting, Inc., a Michigan corporation, whose address 9646 Marine City Hwy., Casco, Michigan 48064, by and through its President, Charles R. Schwab (Great Lakes) (each a Party, and collectively the Parties) and made effective as of February 9, 2025.

**RECITALS**

1. WHEREAS, the City and Great Lakes entered into an agreement to provide on-call electrical contractor maintenance services throughout the City.
2. WHEREAS, the Parties intended the initial term of the Agreement to begin on February 9, 2021 and expire on February 8, 2023.
3. WHEREAS, the Agreement provided for three (3) additional two (2) year periods with mutual written consent of both Parties.
4. WHEREAS, at its meeting on January 24, 2023, the Warren City Council authorized the first renewal term of two (2) years.
5. WHEREAS, at its meeting on January 28, 2025, the Warren City Council authorized a second renewal term of two (2) years.
6. WHEREAS, the City and Great Lakes are willing to renew the Agreement on the amended terms below.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree to be bound by the terms of this Amendment.

1. Article 9, Paragraph 1, shall be deleted and replaced with:

**Term.** This Agreement shall commence upon February 9, 2025 and shall cover a two (2) year period, with an option to renew for one additional two (2) year period, with mutual written consent of both Parties unless cancelled or terminated sooner in accordance with the terms of this Agreement.

2. The following shall be added to Article 10, Paragraph 1:

Great Lakes shall be compensated in an amount not to exceed \$225,000.00 annually.

**WITNESS:**

**CITY OF WARREN, MICHIGAN**

\_\_\_\_\_

By: \_\_\_\_\_  
Lori M. Stone, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Sonja Buffa, City Clerk

**WITNESS:**

**Great Lakes Power & Lighting, Inc.:**

\_\_\_\_\_

By: \_\_\_\_\_  
Charles R. Schwab, President

Print Name:



**RESOLUTION**

Document No: RFP-W-0322

Product or Service: On-Call Electrician Services Extension

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, during a Zoom meeting hosted by City Council in Warren, Michigan.

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

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

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

On Wednesday, February 3, 2021, sealed Requests For Proposals were publicly opened for RFP-W-0322; to provide On-Call Electrical Services for the City.

On March 23, 2021, your honorable body approved the award of RFP-W-0322, to furnish On-Call Electrical Services for the City to Great Lakes Power & Lighting. The approved award was for a two (2) year period with options to renew for three (3) additional two (2) year periods.

On October 12, 2021, City Council approved an annual increase of award from an annual amount of \$84,140.00 to \$100,000.00.

On January 24, 2023, City Council approved the first optional two (2) year period, and an increase of award in the annual amount of \$130,000.00.

The Public Service Director has determined that, in the best interest of the City, the award should be extended for the second of three optional two (2) year periods,



commencing on February 9, 2025, and that the annual award should be increased from \$130,000.00 to \$225,000.00.

THEREFORE IT IS RESOLVED, that the contract amendment #2 for Great Lakes Power & Lighting, Inc., 9646 26 Mile Road, Casco, MI 48064 is hereby accepted by City Council for a two (2) year extension in an annual amount not to exceed \$225,000.00 unless pre-approved by the Mayor and City Council.

Funds are available in the various departmental accounts.

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

- X Proposal Documents
- X Contract
- X Resolution

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

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

\_\_\_\_\_

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: JANUARY 17, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO EXTEND AWARD FOR RFP-W-0325; RECREATIONAL SOFTWARE

The Purchasing Division concurs with the Parks and Recreational Director and recommends that City Council approve an extension of award to provide Recreational Software to RecTrac, LLC. dba Vermont Systems, 12 Market Place, Essex Junction, VT 05452, for a two-year period, in an annual amount not to exceed \$20,979.00.

On February 22, 2022, your honorable body approved the award of RFP-W-0325, to RecTrac, LLC. dba Vermont Systems, to furnish Recreational Software. The approved award was for a three (3) year period with an option to renew for three (3) additional two (2) year periods, followed by a final option to renew for one (1) year.

The recommendation before you today is to renew the agreement for the first of four optional periods (February 23, 2025 through February 22, 2027), in an annual amount not to exceed \$20,979.00.

Funds for this purchase are available in Account: 208-9208-80100

The Draft Contract Amendment #1, (attached) has been reviewed and approved as to form by Assistant City Attorney, Jennifer Pierce.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1/17/2025
<del>For</del> Controller:		1/17/2025
MAYOR:		1/22/2025



## Amendment OF SERVICES AGREEMENT

### City of Warren Two-Year Extension

This is the first Amendment of the Original Services Agreement ("Agreement") dated April 8<sup>th</sup>, 2022, by and between **City of Warren** having its principal address at 5460 Arden, Warren, MI 48092 ("Customer," "Licensee," "you" or "your") and **RECTRAC, LLC d/b/a VERMONT SYSTEMS**, a Delaware limited liability company having its principal address at 12 Market Place, Essex Junction, VT 05452 ("VS," "Licensor," "we," "our," or "us") (each a "Party," and, collectively, the "Parties").

The Customer and VS hereto desire to amend the Agreement in order to exercise the first optional two (2) year period extension (2/23/25 through 2/22/27).

**First Renewal Term:** February 23, 2025 to February 22, 2027

Year 4 (2/23/25 through 2/22/26) \$20,979.00\*

Year 5 (2/23/26 through 2/22/27) \$20,979.00\*

Terms of Service: This shall be set forth in the Agreement dated April 8<sup>th</sup>, 2022, included and made part of this Amendment.

\* Additional Services, Products, and/or Hardware may be added at any time, and an updated invoice will be provided to reflect any changes in fees.

## ACCEPTANCE

Customer acknowledges that it has read, understands and accepts this Amendment as written, inclusive of all attachments, schedules or exhibits, as may be revised, and agrees to pay all Fees and all other charges permitted by the Agreement and this Amendment. The individual signing the Agreement on behalf of Customer acknowledges that he/she has the proper legal authority to act on the Customer's behalf and to bind the Customer to this Amendment.

**SIGNATURES ON FOLLOWING PAGE**





## AGREED TO BY CUSTOMER:

Customer: **City of Warren**

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
Date

Title:

## ACCEPTED BY VERMONT SYSTEMS

RecTrac, LLC.

\_\_\_\_\_  
By: Patrick Hayden

\_\_\_\_\_  
Date

Its: President





PARKS AND RECREATION  
5460 Arden  
Warren, MI 48092  
(586) 268-8400  
[www.cityofwarren.org](http://www.cityofwarren.org)

January 6, 2025

Craig Treppa  
Purchasing Agent  
City of Warren

Subject: Extension of RFP-W-0325 Recreation Software

The Recreation Department, recommends RecTrac, LLC dba Vermont Systems the extension for the first optional two (2) year period (2/23/25 thru 2/22/27), at the same terms and conditions, for the following annual amounts not to exceed:

Year 4 (2/23/25 thru 2/22/26) \$20,979.00  
Year 5 (2/23/26 thru 2/22/27) \$20,979.00

Funds for this are available 9208-80100. If you have any questions or concerns please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Anthony Casasanta".

Anthony Casasanta  
Director Parks & Recreation



**RESOLUTION**

Document No: RFP-W-0325  
Product or Service: Recreational Software  
Department: Parks and Recreation

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, during a Zoom meeting hosted by City Council in Warren, Michigan.

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

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

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

On February 22, 2022, your honorable body approved the award of RFP-W-0325 to RecTrac LLC., dba Vermont Systems, 12 Market Place, Essex Junction, VT 05452, for a three (3) year period with an option to renew for three (3) additional two (2) year periods, followed by one (1) final option to renew for one (1) year.

The Parks and Recreational Director has determined that, in the best interest of the City, the award should be extended for the first of four optional periods (February 23, 2025 through February 22, 2027), in an annual amount not to exceed \$20,979.00.

THEREFORE IT IS RESOLVED, that the draft contract amendment #1 for RecTrac LLC., dba Vermont Systems is hereby accepted by City Council for a two (2) year extension in an annual amount not to exceed \$20,979.00.

Funds are available in Account: 208-9208-80100.



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

- X Proposal Documents
- X Contract
- X Resolution

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

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

\_\_\_\_\_

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: JANUARY 16, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO AWARD THE PURCHASE OF UV LAMPS AND SUPPLIES TO TROJAN TECHNOLOGIES; SOL-W-1162.

The Purchasing Division concurs with the Waste Water Treatment Plant (WWTP) and recommends that City Council waive the bid process and award the purchase of UV Lamps and supplies to the sole source provider, Trojan Technologies, 3020 Gore Road, London, Ontario, Canada N5V 4T7, in the total amount of \$158,978.78.

The WWTP, in December, 2010, upgraded their disinfection system at the plant to a Trojan 3000 Plus2007 Ultraviolet Light Disinfection System. This Trojan 3000 Plus UV System has been operating very effectively since its installation.

The system requires maintenance on a continuous basis. The largest portion of the maintenance cost is due to the need to methodically replace the ultra violet lamps, ballasts, wiper cylinders, and associated parts that are needed to keep the system operating effectively.

Trojan Technologies provides a lifetime disinfection guarantee that the proprietary UV System will always meet the specified level of disinfection required by the National Pollutant Discharge Elimination System (NPDES) discharge permit as long as regular maintenance is performed, as specified, using genuine Trojan replacement parts.

Therefore, please consider Trojan Technologies as a sole-source provider (see attached) for the City's UV system replacement lamps and other parts that are necessary for the WWTP staff to perform the required maintenance on the UV system.

The cost to purchase all of the parts needed to perform the required maintenance of the system is in the amount of \$158,978.78.

Funds for these expenditures are available in the 2025 Capital Outlays Account: 592-9047-98080.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1/17/2025
Controller:		1/17/2025
MAYOR:		1/22/2025



June 28/2024  
**City of Warren WWTP**

**Trojan System: Trojan UV3000Plus '07 Replacement Parts**

In the Engineered Submittal Package for the Trojan System, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

In order for this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. There are key replacement parts and system components that directly influence the performance and reliability of the system. Among these critical replacement parts are the UV lamps, sleeves, electronic ballasts, wiper seals, Acti-Clean Gel, printed circuitry etc. Without using lamps, ballasts, and other components that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output. Subsequently, we cannot guarantee that the required UV dose is being delivered, if lamp output, ballast efficiency and system programming is unknown.

In order to keep the equipment performance guarantee intact, it is recommended that specialized system component(s) and Service are solely purchased and contracted from Trojan Technologies, located in London, ON. Trojan purchases only validated system components, from our suppliers and only those component(s) meeting our performance standards are passed on to our customers.

If you have any questions regarding this matter or require any additional information, please do not hesitate to email me at [midwestus@trojantechnologies.com](mailto:midwestus@trojantechnologies.com)

Best regards,

**LISA ELLIOTT | INSIDE SALES ACCOUNT MANAGER**





TROJAN TECHNOLOGIES  
3020 GORE ROAD  
LONDON, ON N5V 4T7  
CANADA  
T. 519-457-3400  
www.trojantechnologies.com

QUOTATION  
QO0015568

Sold to  
**CITY OF WARREN**  
**ONE CITY SQUARE**  
**SUITE 425**  
**Warren MI 48093-5292**  
**UNITED STATES**

Ship to  
**CITY OF WARREN WWTP**  
**32360 WARKOP**  
**Warren MI 48093-1044**  
**UNITED STATES**

Customer Service Contact : [tuvcustomerservice@trojantechnologies.com](mailto:tuvcustomerservice@trojantechnologies.com)

Payment Terms : 0% / 00 / 30 net

Delivery Terms : DELIVERED DUTY PAID

Carrier/LSP :

Internal Sales Rep : Austin Folck

Customer No. : 100002619

Reference :

Quote Date : 10-24-2024

Quote Expiry Date : 11-23-2024

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	794447-ORD LAMP P, GA64T6HE ANGLE BASE	203.00	451.90/	EA	451.90 91,735.70	0.00% 0.00	91,735.70
20	316144P O-RING, SLEEVE SEAL UV3+ 10PK	20.00	3.45/	EA	3.45 69.00	0.00% 0.00	69.00
30	917067 LAMP DRIVER, 2 X 240W SMD	8.00	1,209.00/	EA	1,209.00 9,672.00	0.00% 0.00	9,672.00
40	901507 CLEANER, ACTICLEAN GEL 4X4L	1.00	408.75/	CS	408.75 408.75	0.00% 0.00	408.75
50	326411 CYLINDER, WIPER UV3+ GEN 2	13.00	2,462.75/	EA	2,462.75 32,015.75	0.00% 0.00	32,015.75
60	907624-04M186BK HOSE ASSY,UV3+1/4"EXT M 186 BK	15.00	258.00/	EA	258.00 3,870.00	0.00% 0.00	3,870.00
70	907624-04M102BL HOSE ASSY,UV3+1/4"EXT M 102 BL	15.00	249.00/	EA	249.00 3,735.00	0.00% 0.00	3,735.00
80	907624-04F107BK HOSE ASSY,UV3+1/4"RET F 107 BK	15.00	327.50/	EA	327.50 4,912.50	0.00% 0.00	4,912.50





TROJAN TECHNOLOGIES  
3020 GORE ROAD  
LONDON, ON N5V 4T7  
CANADA  
T. 519-457-3400  
www.trojantechnologies.com

**QUOTATION**  
**QO0015568**

Line	Project Item Description	Quantity	Price Discount %	Unit Net Price Net Amount	Tax Rate Tax Amount	Amount	
90	907624-04F181BL HOSE ASSY,UV3+1/4"RET F 181 BL	15.00	295.00/ EA	295.00 4,425.00	0.00% 0.00	4,425.00	
100	013168-04FNB COUPLING, 1/4 HYD FE FLAT NB	10.00	59.50/ EA	59.50 595.00	0.00% 0.00	595.00	
110	013169-04MNB COUPLING, 1/4 HYD MA FLAT NB	10.00	25.50/ EA	25.50 255.00	0.00% 0.00	255.00	
120	914374-008GF PLUG, UV3+ PDC MODULE 8' GF	1.00	616.50/ EA	616.50 616.50	0.00% 0.00	616.50	
130	327027P FITTING, INTER-WIPER UV3+ 10PK	10.00	13.45/ EA	13.45 134.50	0.00% 0.00	134.50	
140	316505-096X LAMPHOLDER, AMLG ANG UV3+ 96"X	34.00	107.65/ EA	107.65 3,660.10	0.00% 0.00	3,660.10	
141	914343 RECEPTACLE, UV3+ PDC	10.00	247.60/ EA	247.60 2,476.00	0.00% 0.00	2,476.00	
150	FREIGHT FREIGHT & HANDLING freight quote 9072	1.00	397.98/ EA	397.98 397.98	0.00% 0.00	397.98	
		Goods Costs	158,580.80 397.98	Discount Subtotal	0.00 158,978.78	Tax Amount 0.00	Total USD 158,978.78





TROJAN TECHNOLOGIES  
3020 GORE ROAD  
LONDON, ON N5V 4T7  
CANADA  
T. 519-457-3400  
[www.trojantechnologies.com](http://www.trojantechnologies.com)

---

**QUOTATION**  
**QO0015568**





TROJAN TECHNOLOGIES  
3020 GORE ROAD  
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[www.trojantechnologies.com](http://www.trojantechnologies.com)

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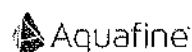
QUOTATION  
QO0015568

#### Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

[www.trojantechnologies.com/sales-terms-conditions](http://www.trojantechnologies.com/sales-terms-conditions)







**PUBLIC SERVICE DEPARTMENT**  
**Waste Water Treatment Plant**  
32360 Warkop  
Warren, MI 48093  
(586) 264-2530

MEMO TO: Craig Treppa, Purchasing Agent  
Controllers Office

FROM: Anthony Conigliaro, WWTP Sr. Facilities Engineer

SUBJECT: SOL-W-1162, Procurement of UV Lamps for WWTP

DATE: January 15, 2025

As you are aware, the WWTP operates a proprietary ultra violet disinfection system at the waste water treatment plant to provide an effluent that meets the requirements of its NPDES operating permit. The Trojan 3000 Plus UV System went on line in December of 2010 and has been operating very successfully ever since.

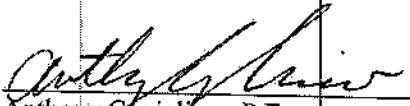
The system does require regular maintenance and replacement of wear and consumable parts. For reference, \$156,000.00 was allocated in the 2024 budget for purchase of replacement lamps, ballasts, wiper cylinders and associated parts that are necessary to keep the system operating. In this year's capital we have allocated \$159,000.00 for procurement of the aforementioned replacement lamps, ballasts and ballasts.

Trojan Technologies provides a lifetime disinfection guarantee that our proprietary system will always meet the specified level of disinfection required by the NPDES operating permit for the treatment plant. Trojan will only honor the guarantee if regular maintenance is performed as specified, using genuine Trojan replacement parts.

Therefore, please take steps to seek approval in the amount of \$158,978.78 for the purchase of Trojan authorized parts that are needed for WWTP staff to perform required maintenance on the system. Please note that this request in the amount of \$158,978.78 is for all of the required parts.

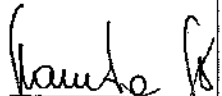
Funds for this expenditure are available in the 2025 FY Budget, Capital Outlays, Account 592-9047-98080.

Sincerely,

  
\_\_\_\_\_  
Anthony Conigliaro, P.E.  
WWTP Sr. Facilities Engineer

AC/DD

Read and Concurred

  
\_\_\_\_\_  
Donna Dordeski, P.E., Division Head  
Division of Waste Water Treatment

Attachments: Trojan Sole Source Letter, Trojan Quote QO0015568

cc: D. Muzzarelli, Public Service  
R. Fox, Controller's Office



## **RESOLUTION**

Document No: SOL-W-1162  
Product or Service: WWTP Disinfection System Parts  
Requesting Department: Public Service – Waste Water

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

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

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

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

Upon performing a diligent inquiry, the Waste Water Treatment Plant Facilities Engineer has determined that it is necessary in the interests of the Wastewater Treatment Plant, and the City, to acquire supplies, materials, equipment and/or goods from a sole source, namely Trojan Technologies 3020 Gore Road, London, Ontario, Canada N5V 4T7 in the total amount of \$158,978.78.00.

This sole source purchase of genuine Trojan replacement products is necessary to ensure the continuation of the Trojan Technologies equipment performance guarantee. Trojan Technologies of London, Ontario Canada, is the distributor of these parts for municipalities in southeast Michigan.



Trojan Technologies has therefore been selected as the sole source provider for all Trojan UV300Plus2007 replacement parts needed to keep this disinfection system functioning in compliance with the City's NPDES permit.

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

IT IS RESOLVED, that the purchase of disinfection system parts from the sole source provider, Trojan Technologies is hereby accepted by City Council in the total amount of \$158,978.78.00.

Funds are available in the 2025 FY Budget, Capital Outlays Account number: 592-9047-98080.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the Trojan Technologies quote QO0015568 and in such form that meets with the satisfaction of the City Attorney if review is required.

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

\_\_\_\_\_

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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





**PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION**

One City Square, Suite 300

(586) 759-9300

Fax (586) 759-9318

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

January 7, 2025

Mindy Moore  
Council Secretary

**RE: Certification of Special Assessment District S0535**

Please find attached the final assessment information and Resolution for Special Assessment District S0535 as required by Sec. 33-79 of the City of Warren Code of Ordinances.

Please forward to City Council for their determination.

Thank you for your cooperation with this matter.

Sincerely,

Read and Concurred,

Read and Concurred,

Handwritten signature of Olivia Girimonte in black ink.

Olivia Girimonte  
Civil Engineer

Handwritten signature of Tina G. Gapshes in black ink.

Tina G. Gapshes, P.E.  
City Engineer

Handwritten signature of David Muzzarelli in black ink.

David Muzzarelli  
Public Service Director

ocg/TGG

Attachments

cc: City Attorney  
City Assessor  
City Controller  
City Treasurer  
Engineering

Read and Concurred,

Handwritten signature of Mayor Lori M. Stone in blue ink.

Mayor Lori M. Stone





**PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION**

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

P: (586) 759-9300

F: (586) 759-9318

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

## **FINAL ASSESSMENT DATA**

**S.A.D. 535**

**TO PROVIDE FOR THE REPAIR OF  
CONCRETE SIDEWALKS AND/OR DRIVE APPROACHES**

**2024 CITY WIDE**





**PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION**

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

P: (586) 759-9300

F: (586) 759-9318

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

**FINAL COST  
S.A.D. 535  
CONCRETE SIDEWALK AND/OR DRIVE APPROACHES**

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
4" THICK CONCRETE SIDEWALK	6348.06	SFT	\$10.00	\$63,480.60
6" THICK CONCRETE SIDEWALK, APPROACH AND/OR RAMPS	1060.64	SFT	\$11.00	\$11,667.04
8" THICK CONCRETE SIDEWALK, APPROACH AND/OR RAMPS	0.0	SFT	\$12.00	\$0
CURB AND GUTTER	32.0	LFT	\$40.00	\$1,280.00
CONTIGENCIES 0%				\$0.00
ADMINISTRATION 0%				\$0.00
ENGINEERING 0%				\$0.00
TOTAL FINAL COST (ASSESSABLE ITEMS ONLY)				\$76,427.64





PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION  
One City Square, Suite 300  
Warren, Michigan 48093-2390  
P: (586) 759-9300  
F: (586) 759-9318  
[www.cityofwarren.org](http://www.cityofwarren.org)

### **FINAL COST BREAKDOWN**

#### **Final Cost to Assessment District**

3,130.20 Sq.Ft. 4" Concrete Sidewalk @ 10.00/Sq.Ft.	\$31,302.00
782.5 Sq.Ft. 6" Concrete Sidewalk @ 11.00/Sq.Ft.	\$8,607.50
0.0 Sq.Ft. 8" Concrete Sidewalk @ 12.00/Sq.Ft.	\$0.00
0.0 Lin.Ft. Curb and Gutter @ 40.00/Lin.Ft.	<u>\$0.00</u>

<b>FINAL COST TO ASSESSMENT DISTRICT</b>	<b>\$39,909.50</b>
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#### **Final Cost to City at Large**

3,217.86 Sq.Ft. 4" Concrete Sidewalk @ 10.00/Sq.Ft.	\$32,178.60
278.14 Sq.Ft. 6" Concrete Sidewalk @ 11.00/Sq.Ft.	\$3,059.54
0.0 Sq.Ft. 8" Concrete Sidewalk @ 12.00/Sq.Ft.	\$0.00
32.0 Lin.Ft. Curb and Gutter @ 40.00/Lin.Ft.	<u>\$1,280.00</u>

<b>FINAL COST TO CITY AT LARGE</b>	<b>\$36,518.14</b>
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<b>FINAL PROJECT COST (ASSESSABLE ITEMS ONLY)</b>	<b>\$76,427.64</b>
<b>FINAL PROJECT COST INCLUDING ALL ITEMS</b>	<b>\$85,153.10</b>



## RESOLUTION

A \_\_\_\_\_ Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan, held on \_\_\_\_\_, 2025, at 7:00 p.m.  
Eastern \_\_\_\_\_ Time, in the Council Chamber at the Warren Community  
Center Auditorium, 5460 Arden, Warren, Michigan.

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

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

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

WHEREAS, the City has determined that the total project cost of Special  
Assessment District S0535 has been revised to reflect the actual costs.

AND WHEREAS, copies of the final project costs for assessment district  
S0535 are attached hereto and made part of the resolution.

NOW, THEREFORE, BE IT RESOLVED, that Special Assessment District  
S0535 is amended in accordance with the attached revision.

BE IT FURTHER RESOLVED, that the appropriate City departments are  
hereby directed to adjust Special Assessment District S0535 accordingly.

BE IT FURTHER RESOLVED, that the City Treasurer is hereby instructed to  
send revised bills to the property owners affected.



BE IT FURTHER RESOLVED, that all resolutions or parts of resolutions inconsistent with the provisions of this resolution be and the same hereby rescinded.

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

NAYES: \_\_\_\_\_  
\_\_\_\_\_

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

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

CERTIFICATION

STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF MACOMB )

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

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









CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

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

DATE: JANUARY 16, 2025

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: RECOMMENDATION TO AWARD THE PURCHASE OF A NETWORK VIDEO RECORDER (NVR) SERVER, UTILIZING THE RFP-W-0648 AWARD; CITY DOCUMENT TRI-W-1432.

The Purchasing Division concurs with the Police Department and recommends that City Council approve the purchase of a Network Video Recorder (NVR) Server from D/A Central, 13155 Cloverdale, Oak Park, MI 48237, in an amount of \$79,995.00, utilizing the existing labor and material rates established with D/A Central under RFP-W-0648.

The Police Department is seeking to purchase this NVR Server (NVR6 PRM Form D 200TB 2U Rack Mnt WS22, SY Onsite 4HMC, NA) in order to increase the department's video storage for their video surveillance cameras. With this purchase, the storage capacity will increase by 40%.

On August 23, 2022, your honorable body approved an award to have a cloud-based security access control system installed at the Fire Departments. The resolution also allowed the City to utilize the awarded contractor, D/A Central, for a period of five years, for other additional security access/security surveillance work and/or any repair/replacement of any existing security access/security surveillance equipment, as needed. The resolution passed by City Council allows the City to have standardized product throughout the City, and to have the ability to keep one vendor responsible for the maintenance and repairs of the equipment.

Funds are available in the following Account dependent upon concurrent budget resolution: 101-1301-98402.

Respectfully Submitted,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/17/2025
Controller:		1/17/2025
MAYOR:		1/22/2025





**D/A CENTRAL**  
intelligent technology solutions

13155 Cloverdale  
Oak Park, MI 48237

**PROPOSAL  
24031**

**January 7, 2025**

**BILL TO:**

**City of Warren**  
Purchasing Department  
One City Square-Suite 425  
Warren, MI, 48093-5289  
Attn: Craig Treppa  
(586) 574 4636

**WORK LOCATION:**

**City of Warren Police Department**  
29900 S. Civic Center Blvd.  
Warren, MI, 48093  
Attn: Paula Crabtree  
(586) 574 4731

**NVR Replacement for Police Department Video**

Paula Crabtree  
Crime MIS Administrator  
**Warren Police Department**  
29900 S. Civic Center Boulevard  
Warren, Michigan 48093

*\*Amended Proposal\**

Paula,

Thank you for the opportunity to design and quote the price of a replacement Network Video Recorder (NVR) to replace your aged existing unit, for the Police Department Video Surveillance System.

We will replace the existing NVR to the new unit including labor, system set it up and verify proper operation.

This new NVR/Video Server includes a five (5) year parts and labor Prime Support Warranty on the NVR.

This quote has been provided using the pricing agreed upon between the City and D/A Central, Inc.

Should you have any questions or would like to proceed, please contact me, I can be reached at 248/399-0600 x 122 or [joe.vanwel@dacentral.com](mailto:joe.vanwel@dacentral.com).

Thank you.

Regards,

Joseph A. Vanwelsenaers  
System Specialist  
**D/A Central, Inc.**  
13155 Cloverdale  
Oak Park, Michigan 28237  
PH 248/399-0600 x 122  
Email: [joe.vanwel@dacentral.com](mailto:joe.vanwel@dacentral.com)



PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
NVR6 PRM FORM D 200 TB 2U Rack Mnt, WS22, 5Y Onsite 4HMC, NA	1.00	\$66,173.60	\$66,173.60
Installation Services	2	\$85	\$170.00
Engineering Services	8	\$125	\$1,000.00
CAD and Documentation	1	\$100	\$100.00
Project Management	1	\$100	\$100.00
Investment Protection for 1 year	5.00	\$2,335.00	\$11,675.00
Miscellaneous Installation Materials	1.00	\$90.00	\$90.00
Freight			\$686.40

<b>TOTAL EQUIPMENT</b>	\$66,950.00
<b>TOTAL LABOR</b>	\$13,045.00
<b>SUBTOTAL:</b>	\$79,995.00
<b>TAX (EXEMPT):</b>	\$0.00
<b>TOTAL:</b>	\$79,995.00





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

January 16, 2025

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

**RE: Purchase request for Network Video Recorder (NVR) Server**

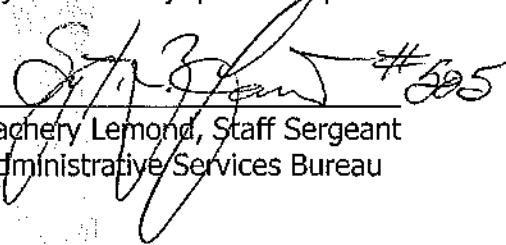
Dear Mr. Treppa,

The Warren Police Department is requesting to utilize **\$79,995.00** from the **Police Equipment** budget (**GL #101-1301-98402**) to replace and upgrade our Network Video Recorder (NVR) server. This upgrade would increase the video storage for our department's video surveillance cameras by approximately 40%.

In the Police Equipment budget, \$80,000 has been allocated for this project. D/A Central has agreed to utilize their City of Warren contract pricing (**RFP-W-0648**).

**D/A Central Inc.**  
**13155 Cloverdale**  
**Oak Park, MI 28237**  
**PH. 248-399-0600 x 122**

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

  
Zachery Lemond, Staff Sergeant  
Administrative Services Bureau



**RESOLUTION**

Document No: TRI-W-1432

Product or Service: Network Video Recorder (NVR) Server

Requesting Department: Police

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7:00 p.m. Local Time, in the Council Chambers at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

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

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

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

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Police Department has determined that it is necessary in the interests of the Police Department and the City, to increase the storage capacity for its video surveillance cameras by purchasing a NVR Server (NVR6 PRM Form D 200TB 2U Rack Mnt WS22, SY Onsite 4HMC, NA) in the amount of \$79,995.00 from D/A Central, 13155 Cloverdale, Oak Park, MI 48237, utilizing the extendable City of Warren contract RFP-W-0648.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.



Funds are available in the following Account: 101-1301-98402.

IT IS RESOLVED, that D/A Central is hereby accepted by City Council to furnish a Network Video Recorder (NVR) Server in the amount of \$79,995.00.

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

☒ X Cooperative Bid Document

☐ Contract

☒ X Resolution

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

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

\_\_\_\_\_

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                      ) SS.  
COUNTY OF MACOMB    )

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

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