WARREN CITY COUNCIL

5460 ARDEN, COMMUNITY CENTER (586) 258-2060 WARREN, MI 48092

Angela Rogensues, President
Dave Dwyer, Asst. Secretary-Mayor Pro-Tem
Melody Magee, Vice President
Gary Boike
Henry Newnan
Mindy Moore, Secretary
Jonathan Lafferty

A Regular Meeting of the City Council – Tuesday, September 24, 2024 at 7:00 p.m.

Members of the audience who would like to address the City Council this evening may do so under the Audience portion and will be allowed 3 minutes to speak.

AGENDA

1 CALL TO ORDER

2 PLEDGE OF ALLEGIANCE

3 ROLL CALL

4 ADOPTION OF THE CONSENT AGENDA

5 ADOPTION OF THE AGENDA

6 CALENDAR OF PENDING MATTERS

a) Calendar

7 APPROVAL OF THE MINUTES

a) Regular Meeting Minutes-September 10, 2024

8 APPROVAL OF THE BILLS

a) General Revenue Funds

b) Water and Sewer Systems

9 AUDIENCE PARTICIPATION– Agenda Items Only

Members of the audience who would like to address the City Council relating to agenda items this evening may do so under this Audience portion by filling out the agenda item audience form located at the right side of the stage.

10 ANNOUNCEMENTS

11 PUBLIC HEARINGS/ADMINISTRATIVE HEARINGS

a) ADMINISTRATIVE HEARING: Request appeal of administrative ruling dated August 26, 2024, suspending business operations of DKB2, LLC., conducted at 32900 Dequindre Ave., Warren, Michigan.

12 MISCELLANEOUS CORRESPONDENCE:

a) CONSIDERATION AND ADOPTION OF A RESOLUTION approving the 2024-2025 Emergency Housing Assistance and Related Supportive Services Agreement with the Oakland Livingston Human Service Agency (OLHSA).

b) CONSIDERATION AND ADOPTION OF A RESOLUTION approving proposed resolution authorizing an agreement between the City of Warren and Care House.

c) CONSIDERATION AND ADOPTION OF A RESOLUTION approving proposed resolution authorizing an agreement between the City of Warren and Hearts for Homes.

d) CONSIDERATION AND ADOPTION OF A RESOLUTION approving an agreement between the City of Warren and the Oakland Livingston Human Service Agency for administration of a tenant based rental assistance program.

e) CONSIDERATION AND ADOPTION OF A RESOLUTION approving proposed resolution authorizing an agreement between the City of Warren and St. Vincent de Paul.

f) Proposed resolution authorizing a lease agreement between Cellco Partnership d/b/a and Verizon Wireless and City of Warren and City of Warren Downtown Development Authority and grant of easement police corridor communications tower. CONSIDERATION AND ADOPTION OF A RESOLUTION.

13 COUNCIL BUSINESS:

a) Consideration of applications and the appointment of one (1) person to serve on the City of Warren Election Commission.

b) Re-appointment of Paul Jerzy and Charles Anglin to the Zoning Board of Appeals for a term to expire September 2027.

c) Request of the Crime Commission to be exempt from audio recording requirement of the Open Government Ordinance.

d) Council Member Henry Newnan, discussion in re: Environmental Review Committee Update

14 CORRESPONDENCE FROM THE MAYOR:

a) (Veto filed September 14, 2024) Request of the Library Director to award bid ITB-W-1322; Printing, Bundling, and Shipping the Warren Winter Program Guide/Booklet to Grand Blanc Printing, Inc., in a total amount not to exceed $37,660.00. CONSIDERATION AND ADOPTION OF A RESOLUTION. (5 votes needed)

b) (Tabled 9/10/2024) Request approval of the re-appointment of Oscar Zamora to the Downtown Development Authority (DDA) with a term expiration of June 30, 2026.

c) (Tabled 9/10/2024) Request approval of the appointment of Shaniqua Sanders-Pierce to the Sidewalk and Tree Commission with a term expiration of June 30, 2027.

d) (Tabled 9/10/2024) Notice of re-appointment of John Perry to the Civil Service Commission with a term expiration date of June 30, 2027.

e) Notice of appointment of Anthony Casasanta to the position of Parks and Recreation Director.

f) Notice of appointment of Tracy Alam to the City Crime Commission with an expiration of term-June 30, 2027.

g) Notice of appointment of Erik Courter to the Village Historic District Commission with an expiration of term-March 31, 2027.

h) Request to re-appoint Eric Hunter and Susan Cilia to the Tax Increment Finance Authority (TIFA) for a term to expire on June 30, 2027, and to approve the new appointment of Kabir Ahmed for a term to expire on June 30, 2028.

i) Request of various departments for the re-appropriation of funds for equipment, vehicles, services, capital improvements and grant expenditures that were approved in the prior year's budget but not received or completed by June 30, 2024, in the grand total of $33,284,592.89. CONSIDERATION AND ADOPTION OF A RESOLUTION. (5 votes needed).

j) Proposed ordinance amendment to the Commission on Disabilities Enabling Ordinance, Chapter 2, Section 2-265. (Second Reading)

k) Proposed Ordinance to amend Chapter 2, Article V, Division 2.5 of the Code of Ordinances of the City of Warren, entitled Downtown Development Authority. (Second Reading)

15 AUDIENCE PARTICPATION – General Topics

Members of the audience who would like to address the City Council this evening may do so under this Audience portion by filling out the general audience form located at the right side of the stage.

16 COUNCIL RESPONSE TO AUDIENCE (optional)

17 ADJOURNMENT

MINDY MOORE
Secretary of the Council

Any person with a disability who needs accommodation for participation in this meeting should contact the Warren City Council Office at (586) 258-2052 – 48 hours in advance of the meeting to request assistance.

CONSENT AGENDA

The following routine items are presented for City Council approval without discussion, as a single agenda item, in order to expedite the meeting. Should any Council Member wish to discuss or disapprove any item it must be dropped from the blanket motion of approval and considered as a separate item.

Item 4:

a) Request for a closed session pursuant to Section 8(e) of Public Act 267 of 1976 in the matter of The Macomb Daily v City of Warren; M.C.C.C. Case No. 2024-003218-CZ. Hon. Diane M. Druzinski.

b) Request for a closed session pursuant to Section 8(e) of Public Act 267 of 1976 in the matter of Ban Saeed v Aaron Bliss, City of Warren and Member Select Insurance Company. M.C.C.C. Case No. 2024-003406-NI. Hon. James Maceroni.

c) Request for a closed session pursuant to Section 8(e) of Public Act 267 of 1976 in the matter of Oliver Bell Group v City of Warren. M.C.C.C. Case No. 2024-002873-CZ. Hon. James M. Maceroni.

d) Request of the Department of Public Works (DPW) to award bid ITB-W-1316 to sole bidder, Right-Way Truck & Trailer, Inc. for furnishing Heil Truck Welding & Fabrication Services, in a total amount not to exceed $258,231.50. CONSIDERATION AND ADOPTION OF A RESOLUTION.

e) Request of the Department of Public Works (DPW) to award bid ITB-W-1318 to furnish Heavy Duty Truck Transmission Repairs for a one (1) year period with the option to renew for two (2) additional one (1) year periods to be awarded to Bill Jones Enterprises, Inc., d/b/a Metro Airport Truck, in an annual amount not to exceed $75,191.17. CONSIDERATION AND ADOPTION OF A RESOLUTION.

f) Request of the Department of Public Works (DPW) for an increase in the award for miscellaneous tree pruning services from Limb Walkers Snow & Tree, from an annual amount of $72,500.00 to an annual amount not to exceed $90,000.00 for the 2024 calendar year. CONSIDERATION AND ADOPTION OF A RESOLUTION.

g) CONSIDERATION AND ADOPTION OF A RESOLUTION to approve contract modification No. 1 and pay estimate No. 5 to City Contract PL-23-804, Fire Station Parking Lot Reconstruction (Mark Anthony Contracting, Inc.), increasing the original contract amount by $200,000.00 and extending contract end date to October 31, 2024.

h) CONSIDERATION AND ADOPTION OF A RESOLUTION to approve contract modification No. 8 and final to City Contract TV-18-660, 2018 Annual Sewer Cleaning and Televising, decreasing the current contract amount by $98,419.01 resulting in a final contract amount of $1,236,880.99 and to approve and issue payment no. 39 and final in the amount of $34,692.29 to Pipetek Infrastructure Services, LLC.

i) CONSIDERATION AND ADOPTION OF A RESOLUTION to approve contract modification No. 2 and final to City Contract WP-23-793, Gloede Street Reconstruction and Water Main Extension, decreasing the current contract amount by $6,038.84 resulting in a final contract amount of $1,597,412.52 and to approve and issue payment No. 4 and final in the amount of $9,368.04 to Mark Anthony Contracting.

j) CONSIDERATION AND ADOPTION OF A RESOLUTION to award bid and contract for City Project S-24-817, Prospect Ave-Waltham to Fairfield (ITB-W-1155) to Superior Contracting Group, LLC., in the total bid amount not to exceed $1,340,959.50.

k) Request of the Engineering Division to award bid and approve contract for City Project W-24-821, Common Road Pavement Reconstruction and Water Main Replacement (Hayes to Schoenherr) ITB-W-1159 to Mark Anthony Contracting Inc., in an amount not to exceed $5,260,704.79 and authorizing the Mayor and Clerk to execute a contract. CONSIDERATION AND ADOPTION OF A RESOLUTION.

l) CONSIDERATION AND ADOPTION OF A RESOLUTION TO APPROVE CONTRACT MODIFICATION No. 1 and pay estimate No. 5 to City Contract WP-23-790, Toepfer Road Pavement Reconstruction and Water Main Replacement (Mark Anthony Contracting, Inc.), increasing the original contract amount by $130,000.00 and extending contract end date to October 31, 2024.

m) Request of the Fire Department to award bid ITB-W-1290 for the purchase of five (5) SuperVac Positive Pressure Ventilation Fans, to Heritage Fire Equipment, in the total amount of $24,624.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

n) Request of the Fire Department to purchase one (1) mid-mount aerial ladder (Quint) truck and one (1) fire engine pumper utilizing the Sourcewell cooperative contract #113021-SUT in the total amount of $2,802,781.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

o) Request of the Fire Department to purchase ten (10) thermal imaging cameras utilizing the Sourcewell cooperative contract #10424-MES, in the total amount of $52,606.50 from Municipal Emergency Services. CONSIDERATION AND ADOPTION OF A RESOLUTION.

p) Request of the Police Department to purchase tablets, accessories, and up-fitting services for the Motor Unit (Motorcycles) of the Police Department utilizing State of Michigan Contracts or City of Warren Awards, in a total amount of $68,122.16. CONSIDERATION AND ADOPTION OF A RESOLUTION.

q) Request of the Water Division to award bid ITB-W-1320 for Repair Clamps and Sleeves, for a one (1) year period, with an option to extend for one (1) additional year, be awarded to Etna Supply Company, in an annual amount not to exceed $52,216.05. CONSIDERATION AND ADOPTION OF A RESOLUTION.

r) Proposed resolution providing public notice of intent to sell vacant tax-reverted property at 23825 Woodrow Wilson, Warren, Michigan; Parcel ID No. 13-30-326-035 for $500.00, subject to combination with 23916 Woodrow Wilson; Approving sale following 30-day notice period and accepting grant of easement rights.

s) Proposed resolution providing public notice of intent to sell vacant tax-reverted property at 31736 Ehlert, Warren, Michigan; Parcel ID No. 13-36-178-017 for $1.00, subject to combination with 21748 Ehlert; Approving sale following 30-day notice period and accepting grant of Easement rights.

t) Notice of appointment of Karen Keffer to the Commission on Disabilities with an expiration of term-February 28, 2027.

u) Notice of appointment of Wesley Arnold to the Historical Commission with an expiration of term-February 25, 2027.

v) Notice of re-appointment of Zofia Sylwanowicz Ladak and Donald McIntosh to the Library Commission with an expiration of term-June 30, 2027.

w) Notice of appointment of Amy Motyka to the Parks and Recreation Commission with an expiration of term-June 30, 2027.

x) Notice of the re-appointment of Thomas Miller to the Senior Housing Commission with an expiration of term-December 31, 2029; and the appointment of Jerry L. Burden to the Senior Housing Commission with an expiration of term-December 31, 2028.

y) Request to vacate public utility easement; vacate the existing north/south ten (10) ft. wide public utility easement abutting lots 97 through 101 and lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Groesbeck Highway; 21311 Groesbeck; Section 35; Brays Investments, LLC (Kalven Hermiz); Victor Pirrami (Pirrami Land Holding LLC); PEV240004. Set Public Hearing-October 22,2024.

z) Request to vacate public alley and utility easement; vacate the existing north/south seven (7) ft. wide public alley and utility easement abutting lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision located on the north side of Prospect Avenue and west of Groesbeck Highway; 21311 Groesbeck; Section 35; Brays Investments LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); R & S Grant Investment Company, LLC (Robert Grant); PAV240003. Set Public Hearing-October 22, 2024.

aa) Request to vacate public alley and utility easement; vacate the existing north/south fourteen (14) ft. wide public alley and utility easement abutting lots 72 through 96 and lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Toepfer Road; 21311Groesbeck; Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); PAV240002. Set Public Hearing Date-October 22, 2024.

CITY ATTORNEY'S OFFICE
One City Square, Suite 400
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August 29, 2024

City Council
City of Warren

RE: THE MACOMB DAILY v CITY OF WARREN
M.C.C.C. Case No. 2024-003218-CZ
Hon. Diane M. Druzinski

Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about August 23, 2024, and a copy of the same was forwarded to you by the City Clerk on that date.

Plaintiff *The Macomb Daily* alleges Defendant City of Warren arbitrarily and capriciously denied Plaintiff's Freedom of Information Act ("FOIA") request seeking all applications/résumés submitted since November 7, 2023, for the positions of city attorney, police commissioner, building director, human resources director, and director of parks and recreation. Plaintiff seeks Defendant be compelled to produce unredacted copies of the requested applications and résumés, or to produce redacted copies of the requested records if a FOIA exemption applies, plus attorneys fees and costs.

The lawsuit will be defended in-house by Assistant City Attorney III, Laura Sullivan.

Please place this matter on the next regular agenda to schedule a closed session regarding this litigation pursuant to section 8(e) of Public Act 267 of 1976. At the time Council convenes the closed session, a two-thirds roll call vote is required.

Respectfully submitted,

Mary Michaels
Acting City Attorney

MM/sd/j ID 107516

cc: Lori M. Stone, Mayor

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WARREN, MI 48093-5285
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September 11, 2024

City Council
City of Warren

RE: ***BAN SAEED v AARON BLISS, CITY OF WARREN and MEMBERSELECT INSURANCE COMPANY***
MCCC Case No. 2024-003406-NI
Hon. James Maceroni

Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about September 9, 2024, and a copy of the same was forwarded to you by the City Clerk on that date.

Plaintiff Ban Saeed was operating a motor vehicle that collided with a police vehicle on or about May 3, 2024. She claims that she sustained permanent and serious injuries resulting from the police officer's operation of a motor vehicle. She added a claim against the City of Warren based upon vehicle ownership. She also added a claim against Memberselect Insurance Co. based on withheld payments. Plaintiff is seeking damages in excess of $25,000, plus excess economic loss, wage loss, actual future loss of earnings, and medical expenses.

Please place this matter on the next regular agenda to schedule a closed session regarding this litigation pursuant to section 8(e) of Public Act 267 of 1976. At the time Council convenes the closed session, a two-thirds roll call vote is required.

Respectfully submitted,

Mary Michaels
Acting City Attorney

MM/sd/Saeed, _Mayor and Council ltrs ID 107760

cc: Lori M. Stone, Mayor

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September 5, 2024

City Council
City of Warren

RE: OLIVER BELL GROUP v CITY OF WARREN
MCCC CASE NO. 2024-002873-CZ
Hon. James M. Maceroni

Dear Honorable Council:

Please be advised that the above lawsuit was served on the City of Warren on or about August 26, 2024, and a copy of the same was forwarded to you by the City Clerk on that date.

Plaintiff, Oliver Bell Group, filed a lawsuit against the City of Warren alleging that the City of Warren has violated the Michigan Freedom of Information Act by failing to produce certain law enforcement records. Plaintiff is seeking the immediate release of all the requested documents as well as the full penalties listed under MCL 15.240(7) and MCL 15.240b.

Please place this matter on the next regular agenda to schedule a closed session regarding this litigation pursuant to section 8(e) of Public Act 267 of 1976. At the time Council convenes the closed session, a two-thirds roll call vote is required.

Respectfully submitted,

Mary Michaels
Acting City Attorney

ID 107562

cc: Lori M. Stone, Mayor

CITY CONTROLLER'S OFFICE
ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
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DATE: SEPTEMBER 12, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: AWARD OF BID ITB-W-1316; HEIL TRUCK WELDING & FABRICATION SERVICES

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that Bid ITB-W-1316 to Furnish Heil Truck Welding & Fabrication services be awarded to the sole bidder, Right-Way Truck & Trailer, Inc. 24453 Mound Road, Warren, MI 48091, in a total amount not to exceed $258,231.50.

On Wednesday, September 11, 2024 at 1:00 PM local time, electronic bids for ITB-W-1316; Furnish Heil Truck Welding & Fabrication services for the Division of Public Works were publicly opened. Bids were solicited through the BidNet® (MITN) procurement system. Right-Way Truck & Trailer, Inc. was the sole bidder. Their bid is summarized on the attached bid tabulation form submitted for your review.

If approved by your honorable body, the City's nineteen (19) Heil 28-yard Side Loader Sanitation vehicles will be serviced under this agreement, which includes the removal and replacement of the hopper floor liner, packer blade wear bar slides, rubber belting, and rubber belting weldment and retainers, as needed, for each vehicle.

Funds are available in the DPW Vehicle Maintenance Account: 101-1442-86300.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		9/16/2024
Controller:		9/16/2024
MAYOR:		9/17/2024

AS-READ BID TABULATION

City of Warren
1 City Square
Warren MI 48093

BID: ITB-W-1316
Bid Opening Date: 9/11/2024
Department: DPW

Product or Service: HEIL TRUCK WELDING & FABRICATION

BIDDER	ITEM A UNIT PRICE	ITEM A EXTENDED PRICE (QTY 19)	ITEM B CONTINGENCY	ITEM C CONTINGENCY HOURLY RATE	EXTENDED GRAND TOTAL (ITEM A & B)
RITE-WAY TRUCK & TRAILER, INC.	$ 12,578.01	$ 238,982.19	$ 20,000.00	$ 165.00	$ 258,982.19

Rite-Way Truck & Trailer, Inc. included 6% sales tax with their bid. The City of Warren is tax exempt, therefore the corrected amount should be $258,231.50.

DATE: August 12, 2024
TO: Craig Treppa, Purchasing Agent
FROM: Scott Raedel, Superintendent, Division of Public Works
RE: ITB-W-1316 Heil Truck Welding & Fabrication

Craig,

The Division of public works recommends Rite-Way Truck and Trailer be awarded the bid to:

Remove and replace the hopper floor liner
Remove and replace 6 wear bar slides on the packer blade
Remove and replace the packer blade rubber belting as well as rubber belting weldment and retainers as needed

This will be done on nineteen (19) Heil 28-yard Side Loader Trucks, at a total cost of $258,231.50.

The City of Warren will provide: delivery, pick up, and parts for this bid.

This will be paid for from account 101-1442-86300

I will be available to you or City Council if you have any questions regarding this bid by the Division of Public Works.

Respectfully,

Scott Raedel

Scott Raedel
Superintendent
Division of Public Works

RESOLUTION

Document No: ITB-W-1316
Product or Service: Heil Truck Welding & Fabrication
Requesting Department: Department of Public Works (DPW)

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember_____.

Electronic bids were accepted, publicly opened and read on September 11, 2024 at 1:00 p.m.

The following bid have been received by City Council:

BIDDER:	AMOUNT:

Please see attached bid tabulation

The bid of Right-Way Truck & Trailer, Inc., 24453 Mound Road, Warren, MI 48091, has been determined to be the sole bidder for an award for furnishing Heil Truck Welding & Fabrication services for the City's nineteen (19) Heil 28-yard Side Loader Sanitation vehicles, in a total amount not to exceed $258,231.50.

Funds are available in the DPW Vehicle Maintenance Account: 101-1442-86300.

IT IS RESOLVED, that the bid of Right-Way Truck & Trailer, Inc. is hereby accepted by City Council in the total amount not to exceed $258,213.50.

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
☐ 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 _____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

WARREN
CITY CONTROLLER'S OFFICE
ONE CITY SQUARE, SUITE 425
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DATE: SEPTEMBER 9, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: AWARD OF BID ITB-W-1318; HEAVY DUTY TRUCK TRANSMISSION REPAIR SERVICES

The Purchasing Department concurs with the Department of Public Works (DPW) and recommends that Bid ITB-W-1318 to Furnish Heavy Duty Truck Transmission Repairs for a one (1) year period with the option to renew for two (2) additional one-year periods, at the same terms and conditions, be awarded to the low responsible and cost effective bidder, Bill Jones Enterprises, Inc. dba Metro Airport Truck, 13385 Inkster Road, Taylor, MI 48180 in an annual amount not to exceed $75,191.17.

On Wednesday, September 4, 2024 at 1:00 PM local time, electronic bids for ITB-W-1318; Heavy Duty Truck Transmission Repairs for the Division of Public Works were publicly opened. Bids were solicited through the BidNet® (MITN) procurement system. Three (3) vendors responded with bids, which are summarized on the attached bid tabulation form submitted for your review.

The City has over eighty (80) heavy duty vehicles (fire trucks, sanitation trucks, salt trucks, dump trucks, etc.) that fall under this agreement for Heavy Duty Truck Transmission Repair Services.

If approved by your honorable body, this award will commence on the official date of City Council approval, or November 16, 2024, whichever occurs later, in an annual amount not to exceed $75,191.17.

Funds are available in the DPW Vehicle Maintenance Account: 101-1442-86300.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		9/16/2024
Controller:		9/16/2024
MAYOR:		9/17/2024

CORRECTED BID SUMMARY

City of Warren
One City Square
Warren MI 48093

BID: ITB-W-1318
BID OPENING DATE: 9/4/2024
DEPARTMENT: DPW

PRODUCT OR SERVICE: TRANSMISSION REPAIRS - HEAVY DUTY TRUCK

BIDDER	GRAND TOTAL	
J.B. DLCO TRANSMISSIONS	$	90,947.89
KERRY BROTHERS TRUCK REPAIR	$	75,389.39
METRO AIRPORT TRUCK	$	75,191.17

ITEM A	EST QTY PER YEAR	DESCRIPTION	UNIT PRICE	EST. TOTAL
A.1	1 Each	R&R Rebuilt 3000 RDS	$ 8,999.00	$ 8,999.00
A.2	2 Each	R&R Rebuilt 4500 RDS	$ 9,899.00	$ 19,798.00
A.3	1 Each	R&R Rebuilt 3000 EVS	$ 8,999.00	$ 8,999.00
A.4	2 Each	R&R Rebuilt 4000 RDS	$ 10,999.00	$ 21,998.00
A.5	2 Each	Additional Charge if PTO on transmission	$ 170.00	$ 340.00
		ITEM A: ESTIMATED ANNUAL TOTAL (enter amount on page 2 of bid form):		**$ 60,134.00**

ITEM B	EST QTY PER YEAR	DESCRIPTION- PARTS	PART #	UNIT PRICE	EST. TOTAL
B.1	2 Each	Allison Trans Control Module – Gen 4 -A59	29551869	$ 1,252.42	$ 2,504.84
B.2	2 Each	Allison Harness Assy – Internal HD6 W	29549578	$ 324.00	$ 648.00
B.3	2 Each	Allison Oil Sensor	29549755	$ 590.37	$ 1,180.74
B.4	15 Each	Shell Spirax S6 Synthetic ATF (gallon) or equivalent	550032968	$ 104.88	$ 1,573.20
B.5	10 Each	Allison Kit – Filter – 4" Sump AE	29558118	$ 171.66	$ 1,716.60
B.6	2 Each	Allison Input & Output Sensor	29543432	$ 771.50	$ 1,543.00
B.7	1 Each	Allison Selector Assy – PBSS – Standard	29551556	$ 1,082.76	$ 1,082.76
B.8	15 Each	Allison Noregon USB Translator 2.0 Kit	97004	$ 67.88	$ 1,018.20
		ITEM B: ESTIMATED ANNUAL TOTAL (enter amount on page 2 of bid form):			**$ 11,267.34**

ITEM C	EST QTY PER YEAR	DESCRIPTION-LABOR RATES	HOURLY RATE	EXTENDED TOTAL
C.1	15 Hours	Diagnostic Fee Labor Rate	$ 169.97	$ 2,549.55
C.2	100 Hours	Service Labor Rate	$ 169.97	$ 16,997.00
		ITEM C: ESTIMATED ANNUAL TOTAL (enter amount on page 2 of bid form):		**$ 19,546.55**

GRAND TOTAL:	**$ 90,947.89**

J.B. DLCO Transmissions bid an incorrect grand total for Item B in the amount of $11,266.78. The corrected grand total is shown above.

J.B. DLCO Transmissions bid an incorrect extended total for Item C.2 in the amount of $6,997.00. The corrected extended total is shown above.

ITEM A	EST QTY PER YEAR	DESCRIPTION	UNIT PRICE	EST. TOTAL
A.1	1 Each	R&R Rebuilt 3000 RDS	$ 5,544.52	$ 5,544.52
A.2	2 Each	R&R Rebuilt 4500 RDS	$ 8,653.10	$ 17,306.20
A.3	1 Each	R&R Rebuilt 3000 EVS	$ 5,544.52	$ 5,544.52
A.4	2 Each	R&R Rebuilt 4000 RDS	$ 8,271.38	$ 16,542.76
A.5	2 Each	Additional Charge if PTO on transmission		
		ITEM A: ESTIMATED ANNUAL TOTAL (enter amount on page 2 of bid form):		**$ 44,938.00**

ITEM B	EST QTY PER YEAR	DESCRIPTION- PARTS	PART #	UNIT PRICE	EST. TOTAL
B.1	2 Each	Allison Trans Control Module – Gen 4 -A59	29551869	$ 1,541.29	$ 3,082.58
B.2	2 Each	Allison Harness Assy – Internal HD6 W	29549578	$ 398.74	$ 797.48
B.3	2 Each	Allison Oil Sensor	29549755	$ 726.54	$ 1,453.08
B.4	15 Each	Shell Spirax S6 Synthetic ATF (gallon) or equivalent	550032968	$ 124.77	$ 1,871.55
B.5	10 Each	Allison Kit – Filter – 4" Sump AE	29558118	$ 204.21	$ 2,042.10
B.6	2 Each	Allison Input & Output Sensor	29543432	$ 917.80	$ 1,835.60
B.7	1 Each	Allison Selector Assy – PBSS – Standard	29551556	$ 958.00	$ 958.00
B.8	15 Each	Allison Noregon USB Translator 2.0 Kit	97004	$ 62.40	$ 936.00
		ITEM B: ESTIMATED ANNUAL TOTAL (enter amount on page 2 of bid form):			**$ 12,976.39**

ITEM C	EST QTY PER YEAR	DESCRIPTION-LABOR RATES	HOURLY RATE	EXTENDED TOTAL
C.1	15 Hours	Diagnostic Fee Labor Rate	$ 165.00	$ 2,475.00
C.2	100 Hours	Service Labor Rate	$ 150.00	$ 15,000.00
		ITEM C: ESTIMATED ANNUAL TOTAL (enter amount on page 2 of bid form):		**$ 17,475.00**

	GRAND TOTAL:	**$ 75,389.39**

Kerry Brothers Truck Repair did not enter an amount for Item A.5.

Kerry Brothers Truck Repair bid an incorrect extended total for Item B.7 in the amount of $1,000.00. The corrected extended total is shown above.

Kerry Brothers Truck Repair notified the Purchasing Division that they cannot honor the pricing shown above.

ITEM A	EST QTY PER YEAR	DESCRIPTION	UNIT PRICE	EST. TOTAL
A.1	1 Each	R&R Rebuilt 3000 RDS	$ 7,732.00	$ 7,732.00
A.2	2 Each	R&R Rebuilt 4500 RDS	$ 8,800.00	$ 17,600.00
A.3	1 Each	R&R Rebuilt 3000 EVS	$ 7,732.00	$ 7,732.00
A.4	2 Each	R&R Rebuilt 4000 RDS	$ 8,800.00	$ 17,600.00
A.5	2 Each	Additional Charge if PTO on transmission	$ 202.00	$ 404.00
		ITEM A: ESTIMATED ANNUAL TOTAL (enter amount on page 2 of bid form):		**$ 51,068.00**

ITEM B	EST QTY PER YEAR	DESCRIPTION- PARTS	PART #	UNIT PRICE	EST. TOTAL
B.1	2 Each	Allison Trans Control Module – Gen 4 -A59	29551869	$ 1,064.54	$ 2,129.08
B.2	2 Each	Allison Harness Assy – Internal HD6 W	29549578	$ 275.40	$ 550.80
B.3	2 Each	Allison Oil Sensor	29549755	$ 501.81	$ 1,003.62
B.4	15 Each	Shell Spirax S6 Synthetic ATF (gallon) or equivalent	550032968	$ 76.03	$ 1,140.45
B.5	10 Each	Allison Kit – Filter – 4" Sump AE	29558118	$ 141.05	$ 1,410.50
B.6	2 Each	Allison Input & Output Sensor	29543432	$ 633.91	$ 1,267.82
B.7	1 Each	Allison Selector Assy – PBSS – Standard	29551556	$ 448.50	$ 448.50
B.8	15 Each	Allison Noregon USB Translator 2.0 Kit	97004	$ 43.16	$ 647.40
		ITEM B: ESTIMATED ANNUAL TOTAL (enter amount on page 2 of bid form):			**$ 8,598.17**

ITEM C	EST QTY PER YEAR	DESCRIPTION-LABOR RATES	HOURLY RATE	EXTENDED TOTAL
C.1	15 Hours	Diagnostic Fee Labor Rate	$ 135.00	$ 2,025.00
C.2	100 Hours	Service Labor Rate	$ 135.00	$ 13,500.00
		ITEM C: ESTIMATED ANNUAL TOTAL (enter amount on page 2 of bid form):		**$ 15,525.00**

GRAND TOTAL:	**$**	**75,191.17**

DATE: September 6, 2024
TO: Craig Treppa, Purchasing Agent
FROM: Scott Raedel, Superintendent, Division of Public Works
RE: ITB-W-1318 Allision HD Transmission Repairing and Rebuilding Service

Craig,

The Division of public works recommends Bill Jones Enterprises Inc. d.b.a. Metro Airport Truck for repair and rebuild of Allision HD Transmissions, in an amount not to exceed $75,191.17.

This will be paid from account 101-1442-86300.

I will be available to you or City Council if you have any questions regarding this bid by the Division of Public Works.

Respectfully,

Scott Raedel

Scott Raedel
Superintendent
Division of Public Works

RESOLUTION

Document No: ITB-W-1318
Product or Service: Heavy Duty Transmission Repair/Rebuild
Requesting Department: Department of Public Works (DPW)

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember_____.

Electronic bids were accepted, publicly opened and read on September 4, 2024 at 1 p.m.

The following bid have been received by City Council:

BIDDER:	AMOUNT:

Please see attached bid tabulation

The bid of Bill Jones Enterprises, Inc. dba Metro Airport Truck, 13385 Inkster Road, Taylor, MI 48180 has been determined to be the low responsible and cost effective bidder for an award for a term of one (1) year with the option to renew for two (2) additional one-year periods at the same terms and conditions, in the annual amount not to exceed $75,191.17. The award will commence on the official date of City Council approval, or November 16, 2024, whichever occurs later.

Funds are available in the DPW Vehicle Maintenance Account: 101-1442-86300.

IT IS RESOLVED, that the bid of Bill Jones Enterprises, Inc. dba Metro Airport Truck is hereby accepted by City Council for a period of one (1) year, commencing on the official date of City Council approval, or November 16, 2024, whichever occurs later, with the option to extend for two (2) additional one-year periods, at the same terms and conditions, for an annual amount not to exceed $75,191.17.

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
☐ 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 _____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

DATE: SEPTEMBER 12, 2024

TO: MINDY MOORE, WARREN CITY COUNCIL

SUBJECT: INCREASE OF AWARD FOR MISCELLANEOUS TREE PRUNING SERVICES; ITB-W-0601

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that City Council increase the award for miscellaneous tree pruning services from Limb Walkers Snow & Tree, 10073 Bryce Road, Avoca, MI 48006, from an annual amount not to exceed $72,500.00 to an annual amount not to exceed $90,000.00 for the 2024 calendar year.

On February 22, 2022, Warren City Council approved a one (1) year period for the 2022 calendar year, with options to renew for two (2) additional one (1) year periods (2023 and 2024 calendar years), in an annual amount not to exceed $72,500.00, to Limb Walkers Snow & Tree. This recommendation, before you today, is for an increase of award for the current period, ending December 31, 2024, at the current pricing.

Due to several major wind storms recently, the Department of Public Works (DPW) is recommending an increase of award from an annual amount not to exceed $72,500.00 to an annual amount not to exceed $90,000.00 for the current period, ending on December 31, 2024, at the current pricing.

Funds are available in the following Account: 101-1442-81400.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		9/16/2024
Controller:		9/16/2024
MAYOR:		9/17/2024

DATE: September 11, 2024

TO: Craig Treppa, Purchasing Agent

FROM: Scott Raedel, Superintendent, Division of Public Works

RE: Limb Walkers Tree & Snow Increase ITB-W-0601

Craig,

The Department of Public Works is requesting an increase from $72,500 to $90,000 for Limb Walkers Tree & Snow bid #ITB-W-0601 for miscellaneous tree trimming.

Due to several major wind storms in the last month, the City of Warren has had sustained major tree damage. We are receiving a large amount of calls requesting tree trimming so I am asking for an increase of this bid.

I will be available for any questions you or City Council may have in regards to this increase.

Sincerely,

Scott Raedel

Scott Raedel
Superintendent
Division of Public Works

ne/SR

RESOLUTION

Document No: ITB-W-0601 Increase of Award
Product or Service: Miscellaneous Tree Pruning Services
Requesting Department: Department of Public Works

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember_____.

The Department of Public Works (DPW) is seeking an increase of award from an annual amount not to exceed $72,500.00 to an annual amount not to exceed $90,000.00 for the current period, ending December 31, 2024, to Limb Walkers Snow & Tree, 10073 Bryce Road, Avoca, MI 48006 for miscellaneous tree pruning services, at the current pricing.

Funds are available in the following Account: 101-1442-81400.

IT IS RESOLVED, that an increase of award is hereby accepted by City Council for Limb Walkers Snow & Tree in an annual amount not to exceed $90,000.00 for the current period, ending December 31, 2024, at the current pricing.

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

☐ Bid document
☐ Contract
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 _____, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

_____
Sonja Buffa
City Clerk

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

September 10, 2024

Mindy Moore
City Council Secretary

RE: CONSIDERATION AND ADOPTION OF A RESOLUTION to approve Contract Modification No. 1 and Pay Estimate No.5 to City Contract PL-23-804, Fire Station Parking Lot Reconstruction (Mark Anthony Contracting, Inc.), increasing the original contract amount by $200,000.00 and extending contract end date to October 31, 2024.

On September 26, 2023, the City of Warren and Mark Anthony Contracting, Inc. entered into a contract to perform work specified in the contract documents for Project PL-23-804, Fire Station Parking Lot Reconstruction, attached hereto is a copy of the proposed Contract Modification No. 1 and Pay Estimate No.5 to the City Contract PL-23-804, Fire Station Parking Lot Reconstruction.

Due to an increase in the scope of work per the fire departments request, additional concrete pavement was added to the Fire Stations parking lots, resulting in an increase from the original contract amount by $200,000.00 resulting in an amended contract amount of $1,452,797.68 and extending the contract end date to October 31, 2024.

It is the Engineering Division's recommendation that the Warren City Council approve the Contract Modification No. 1 to the City Contract PL-23-804, Fire Station Parking Lot Reconstruction as presented in the attached Contract Modification No. 1.

Additionally, it is recommended that Payment Estimate No. 5 for the work completed under the contract PL-23-804, Fire Station Parking Lot Reconstruction, in the amount of $138,178.83 be issued to Mark Anthony Contracting, Inc. three (3) days after approval of the attached Contract Modification No. 1.

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

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

Sincerely,

Tina G. Gapshes, P.E.
City Engineer

Read and Concurred:

David Muzzarelli
Public Service Director

Funding Approval:

Kristina Battle
Budget Director

Contract Form Approval:

Mary Michaels
Acting City Attorney

Recommended to Council:

Lori M. Stone
Mayor

Attachment: Contract Modification No. 1, Proposed Resolution, Payment No. 5

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

CONTRACT MODIFICATION

DATE: September 10, 2024

CONTRACT:

PL-23-804 Fire Station Parking Lot Reconstruction

CONTRACT MODIFICATION NO.: **1**

TO: Mark Anthony Contracting, Inc.
4810 Old Plank Road
Milford, MI 48381

NECESSITY FOR REVISION: Due to an increase in the scope of work per the fire departments request, additional concrete pavement was added to the Fire Stations parking lots.

The sum of $200,000.00 is hereby added to the current Contract Amount of $1,252,797.68 resulting in an amended Contract price of $1,452,797.68 and extending the contract end date to October 31, 2024.

This document shall become an amendment to the Contract, and all provisions of the Contract will apply thereto.

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

Accepted by: Gary P. Evangelista Digitally signed by Gary P. Evangelista DN: C=US, E=gary@mackie-ed.com, O="Mark Anthony Contracting, Inc.", CN=Gary P. Evangelista Date: 2024.09.10 16:49:39-04'00' Date: _____
for Mark Anthony Contracting, Inc. (Contractor)

Recommended by: Tina Gapshes Date: 9-11-24
Tina G. Gapshes, P.E., City Engineer

Approved by: Warren City Council on Date: _____

Approved by: _____ Date: _____
Lori M. Stone, Mayor

Approved by: _____ Date: _____
Sonja Buffa, City Clerk

RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 AND PAY ESTIMATE No.5 TO CITY CONTRACT PL-23-804, FIRE STATION PARKING LOT RECONSTRUCTION.

MARK ANTHONY CONTRACTING, INC.

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 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 _____.

Mark Anthony Contracting, Inc. and the City of Warren entered into a contract titled PL-23-804 Fire Station Parking Lot Reconstruction.

Due to an increase in the scope of work per the fire departments request, additional concrete pavement was added to the Fire Stations parking lots.

The Engineering Division recommends approval of the attached Contract Modification No. 1, as submitted, thereby increasing the contract amount by $200,000.00 resulting in an amended contract amount of $1,452,797.68 and extending the contract to October 31, 2024.

The Engineering Division further recommends Payment No. 5 in the amount of $138,178.83 for the work completed under the contract PL-23-804, Fire Station Parking Lot Reconstruction, Mark Anthony Contracting, Inc. after three (3) days of the City Council approval of the attached Contract Modification No. 1.

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled PL-23-804, Fire Station Parking Lot Reconstruction, increasing the contract amount by $200,000.00, and extending the contract to October 31,2024, as presented in the attached Contract Modification No. 1.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 1 to PL-23-804, Fire Station Parking Lot Reconstruction in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 5 in the amount of $138,178.83 payable to Mark Anthony Contracting, Inc. be issued after three (3) days of the City Council's approval of the Contract Modification No. 1.

AYES: Councilpersons _____

_____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this _____ day of_____ 20_____.

_____
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 _____, 20_____.

_____
SONJA BUFFA
City Clerk

Contract Modification No. 1 Resolution
PL-23-804, Fire Station Parking Lot Reconstruction
Mark Anthony Contracting, Inc.

WARREN

PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

PAYMENT REQUEST

Date : September 9, 2024

NOTE: CITY COUNCIL APPROVAL REQ

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

From : Engineering Division

Re : Payment No. **5**
Project No. **PL-23-804**
Location **Fire Station**
Improvement: **Parking Lot Reconstruction**

Payee : **Mark Anthony Contracting, Inc**
4844 Old Plank Road
Milford, MI 48381

Original Contract Amount (City Council Approval 9/26/2023)	$1,252,797.68	
Prop. Contract Modification No. 1 (City Council Approval 9/24/2024)	$200,000.00	
Current Contract Amount		$1,452,797.68
Total Work performed as of 9/7/2024	$1,365,588.33	
Less Retainage **4.59%**	$62,639.88	
Net Amount Earned to Date	$1,302,948.44	
Amount of Previous Payment Requests	$1,164,769.61	
Amount Due This Estimate		**$138,178.83**
Retainage Previously Withheld	$62,639.88	
Retainage Change this Pay Estimate	$0.00	

Chargeable to :
Special Revenue Fund 9204-97400
Local Road Street Repairs & Replacement **$138,178.83**

The total revenue generated should be transferred from the construction account to the City general fund and be credited as revenue generated by the Division of Engineering.

Prepared by:

Olivia Girimonte
Civil Engineer

Approved for Payment by:

Tina G. Gapshes, P.E.
City Engineer

cc: Payee

WARREN
PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

Fire Station Parking Lot Reconstruction
City Project PL-23-804 (ITB-W-0952)
Construction Pay Estimate 5

Mark Anthony Contr., Inc.
4844 Old Plank R0ad
Milford, MI 48381

ITEM No.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY PAID TO DATE	AMOUNT PAID TO DATE	QUANTITY THIS PAYMENT	AMOUNT THIS PAYMENT
	CONCRETE ITEMS								
1	PAVEMENT REMOVAL <12 INCHES	SY	10000.00	$ 11.26	$ 112,600.00	10720.89	$ 120,717.22	789.14	$ 8,885.72
2	EARTH EXCAVATION	CY	3500.00	$ 27.62	$ 96,670.00	2662.98	$ 73,551.51	343.59	$ 9,489.96
	PAVING ITEMS								
3	INSTALL 10" THICK CONCRETE PAVEMENT, M.D.O.T. P1 (6 SACK CEMENT CONTENT)	SY	6000.00	$ 71.41	$ 428,460.00	10773.33	$ 769,323.50	1111.90	$ 79,400.78
4	INSTALL 8" THICK CONCRETE PAVEMENT, M.D.O.T. P1 (6 SACK CEMENT CONTENT)	SY	3000.00	$ 63.26	$ 189,780.00	0.00	$ -	0.00	$ -
5	INSTALL M.D.O.T. CLASS 21AA LIMESTONE SUB-BASE, (MIN. 10" THICK C.I.P. UNDER CONCRETE PAVEMENT	SY	9500.00	$ 18.13	$ 172,235.00	9155.87	$ 165,995.92	1256.34	$ 22,777.44
6	UNDERCUT- EXCAVATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL INSTALL 21AA CRUSHED LIMESTONE (C.I.P.) FOR FILLING UNDERCUT	CY	100.00	$ 78.29	$ 7,829.00	505.53	$ 39,577.94	0.00	$ -
7	INSTALL TENSAR BX1100 OR EQUIVALENT GEOGRID TO STABILIZE THE UNDERCUT AREA(S)	SY	250.00	$ 1.96	$ 490.00	8258.04	$ 16,185.76	1111.90	$ 2,179.32
8	INSTALL 10" THICK CONCRETE APPROACH M.D.O.T. GRADE P-NC (7 SACK CEMENT CONTENT)	SF	7000.00	$ 8.47	$ 59,290.00	2053.62	$ 17,394.16	0.00	$ -
9	INSTALL 10" THICK CONCRETE SIDEWALK, M.D.O.T. GRADE P1 (6 SACK CEMENT CONTENT)	SF	450.00	$ 13.30	$ 5,985.00	327.50	$ 4,355.75	0.00	$ -
10	INSTALL 6" THICK CONCRETE SIDEWALK, M.D.O.T. GRADE P1 (6 SACK CEMENT CONTENT)	SF	1650.00	$ 7.53	$ 12,424.50	620.91	$ 4,675.45	0.00	$ -
11	INSTALL 6" CONCRETE CURB AND GUTTER M.D.O.T. GRADE P1 (6 SACK CEMENT CONTENT)	LF	2500.00	$ 15.88	$ 39,700.00	0.00	$ -	0.00	$ -
12	INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE	LF	20.00	$ 41.89	$ 837.80	0.00	$ -	0.00	$ -
	UTILITY ITEMS								
13	INSTALL 2' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	1.00	$ 3,208.12	$ 3,208.12	3.00	$ 9,624.36	1.00	$ 3,208.12
14	INSTALL 4' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	1.00	$ 5,168.05	$ 5,168.05	0.00	$ -	0.00	$ -
15	ADJUST UTILITY STRUCTURE, COMPLETE	EA	15.00	$ 293.43	$ 4,401.45	14.00	$ 4,108.02	1.00	$ 293.43
16	REBUILD MANHOLE, CATCH BASIN, INLET OR GATE WELL, COMPLETE	VF	10.00	$ 233.60	$ 2,336.00	14.00	$ 3,270.40	7.00	$ 1,635.20
17	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	3.00	$ 397.86	$ 1,193.58	14.00	$ 5,570.04	4.00	$ 1,591.44
18	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	3.00	$ 299.36	$ 898.08	23.00	$ 6,885.28	4.00	$ 1,197.44
19	INSTALL 12" DIA. STORM SEWER, RCP. CL-IV C76 PIPE	LF	50.00	$ 94.44	$ 4,722.00	110.00	$ 10,388.40	0.00	$ -
	TRAFFIC CONTROL ITEMS								
20	TRAFFIC CONTROL DEVICES, COMPLETE	LS	1.00	$ 11,187.48	$ 11,187.48	1.00	$ 11,187.48	0.00	$ -
	RESTORATION ITEMS								
21	INSTALL SEED AND MULCH, COMPLETE	LS	1.00	$ 18,728.45	$ 18,728.45	0.00	$ -	0.00	$ -
22	INSTALL CLASS "A" SOD	SY	100.00	$ 11.58	$ 1,158.00	0.00	$ -	0.00	$ -

WARREN
PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

Fire Station Parking Lot Reconstruction
City Project PL-23-804 (ITB-W-0952)
Construction Pay Estimate 5

Mark Anthony Contr., Inc.
4844 Old Plank ROad
Milford, MI 48381

	MISCELLANEOUS ITEMS									
23	MAINTENANCE GRAVEL, INSTALL AND MAINTAIN	TON	500.00	$ 32.30	$ 16,150.00	0.00	$ -	0.00	$ -
24	CREW DOWNTIME FOR LOCATING MIS-MARKED/UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HR	8.00	$ 282.23	$ 2,257.84	3.00	$ 846.69	0.00	$ -
25	REPAIR MIS-MARKED OR UNMARKED WATER SERVICE	EA	5.00	$ 395.12	$ 1,975.60	0.00	$ -	0.00	$ -
26	CONTINGENCY FOR WORK OUTSIDE OF THE ORIGINAL PAY ITEMS	LS	1.00	$ 20,000.00	$ 20,000.00	0.00	$ -	0.00	$ -
27	AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA	LS	1.00	$ 1,608.68	$ 1,608.68	1.35	$ 2,171.72	0.00	$ -
28	SOIL EROSION AND SEDIMENTATION CONTROL MEASURES	LS	1.00	$ 1,023.50	$ 1,023.50	0.00	$ -	0.00	$ -
29	PERMIT AND INSPECTION FEE ALLOWANCE - AS NEEDED (Macomb County, SESC)	LS	1.00	$ 2,000.00	$ 2,000.00	0.63	$ 1,250.00	0.00	$ -
30	BONDS, INSURANCE, MOBILIZATION AND INITIAL SET-UP EXPENSE (Not to exceed 7% of construction cost)	LS	1.00	$ 28,479.55	$ 28,479.55	1.00	$ 28,479.55	0.00	$ -
	MISCELLANEOUS ITEMS									
31	Agg Base Reconditioning	SY		$ 4.00	$ -	4079.78	$ 16,319.12	0.00	$ -
32	Storm Sewer Removal	LF		$ 16.00	$ -	235.00	$ 3,760.00	0.00	$ -
33	6" Edge Drain	LF		$ 42.00	$ -	30.00	$ 1,260.00	0.00	$ -
34	8" SDR Storm Pipe	LF		$ 94.44	$ -	275.00	$ 25,971.00	65.00	$ 6,138.60
35	Fire Station 3 Mobilization	LS		$ 9,493.18	$ -	1.00	$ 9,493.18	0.00	$ -
36	Sidewalk 4" Concrete	SF		$ 6.50	$ -	2034.75	$ 13,225.88	212.52	$ 1,381.38
Total Work Performed as of 9/7/24					$ 1,252,797.68		$1,365,588.33		$ 138,178.83
Less Retainage			5%				$62,639.88		$ -
Net Amount Earned							$1,302,948.44		$ 138,178.83
Less Previous Payments							$1,164,769.61		$ -
Total Balance Due this Estimate							$138,178.83		$ 138,178.83

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

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

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

for Mark Anthony Contracting
Contractor

City Project PL-23-804
Fire Station Parking Lot Reconstruction
Pay Estimate No. 5

WARREN
Engineering Division
CONSTRUCTION ESTIMATE

Contractor: Mark Anthony Contracting, Inc.
Address: 4844 Old Plank Road
City: Milford, MI 48381

DESCRIPTION			ORIGINAL CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
Original Contract Amount			$ 1,252,797.68		
Total Work Performed as of:		9/7/2024		$ 1,365,588.33	$ 138,178.83
Less Retainage	4.59%			$ 62,639.88	$ -
Net Amount Earned				$ 1,302,948.44	$ 138,178.83
Less Previous Payments				$ 1,164,769.61	$ -
Total Amount Due this Estimate				$ 138,178.83	$ 138,178.83
Original Contract Amount			$ 1,252,797.68		
Total Local Street Repairs & Replacement Fund Work Performed as of:		9/7/2024		$ 1,365,588.33	$ 138,178.83
Less Retainage	4.59%			$ 62,639.88	$ -
Net Amount Earned				$ 1,302,948.44	$ 138,178.83
Less Previous Payments				$ 1,164,769.61	$ -
Total Local Street Repairs and Replacement Special Revenue Fund 9204-97400 Amount Due this Estimate				$ 138,178.83	$ 138,178.83

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

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

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

for Mark Anthony Contracting, Inc.

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

DATE: August 27, 2024

TO: Mindy Moore, City Council Secretary

RE: **CONSIDERATION AND ADOPTION OF A RESOLUTION to approve Contract Modification No. 8 and Final to City Contract TV-18-660, 2018 Annual Sewer Cleaning and Televising, decreasing the current contract amount by $98,419.01 resulting in a final contract amount of $1,236,880.99 and to approve and issue Payment No. 39 and Final in the amount of $34,692.29 to Pipetek Infrastructure Services, LLC.**

Attached hereto is a copy of the proposed Contract Modification No. 8 and Final to the City Contract TV-18-660, 2018 Annual Sewer Cleaning and Televising. The contract modification is for the final adjustment of quantities and balancing the pay items to as-constructed quantities, resulting in a decrease from the current contract amount by $98,419.01.

It is the Engineering Division's recommendation that the Warren City Council approve the Contract Modification No. 8 and Final to the City Contract TV-18-660, 2018 Annual Sewer Cleaning and Televising, as presented in the attached Contract Modification No. 8 and Final.

Additionally, it is recommended that Payment No. 39 and Final for the work completed under the contract TV-18-660, 2018 Annual Sewer Cleaning and Televising, in the amount of $34,692.29 be issued to Pipetek Infrastructure Services, LLC. three (3) days after City Council approval of the attached Contract Modification No. 8 and Final.

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

If you have any questions regarding this matter, I can be reached in my office at (586) 759-9300.

Sincerely,

Tina G. Gapshes, P.E.
City Engineer

Read and Concurred:

David Muzzarelli
Public Service Director

Funding Approval:

Kristina Battle
Budget Director

Approved as to Form:

Mary Michaels
Acting City Attorney

Recommended to Council:

Lori M. Stone
Mayor

TGG/DRW Attach: Contract Modification No. 8 and Final, Proposed Resolution and Payment No. 39 and Final

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

CONTRACT MODIFICATION

DATE: August 27, 2024

CONTRACT: **TV-18-660, 2018 Annual Sewer Cleaning and Televising**

MODIFICATION NO.: **8 and Final**

TO: Pipetek Infrastructure Services, LLC
861 William Street
Plymouth, MI 48170

NECESSITY FOR REVISION: Adjustment of final project quantities.

The adjustment in final quantities is as described in the attached table.

The sum of $98,419.01 is hereby subtracted to the current Contract Amount of $1,335,300.00 resulting in an amended final contract price of $1,236,880.99.

This document shall become an amendment to the Contract, and all provisions of the Contract will apply thereto.

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

The total change in contract due to the adjustment of final project quantities and balancing of the original pay items to as constructed quantities is a $98,419.01 (decrease) resulting in a final contract amount of $1,236,880.99.

Accepted by: _____ Operations Manager _____ Date: 9/4/24
for Pipetek Infrastructure Services, LLC (Contractor)

Recommended by: _____ Date: 9-5-24
Tina G. Gapshes, P.E., City Engineer

Approved by: Warren City Council Date: _____

Approved by: _____ Date: _____
Lori M. Stone, Mayor

Approved by: _____ Date: _____
Sonja Buffa, City Clerk

FINAL ADJUSTMENT OF QUANTITIES
City Project: TV-18-660
2018 Annual Sewer Cleaning and Televising

Contractor: Pipetek Infrastructure Services
15155 Fogg St.
Plymouth, MI 48170

WARREN
PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

ITEM NO.	DESCRIPTION	ORIGINAL BID QUANTITY	UNITS	CONTRACT UNIT PRICE	ORIGINAL BID AMOUNT	FINAL CONTRACT QUANTITY	FINAL CONTRACT AMOUNT	CHANGE IN CONTRACT QUANTITY	CHANGE IN CONTRACT AMOUNT
	CONCRETE ITEMS								
1	CLEAN 8" SEWER	3,000	LF	$1.15	$3,450.00	4576.4	$5,262.86	1576.4	$1,812.86
2	CLEAN 12" SEWER	30,000	LF	$1.25	$37,500.00	98546.2	$120,682.76	66546.2	$83,182.75
3	CLEAN 15" SEWER	3,000	LF	$1.40	$4,200.00	24785.6	$34,699.84	21785.6	$30,499.84
4	CLEAN 18" SEWER	2,000	LF	$1.55	$3,100.00	25855.1	$40,075.41	23855.1	$36,975.41
5	CLEAN 21" - 24" SEWER	3,000	LF	$1.75	$5,250.00	26848.0	$46,984.00	23848.0	$41,734.00
6	CLEAN 27" - 36" SEWER	8,000	LF	$2.00	$16,000.00	23477.9	$46,955.80	15477.9	$30,955.80
7	CLEAN 42" - 66" SEWER	14,000	LF	$2.50	$35,000.00	23349.8	$58,374.50	9349.8	$23,374.50
8	HEAVY CLEANING 8" SEWER	500	LF	$1.20	$600.00	1188.3	$1,425.96	688.3	$825.96
9	HEAVY CLEANING 12" SEWER	10,000	LF	$1.30	$13,000.00	43097.6	$56,027.17	33097.6	$43,027.17
10	HEAVY CLEANING 15" SEWER	2,500	LF	$1.50	$3,750.00	17892.2	$26,838.30	15392.2	$23,088.30
11	HEAVY CLEANING 18" SEWER	1,200	LF	$1.75	$2,100.00	20544.6	$35,953.05	19344.6	$33,853.05
12	HEAVY CLEANING 21" - 24" SEWER	2,000	LF	$2.50	$5,000.00	12966.1	$32,415.25	10966.1	$27,415.25
13	HEAVY CLEANING 27" - 36" SEWER	600	LF	$4.75	$2,850.00	16933.6	$80,434.60	16333.6	$77,584.60
14	HEAVY CLEANING 42" - 66" SEWER	600	LF	$7.75	$4,650.00	16907.1	$131,030.03	16307.1	$126,380.03
15	TV INVESTIGATION & REPORT OF LATERAL 6" SANITARY SEWER LEAD (From Main Sewer)	30	EA	$195.00	$5,850.00	72.0	$14,040.00	42.0	$8,190.00
16	TV INVESTIGATION & REPORT 8" - 60" SANITARY SEWER MAINS	60,000	LF	$1.20	$72,000.00	243060.4	$291,672.48	183060.4	$219,672.48
17	REMOVAL OF MINERAL DEPOSITS	150	EA	$35.00	$5,250.00	145.0	$5,075.00	-5.0	-$175.00
18	CUTTING SERVICE LEAD PROTRUSIONS	50	EA	$75.00	$3,750.00	45.0	$3,375.00	-5.0	-$375.00
19	DOWN TIME and MINIMUM WORK	40	PER HOUR	$200.00	$8,000.00	787.7	$157,534.00	747.7	$149,534.00
20	TRAFFIC CONTROL	35	PER DAY	$400.00	$14,000.00	115.5	$46,200.00	80.5	$32,200.00
21	CONTINGENCIES FOR UNFORESEEN FIELD CONDITIONS, AND WORK OUTSIDE THE SCOPE OF THE PAY ITEMS	1	LS	$10,000.00	$10,000.00	0.2	$1,825.00	-0.8	-$8,175.00
	TOTAL CONSTRUCTION COST				$255,300.00		$1,236,880.99		$981,580.99

Original Contract Amount	$255,300.00
Contract Mod. No. 1 - Increasing the Original Contract Amount	$80,000.00
Contract Mod. No. 2 - Increasing the Original Contract Amount	$200,000.00
Contract Mod. No. 3 - Increasing the Original Contract Amount	$200,000.00
Contract Mod. No. 4 - Increasing the Original Contract Amount	$200,000.00
Contract Mod. No. 5 - Increasing the Original Contract Amount	$0.00
Contract Mod. No. 6 - Increasing the Original Contract Amount	$200,000.00
Contract Mod. No. 7 - Increasing the Original Contract Amount	$200,000.00
Current Contract Amount	$1,335,300.00
Final Contract Amount	$1,236,880.99
Change in Contract Amount	($98,419.01)
Percent Change from Current Contract Amount	-7.96%

WARREN
PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

PAYMENT REQUEST

Date: August 27, 2024

To: Dave Smith, Accountant III, Water Division

From: Engineering Division

Re: Payment No. **39 & Final**
Contract: **TV-18-660**
Location: Various
Improvement: 2018 Sewer Cleaning & Televising

Payee: **Pipetek Infrastructure Services**
15155 Fogg St.
Plymouth, MI 48170

		Council Approval:		
Original Contract Amount		4/10/2018	$255,300.00	
Contract Modification No. 1	(approved 12/4/2018)		$80,000.00	
Contract Modification No. 2	(approved 6/11/2019)		$200,000.00	
Contract Modification No. 3	(approved 11/10/2020)		$200,000.00	
Contract Modification No. 4	(approved 6/8/2021)		$200,000.00	
Contract Modification No. 6	(approved 5/10/2022)		$200,000.00	
Contract Modification No. 7	(approved 12/13/2022)		$200,000.00	
Proposed Final Contract Modification No. 8			($98,419.01)	
	Amended Final Contract Amount			$1,236,880.99
Total Work performed as of:		6/30/2024	$1,236,880.99	
Less Retainage	0%		$0.00	
Net Amount Earned to Date			$1,236,880.99	
Amount of Previous Payment Requests			$1,202,188.70	
	Amount Due This Estimate			$34,692.29
Retainage Previously Withheld			$0.00	
Retainage Change this Pay Estimate			$0.00	
Chargeable to:	1540-80100			$34,692.29

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:

David R. Wirth, P.E.
Environmental Compliance Eng.

Approved for Payment:

Tina G. Gapshes, P.E.
City Engineer

cc: Payee

CONTRACTOR NAME: Pipetek Infrastructure Services

ADDRESS: 661 William Street

CITY, STATE, ZIP: Plymouth, MI 48170

City of Warren
Division of Engineering
TY-18-660
PAY ESTIMATE #39 & Final

DATE: May 1, 2024

IMPROVEMENT: 2018 Sewer Cleaning & Televising

LOCATION: VARIOUS

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	ORIGINAL CONTRACT AMOUNT	TOTAL QUANTITY PAID TO DATE	TOTAL AMOUNT PAID TO DATE	TOTAL QUANTITY THIS PAYMENT	TOTAL AMOUNT THIS PAYMENT
1	CLEAN 8" SEWER	LF	$1.15	3,000	$3,450.00	4,576.4	$5,262.86	0.0	$0.00
2	CLEAN 12" SEWER	LF	$1.25	30,000	$37,500.00	88,086.5	$110,058.13	7,859.7	$9,824.63
3	CLEAN 15" SEWER	LF	$1.40	3,000	$4,200.00	24,661.5	$34,526.10	124.1	$173.74
4	CLEAN 18" SEWER	LF	$1.55	2,000	$3,100.00	25,855.1	$40,075.41	0.0	$0.00
5	CLEAN 21" - 24" SEWER	LF	$1.75	3,000	$5,250.00	26,849.0	$46,986.00	0.0	$0.00
6	CLEAN 27" - 36" SEWER	LF	$2.00	8,000	$16,000.00	23,477.9	$46,955.80	0.0	$0.00
7	CLEAN 42" - 66" SEWER	LF	$2.50	14,000	$35,000.00	22,812.0	$56,530.00	737.8	$1,844.50
8	HEAVY CLEANING 8" SEWER	LF	$1.20	500	$600.00	1,188.3	$1,425.96	0.0	$0.00
9	HEAVY CLEANING 12" SEWER	LF	$1.30	10,000	$13,000.00	39,218.7	$50,973.94	3,897.1	$5,063.23
10	HEAVY CLEANING 15" SEWER	LF	$1.50	2,500	$3,750.00	17,892.2	$26,838.30	0.0	$0.00
11	HEAVY CLEANING 18" SEWER	LF	$1.75	1,200	$2,100.00	20,544.6	$35,953.05	0.0	$0.00
12	HEAVY CLEANING 21" - 24" SEWER	LF	$2.50	2,000	$5,000.00	12,966.1	$32,415.25	0.0	$0.00
13	HEAVY CLEANING 27" - 36" SEWER	LF	$4.75	800	$2,850.00	15,800.8	$60,434.80	0.0	$0.00
14	HEAVY CLEANING 42" - 66" SEWER	LF	$7.75	600	$4,650.00	16,285.0	$126,208.75	672.1	$4,821.28
15	TV INVESTIGATION & REPORT OF LATERAL 6" SANITARY SEWER LEAD (From Main Sewer)	EA	$195.00	30	$5,850.00	71.0	$13,845.00	1.0	$195.00
16	TV INVESTIGATION & REPORT 8" - 60" SANITARY SEWER MAINS	LF	$1.20	60,000	$72,000.00	234,743.8	$281,692.56	8,316.8	$9,979.92
17	REMOVAL OF MINERAL DEPOSITS	EA	$35.00	150	$5,250.00	145.0	$5,075.00	0.0	$0.00
18	CUTTING SERVICE LEAD PROTRUSIONS	EA	$75.00	50	$3,750.00	45.0	$3,375.00	0.0	$0.00
19	DOWN TIME and MINIMUM WORK	PER HOUR	$200.00	40	$8,000.00	773.67	$154,734.00	10.0	$2,000.00
20	TRAFFIC CONTROL	PER DAY	$400.00	35	$14,000.00	115.5	$46,200.00	0.0	$0.00
21	CONTINGENCIES FOR UNFORESEEN FIELD CONDITIONS, AND WORK OUTSIDE THE SCOPE OF THE PAY ITEMS	LS	$10,000.00	1	$10,000.00	0.1825	$1,825.00	0.0	$0.00
	TOTAL WORK PERFORMED AS OF 6/30/2024				$255,300.00		$1,235,880.99		$34,892.29
	LESS RETAINAGE 0%						$0.00		$0.00
	NET AMOUNT EARNED						$1,235,880.99		$34,892.29
	LESS PREVIOUS PAYMENTS						$1,202,188.70		$0.00
	BALANCE DUE THIS ESTIMATE						$34,692.29		$34,892.29

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. Gaustek, P.E.
City Engineer

Accordingly 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 hereunto, without collusion and fraud in any respect.

Operations Manager 9/4/24

Contractor

2018 Sewer Cleaning & Televising
City Project No. TV-18-660
Pay Estimate No. 39 & Final

WARREN
Engineering Division
CONSTRUCTION ESTIMATE

Contractor: Pipetek Infrastructure Services
Address: 861 William Street
City: Plymouth, MI 48170

DESCRIPTION			ORIGINAL CONTRACT AMOUNT	FINAL CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
			$255,300.00	$1,236,880.99		
Total Work Performed as of:	6/30/2024				$1,236,880.99	$34,692.29
Less Retainage		0%			$0.00	$0.00
Net Amount Earned					$1,236,880.99	$34,692.29
Less Previous Payments					$1,202,188.70	$0.00
Total Amount Due this Estimate					$34,692.29	**$34,692.29**

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

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

RESOLUTION TO APPROVE CONTRACT MODIFICATION No. 8 AND FINAL AND PAYMENT No. 39 AND FINAL FOR CITY PROJECT TV-18-660 2018 ANNUAL SEWER CLEANING AND TELEVISING

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

PRESENT: Councilpersons_____

_____

ABSENT: Councilpersons_____

The following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____.

Pipetek Infrastructure Services, LLC and the City of Warren entered into a contract titled TV-18-660, 2018 Annual Sewer Cleaning and Televising.

The Engineering Division recommends approval of the attached Contract Modification No. 8 and Final as submitted, thereby decreasing the current contract amount by $98,419.01.

The City Engineer further recommends that Payment No. 39 and Final to Pipetek Infrastructure Services, LLC in the amount of $34,692.29 be issued three (3) days after the approval of Contract Modification No. 8 and Final.

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled TV-18-660, 2018 Annual Sewer Cleaning and Televising project for adjustment of final project quantities and payment to the Contractor for all work completed resulting in a decrease of $98,419.01 to the current contract amount, as presented in the attached Contract Modification No. 8 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 8 and Final to City Contract TV-18-660, 2018 Annual Sewer Cleaning and Televising project in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 39 and Final to Pipetek Infrastructure Services, LLC in the amount of $34,692.29 be issued three (3) days after the approval of Contract Modification No. 8 and Final including releasing any interest on retainage.

AYES: Councilpersons: _____

_____

NAYS: Councilpersons: _____

_____

RESOLUTION DECLARED ADOPTED this_____day of_____, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, 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 _____, 2024.

_____
SONJA BUFFA
City Clerk

Resolution to approve Contract Modification No. 8 and Final
TV-18-660, 2018 Annual Sewer Cleaning and Televising
Pipetek Infrastructure Services, LLC

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

DATE: August 30, 2024

TO: Mindy Moore, City Council Secretary

RE: **CONSIDERATION AND ADOPTION OF A RESOLUTION to approve Contract Modification No. 2 and Final to City Contract WP-23-793, Gloede St Reconstruction and Water Main Extension, decreasing the current contract amount by $6,038.84 resulting in a final contract amount of $1,597,412.52 and to approve and issue Payment No. 4 and Final in the amount of $9,368.04 to Mark Anthony Contracting.**

Attached hereto is a copy of the proposed Contract Modification No. 2 and Final to the City Contract WP-23-793, Gloede St Reconstruction and Water Main Extension. The contract modification is for the final adjustment of quantities and balancing the pay items to as-constructed quantities, resulting in a decrease from the current contract amount by $6,038.84.

It is the Engineering Division's recommendation that the Warren City Council approve the Contract Modification No. 2 and Final to the City Contract WP-23-793, Gloede St Reconstruction and Water Main Extension, as presented in the attached Contract Modification No. 2 and Final.

Additionally, it is recommended that Payment No. 4 and Final for the work completed under the contract WP-23-793, Gloede St Reconstruction and Water Main Extension, in the amount of $9,368.04 be issued to Mark Anthony Contracting three (3) days after City Council approval of the attached Contract Modification No. 2 and Final.

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

If you have any questions regarding this matter, I can be reached in my office at (586) 759-9300.

Sincerely,

Tina G. Gapshes, P.E.
City Engineer

Read and Concurred:

David Muzzarelli
Public Service Director

Funding Approval:

Kristina Battle
Budget Director

Approved as to Form:

Mary Michaels
Acting City Attorney

Recommended to Council:

Lori M. Stone
Mayor

TGG/DRW Attach: Contract Modification No. 2 and Final, Proposed Resolution and Payment No. 4 and Final

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

CONTRACT MODIFICATION

DATE: August 30, 2024

CONTRACT: **WP-23-793, Gloede St Reconstruction and Water Main Extension**

MODIFICATION NO.: **2 and Final**

TO: Mark Anthony Contracting
4844 Old Plank Road
Milford, MI 48381

NECESSITY FOR REVISION: Adjustment of final project quantities.

The adjustment in final quantities is as described in the attached table.

The sum of $6,038.84 is hereby subtracted to the current Contract Amount of $1,603,451.36 resulting in an amended final contract price of $1,597,412.52.

This document shall become an amendment to the Contract, and all provisions of the Contract will apply thereto.

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

The total change in contract due to the adjustment of final project quantities and balancing of the original pay items to as constructed quantities is a $6,038.84 (decrease) resulting in a final contract amount of $1,597,412.52.

Accepted by: Bret Sheffer Digitally signed by Bret Sheffer DN: C=US, E=bret@macinc-mi.com, O="Mark Anthony Contracting, Inc", CN=Bret Sheffer Date: 2024.09.09 12:13:28-04'00' Date: _____
for Mark Anthony Contracting (Contractor)

Recommended by: _____ Date: 9-10-24
Tina G. Gapshes, P.E., City Engineer

Approved by: Warren City Council Date: _____

Approved by: _____ Date: _____
Lori M. Stone, Mayor

Approved by: _____ Date: _____
Sonja Buffa, City Clerk

PAYMENT REQUEST

PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

Date: August 30, 2024

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

NOTE: CITY COUNCIL APPROVAL REQUIRED

From: Engineering Division

Re: Payment No. **4 & Final**
Contract: **WP-23-793**
Location: Gloede Street
Improvement: Reconstruction and Water Main Extension

Payee: **Mark Anthony Contracting**
4844 Old Plank Road
Milford, MI 48381

	Council Approval:		
Original Contract Amount	6/27/2023	$1,473,451.36	
Approved Contract Modification #1	2/13/2024	$130,000.00	
Proposed Contract Modification #2 & Final		($6,038.84)	
Final Contract Amount			$1,597,412.52
Total Work performed as of:	6/30/2024	$1,597,412.52	
Less Retainage 0.00%		$0.00	
Net Amount Earned to Date		$1,597,412.52	
Amount of Previous Payment Requests		$1,588,044.48	
Amount Due This Estimate			**$9,368.04**
Retainage Previously Withheld		$5,000.00	
Retainage Change this Pay Estimate		($5,000.00)	

Chargeable to: **2023 MTF Bonds – 2023 MTF Major Streets Construction** **$8,009.67**
Line Item (438-9438-97450)

Chargeable to: **Contract Awarded Fund** **$1,358.37**
Line Item (592-9044-97001)

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:

David R. Wirth, P.E.
Assistant City Engineer

Approved for Payment:

Tina G. Gapshes, P.E.
City Engineer

cc: Payee

Mark Anthony Contracting, Inc.
4810 Old Plank Road
Milford, MI 48381
248-900-4900
Project Manager: Bret Sheffer

Client Company Tetra Tech
Address
City, State ZIP
Phone
Contact Name Steve Magnan
Client Company Job # WP-23-793

Project Name: Gloede St.
MAC Job #: 23-092
App#: PA5 Final
App Date: 7/13/24

Line #	Description	Contract Quantity	Unit	Quantity This Estimate	Quantity Previous Estimate	Quantity To Date	Unit Price	Total Amount Earned	Amount Earned This Estimate
1	Sewer, Rem, Less than 24 inch	24.00	Ft		36.00	36.00	$ 58.70	$ 2,113.20	$ -
2	Curb and Gutter, Rem	4622.00	Ft		5268.00	5268.00	$ 2.46	$ 12,959.28	$ -
3	Pavt, Rem	8960.00	Syd		9610.12	9610.12	$ 11.03	$ 105,999.62	$ -
4	Sidewalk, Rem	410.00	Syd		541.63	541.63	$ 16.05	$ 8,693.16	$ -
5	Station Grading	27.00	Sta		27.00	27.00	$ 4,937.00	$ 133,299.00	$ -
6	Erosion Control Measures	1.00	LSUM		1.00	1.00	$ 1,342.17	$ 1,342.17	$ -
7	Aggregate Base, 4 inch	279.00	Syd		251.69	251.69	$ 8.57	$ 2,156.98	$ -
8	Aggregate Base, 6 inch	925.00	Syd		962.98	962.98	$ 8.80	$ 8,474.22	$ -
9	Aggregate Base, 10 inch	9529.00	Syd		9825.23	9825.23	$ 14.41	$ 141,581.56	$ -
10	Maintenance Gravel	100.00	Ton		0.00	0.00	$ 32.80	$ -	$ -
11	Geotextile, Separator	9509.00	Syd		10298.66	10298.66	$ 1.89	$ 19,464.47	$ -
12	Steel Casing Pipe, 16 inch, Jacked in Place	80.00	Ft		80.00	80.00	$ 562.32	$ 44,985.60	$ -
13	Sewer, Cl A, 12 inch, Tr Det B	65.00	Ft		71.50	71.50	$ 96.21	$ 6,879.02	$ -
14	Dr Structure Cover, Adj, Case 1	19.00	Ea		21.00	21.00	$ 813.76	$ 17,088.96	$ -
15	Dr Structure, 24 inch dia	3.00	Ea		3.00	3.00	$ 2,541.29	$ 7,623.87	$ -
16	Dr Structure, 48 inch dia	1.00	Ea		1.00	1.00	$ 4,280.42	$ 4,280.42	$ -
17	Dr Structure, Adj, Add Depth	1.00	Ft		46.20	46.20	$ 335.54	$ 15,501.95	$ -
18	Dr Structure Cover, Catch Basin	15.00	Ea		15.00	15.00	$ 554.73	$ 8,320.95	$ -
19	HMA Surface, Rem	7670.00	Syd		6928.39	6928.39	$ 3.63	$ 25,150.06	$ -
20	Hand Patching	50.00	Ton		0.00	0.00	$ 351.45	$ -	$ -
21	Conc Base Cse, Nonreinf, 10 inch	20.00	Syd		0.00	0.00	$ 133.75	$ -	$ -
22	Conc Pavt with Integral Curb, Nonreinf, 8 inch	8731.00	Syd		6887.17	6887.17	$ 56.40	$ 501,236.39	$ -
23	Joint, Contraction, Crg	37.00	Ft		0.00	0.00	$ 18.40	$ -	$ -
24	Driveway, Nonreinf Conc, 6 inch	575.00	Syd		106.20	106.20	$ 69.84	$ 7,417.01	$ -
25	Curb and Gutter, Conc, Det F3	15.00	Ft		15.00	15.00	$ 74.09	$ 1,111.35	$ -
26	Detectable Warning Surface	106.00	Ft		103.20	103.20	$ 43.96	$ 4,536.67	$ -
27	Curb Ramp Opening, Conc	101.00	Ft		157.70	157.70	$ 27.65	$ 4,360.41	$ -
28	Sidewalk, Conc, 4 inch	1551.00	Sft		2322.50	2322.50	$ 6.44	$ 14,956.90	$ -
29	Sidewalk, Conc, 6 inch	1829.00	Sft		407.20	407.20	$ 8.18	$ 3,330.90	$ -
30	Curb Ramp, Conc, 6 inch	1225.00	Sft		1165.20	1165.20	$ 9.15	$ 10,661.58	$ -
31	Post, Steel, 3 pound	234.00	Ft		224.00	224.00	$ 14.06	$ 3,149.44	$ -
32	Sign, Type III, Erect, Salv	4.00	Ea		4.00	4.00	$ 117.15	$ 468.60	$ -
33	Sign, Type III, Rem	20.00	Ea		20.00	20.00	$ 11.72	$ 234.40	$ -
34	Sign, Type IIIA	43.00	Sft		43.75	43.75	$ 29.29	$ 1,281.44	$ -
35	Sign, Type IIIB	14.00	Sft		12.50	12.50	$ 29.29	$ 366.13	$ -
36	Sign, Type III, Rem, Salv	4.00	Ea		4.00	4.00	$ 117.15	$ 468.60	$ -
37	Ground Mtd Sign Support, Rem	16.00	Ea		16.00	16.00	$ 29.29	$ 468.64	$ -
38	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	580.00	Ft	607.00	0.00	607.00	$ 3.81	$ 2,312.67	$ 2,312.67
39	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	114.00	Ft	113.00	0.00	113.00	$ 15.18	$ 1,715.34	$ 1,715.34
40	Fire Hydrant	1.00	Ea		1.00	1.00	$ 11,949.30	$ 11,949.30	$ -
41	Water Main, DI, 8 inch, Tr Det G	320.00	Ft		320.00	320.00	$ 189.78	$ 60,729.60	$ -
42	Gate Well, 72 inch dia	1.00	Ea		1.00	1.00	$ 3,098.62	$ 3,098.62	$ -
43	Gate Box, Adj, Case 1	8.00	Ea		4.00	4.00	$ 813.76	$ 3,255.04	$ -

44	Water Main, DI, 8 inch	80.00	Ft		80.00	80.00	$ 189.78	$ 15,182.40	$ -
45	Tapping Sleeve and Valve, 8 in by 12 in	1.00	Ea		1.00	1.00	$ 22,845.42	$ 22,845.42	$ -
46	Sanitary Structure Cover, Adj, Case 1	1.00	Ea		2.00	2.00	$ 4,686.00	$ 9,372.00	$ -
47	Fence, Protective	200.00	Ft		0.00	0.00	$ 3.51	$ -	$ -
48	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	20.00	Ea		34.00	34.00	$ 134.72	$ 4,580.48	$ -
49	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	20.00	Ea		34.00	34.00	$ 0.01	$ 0.34	$ -
50	Pedestrian Type II Barricade, Temp	15.00	Ea		19.00	19.00	$ 158.15	$ 3,004.85	$ -
51	Lighted Arrow, Type C, Furn	2.00	Ea		2.00	2.00	$ 761.48	$ 1,522.96	$ -
52	Lighted Arrow, Type C, Oper	2.00	Ea		2.00	2.00	$ 0.01	$ 0.02	$ -
53	Minor Traf Devices	1.00	LSUM		1.00	1.00	$ 5,798.93	$ 5,798.93	$ -
54	Pavt Mrkg, Longit, 6 Inch or Less Width, Rem	500.00	Ft	121.00	0.00	121.00	$ 2.81	$ 340.01	$ 340.01
55	Plastic Drum, Fluorescent, Furn	50.00	Ea		100.00	100.00	$ 33.97	$ 3,397.00	$ -
56	Plastic Drum, Fluorescent, Oper	50.00	Ea		100.00	100.00	$ 0.01	$ 1.00	$ -
57	Sign Cover	5.00	Ea		0.00	0.00	$ 117.15	$ -	$ -
58	Sign, Portable, Changeable Message, Furn	4.00	Ea		0.00	0.00	$ 6,443.25	$ -	$ -
59	Sign, Portable, Changeable Message, Oper	4.00	Ea		0.00	0.00	$ 0.01	$ -	$ -
60	Sign, Type B, Temp, Prismatic, Furn	700.00	Sft		540.50	540.50	$ 8.20	$ 4,432.10	$ -
61	Sign, Type B, Temp, Prismatic, Oper	700.00	Sft		540.50	540.50	$ 0.01	$ 5.41	$ -
62	Sign, Type B, Temp, Prismatic, Spec, Furn	200.00	Sft		160.00	160.00	$ 16.40	$ 2,624.00	$ -
63	Sign, Type B, Temp, Prismatic, Spec, Oper	200.00	Sft		160.00	160.00	$ 0.01	$ 1.60	$ -
64	Traf Regulator Control	1.00	LSUM		1.00	1.00	$ 11,836.27	$ 11,836.27	$ -
65	Turf Establishment, Performance	5046.00	Syd		4520.00	4520.00	$ 10.26	$ 46,375.20	$ -
66	Sprinkler Line (As Needed)	300.00	Ft		1119.00	1119.00	$ 5.86	$ 6,557.34	$ -
67	Sprinkler Head, Replace (As Needed)	10.00	Ea		117.00	117.00	$ 140.58	$ 16,447.86	$ -
68	Sprinkler Head, Relocate (As Needed)	10.00	Ea		6.00	6.00	$ 128.87	$ 773.22	$ -
69	BONDS, INSURANCE AND INITIAL SET-UP EXPENSE, Max $246,000	1.00	LSUM		1.00	1.00	$ 43,930.77	$ 43,930.77	$ -
70	Contingency For Work Outside of The Original Pay Items	1.00	Dlr		0.00	0.00	$ 30,000.00	$ -	$ -
71	Permit Fee Allowance	1.00	Dlr		0.00	0.00	$ 8,000.00	$ -	$ -
72	Audio-Visual Filming	1.00	LSUM		1.00	1.00	$ 1,070.00	$ 1,070.00	$ -
Add	Undercuts w/ 21AA C/C		Cyd		461.90	461.90	$ 75.86	$ 35,039.73	$ -
Add	8" Concrete Driveway		Syd		510.80	510.80	$ 77.00	$ 39,331.60	$ -
Add	8" Concrete Sidewalk thru Driveway		Sft		1228.60	1228.60	$ 11.00	$ 13,514.60	$ -
Add	Structure Cover, Gatewell	5.00	Ea		5.00	5.00	$ 619.45	$ 3,097.25	$ -
Add	6" Plastic Corrugated Edge Drain	5600.00	Ft		5512.00	5512.00	$ 18.47	$ 101,806.64	$ -
Add	Sewer Tap, 12 Inch	2.00	Ea		2.00	2.00	$ 750.00	$ 1,500.00	$ -
Add									
						0.00	$ -	$ -	$ -

	Previous Payments					
		Total Amount Earned			$ 1,597,412.52	$ 4,368.02
1	$1,000,668.68	Less Bonds & Dues	0.0000		$ -	$ -
2	$55,095.75	Less Retainage	0%		$ -	$ -
3	$324,874.92	Total Allowed			$ 1,597,412.52	$ 4,368.02
4	$207,405.13	Less Previous Payment			$ 1,588,044.48	
5		Total Amount Due			$ 9,368.04	
6						
7						
8						
9				Bret Sheffer		
10						
TOTAL	$1,588,044.48					

Digitally signed by Bret Sheffer
DN: C=US, E=bret@macinc-mi.com, O="Mark Anthony Contracting, Inc", CN=Bret Sheffer
Date: 2024.09.09 13:17:49-04'00'

City of Warren
Division of Engineering
WP-23-793
Payment No. 4 & Final

CONTRACTOR NAME: Mark Anthony Contracting
ADDRESS: 4844 Old Plank Road
CITY, STATE, ZIP: Milford, MI 48381

DESCRIPTION		ORIGINAL CONTRACT AMOUNT	FINAL CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
		$1,473,451.36	$1,597,412.52		
Total Work Performed as of:	6/30/2024			$1,597,412.52	$4,368.04
Less Retainage	0.00%			$0.00	($5,000.00)
Net Amount Earned				$1,597,412.52	$9,368.04
Less Previous Payments				$1,588,044.48	$0.00
Total Amount Due this Estimate				$9,368.04	**$9,368.04**
		$1,262,341.89	$1,365,787.70		
Total 2023 MTF Bonds - Work Performed as of:	6/30/2024			$1,365,787.70	$3,734.67
Less Retainage	0.00%			$0.00	($4,275.00)
Net Amount Earned				$1,365,787.70	$8,009.67
Less Previous Payments				$1,357,778.03	$0.00
Total 2023 MTF Bonds - Work Due this Estimate				$8,009.67	**$8,009.67**
		$211,109.47	$231,624.82		
Total Contract Awarded Fund - Work Performed as of:	6/30/2024			$231,624.82	$633.37
Less Retainage	0.00%			$0.00	($725.00)
Net Amount Earned				$231,624.82	$1,358.37
Less Previous Payments				$230,266.45	$0.00
Total Contract Awarded Fund - Work Due this Estimate				$1,358.37	$1,358.37

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

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

RESOLUTION TO APPROVE CONTRACT MODIFICATION No. 2 AND FINAL AND PAYMENT No. 4 AND FINAL FOR CITY PROJECT P-23-797, GLOEDE ST RECONSTRUCTION AND WATER MAIN EXTENSION

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

PRESENT: Councilpersons_____

_____

ABSENT: Councilpersons_____

The following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____.

Mark Anthony Contracting and the City of Warren entered into a contract titled WP-23-793, Gloede St Reconstruction and Water Main Extension.

The Engineering Division recommends approval of the attached Contract Modification No. 2 and Final as submitted, thereby decreasing the current contract amount by $6,038.84.

The City Engineer further recommends that Payment No. 4 and Final to Mark Anthony Contracting in the amount of $9,368.04 be issued three (3) days after the approval of Contract Modification No. 2 and Final.

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled WP-23-793, Gloede St Reconstruction and Water Main Extension project for adjustment of final project quantities and payment to the Contractor for all work completed resulting in a decrease of $6,038.84 to the current contract amount, as presented in the attached Contract Modification No. 2 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 2 and Final to City Contract WP-23-793, Gloede St Reconstruction and Water Main Extension project in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 4 and Final to Mark Anthony Contracting in the amount of $9,368.84 be issued three (3) days after the approval of Contract Modification No. 2 and Final including releasing any interest on retainage.

AYES: Councilpersons: _____

_____

NAYS: Councilpersons: _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, 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 _____, 2024.

_____
SONJA BUFFA
City Clerk

Mark Anthony Contracting, Inc.
4810 Old Plank Road
Milford, MI 48381
248-900-4900
Project Manager: Bret Sheffer

Client Company Tetra Tech
Address
City, State ZIP
Phone
Contact Name Steve Magnan
Client Company Job # WP-23-793

Project Name: Gloede St.
MAC Job #: 23-092

Line #	Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	Final Quantity	Final Amount	Change in Contract Quantity	Change in Contract Amount
1	Sewer, Rem, Less than 24 inch	24	Ft	$ 58.70	$ 1,408.80	36.00	$ 2,113.20	12.00	$ 704.40
2	Curb and Gutter, Rem	4622	Ft	$ 2.46	$ 11,370.12	5268.00	$ 12,959.28	646.00	$ 1,589.16
3	Pavt, Rem	8960	Syd	$ 11.03	$ 98,828.80	9610.12	$ 105,999.62	650.12	$ 7,170.82
4	Sidewalk, Rem	410	Syd	$ 16.05	$ 6,580.50	541.63	$ 8,693.16	131.63	$ 2,112.66
5	Station Grading	27	Sta	$ 4,937.00	$ 133,299.00	27.00	$ 133,299.00	0.00	$ -
6	Erosion Control Measures	1	LSUM	$ 1,342.17	$ 1,342.17	1.00	$ 1,342.17	0.00	$ -
7	Aggregate Base, 4 inch	279	Syd	$ 8.57	$ 2,391.03	251.69	$ 2,156.98	-27.31	$ (234.05)
8	Aggregate Base, 6 inch	925	Syd	$ 8.80	$ 8,140.00	962.98	$ 8,474.22	37.98	$ 334.22
9	Aggregate Base, 10 inch	9529	Syd	$ 14.41	$ 137,312.89	9825.23	$ 141,581.56	296.23	$ 4,268.67
10	Maintenance Gravel	100	Ton	$ 32.80	$ 3,280.00	0.00	$ -	-100.00	$ (3,280.00)
11	Geotextile, Separator	9509	Syd	$ 1.89	$ 17,972.01	10298.66	$ 19,464.47	789.66	$ 1,492.46
12	Steel Casing Pipe, 16 inch, Jacked in Place	80	Ft	$ 562.32	$ 44,985.60	80.00	$ 44,985.60	0.00	$ -
13	Sewer, Cl A, 12 inch, Tr Det B	65	Ft	$ 96.21	$ 6,253.65	71.50	$ 6,879.02	6.50	$ 625.37
14	Dr Structure Cover, Adj, Case 1	19	Ea	$ 813.76	$ 15,461.44	21.00	$ 17,088.96	2.00	$ 1,627.52
15	Dr Structure, 24 inch dia	3	Ea	$ 2,541.29	$ 7,623.87	3.00	$ 7,623.87	0.00	$ -
16	Dr Structure, 48 inch dia	1	Ea	$ 4,280.42	$ 4,280.42	1.00	$ 4,280.42	0.00	$ -
17	Dr Structure, Adj, Add Depth	1	Ft	$ 335.54	$ 335.54	46.20	$ 15,501.95	45.20	$ 15,166.41
18	Dr Structure Cover, Catch Basin	15	Ea	$ 554.73	$ 8,320.95	15.00	$ 8,320.95	0.00	$ -
19	HMA Surface, Rem	7670	Syd	$ 3.63	$ 27,842.10	6928.39	$ 25,150.06	-741.61	$ (2,692.04)
20	Hand Patching	50	Ton	$ 351.45	$ 17,572.50	0.00	$ -	-50.00	$ (17,572.50)
21	Conc Base Cse, Nonreinf, 10 inch	20	Syd	$ 133.75	$ 2,675.00	0.00	$ -	-20.00	$ (2,675.00)
22	Conc Pavt with Integral Curb, Nonreinf, 8 inch	8731	Syd	$ 56.40	$ 492,428.40	8887.17	$ 501,236.39	156.17	$ 8,807.99
23	Joint, Contraction, Crg	37	Ft	$ 18.40	$ 680.80	0.00	$ -	-37.00	$ (680.80)
24	Driveway, Nonreinf Conc, 6 inch	575	Syd	$ 69.84	$ 40,158.00	106.20	$ 7,417.01	-468.80	$ (32,740.99)
25	Curb and Gutter, Conc, Det F3	15	Ft	$ 74.09	$ 1,111.35	15.00	$ 1,111.35	0.00	$ -
26	Detectable Warning Surface	106	Ft	$ 43.96	$ 4,659.76	103.20	$ 4,536.67	-2.80	$ (123.09)
27	Curb Ramp Opening, Conc	101	Ft	$ 27.65	$ 2,792.65	157.70	$ 4,360.41	56.70	$ 1,567.76
28	Sidewalk, Conc, 4 inch	1551	Sft	$ 6.44	$ 9,988.44	2322.50	$ 14,956.90	771.50	$ 4,968.46
29	Sidewalk, Conc, 6 inch	1829	Sft	$ 8.18	$ 14,961.22	407.20	$ 3,330.90	-1421.80	$ (11,630.32)
30	Curb Ramp, Conc, 6 inch	1225	Sft	$ 9.15	$ 11,208.75	1165.20	$ 10,661.58	-59.80	$ (547.17)
31	Post, Steel, 3 pound	234	Ft	$ 14.06	$ 3,290.04	224.00	$ 3,149.44	-10.00	$ (140.60)
32	Sign, Type III, Erect, Salv	4	Ea	$ 117.15	$ 468.60	4.00	$ 468.60	0.00	$ -
33	Sign, Type III, Rem	20	Ea	$ 11.72	$ 234.40	20.00	$ 234.40	0.00	$ -
34	Sign, Type IIIA	43	Sft	$ 29.29	$ 1,259.47	43.75	$ 1,281.44	0.75	$ 21.97
35	Sign, Type IIIB	14	Sft	$ 29.29	$ 410.06	12.50	$ 366.13	-1.50	$ (43.94)
36	Sign, Type III, Rem, Salv	4	Ea	$ 117.15	$ 468.60	4.00	$ 468.60	0.00	$ -
37	Ground Mtd Sign Support, Rem	16	Ea	$ 29.29	$ 468.64	16.00	$ 468.64	0.00	$ -
38	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	580	Ft	$ 3.81	$ 2,209.80	607.00	$ 2,312.67	27.00	$ 102.87
39	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	114	Ft	$ 15.18	$ 1,730.52	113.00	$ 1,715.34	-1.00	$ (15.18)
40	Fire Hydrant	1	Ea	$ 11,949.30	$ 11,949.30	1.00	$ 11,949.30	0.00	$ -

41	Water Main, DI, 8 inch, Tr Det G	320	Ft	$ 189.78	$ 60,729.60	320.00	$ 60,729.60	0.00	$ -
42	Gate Well, 72 inch dia	1	Ea	$ 3,098.62	$ 3,098.62	1.00	$ 3,098.62	0.00	$ -
43	Gate Box, Adj, Case 1	8	Ea	$ 813.76	$ 6,510.08	4.00	$ 3,255.04	-4.00	$ (3,255.04)
44	Water Main, DI, 8 inch	80	Ft	$ 189.78	$ 15,182.40	80.00	$ 15,182.40	0.00	$ -
45	Tapping Sleeve and Valve, 8 in by 12 in	1	Ea	$ 22,845.42	$ 22,845.42	1.00	$ 22,845.42	0.00	$ -
46	Sanitary Structure Cover, Adj, Case 1	1	Ea	$ 4,686.00	$ 4,686.00	2.00	$ 9,372.00	1.00	$ 4,686.00
47	Fence, Protective	200	Ft	$ 3.51	$ 702.00	0.00	$ -	-200.00	$ (702.00)
48	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	20	Ea	$ 134.72	$ 2,694.40	34.00	$ 4,580.48	14.00	$ 1,886.08
49	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	20	Ea	$ 0.01	$ 0.20	34.00	$ 0.34	14.00	$ 0.14
50	Pedestrian Type II Barricade, Temp	15	Ea	$ 158.15	$ 2,372.25	19.00	$ 3,004.85	4.00	$ 632.60
51	Lighted Arrow, Type C, Furn	2	Ea	$ 761.48	$ 1,522.96	2.00	$ 1,522.96	0.00	$ -
52	Lighted Arrow, Type C, Oper	2	Ea	$ 0.01	$ 0.02	2.00	$ 0.02	0.00	$ -
53	Minor Traf Devices	1	LSUM	$ 5,798.93	$ 5,798.93	1.00	$ 5,798.93	0.00	$ -
54	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	500	Ft	$ 2.81	$ 1,405.00	121.00	$ 340.01	-379.00	$ (1,064.99)
55	Plastic Drum, Fluorescent, Furn	50	Ea	$ 33.97	$ 1,698.50	100.00	$ 3,397.00	50.00	$ 1,698.50
56	Plastic Drum, Fluorescent, Oper	50	Ea	$ 0.01	$ 0.50	100.00	$ 1.00	50.00	$ 0.50
57	Sign Cover	5	Ea	$ 117.15	$ 585.75	0.00	$ -	-5.00	$ (585.75)
58	Sign, Portable, Changeable Message, Furn	4	Ea	$ 6,443.25	$ 25,773.00	0.00	$ -	-4.00	$ (25,773.00)
59	Sign, Portable, Changeable Message, Oper	4	Ea	$ 0.01	$ 0.04	0.00	$ -	-4.00	$ (0.04)
60	Sign, Type B, Temp, Prismatic, Furn	700	Sft	$ 8.20	$ 5,740.00	540.50	$ 4,432.10	-159.50	$ (1,307.90)
61	Sign, Type B, Temp, Prismatic, Oper	700	Sft	$ 0.01	$ 7.00	540.50	$ 5.41	-159.50	$ (1.60)
62	Sign, Type B, Temp, Prismatic, Spec, Furn	200	Sft	$ 16.40	$ 3,280.00	160.00	$ 2,624.00	-40.00	$ (656.00)
63	Sign, Type B, Temp, Prismatic, Spec, Oper	200	Sft	$ 0.01	$ 2.00	160.00	$ 1.60	-40.00	$ (0.40)
64	Traf Regulator Control	1	LSUM	$ 11,836.27	$ 11,836.27	1.00	$ 11,836.27	0.00	$ -
65	Turf Establishment, Performance	5046	Syd	$ 10.26	$ 51,771.96	4520.00	$ 46,375.20	-526.00	$ (5,396.76)
66	Sprinkler Line (As Needed)	300	Ft	$ 5.86	$ 1,758.00	1119.00	$ 6,557.34	819.00	$ 4,799.34
67	Sprinkler Head, Replace (As Needed)	10	Ea	$ 140.58	$ 1,405.80	117.00	$ 16,447.86	107.00	$ 15,042.06
68	Sprinkler Head, Relocate (As Needed)	10	Ea	$ 128.87	$ 1,288.70	6.00	$ 773.22	-4.00	$ (515.48)
69	BONDS, INSURANCE AND INITIAL SET-UP EXPENSE, Max $246,000	1	LSUM	$ 43,930.77	$ 43,930.77	1.00	$ 43,930.77	0.00	$ -
70	Contingency For Work Outside of The Original Pay Items	1	Dlr	$ 30,000.00	$ 30,000.00	0.00	$ -	-1.00	$ (30,000.00)
71	Permit Fee Allowance	1	Dlr	$ 8,000.00	$ 8,000.00	0.00	$ -	-1.00	$ (8,000.00)
72	Audio-Visual Filming	1	LSUM	$ 1,070.00	$ 1,070.00	1.00	$ 1,070.00	0.00	$ -
Add	Undercuts w/ 21AA C/C		Cyd	$ 75.86	$ -	461.90	$ 35,039.73	461.90	$ 35,039.73
Add	8" Concrete Driveway		Syd	$ 77.00	$ -	510.80	$ 39,331.60	510.80	$ 39,331.60
Add	8" Concrete Sidewalk thru Driveway		Sft	$ 11.00	$ -	1228.60	$ 13,514.60	1228.60	$ 13,514.60
Add	Structure Cover, Gatewell		Ea	$ 619.45	$ -	5.00	$ 3,097.25	5.00	$ 3,097.25
Add	6" Plastic Corrugated Edge Drain		Ft	$ 18.47	$ -	5512.00	$ 101,806.64	5512.00	$ 101,806.64
Add	Sewer Tap, 12 inch		Ea	$ 750.00	$ -	2.00	$ 1,500.00	2.00	$ 1,500.00
TOTAL CONSTRUCTION COST					**$ 1,473,451.36**		**$ 1,597,412.52**		**$ 123,961.14**

Original Contract Amount	$ 1,473,451.36
Contract Mod. No. 1	$ 130,000.00
Current Contract Amount	$ 1,603,451.36
Final Contract Amount	$ 1,597,412.52
Change in Contract Amount	$ (6,038.84)
Percent Change from Current Contract Amount	-0.38%

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

September 3, 2024

Ms. Mindy Moore
City Council Secretary

RE: CONSIDERATION AND ADOPTION OF RESOLUTION to Award Bid and Contract for City Project S-24-817, Prospect Ave – Waltham to Fairfield (ITB-W-1155) to the low bidder, Superior Contracting Group, LLC, in the total bid amount not to exceed $1,340,959.50.

Electronics bids were received and publicly read via Zoom Video Conferencing on August 21, 2024 for City Project S-24-817, Prospect Ave – Waltham to Fairfield (ITB-W-1155). This project was publicly advertised on the BidNet (MITN) system on August 7, 2024. The scope of the project is to install new concrete pavement along Prospect Avenue - along with water main relocation, sanitary sewer replacement, replacement of water and sanitary house services, storm sewer replacement, sidewalks, A.D.A ramps, edge drain installation, and related restoration.

The Engineering Division recommends that the Warren City Council award the Contract S-24-817, Prospect Ave – Waltham to Fairfield to the low bidder – Superior Contracting Group, LLC in the total bid amount not to exceed $1,340,959.50. Superior Contracting Group, LLC has successfully completed similar work in the City of Warren and in the surrounding Metro area.

The form of the contract document and the proposed City Council resolution authorizing approval of the contract award has been sent for review to the City Attorney. The availability of the funding for this contract, as stated in the attached City Council resolution, has been confirmed and approved by the Budget Director.

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

Sincerely,

Tina G. Gapshes, P.E.
City Engineer

Read and Concurred:

David Muzzarelli
Public Service Director

Funding Approval:

Kristina Battle
Budget Director

Contract Form Approval:

Mary Michaels
Acting City Attorney

Recommended to Council:

Lori M. Stone
Mayor

TGG/DRW

Attachments: Tabulation of Bids and Recommendation, City Council Resolution

BID TABULATION

WARREN
PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

City Project S-24-817 (ITB-W-1155)
Prospect Ave - Waltham to Fairfield

ITEM No.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	Superior Cont. Group LLC 3044 Van Dyke Almont, MI 48003		Mainstreet Contracting 35915 Clinton Wayne, MI 48184		Springline Excavating 32945 Folsom Farmington Hi., MI 48336		C & P Construction 13249 West Star Shelby Twp., MI 48315	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	DEMOLITION ITEMS										
1	ABANDON EXISTING WATER MAIN, COMPLETE (FLOWABLE FILL OR REMOVE)	LS	1	$ 2,000.00	$ 2,000.00	$ 8,000.00	$ 8,000.00	$ 6,600.00	$ 6,600.00	$ 5,000.00	$ 5,000.00
2	REMOVE EXISTING SANITARY MAIN, COMPLETE	LS	1	$ 56,000.00	$ 56,000.00	$ 3,000.00	$ 3,000.00	$ 5,500.00	$ 5,500.00	$ 17,750.00	$ 17,750.00
3	REMOVE EXISTING STORM SEWER, COMPLETE	LF	500	$ 38.00	$ 19,000.00	$ 5.00	$ 2,500.00	$ 30.00	$ 15,000.00	$ 5.00	$ 2,500.00
4	REMOVE EXISTING FIRE HYDRANT ASSEMBLY, COMPLETE	EA	1	$ 1,850.00	$ 1,850.00	$ 500.00	$ 500.00	$ 1,200.00	$ 1,200.00	$ 500.00	$ 500.00
5	REMOVE CATCH BASIN OR MANHOLE, COMPLETE	EA	7	$ 1,500.00	$ 10,500.00	$ 500.00	$ 3,500.00	$ 715.00	$ 5,005.00	$ 500.00	$ 3,500.00
6	REMOVE CONCRETE DRIVE APPROACH	SF	2,348	$ 1.50	$ 3,522.00	$ 1.25	$ 2,935.00	$ 2.00	$ 4,696.00	$ 2.00	$ 4,696.00
7	REMOVE SIDEWALK OR A.D.A. RAMP	SF	7,890	$ 1.50	$ 11,835.00	$ 0.75	$ 5,917.50	$ 1.00	$ 7,890.00	$ 1.50	$ 11,835.00
8	REMOVE EXISTING PAVEMENT INCLUDING INTEGRAL CURB AND GUTTER	SY	2,674	$ 13.50	$ 36,099.00	$ 9.00	$ 24,066.00	$ 8.00	$ 21,392.00	$ 9.00	$ 24,066.00
9	REMOVE TREE, 36"OR LARGER (AS-NEEDED)	EA	4	$ 500.00	$ 2,000.00	$ 3,000.00	$ 12,000.00	$ 3,000.00	$ 12,000.00	$ 3,000.00	$ 12,000.00
	PAVING ITEMS										
10	INSTALL 7" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER, M.D.O.T. P1 (6 SACK CEMENT CONTENT)	SY	2,668	$ 74.80	$ 199,566.40	$ 71.00	$ 189,428.00	$ 68.00	$ 181,424.00	$ 61.00	$ 162,748.00
11	INSTALL 6" THICK CONCRETE SIDEWALK, A.D.A. RAMP OR DRIVE APPROACH, M.D.O.T. GRADE P-NC (7 SACK CEMENT CONTENT)	SF	3,587	$ 7.70	$ 27,619.90	$ 8.00	$ 28,696.00	$ 7.00	$ 25,109.00	$ 8.00	$ 28,696.00
12	INSTALL 4" THICK CONCRETE SIDEWALK, M.D.O.T. GRADE P1 (6 SACK CEMENT CONTENT)	SF	6,727	$ 6.60	$ 44,398.20	$ 7.00	$ 47,089.00	$ 6.00	$ 40,362.00	$ 6.00	$ 40,362.00
13	INSTALL M.D.O.T. CLASS 21AA LIMESTONE SUB-BASE, (MIN. 8" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	2,854	$ 18.00	$ 51,372.00	$ 22.00	$ 62,788.00	$ 15.00	$ 42,810.00	$ 13.00	$ 37,102.00
14	SUBGRADE UNDERCUT - EXCAVATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL INSTALL 1x3, TYPE IV - CRUSHED LIMESTONE (C.I.P.) FOR FILLING UNDERCUT	CY	100	$ 69.00	$ 6,900.00	$ 95.00	$ 9,500.00	$ 90.00	$ 9,000.00	$ 92.00	$ 9,200.00
15	INSTALL TENSAR BX1100 OR EQUIVALENT GEOGRID TO STABILIZE THE UNDERCUT AREA(S)	SY	300	$ 6.00	$ 1,800.00	$ 5.00	$ 1,500.00	$ 2.00	$ 600.00	$ 4.00	$ 1,200.00
16	STATION GRADING	STA	8	$ 3,000.00	$ 25,200.00	$ 12,500.00	$ 105,000.00	$ 4,400.00	$ 36,960.00	$ 5,200.00	$ 43,680.00
17	COLD WEATHER PROTECTION (AS-NEEDED)	SY	2,668	$ 9.00	$ 24,012.00	$ 9.00	$ 24,012.00	$ 9.00	$ 24,012.00	$ 0.01	$ 26.68
	UTILITY ITEMS										
18	8" WATER MAIN CONNECTION, COMPLETE INCLUDES ALL NECESSARY BENDS, FITTINGS, PIPE, THRUST BLOCK & APPURTENANCES	EA	2	$ 2,550.00	$ 5,100.00	$ 5,000.00	$ 10,000.00	$ 10,300.00	$ 20,600.00	$ 6,000.00	$ 12,000.00
19	INSTALL 8" DIA. CL 54 DUCTILE IRON WATER MAIN	LF	784	$ 141.00	$ 110,544.00	$ 148.00	$ 116,032.00	$ 150.00	$ 117,600.00	$ 194.00	$ 152,096.00
20	INSTALL 6" EJ SBR BREAKABLE FLANGE FIRE HYDRANT, COMPLETE INCLUDING VALVES, BOXES, TEES AND ANY 6" WATER MAIN PIPE OR EXTENSIONS	EA	1	$ 7,300.00	$ 7,300.00	$ 5,850.00	$ 5,850.00	$ 5,500.00	$ 5,500.00	$ 7,000.00	$ 7,000.00
21	INSTALL SHORT SIDE - 1" WATER SERVICE TRANSFER/REPLACEMENT, COMPLETE INCLUDES ALL NECESSARY CONNECTION FITTINGS AND STOP BOX	EA	16	$ 2,050.00	$ 32,800.00	$ 1,600.00	$ 25,600.00	$ 2,200.00	$ 35,200.00	$ 2,000.00	$ 32,000.00
22	INSTALL LONG SIDE - 1" WATER TRANSFER/REPLACEMENT, COMPLETE INCLUDES ALL NECESSARY CONNECTION FITTINGS AND STOP BOX	EA	17	$ 1,450.00	$ 24,650.00	$ 2,200.00	$ 37,400.00	$ 3,400.00	$ 57,800.00	$ 3,200.00	$ 54,400.00
23	INSTALL 15" DIA. PVC SDR-26 SANITARY SEWER PIPE	LF	715	$ 185.00	$ 132,275.00	$ 317.00	$ 226,655.00	$ 295.00	$ 210,925.00	$ 325.00	$ 232,375.00
24	INSTALL 18" DIA. PVC SDR-26 SANITARY SEWER PIPE	LF	134	$ 200.00	$ 26,800.00	$ 321.00	$ 43,014.00	$ 342.00	$ 45,828.00	$ 332.00	$ 44,488.00
25	INSTALL SHORT SIDE - 6" SDR 23.5 - SANITARY SERVICE RECONNECTION, SEALING, CLEANOUT - COMPLETE	EA	17	$ 2,550.00	$ 43,350.00	$ 2,800.00	$ 47,600.00	$ 3,550.00	$ 60,350.00	$ 3,000.00	$ 51,000.00
26	INSTALL LONG SIDE - 6" SDR 23.5 - SANITARY SERVICE RECONNECTION, SEALING, CLEANOUT - COMPLETE	EA	16	$ 2,650.00	$ 42,400.00	$ 5,000.00	$ 80,000.00	$ 5,050.00	$ 80,800.00	$ 4,400.00	$ 70,400.00
27	ADJUST UTILITY STRUCTURE, COMPLETE (INCLUDING HDPE/CONCRETE OR EQUIVALENT ADJUSTMENT RING)	EA	4	$ 1,700.00	$ 6,800.00	$ 1,200.00	$ 4,800.00	$ 1,100.00	$ 4,400.00	$ 1,250.00	$ 5,000.00
28	INSTALL 2' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	6	$ 2,450.00	$ 14,700.00	$ 3,100.00	$ 18,600.00	$ 1,800.00	$ 10,800.00	$ 3,200.00	$ 19,200.00
29	INSTALL 4' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	4	$ 3,775.00	$ 15,100.00	$ 4,000.00	$ 16,000.00	$ 2,500.00	$ 10,000.00	$ 4,500.00	$ 18,000.00
30	INSTALL 12" DIA. STORM SEWER, RCP. CL-IV C76 PIPE	LF	385	$ 105.00	$ 40,425.00	$ 67.00	$ 25,795.00	$ 77.00	$ 29,645.00	$ 143.00	$ 55,055.00
31	INSTALL 15" DIA. STORM SEWER, RCP. CL-IV C76 PIPE	LF	456	$ 121.50	$ 55,404.00	$ 97.00	$ 44,232.00	$ 120.00	$ 54,720.00	$ 168.00	$ 76,608.00
32	INSTALL 6" DIA. CORRUGATED PLASTIC PERFORATED EDGE DRAIN WITH GEOTEXTILE WRAP, COMPLETE	LF	1,556	$ 15.75	$ 24,507.00	$ 20.00	$ 31,120.00	$ 19.00	$ 29,564.00	$ 17.00	$ 26,452.00
33	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	10	$ 950.00	$ 9,500.00	$ 450.00	$ 4,500.00	$ 450.00	$ 4,500.00	$ 400.00	$ 4,000.00
34	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	10	$ 965.00	$ 9,650.00	$ 350.00	$ 3,500.00	$ 260.00	$ 2,600.00	$ 300.00	$ 3,000.00
35	MAINTENANCE GRAVEL, INSTALL AND MAINTAIN (COMPLETE)	TON	300	$ 50.00	$ 15,000.00	$ 29.00	$ 8,700.00	$ 38.00	$ 11,400.00	$ 38.00	$ 11,400.00
	TRAFFIC CONTROL ITEMS										
36	TRAFFIC CONTROL DEVICES, COMPLETE	LS	1	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 37,000.00	$ 37,000.00	$ 17,000.00	$ 17,000.00
37	TEMPORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS	SF	300	$ 6.00	$ 1,800.00	$ 5.50	$ 1,650.00	$ 5.00	$ 1,500.00	$ 5.00	$ 1,500.00
	RESTORATION ITEMS										
38	INSTALL CLASS "A" SOD	SY	80	$ 12.50	$ 1,000.00	$ 50.00	$ 4,000.00	$ 40.00	$ 3,200.00	$ 20.00	$ 1,600.00
39	INSTALL SEED AND MULCH	LS	1	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	$ 14,250.00	$ 14,250.00	$ 24,500.00	$ 24,500.00
40	INSTALL TREE (AS-NEEDED REPLACEMENT)	EA	8	$ 1,000.00	$ 8,000.00	$ 1,000.00	$ 8,000.00	$ 1,000.00	$ 8,000.00	$ 900.00	$ 7,200.00
41	SPRINKLER LINE (AS-NEEDED)	LF	200	$ 20.00	$ 4,000.00	$ 8.00	$ 1,600.00	$ 10.00	$ 2,000.00	$ 10.00	$ 2,000.00
42	SPRINKLER HEAD, REPLACE (AS-NEEDED)	EA	8	$ 60.00	$ 480.00	$ 50.00	$ 400.00	$ 100.00	$ 800.00	$ 50.00	$ 400.00
43	SPRINKLER HEAD, RELOCATE (AS-NEEDED)	EA	8	$ 50.00	$ 400.00	$ 25.00	$ 200.00	$ 95.00	$ 760.00	$ 50.00	$ 400.00
	MISCELLANEOUS ITEMS										
44	PREFABRICATED PORTABLE SANITARY FACILITY	EA	1	$ 300.00	$ 300.00	$ 500.00	$ 500.00	$ 200.00	$ 200.00	$ 600.00	$ 600.00
45	PROJECT CLEANUP	LS	1	$ 20,000.00	$ 20,000.00	$ 1,500.00	$ 1,500.00	$ 6,500.00	$ 6,500.00	$ 10,000.00	$ 10,000.00
46	CREW DOWNTIME FOR LOCATING MIS-MARKED / UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HR	8	$ 500.00	$ 4,000.00	$ 600.00	$ 4,800.00	$ 940.00	$ 7,520.00	$ 100.00	$ 800.00
47	REPAIR MIS-MARKED OR UNMARKED SERVICE	EA	5	$ 1,000.00	$ 5,000.00	$ 250.00	$ 1,250.00	$ 1,300.00	$ 6,500.00	$ 100.00	$ 500.00
48	CONTINGENCY FOR WORK OUTSIDE OF THE ORIGINAL PAY ITEMS	LS	1	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
49	AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA	LS	1	$ 1,000.00	$ 1,000.00	$ 3,500.00	$ 3,500.00	$ 850.00	$ 850.00	$ 1,000.00	$ 1,000.00
50	SOIL EROSION AND SEDIMENTATION CONTROL MEASURES INCLUDING MCPWC SOIL EROSION PERMIT FEE ALLOWANCE	LS	1	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 1,500.00	$ 1,500.00
51	PERMIT AND INSPECTION FEE ALLOWANCE - AS NEEDED REIMBURSEMENT (SESC, EGLE)	LS	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
52	BONDS, INSURANCE, MOBILIZATION AND INITIAL SET-UP EXPENSE (Not to exceed 7% of construction cost)	LS	1	$ 87,000.00	$ 87,000.00	$ 47,270.50	$ 47,270.50	$ 94,000.00	$ 94,000.00	$ 95,000.00	$ 95,000.00
	TOTAL BID AMOUNT				$ 1,340,959.50		$ 1,410,000.00		$ 1,449,872.00		$ 1,476,335.68

* CORRECTED BY ENG.

ITEM No.	ALTERNATE - PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		AMOUNT	UNIT PRICE	AMOUNT
53	INSTALL M.D.O.T. CLASS 21AA CRUSHED CONCRETE SUB-BASE, (MIN. 8" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	2,854	$ 13.10	$ 37,387.40	$ 19.00	$ 54,226.00	$ 13.00	$ 37,102.00	$ 12.00	$ 34,248.00
54	INSTALL 8" DIA. C-909 DR 14 WATER MAIN	LF	784	$ 108.00	$ 84,672.00	$ 136.00	$ 106,624.00	$ 130.00	$ 101,920.00	$ 178.00	$ 139,552.00

WARREN
PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

BID TABULATION

City Project S-24-817 (ITB-W-1155)
Prospect Ave - Waltham to Fairfield

ITEM No.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	Zuniga Cement Const. 22500 Ryan Warren, MI 48091 UNIT PRICE	AMOUNT	Mark Anthony Contracting 4844 Old Plank Milford, MI 48381 UNIT PRICE	AMOUNT	Lawrence M. Clarke, Inc. 50850 Bemis Rd Belleville, MI 48111 UNIT PRICE	AMOUNT	L. D'Agostini & Sons, Inc. 15801 23 Mile Macomb, MI 48042 UNIT PRICE	AMOUNT
	DEMOLITION ITEMS										
1	ABANDON EXISTING WATER MAIN, COMPLETE (FLOWABLE FILL OR REMOVE)	LS	1	$ 8,000.00	$ 8,000.00	$ 5,296.50	$ 5,296.50	$ 7,500.00	$ 7,500.00	$ 12,000.00	$ 12,000.00
2	REMOVE EXISTING SANITARY MAIN, COMPLETE	LS	1	$ 40,000.00	$ 40,000.00	$ 4,708.00	$ 4,708.00	$ 32,000.00	$ 32,000.00	$ 14,000.00	$ 14,000.00
3	REMOVE EXISTING STORM SEWER, COMPLETE	LF	500	$ 40.00	$ 20,000.00	$ 29.43	$ 14,715.00	$ 40.00	$ 20,000.00	$ 20.00	$ 10,000.00
4	REMOVE EXISTING FIRE HYDRANT ASSEMBLY, COMPLETE	EA	1	$ 900.00	$ 900.00	$ 1,059.30	$ 1,059.30	$ 3,000.00	$ 3,000.00	$ 900.00	$ 900.00
5	REMOVE CATCH BASIN OR MANHOLE, COMPLETE	EA	7	$ 500.00	$ 3,500.00	$ 706.20	$ 4,943.40	$ 2,000.00	$ 14,000.00	$ 850.00	$ 5,950.00
6	REMOVE CONCRETE DRIVE APPROACH	SF	2,348	$ 2.00	$ 4,696.00	$ 2.02	$ 4,742.96	$ 3.00	$ 7,044.00	$ 4.00	$ 9,392.00
7	REMOVE SIDEWALK OR A.D.A. RAMP	SF	7,890	$ 2.00	$ 15,780.00	$ 1.27	$ 10,020.30	$ 3.00	$ 23,670.00	$ 2.00	$ 15,780.00
8	REMOVE EXISTING PAVEMENT INCLUDING INTEGRAL CURB AND GUTTER	SY	2,674	$ 9.00	$ 24,066.00	$ 9.10	$ 24,333.40	$ 15.00	$ 40,110.00	$ 15.00	$ 40,110.00
9	REMOVE TREE, 36"OR LARGER (AS-NEEDED)	EA	4	$ 4,000.00	$ 16,000.00	$ 12,840.00	$ 51,360.00	$ 5,000.00	$ 20,000.00	$ 2,500.00	$ 10,000.00
	PAVING ITEMS										
10	INSTALL 7" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER, M.D.O.T. P1 (6 SACK CEMENT CONTENT)	SY	2,668	$ 71.00	$ 189,428.00	$ 60.87	$ 162,401.16	$ 90.00	$ 240,120.00	$ 110.00	$ 293,480.00
11	INSTALL 6" THICK CONCRETE SIDEWALK, A.D.A. RAMP OR DRIVE APPROACH, M.D.O.T. GRADE P-NC (7 SACK CEMENT CONTENT)	SF	3,587	$ 9.75	$ 34,973.25	$ 7.43	$ 26,651.41	$ 15.00	$ 53,805.00	$ 16.00	$ 57,392.00
12	INSTALL 4" THICK CONCRETE SIDEWALK, M.D.O.T. GRADE P1 (6 SACK CEMENT CONTENT)	SF	6,727	$ 7.50	$ 50,452.50	$ 5.97	$ 40,160.19	$ 12.00	$ 80,724.00	$ 12.00	$ 80,724.00
13	INSTALL M.D.O.T. CLASS 21AA LIMESTONE SUB-BASE, (MIN. 8" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	2,854	$ 16.00	$ 45,664.00	$ 12.73	$ 36,331.42	$ 60.00	$ 171,240.00	$ 25.00	$ 71,350.00
14	SUBGRADE UNDERCUT - EXCAVATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL INSTALL 1x3, TYPE IV - CRUSHED LIMESTONE (C.I.P.) FOR FILLING UNDERCUT	CY	100	$ 30.00	$ 3,000.00	$ 92.23	$ 9,223.00	$ 300.00	$ 30,000.00	$ 85.00	$ 8,500.00
15	INSTALL TENSAR BX1100 OR EQUIVALENT GEOGRID TO STABILIZE THE UNDERCUT AREA(S)	SY	300	$ 2.00	$ 600.00	$ 4.00	$ 1,200.00	$ 20.00	$ 6,000.00	$ 4.00	$ 1,200.00
16	STATION GRADING	STA	8	$ 5,500.00	$ 46,200.00	$ 5,227.44	$ 43,910.50	$ 1,000.00	$ 8,400.00	$ 4,000.00	$ 33,600.00
17	COLD WEATHER PROTECTION (AS-NEEDED)	SY	2,668	$ 25.00	$ 66,700.00	$ 0.01	$ 26.68	$ 11.00	$ 29,348.00	$ 28.00	$ 74,704.00
	UTILITY ITEMS										
18	8" WATER MAIN CONNECTION, COMPLETE INCLUDES ALL NECESSARY BENDS, FITTINGS, PIPE, THRUST BLOCK & APPURTENANCES	EA	2	$ 7,000.00	$ 14,000.00	$ 6,826.60	$ 13,653.20	$ 12,000.00	$ 24,000.00	$ 7,500.00	$ 15,000.00
19	INSTALL 8" DIA. CL 54 DUCTILE IRON WATER MAIN	LF	784	$ 160.00	$ 125,440.00	$ 191.85	$ 150,410.40	$ 200.00	$ 156,800.00	$ 220.00	$ 172,480.00
20	INSTALL 6" EJ 5BR BREAKABLE FLANGE FIRE HYDRANT, COMPLETE INCLUDING VALVES, BOXES, TEES AND ANY 6" WATER MAIN PIPE OR EXTENSIONS	EA	1	$ 7,000.00	$ 7,000.00	$ 11,534.60	$ 11,534.60	$ 9,000.00	$ 9,000.00	$ 9,000.00	$ 9,000.00
21	INSTALL SHORT SIDE - 1" WATER SERVICE TRANSFER/REPLACEMENT, COMPLETE INCLUDES ALL NECESSARY CONNECTION FITTINGS AND STOP BOX	EA	16	$ 2,500.00	$ 40,000.00	$ 3,060.20	$ 48,963.20	$ 2,500.00	$ 40,000.00	$ 3,200.00	$ 51,200.00
22	INSTALL LONG SIDE - 1" WATER TRANSFER/REPLACEMENT, COMPLETE INCLUDES ALL NECESSARY CONNECTION FITTINGS AND STOP BOX	EA	17	$ 3,800.00	$ 64,600.00	$ 3,648.70	$ 62,027.90	$ 5,000.00	$ 85,000.00	$ 4,300.00	$ 73,100.00
23	INSTALL 15" DIA. PVC SDR-26 SANITARY SEWER PIPE	LF	715	$ 220.00	$ 157,300.00	$ 712.09	$ 509,144.35	$ 200.00	$ 143,000.00	$ 350.00	$ 250,250.00
24	INSTALL 18" DIA. PVC SDR-26 SANITARY SEWER PIPE	LF	134	$ 300.00	$ 40,200.00	$ 1,141.69	$ 152,986.46	$ 250.00	$ 33,500.00	$ 450.00	$ 60,300.00
25	INSTALL SHORT SIDE - 6" SDR 23.5 - SANITARY SERVICE RECONNECTION, SEALING, CLEANOUT - COMPLETE	EA	17	$ 3,600.00	$ 61,200.00	$ 7,062.00	$ 120,054.00	$ 7,500.00	$ 127,500.00	$ 6,000.00	$ 102,000.00
26	INSTALL LONG SIDE - 6" SDR 23.5 - SANITARY SERVICE RECONNECTION, SEALING, CLEANOUT - COMPLETE	EA	16	$ 4,500.00	$ 72,000.00	$ 9,416.00	$ 150,656.00	$ 11,000.00	$ 176,000.00	$ 9,000.00	$ 144,000.00
27	ADJUST UTILITY STRUCTURE, COMPLETE (INCLUDING HDPE/CONCRETE OR EQUIVALENT ADJUSTMENT RING)	EA	4	$ 500.00	$ 2,000.00	$ 529.65	$ 2,118.60	$ 1,800.00	$ 7,200.00	$ 700.00	$ 2,800.00
28	INSTALL 2' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	6	$ 2,500.00	$ 15,000.00	$ 3,531.00	$ 21,186.00	$ 5,000.00	$ 30,000.00	$ 3,500.00	$ 21,000.00
29	INSTALL 4' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	4	$ 4,100.00	$ 16,400.00	$ 5,296.50	$ 21,186.00	$ 7,500.00	$ 30,000.00	$ 5,000.00	$ 20,000.00
30	INSTALL 12" DIA. STORM SEWER, RCP. CL-IV C76 PIPE	LF	385	$ 105.00	$ 40,425.00	$ 133.00	$ 51,205.00	$ 80.00	$ 30,800.00	$ 130.00	$ 50,050.00
31	INSTALL 15" DIA. STORM SEWER, RCP. CL-IV C76 PIPE	LF	456	$ 190.00	$ 86,640.00	$ 140.06	$ 63,867.36	$ 90.00	$ 41,040.00	$ 150.00	$ 68,400.00
32	INSTALL 6" DIA. CORRUGATED PLASTIC PERFORATED EDGE DRAIN WITH GEOTEXTILE WRAP, COMPLETE	LF	1,556	$ 17.00	$ 26,452.00	$ 16.63	$ 25,876.28	$ 80.00	$ 124,480.00	$ 25.00	$ 38,900.00
33	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	10	$ 550.00	$ 5,500.00	$ 356.63	$ 3,566.30	$ 1,800.00	$ 18,000.00	$ 900.00	$ 9,000.00
34	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	10	$ 400.00	$ 4,000.00	$ 255.41	$ 2,554.10	$ 1,800.00	$ 18,000.00	$ 475.00	$ 4,750.00
35	MAINTENANCE GRAVEL, INSTALL AND MAINTAIN (COMPLETE)	TON	300	$ 30.00	$ 9,000.00	$ 25.89	$ 7,767.00	$ 150.00	$ 45,000.00	$ 40.00	$ 12,000.00
	TRAFFIC CONTROL ITEMS										
36	TRAFFIC CONTROL DEVICES, COMPLETE	LS	1	$ 7,000.00	$ 7,000.00	$ 7,132.43	$ 7,132.43	$ 15,000.00	$ 15,000.00	$ 9,000.00	$ 9,000.00
37	TEMPORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS	SF	300	$ 8.00	$ 2,400.00	$ 5.89	$ 1,767.00	$ 70.00	$ 21,000.00	$ 7.00	$ 2,100.00
	RESTORATION ITEMS										
38	INSTALL CLASS "A" SOD	SY	80	$ 30.00	$ 2,400.00	$ 23.54	$ 1,883.20	$ 15.00	$ 1,200.00	$ 50.00	$ 4,000.00
39	INSTALL SEED AND MULCH	LS	1	$ 28,000.00	$ 28,000.00	$ 11,299.20	$ 11,299.20	$ 40,000.00	$ 40,000.00	$ 42,000.00	$ 42,000.00
40	INSTALL TREE (AS-NEEDED REPLACEMENT)	EA	8	$ 500.00	$ 4,000.00	$ 1,059.30	$ 8,474.40	$ 1,500.00	$ 12,000.00	$ 3,500.00	$ 28,000.00
41	SPRINKLER LINE (AS-NEEDED)	LF	200	$ 8.00	$ 1,600.00	$ 2.35	$ 470.00	$ 20.00	$ 4,000.00	$ 80.00	$ 16,000.00
42	SPRINKLER HEAD, REPLACE (AS-NEEDED)	EA	8	$ 70.00	$ 560.00	$ 111.82	$ 894.56	$ 30.00	$ 240.00	$ 135.00	$ 1,080.00
43	SPRINKLER HEAD, RELOCATE (AS-NEEDED)	EA	8	$ 90.00	$ 720.00	$ 100.05	$ 800.40	$ 30.00	$ 240.00	$ 110.00	$ 880.00
	MISCELLANEOUS ITEMS										
44	PREFABRICATED PORTABLE SANITARY FACILITY	EA	1	$ 1,200.00	$ 1,200.00	$ 918.06	$ 918.06	$ 5,000.00	$ 5,000.00	$ 1,000.00	$ 1,000.00
45	PROJECT CLEANUP	LS	1	$ 4,000.00	$ 4,000.00	$ 7,062.00	$ 7,062.00	$ 30,000.00	$ 30,000.00	$ 10,000.00	$ 10,000.00
46	CREW DOWNTIME FOR LOCATING MIS-MARKED / UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HR	8	$ 680.00	$ 5,440.00	$ 23.54	$ 188.32	$ 500.00	$ 4,000.00	$ 1,200.00	$ 9,600.00
47	REPAIR MIS-MARKED OR UNMARKED SERVICE	EA	5	$ 650.00	$ 3,250.00	$ 176.55	$ 882.75	$ 2,500.00	$ 12,500.00	$ 1,500.00	$ 7,500.00
48	CONTINGENCY FOR WORK OUTSIDE OF THE ORIGINAL PAY ITEMS	LS	1	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
49	AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA	LS	1	$ 2,000.00	$ 2,000.00	$ 1,000.45	$ 1,000.45	$ 10,000.00	$ 10,000.00	$ 1,000.00	$ 1,000.00
50	SOIL EROSION AND SEDIMENTATION CONTROL MEASURES INCLUDING MCPWC SOIL EROSION PERMIT FEE ALLOWANCE	LS	1	$ 3,000.00	$ 3,000.00	$ 1,765.50	$ 1,765.50	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00
51	PERMIT AND INSPECTION FEE ALLOWANCE - AS NEEDED REIMBURSEMENT (SESC, EGLE)	LS	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00
52	BONDS, INSURANCE, MOBILIZATION AND INITIAL SET-UP EXPENSE (Not to exceed 7% of construction cost)	LS	1	$ 40,000.00	$ 40,000.00	$ 25,472.63	$ 25,472.63	$ 130,000.00	$ 130,000.00	$ 90,000.00	$ 90,000.00
	TOTAL BID AMOUNT				**$ 1,495,686.75**		**$ 1,962,850.87**		**$ 2,254,461.00**		**$ 2,104,472.00**

* CORRECTED BY ENGINEER

ITEM No.	ALTERNATE - PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		AMOUNT	UNIT PRICE	AMOUNT
53	INSTALL M.D.O.T. CLASS 21AA CRUSHED CONCRETE SUB-BASE, (MIN. 8" THICK C.I.P.) UNDER CONCRETE PAVEMENT	SY	2,854	$ 12.50	$ 35,675.00	$ 12.00	$ 34,248.00	$ 60.00	$ 171,240.00	$ 21.00	$ 59,934.00
54	INSTALL 8" DIA. C-909 DR 14 WATER MAIN	LF	784	$ 150.00	$ 117,600.00	$ 165.00	$ 129,360.00	$ 125.00	$ 98,000.00	$ 200.00	$ 156,800.00

RESOLUTION TO AWARD BID AND APPROVE CONTRACT FOR S-24-817, PROSPECT AVE – WALTHAM TO FAIRFIELD (ITB-W-1155)

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at _____ p.m. Eastern Daylight Savings 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 _____.

On August 21, 2024, bids were received for City Project S-24-817, Prospect Ave – Waltham to Fairfield (ITB-W-1155) pursuant to the updated online electronic bid submittal process via BidNet Direct (MITN).

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

The City Engineer has recommended that the contract for City Project S-24-817, Prospect Ave – Waltham to Fairfield (ITB-W-1155) be awarded to the lowest bidder Superior Contracting Group, LLC in the total bid amount not to exceed $1,340,959.50.

Funding is available in the Local Street Repair and Maintenance – Capital Improvements (204-9204-97400) ($526,298.73) and Water and Sewer Capital Improvements – Contracts Awarded (592-9044-97001) ($758,427.57) and the 2024 Michigan Transportation Operating Fund, Local Roads, Routine Maintenance, Pavement Repairs (203-3463-80206) ($56,233.20).

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

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the City Engineer, that the City Council by formal motion approves the award of contract City Project S-24-817, Prospect Ave –

Waltham to Fairfield (ITB-W-1155) to the lowest bidder Superior Contracting Group, LLC in the total bid amount not to exceed $1,340,959.50. Such award is subject to execution of written agreement by both parties.

IT IS FURTHER RESOLVED, that upon execution of grant agreements, approval of the final contract in a form that meets with the approval of the City Attorney, along with all required insurance certificates, bonds and required documents.

IT IS FURTHER RESOLVED, that the Mayor and City Clerk are authorized to execute the contract with Superior Contracting Group, LLC, 3044 Van Dyke Rd, Almont, MI 48003 to complete City Project S-24-817, Prospect Ave – Waltham to Fairfield (ITB-W-1155), consistent with the terms of the bid for City Project S-24-817, Prospect Ave – Waltham to Fairfield (ITB-W-1155) and the City of Warren Engineering Contract Documents.

AYES: Councilpersons: _____

_____

NAYS: Councilpersons: _____

_____

RESOLUTION DECLARED ADOPTED this_____day of_____, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, 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 _____, 2024.

_____
SONJA BUFFA
City Clerk

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

September 5, 2024

Mindy Moore
City Council Secretary

RE: Request of the Engineering Division to Award Bid and Approve Contract for City Project W-24-821, Common Road Pavement Reconstruction and Water Main Replacement (Hayes to Schoenherr) (ITB-W-1159) to Mark Anthony Contracting Inc. the qualified low bidder, in an amount not to exceed $5,260,704.79 and authorizing the Mayor and Clerk to execute a Contract. CONSIDERATION AND ADOPTION OF A RESOLUTION

Electronics bids were received and publicly read via Zoom Video Conferencing on September 4th, 2024 for City Project W-24-821, Common Road Pavement Reconstruction and Water Main Replacement (ITB-W-1159). This project was publicly advertised on the BidNet (MITN) system on August 20, 2024. The scope of the project includes water main replacement and pavement reconstruction on Common Road from Hayes to Schoenherr.

As indicated in the attached tabulation of bids, Mark Anthony Contracting, Inc. was the low qualified bidder. It is the Engineering Division's recommendation that the Warren City Council award the contract for City Project W-24-821, Common Road Pavement Reconstruction and Water Main Replacement (ITB-W-1159) to the low bidder, Mark Anthony Contracting, Inc. in the total bid amount not to exceed $5,260,704.79.

The form of the contract document and the proposed City Council resolution authorizing approval of the contract award has been reviewed and approved by the City Attorney. The availability of funding for this contract, as stated in the attached City Council Resolution, has been confirmed and approved by the Budget Director.

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

Sincerely,

Tina Gapshes, P.E.
City Engineer

Read and Concurred:

David Muzzarelli
Public Service Director

Funding Approval:

Kristina Battle
Budget Director

Contract Form Approval:

Mary Michaels
Acting City Attorney

Recommended to Council:

Lori M. Stone
Mayor

TGG/ocg

Attached: Tabulation of Bids and City Council Resolution

NF ENGINEERS	WARREN, MICHIGAN COMMON ROAD PAVEMENT RECONSTRUCTION AND WATER MAIN REPLACEMENT NFE PROJECT No. N911			Mark Anthony Contracting 4810 Old Plank Road Milford, MI 48381 (586) 463-6830 bill@macinc-mi.com		Zuniga Cement Construction, Inc. 22500 Ryan Road Warren, MI 48091 (586) 754-5900 office@zunigacement.com		Pamar Enterprises, Inc. 31604 Pamar Court New Haven, MI 48048 (586) 749-8693 ron@pamarenterprises.com		Florence Cement Company 51615 Corridor Shelby Township, MI 48316 (586) 997-2666 tevepantaleo@florencecement.com		Angelo Iafrate Construction Company 26300 Sherwood Ave. Warren, MI 48091 (586) 756-1070 Ext. #113 hhowlett@iafrate.com		Inner City Contracting, LLC 18701 Grand River Ave. Detroit, MI 48223 (313) 272-5031 curtis@innercitycontracting.com	
BID DATE: 4-Sep-24		BIDDERS ----> 6 BIDDERS 74 ITEMS													
ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT
	DEMOLITION ITEMS														
1	Tree Removal, 6 inch to 18 inch	8	EA	$351.45	$2,811.60	$1,000.00	$8,000.00	$425.00	$3,400.00	$425.00	$3,400.00	$300.00	$2,400.00	$425.00	$3,400.00
2	Tree Removal, 19 inch to 36 inch	1	EA	$3,163.05	$3,163.05	$2,500.00	$2,500.00	$1,550.00	$1,550.00	$1,550.00	$1,550.00	$2,700.00	$2,700.00	$1,550.00	$1,550.00
3	HMA Surface, Rem	18,450	SY	$2.84	$52,398.00	$5.00	$92,250.00	$1.50	$27,675.00	$3.00	$55,350.00	$3.50	$64,575.00	$3.15	$58,117.50
4	Pavt, Rem	23,884	SY	$7.48	$178,652.32	$8.25	$197,043.00	$9.00	$214,956.00	$9.00	$214,956.00	$7.50	$179,130.00	$5.95	$142,109.80
5	Sidewalk, Rem	13,521	SF	$1.50	$20,281.50	$1.00	$13,521.00	$0.40	$5,408.40	$1.50	$20,281.50	$1.00	$13,521.00	$0.55	$7,436.55
6	Sewer, Rem, less than 24 inch	911	FT	$17.18	$15,650.98	$30.00	$27,330.00	$10.00	$9,110.00	$36.00	$32,796.00	$28.00	$25,508.00	$48.90	$44,547.90
7	Dr Structure, Rem	16	EA	$364.83	$5,837.28	$400.00	$6,400.00	$450.00	$7,200.00	$700.00	$11,200.00	$500.00	$8,000.00	$399.85	$6,397.60
8	Sign, Type III, Rem	44	EA	$5.86	$257.84	$6.00	$264.00	$5.00	$220.00	$5.00	$220.00	$5.00	$220.00	$15.00	$660.00
	PAVING ITEMS														
9	Station Grading	48.8	STA	$8,290.75	$404,588.60	$4,700.00	$229,360.00	$11,990.00	$585,112.00	$7,500.00	$366,000.00	$7,000.00	$341,600.00	$5,817.00	$283,869.60
10	Subgrade Undercutting, Modified	400	CY	$88.65	$35,460.00	$35.00	$14,000.00	$65.00	$26,000.00	$90.00	$36,000.00	$80.00	$32,000.00	$82.15	$32,860.00
11	Aggregate Base, 6 inch, Modified	1,869	SY	$11.51	$21,512.19	$7.50	$14,017.50	$19.00	$35,511.00	$15.00	$28,035.00	$25.00	$46,725.00	$15.00	$28,035.00
12	Aggregate Base, 8 inch, Modified	1,704	SY	$16.64	$28,354.56	$9.50	$16,188.00	$21.00	$35,784.00	$17.50	$29,820.00	$17.00	$28,968.00	$19.05	$32,461.20
13	Aggregate Base, 10 inch, Modified	22,800	SY	$21.12	$481,536.00	$14.00	$319,200.00	$22.00	$501,600.00	$18.00	$410,400.00	$19.00	$433,200.00	$21.95	$500,460.00
14	Conc Pavt, with Integral Curb, Nonreinf, 8 inch	1,342	SY	$67.71	$90,866.82	$70.00	$93,940.00	$90.00	$120,780.00	$75.00	$100,650.00	$70.00	$93,940.00	$69.00	$92,598.00
15	Conc Pavt, with Integral Curb, Slip-Form, Nonreinf, 10 inch	19,376	SY	$63.11	$1,222,819.36	$71.00	$1,376,696.00	$72.00	$1,395,072.00	$75.00	$1,453,200.00	$80.00	$1,550,080.00	$67.00	$1,298,192.00
16	Driveway, Nonreinf Conc, 6 inch	2,151	SY	$60.19	$129,468.69	$72.00	$154,872.00	$57.00	$122,607.00	$60.30	$129,705.30	$65.00	$139,815.00	$57.00	$122,607.00
17	Driveway, Nonreinf Conc, 8 inch	73	SY	$82.75	$6,040.75	$75.00	$5,475.00	$72.00	$5,256.00	$90.00	$6,570.00	$75.00	$5,475.00	$72.00	$5,256.00
18	Detectable Warning Surface	250	FT	$44.52	$11,130.00	$50.00	$12,500.00	$50.00	$12,500.00	$30.00	$7,500.00	$45.00	$11,250.00	$50.00	$12,500.00
19	Sidewalk, Conc, 4 inch	7,688	SF	$5.14	$39,516.32	$7.50	$57,660.00	$5.75	$44,206.00	$8.25	$63,426.00	$6.00	$46,128.00	$6.75	$51,894.00
20	Curb Ramp Opening, Conc	313	FT	$17.57	$5,499.41	$15.00	$4,695.00	$28.00	$8,764.00	$5.00	$1,565.00	$1.00	$313.00	$28.00	$8,764.00
21	Curb Ramp, Conc, 4 inch	1,125	SF	$5.17	$5,816.25	$9.00	$10,125.00	$7.40	$8,325.00	$9.50	$10,687.50	$7.50	$8,437.50	$5.75	$6,468.75
22	Curb Ramp, Conc, 6 inch	3,533	SF	$7.16	$25,296.28	$11.00	$38,863.00	$7.50	$26,497.50	$10.65	$37,626.45	$9.00	$31,797.00	$6.50	$22,964.50
23	2' Wide Butt Joint	120	FT	$41.00	$4,920.00	$40.00	$4,800.00	$30.00	$3,600.00	$115.00	$13,800.00	$40.00	$4,800.00	$26.50	$3,180.00
	UTILITY ITEMS														
24	Exploratory Investigation, Vertical	6	FT	$205.01	$1,230.06	$170.00	$1,020.00	$225.00	$1,350.00	$170.00	$1,020.00	$500.00	$3,000.00	$112.10	$672.60
25	Water Main, DI, 8 inch, Tr Det G	659	FT	$155.00	$102,145.00	$193.50	$127,516.50	$170.00	$112,030.00	$193.50	$127,516.50	$210.00	$138,390.00	$257.75	$169,857.25
26	Water Main, PVC C909 DR18, 12 inch, Tr Det G	1,173	FT	$238.00	$279,174.00	$196.80	$230,846.40	$190.00	$222,870.00	$196.80	$230,846.40	$170.00	$199,410.00	$246.60	$289,261.80
27	Water Main, FPVC C900 DR 18, 12 inch, Directional Drilled	1,115	FT	$195.00	$217,425.00	$230.00	$256,450.00	$190.00	$211,850.00	$230.00	$256,450.00	$170.00	$189,550.00	$214.75	$239,446.25
28	Water Main, FPVC C900 DR 18, 12 inch, Pipe Burst	2,833	FT	$195.00	$552,435.00	$200.00	$566,600.00	$190.00	$538,270.00	$200.00	$566,600.00	$170.00	$481,610.00	$215.80	$611,361.40
29	Gate Valve, 12 inch	12	EA	$6,800.00	$81,600.00	$5,865.00	$70,380.00	$9,000.00	$108,000.00	$5,865.00	$70,380.00	$3,775.00	$45,300.00	$4,574.00	$54,888.00
30	Gate Valve, 8 inch	9	EA	$4,600.00	$41,400.00	$3,705.00	$33,345.00	$7,000.00	$63,000.00	$3,705.00	$33,345.00	$2,275.00	$20,475.00	$3,081.00	$27,729.00
31	Gate Well, Rem	9	EA	$850.00	$7,650.00	$800.00	$7,200.00	$750.00	$6,750.00	$800.00	$7,200.00	$1,000.00	$9,000.00	$461.25	$4,151.25
32	Hydrant, Rem	4	EA	$850.00	$3,400.00	$485.00	$1,940.00	$750.00	$3,000.00	$485.00	$1,940.00	$1,000.00	$4,000.00	$295.00	$1,180.00
33	Water Main, connect to Existing, 8 inch	16	EA	$5,475.00	$87,600.00	$3,800.00	$60,800.00	$9,500.00	$152,000.00	$3,800.00	$60,800.00	$5,000.00	$80,000.00	$11,150.00	$178,400.00
34	Water Main, connect to Existing, 12 inch	1	EA	$9,000.00	$9,000.00	$4,800.00	$4,800.00	$2,000.00	$2,000.00	$4,800.00	$4,800.00	$1.00	$1.00	$11,150.00	$11,150.00
35	Live Tap, 12 inch x 12 inch	1	EA	$16,750.00	$16,750.00	$17,885.00	$17,885.00	$6,500.00	$6,500.00	$17,885.00	$17,885.00	$10,000.00	$10,000.00	$18,688.00	$18,688.00

NF ENGINEERS	WARREN, MICHIGAN COMMON ROAD PAVEMENT RECONSTRUCTION AND WATER MAIN REPLACEMENT NFE PROJECT No. N911			Mark Anthony Contracting 4910 Old Plank Road Milford, MI 48381 (586) 453-5830 bill@macinc-mi.com		Zuniga Cement Construction, Inc. 22500 Ryan Road Warren, MI 48091 (586) 754-5900 office@zunigacement.com		Pamar Enterprises, Inc. 31604 Pamar Court New Haven, MI 48048 (586) 749-8593 ron@pamarenterprises.com		Florence Cement Company 61516 Corridor Shelby Township, MI 48315 (586) 997-2666 stevepantaleo@florencecement.com		Angelo Iafrate Construction Company 26300 Sherwood Ave. Warren, MI 48091 (586) 756-1070 Ext. #113 hhowlett@iafrate.com		Inner City Contracting, LLC 18701 Grand River Ave. Detroit, MI 48223 (313) 272-6031 curtis@innercitycontracting.com	
BID DATE: 4-Sep-24		BIDDERS ·····> 6 BIDDERS 74 ITEMS													
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT
36	Gate Well, 60 inch dia	22	EA	$3,800.00	$83,600.00	$4,100.00	$90,200.00	$4,500.00	$99,000.00	$4,100.00	$90,200.00	$3,800.00	$83,600.00	$9,121.25	$200,667.50
37	Fire Hydrant Assembly	9	EA	$9,800.00	$88,200.00	$7,350.00	$66,150.00	$13,500.00	$121,500.00	$7,350.00	$66,150.00	$9,500.00	$85,500.00	$6,794.65	$61,151.85
38	Water Serv	21	EA	$2,000.00	$42,000.00	$2,210.00	$46,410.00	$1,450.00	$30,450.00	$2,210.00	$46,410.00	$2,000.00	$42,000.00	$2,555.90	$53,673.90
39	Water Serv, Long	12	EA	$3,300.00	$39,600.00	$3,285.00	$39,420.00	$2,550.00	$30,600.00	$3,285.00	$39,420.00	$3,500.00	$42,000.00	$4,712.75	$56,553.00
40	Mismarked Water Services	10	HR	$1.00	$10.00	$850.00	$8,500.00	$150.00	$1,500.00	$850.00	$8,500.00	$715.00	$7,150.00	$746.00	$7,460.00
41	Water Main Line Stop, 8 inch	2	EA	$5,000.00	$10,000.00	$8,000.00	$16,000.00	$550.00	$1,100.00	$8,000.00	$16,000.00	$6,500.00	$13,000.00	$15,800.00	$31,600.00
42	Water Main, Abandon	1	LS	$12,750.00	$12,750.00	$36,500.00	$36,500.00	$2,500.00	$2,500.00	$36,500.00	$36,500.00	$15,000.00	$15,000.00	$13,200.00	$13,200.00
43	Watermain, 8 inch, Rem	164	FT	$25.00	$4,100.00	$25.00	$4,100.00	$32.00	$5,248.00	$25.00	$4,100.00	$15.00	$2,460.00	$82.05	$13,456.20
44	Watermain, 12 inch, Rem	100	FT	$30.00	$3,000.00	$25.00	$2,500.00	$35.00	$3,500.00	$25.00	$2,500.00	$15.00	$1,500.00	$134.50	$13,450.00
45	Maintenance Gravel	800	TON	$24.00	$19,200.00	$30.00	$24,000.00	$3.50	$2,800.00	$64.50	$51,600.00	$35.00	$28,000.00	$25.00	$20,000.00
46	Maintenance HMA	300	TON	$175.73	$52,719.00	$120.00	$36,000.00	$18.50	$5,550.00	$200.00	$60,000.00	$100.00	$30,000.00	$85.00	$25,500.00
47	Temporary Water Supply System	1	LS	$500.00	$500.00	$80,000.00	$80,000.00	$25,000.00	$25,000.00	$8,000.00	$8,000.00	$100,000.00	$100,000.00	$80,000.00	$80,000.00
48	Dr Structure, 24 inch dia	13	EA	$3,137.82	$40,791.66	$2,300.00	$29,900.00	$2,000.00	$26,000.00	$1,800.00	$23,400.00	$2,200.00	$28,600.00	$2,857.00	$37,141.00
49	Dr Structure, 48 inch dia	21	EA	$4,121.28	$86,546.88	$3,500.00	$73,500.00	$2,250.00	$47,250.00	$2,800.00	$58,800.00	$3,400.00	$71,400.00	$5,389.40	$113,177.40
50	Dr Structure Cover, Type Warren Catch Basin	25	EA	$606.83	$15,145.75	$500.00	$12,500.00	$600.00	$15,000.00	$650.00	$16,250.00	$750.00	$18,750.00	$1,100.40	$27,510.00
51	Dr Structure Cover, Type Warren Manhole	9	EA	$644.33	$5,798.97	$500.00	$4,500.00	$600.00	$5,400.00	$650.00	$5,850.00	$750.00	$6,750.00	$1,099.35	$9,894.15
52	Dr Structure, Tap, 12 inch	8	EA	$311.52	$2,492.16	$475.00	$3,800.00	$2,250.00	$18,000.00	$450.00	$3,600.00	$500.00	$4,000.00	$1,129.00	$9,032.00
53	Sewer, 12 inch, C76, Cl IV, Tr Det B	1,452	FT	$92.40	$134,164.80	$105.00	$152,460.00	$125.00	$181,500.00	$115.00	$166,980.00	$80.00	$116,160.00	$107.40	$155,944.80
54	Trench Undercut and Backfill	40	CY	$67.72	$2,708.80	$40.00	$1,600.00	$0.01	$0.40	$50.00	$2,000.00	$1.00	$40.00	$55.90	$2,236.00
55	Underdrain, Subgrade, Open-Graded, 6 inch	9,617	FT	$15.07	$144,928.19	$16.00	$153,872.00	$13.50	$129,829.50	$10.00	$96,170.00	$20.00	$192,340.00	$14.70	$141,369.90
56	Dr Structure Cover, Adj, Type B	8	EA	$1,177.37	$9,418.96	$500.00	$4,000.00	$550.00	$4,400.00	$850.00	$6,800.00	$850.00	$6,800.00	$1,750.00	$14,000.00
57	Dr Structure Cover, Adj, Type A	6	EA	$1,156.66	$6,939.96	$500.00	$3,000.00	$450.00	$2,700.00	$850.00	$5,100.00	$850.00	$5,100.00	$1,750.00	$10,500.00
58	Sanitary House Lead Repair, 6 Inch	4	EA	$1,933.40	$7,733.60	$4,085.00	$16,340.00	$900.00	$3,600.00	$4,085.00	$16,340.00	$3,500.00	$14,000.00	$4,088.00	$16,352.00
59	Sewer Bulkhead, 12 inch	4	EA	$351.45	$1,405.80	$250.00	$1,000.00	$200.00	$800.00	$250.00	$1,000.00	$150.00	$600.00	$83.55	$334.20
	TRAFFIC CONTROL ITEMS														
60	Traffic Control and Maintenance	1	LS	$56,435.94	$56,435.94	$38,000.00	$38,000.00	$25,000.00	$25,000.00	$127,000.00	$127,000.00	$250,000.00	$250,000.00	$65,700.00	$65,700.00
	RESTORATION ITEMS														
61	Restoration, Hydroseeding (Incl. 3" Topsoil, Seed and Fertilizer)	1	LS	$73,570.20	$73,570.20	$50,000.00	$50,000.00	$19,500.00	$19,500.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$68,500.00	$68,500.00
62	Project Cleanup	1	LS	$16,497.90	$16,497.90	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
63	Pavt Marking, Sprayable Thermopl, 4 Inch, Yellow	1,409	FT	$1.60	$2,254.40	$2.00	$2,818.00	$1.50	$2,113.50	$1.50	$2,113.50	$1.50	$2,113.50	$1.50	$2,113.50
64	Pavt Marking, Ovly Cold Plastic, 6 inch, Crosswalk	921	FT	$4.26	$3,923.46	$7.00	$6,447.00	$4.00	$3,684.00	$4.00	$3,684.00	$4.00	$3,684.00	$4.00	$3,684.00
65	Pavt Marking, Ovly Cold Plastic, 18 inch, Stop Bar	139	FT	$12.78	$1,776.42	$12.00	$1,668.00	$12.00	$1,668.00	$12.00	$1,668.00	$12.00	$1,668.00	$12.00	$1,668.00
66	Pavt Marking, Ovly Cold Plastic, Lt. Turn Arrow Sym	1	EA	$266.25	$266.25	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00
67	Sign, Type IIIB	207	SF	$20.24	$4,189.68	$19.00	$3,933.00	$19.00	$3,933.00	$19.00	$3,933.00	$19.00	$3,933.00	$19.00	$3,933.00
68	Sign, Type IIIB, Special	1,066	SF	$20.77	$22,140.82	$19.50	$20,787.00	$19.50	$20,787.00	$19.50	$20,787.00	$19.50	$20,787.00	$19.50	$20,787.00

NF ENGINEERS

WARREN, MICHIGAN
COMMON ROAD PAVEMENT RECONSTRUCTION
AND WATER MAIN REPLACEMENT
NFE PROJECT No. N911

BID DATE: 4-Sep-24

BIDDERS ----->
6 BIDDERS
74 ITEMS

				Mark Anthony Contracting 4810 Old Plank Road Milford, MI 48381 (586) 463-5830 bill@macinc-mi.com		Zuniga Cement Construction, Inc. 22500 Ryan Road Warren, MI 48091 (586) 754-5900 office@zunigacement.com		Pamar Enterprises, Inc. 31604 Pamar Court New Haven, MI 48048 (586) 749-8693 ron@pamarenterprises.com		Florence Cement Company 51515 Corridor Shelby Township, MI 48315 (586) 997-2666 tavepantaleo@florencecement.com		Angelo Iafrate Construction Company 26300 Sherwood Ave. Warren, MI 48091 (586) 756-1070 Ext. #113 hhowlett@iafrate.com		Inner City Contracting, LLC 16701 Grand River Ave. Detroit, MI 48223 (313) 272-5031 curtis@innercitycontracting.com	
ITEM NO	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT	UNIT PRICE	COMPUTED AMOUNT
69	Post, Steel, 3 pound	644	FT	$9.59	$6,175.96	$9.00	$5,796.00	$9.00	$5,796.00	$9.00	$5,796.00	$9.00	$5,796.00	$9.00	$5,796.00
70	Signs, Rem, Salv, and Reinstall	4	EA	$53.25	$213.00	$50.00	$200.00	$50.00	$200.00	$50.00	$200.00	$50.00	$200.00	$50.00	$200.00
	MISCELLANEOUS ITEMS														
71	Mobilization (5% Max)	1	LS	$54,460.01	$54,460.01	$186,000.00	$186,000.00	$175,000.00	$175,000.00	$280,000.00	$280,000.00	$290,000.00	$290,000.00	$248,444.45	$248,444.45
72	Reimbursed Permit Fees	1	DIR	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00	$9,000.00
73	Audio-Visual Record of the Construction Area	1	LS	$1,544.25	$1,544.25	$1,700.00	$1,700.00	$1,450.00	$1,450.00	$1,450.00	$1,450.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
74	Soil Erosion and Sediment Control Measures	1	LS	$2,815.11	$2,815.11	$5,000.00	$5,000.00	$12,000.00	$12,000.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$3,000.00	$3,000.00
	TOTAL ---->				**$5,260,704.79**		**$5,326,333.40**		**$5,674,863.30**		**$5,771,073.15**		**$5,825,500.00**		**$5,927,394.80**
	REMARKS														

RESOLUTION TO AWARD BID AND APPROVE CONTRACT
FOR CITY PROJECT W-24-821
COMMON ROAD PAVEMENT RECONSTRUCTION AND WATER MAIN REPLACEMENT
(HAYES TO SCHOENHERR)
(ITB-W-1159)

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 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 _____.

On September 4, 2024, bids were received for City Project W-24-821, Common Road Pavement Reconstruction and Water Main Replacement (ITB-W-1159), pursuant to the updated online electronic bid submittal process via BidNet Direct (MITN).

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

The City Engineer has recommended that the contract for City Project W-24-821, Common Road Pavement Reconstruction and Water Main Replacement (ITB-W-1159) be awarded to the lowest qualified bidder Mark Anthony Contracting, Inc. in the total bid amount not to exceed $5,260,704.79.

Funding for this work is available in the Fiscal 2024 Water and Sewer Capital Improvements Fund 592-0000-21349 ($1,998,167.39), in the Michigan Transportation Construction Fund 438-9438-97450 ($3,213,537.40) and MTF Major Construction Fund 202-2451-97400 ($49,000.00).

The Contract documents include the Project Drawings, the Advertisement, the Pricing Sheet, Supplemental Specifications, the Appendix and the City of Warren form documents entitled Instructions

to Bidders, Required Acknowledgement, Contract, Performance Bond, Payment Bond for Labor, Material and Equipment Rental, Maintenance and Guarantee Bond, Certificate of Worker's Compensation Insurance, General Conditions, Specifications for Concrete Pavement, Specifications for Concrete Sidewalks and Drive Approaches, and Specifications for Sanitary and Storm Sewer.

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the City Engineer, that the City Council by formal motion approves the award of City Project W-24-821, Common Road Pavement Reconstruction and Water Main Replacement (ITB-W-1159), to the low qualified bidder Mark Anthony Contracting, Inc. in the total bid amount not to exceed $5,260,704.79. Such award is subject to execution of written agreement by both parties.

IT IS FURTHER RESOLVED, that upon approval of the final contract in a form that meets with the approval of the City Attorney, together with all required insurance certificates, bonds, and required documents, the Mayor and City Clerk are authorized to execute the contract with Mark Anthony Contracting, Inc., 4810 Old Plank Road, Milford, MI 48381 to complete City Project W-24-821, Common Road Pavement Reconstruction and Water Main Replacement, consistent with the terms of the bid for City Project W-24-821, Common Road Pavement Reconstruction and Water Main Replacement, and the City of Warren Engineering Contract Documents.

AYES: Councilpersons: _____

_____

NAYS: Councilpersons: _____

_____

RESOLUTION DECLARED ADOPTED this_____day of_____, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, 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 _____, 2024.

_____
SONJA BUFFA
City Clerk

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

September 10, 2024

Mindy Moore
City Council Secretary

RE: CONSIDERATION AND ADOPTION OF A RESOLUTION to approve Contract Modification No. 1 and Pay Estimate No.5 to City Contract WP-23-790, Toepfer Road Pavement Reconstruction and Water Main Replacement (Mark Anthony Contracting, Inc.), increasing the original contract amount by $130,000.00 and extending contract end date to October 31, 2024.

On June 25, 2023, the City of Warren and Mark Anthony Contracting, Inc. entered into a contract to perform work specified in the contract documents for Project WP-23-790, Toepfer Road Pavement Reconstruction and Water Main Replacement, attached hereto is a copy of the proposed Contract Modification No. 1 and Pay Estimate No.5 to the City Contract WP-23-790, Toepfer Road Pavement Reconstruction and Water Main Replacement.

Due to increasingly deteriorated water main and pavement conditions, average daily traffic, and safety to the City's residents, additional water mains, sections of pavement, and sidewalk had to be replaced on Toepfer Road between Mullin and MacArthur, resulting in an increase from the original contract amount by $130,000.00 resulting in an amended contract amount of $2,054,054.80 and extending the contract end date to October 31, 2024.

It is the Engineering Division's recommendation that the Warren City Council approve the Contract Modification No. 1 to the City Contract WP-23-790, Toepfer Road Pavement Reconstruction and Water Main Replacement as presented in the attached Contract Modification No. 1.

Additionally, it is recommended that Payment Estimate No. 5 for the work completed under the contract WP-23-790, Toepfer Road Pavement Reconstruction and Water Main Replacement, in the amount of $235,020.47 be issued to Mark Anthony Contracting, Inc. three (3) days after approval of the attached Contract Modification No. 1.

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

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

Sincerely,

Tina G. Gapshes, P.E.
City Engineer

Read and Concurred:

David Muzzarelli
Public Service Director

Funding Approval:

Kristina Battle
Budget Director

Contract Form Approval:

Mary Michaels
Acting City Attorney

Recommended to Council:

Lori M. Stone
Mayor

Attachment: Contract Modification No. 1, Proposed Resolution, Payment No. 5

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

CONTRACT MODIFICATION

DATE: September 10, 2024

CONTRACT:

W-23-790 Toepfer Road Pavement Reconstruction and Water Main Replacement

CONTRACT MODIFICATION NO.: **1**

TO: Mark Anthony Contracting, Inc.
4810 Old Plank Road
Milford, MI 48381

NECESSITY FOR REVISION: Due to increasingly deteriorated water main and pavement conditions, average daily traffic, and safety to the City's residents, additional water mains, sections of pavement, and sidewalk had to be replaced on Toepfer Road between Mullin to MacArthur.

The sum of $130,000.00 is hereby added to the current Contract Amount of $1,924,054.80 resulting in an amended Contract price of $2,054,054.80 and extending the contract end date to October 31, 2024.

This document shall become an amendment to the Contract, and all provisions of the Contract will apply thereto.

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

Accepted by: Gary P. Evangelista Digitally signed by Gary P. Evangelista DN: C=US, E=gary@macinc-mi.com, O="Mark Anthony Contracting, Inc.", CN=Gary P. Evangelista Date: 2024.09.10 10:59:42-04'00' Date: _____
for Mark Anthony Contracting, Inc. (Contractor)

Recommended by: _____ Date: 9-10-24
Tina G. Gapshes, P.E., City Engineer

Approved by: Warren City Council on Date: _____

Approved by: _____ Date: _____
Lori M. Stone, Mayor

Approved by: _____ Date: _____
Sonja Buffa, City Clerk

RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 AND PAY ESTIMATE No.5 TO CITY CONTRACT WP-23-790, TOEPFER ROAD PVEMENT RECONSTRUCTION AND WATER MAIN REPLACEMENT.
MARK ANTHONY CONTRACTING, INC.

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 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 _____.

Mark Anthony Contracting, Inc. and the City of Warren entered into a contract titled WP-23-790 Toepfer Road Pavement Reconstruction and Water Main Replacement.

Due to increasingly deteriorated water main and pavement conditions, average daily traffic, and safety to the City's residents, additional water mains, sections of pavement, and sidewalk had to be replaced on Toepfer Road between Mullin and MacArthur.

The Engineering Division recommends approval of the attached Contract Modification No. 1, as submitted, thereby increasing the contract amount by $130,000.00 resulting in an amended contract amount of $2,054,054.80 and extending the contract to October 31, 2024.

The Engineering Division further recommends Payment No. 5 in the amount of $235,020.47 for the work completed under the contract WP-23-790, Toepfer Road Pavement Reconstruction and Water Main Replacement, Mark Anthony Contracting, Inc. after three (3) days of the City Council approval of the attached Contract Modification No. 1.

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled WP-23-790, Toepfer Road Pavement Reconstruction and Water Main

Replacement, increasing the contract amount by $130,000.00, and extending the contract to October 31,2024, as presented in the attached Contract Modification No. 1.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 1 to WP-23-790, Toepfer Road Pavement Reconstruction and Water Main Replacement in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 5 in the amount of $235,020.47 payable to Mark Anthony Contracting, Inc. be issued after three (3) days of the City Council's approval of the Contract Modification No. 1.

AYES: Councilpersons _____

_____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this _____ day of_____ 20_____.

_____
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 _____, 20_____.

_____
SONJA BUFFA
City Clerk

WARREN
PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION

PAYMENT REQUEST

Date : September 10, 2024

NOTE: CITY COUNCIL APPROVAL REQ

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

From : Engineering Division

Re : Payment No. **5**
Project No. **W-23-790**
Location **Toepfer Road Mullin to MacArthur**
Improvement: **Road Reconstruction and Water Main Replacement**

Payee : **Mark Anthony Contracting, Inc.**
4810 Old Plank Road
Milford, MI 48381

Original Contract Amount (City Council Approval 7/25/23)		$1,924,054.80	
Prop. Contract Modification No. 1 (City Council Approval 9/24/24)		$130,000.00	
Contract Modification No. 2		$0.00	
Current Contract Amount			$2,054,054.80
Total Work performed as of:	9/6/24	$1,968,175.03	
Less Retainage	**4.89%**	$96,202.74	
Net Amount Earned		$1,871,972.29	
Amount of Previous Payment Requests		$1,636,951.82	
Amount Due This Estimate			**$235,020.47**
Retainage Previously Withheld		$96,202.74	
Retainage Change this Pay Estimate		$0.000	

Chargeable to :	**Local Street Roads Repair and Replacement Special Revenue Fund**	**$235,020.47**
Chargeable to :	**2023 Water & Sewer Capital Improvement Fund**	**$0.00**

Prepared by:

Olivia Girimonte
Civil Engineer

Approved for Payment:

Tina Gapshes, P.E.
City Engineer

cc: Payee

CONTRACTOR: Mark Anthony Contracting, Inc.

ADDRESS: 4610 Old Plan Road, Milford, MI 48381

DATE: 9/9/2024

HRC Job #: 20221073

City of Warren

Toepfer Road Pavement Reconstruction and Water Main Replacement (Mullin to MacArthur)

City Contract WP-23-790

Pay Estimate No. 5 (through 9/6/2024)

Item No.	Item	Original Contract Quantity	Unit	Contract Bid Price	Original Bid Amount	Auth. Qty to Date	Payment
1	Sign, Rem, Salv and Erect (incl. new steel post)	5	Ea	$ 292.88	$ 1,464.40	0.00	$ -
2	Erosion Control, Inlet Protection, Fabric Drop	19	Ea	$ 70.29	$ 1,335.51	20.00	$ 1,405.80
3	Silt Fence (if required)	400	Lft	$ 1.64	$ 656.00	435.00	$ 713.40
4	Pavement, Rem	10980	Syd	$ 9.72	$ 106,725.60	11366.12	$ 110,478.69
5	HMA Surface, Rem	8465	Syd	$ 2.59	$ 21,924.35	8465.00	$ 21,924.35
6	Sidewalk, Rem	4086	Sft	$ 1.17	$ 4,780.62	7325.89	$ 8,571.29
7	Sewer, Rem, Less than 24 inch	453	Lft	$ 17.76	$ 8,045.28	453.00	$ 8,045.28
8	Dr Structure, Rem	15	Ea	$ 370.27	$ 5,554.05	15.00	$ 5,554.05
9	Water Main, 8 inch, Abandon in Place	1437	Lft	$ 3.86	$ 5,546.82	1265.00	$ 4,882.90
10	Gate Valve & Well, Rem	3	Ea	$ 550.00	$ 1,650.00	9.00	$ 4,950.00
11	Water Main, Rem (As Directed)	800	Lft	$ 10.62	$ 8,496.00	105.00	$ 1,115.10
12	Water Main, PVC C-909, 8 inch (Tr Det B)	1455	Lft	$ 119.00	$ 173,145.00	1556.00	$ 185,164.00
13	Gate Valve & Well, 8 inch	3	Ea	$ 6,954.00	$ 20,862.00	7.00	$ 48,678.00
14	Water Main Connection, 8 inch	4	Ea	$ 5,214.00	$ 20,856.00	6.00	$ 31,284.00
15	Hydrant, Rem	2	Ea	$ 490.00	$ 980.00	2.00	$ 980.00
16	Fire Hydrant Assembly, Complete	2	Ea	$ 7,269.00	$ 14,538.00	2.00	$ 14,538.00
17	Water Serv, Short, Type K Copper, 1 inch	25	Ea	$ 2,166.00	$ 54,150.00	23.00	$ 49,818.00
18	Insulation Board, 2 inch	71	Sft	$ 5.00	$ 355.00	160.00	$ 800.00
19	Sewer, Cl IV, 12 inch, Tr Det B w/Sand Backfill	405	Lft	$ 98.71	$ 39,977.55	265.00	$ 26,158.15
20	Catch Basin, Type A	2	Ea	$ 5,012.41	$ 10,024.82	2.00	$ 10,024.82
21	Catch Basin, Type B	13	Ea	$ 3,419.58	$ 44,454.54	13.00	$ 44,454.54
22	Dr Structure Built Over Existing, 60 inch	1	Ea	$ 7,739.02	$ 7,739.02	1.00	$ 7,739.02
23	Dr Structure Tap, 12 inch	10	Ea	$ 360.50	$ 3,605.00	5.00	$ 1,802.50
24	Dr Structure Tap, 6 inch	15	Ea	$ 229.99	$ 3,449.85	8.00	$ 1,839.92
25	Sewer Bulkhead, 12 inch	2	Ea	$ 522.06	$ 1,044.12	9.00	$ 4,698.54
26	Dr Structure Cover, Adj, Case 1	19	Ea	$ 1,135.50	$ 21,574.50	10.20	$ 11,582.10
27	Under Drain, Subgrade, Open-Grade, 6 inch	4086	Lft	$ 18.47	$ 75,468.42	3955.00	$ 73,048.85
28	Sanitary Lead Repr, 6 inch, Tr Det B	50	Lft	$ 53.41	$ 2,670.50	0.00	$ -
29	Station Grading	20.4	Sta	$ 8,294.36	$ 169,204.94	22.90	$ 189,940.84
30	Subgrade Undercutting, Install 1"x3" Crushed Concrete (CIP)	200	Cyd	$ 75.86	$ 15,172.00	19.00	$ 1,441.34
31	Aggregate Base, 8 inch, CIP, 21AA Crushed Limestone	11600	Syd	$ 13.58	$ 157,528.00	11108.67	$ 150,855.74
32	Aggregate Base, 6 inch, CIP, 21AA Crushed Limestone	269	Syd	$ 12.55	$ 3,375.95	1111.20	$ 13,945.56
33	Concrete Pavement, 8 inch w/Integral Curb, MDOT Grade P1 6.0 Sack, Nonreinf	10930	Syd	$ 60.50	$ 661,265.00	10202.89	$ 617,274.85
34	Concrete Driveway, 8 Inch, MDOT Grade P1 6.0 Sack, Nonreinf	24	Syd	$ 102.15	$ 2,451.60	48.00	$ 4,903.20
35	Concrete Driveway, 6 Inch, MDOT Grade P1 6.0 Sack, Nonreinf	360	Syd	$ 63.36	$ 22,809.60	1027.76	$ 65,118.87
36	Sidewalk, Conc, 4 inch	3598	Sft	$ 5.93	$ 21,324.28	6754.51	$ 40,054.24
37	Sidewalk Ramp, Conc, 6 inch	230	Sft	$ 8.67	$ 1,994.10	571.38	$ 4,953.86
38	Detectable Warning Surface	35	Lft	$ 44.71	$ 1,564.85	126.00	$ 5,633.46
39	Curb Ramp Opening, Conc	325	Lft	$ 23.43	$ 7,614.75	119.00	$ 2,788.17
40	Driveway Opening, Conc, Det M	866	Lft	$ 41.00	$ 35,506.00	0.00	$ -
41	Traffic Control and Maintenance	1	Lsum	$ 25,851.63	$ 25,851.63	1.00	$ 25,851.63
42	Maintenance Aggregate	400	Ton	$ 20.85	$ 8,340.00	480.71	$ 10,022.80
43	Restoration, Hydroseeding (incl. 3" Topsoil, Seed & Fertilizer)	1200	Syd	$ 13.89	$ 16,668.00	0.00	$ -
44	Sign, Rem, Salv and Reinstall	9	Ea	$ 1,054.35	$ 9,489.15	0.00	$ -
45	Sprinkler Head, Replace (As Needed)	5	Ea	$ 105.44	$ 527.20	0.00	$ -
46	Sprinkler Head, Relocate (As Needed)	5	Ea	$ 93.72	$ 468.60	0.00	$ -
47	Sprinkler Line (As Needed)	200	Ft	$ 9.37	$ 1,874.00	0.00	$ -
48	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	506	Ft	$ 5.86	$ 2,965.16	0.00	$ -
49	Pedestrian Crossing sign (W11-2A)	2	Ea	$ 410.03	$ 820.06	2.00	$ 820.06
50	Pedestrian Crossing sign (W11-2)	2	Ea	$ 410.03	$ 820.06	2.00	$ 820.06

City of Warren

Toepfer Road Pavement Reconstruction and Water Main Replacement (Mullin to MacArthur)

City Contract WP-23-790

Pay Estimate No. 5 (through 9/6/2024)

51	Pavt Mrkg, Ovly Cold Plastic, 18 inch, Stop Bar	24	Lft	$ 17.57	$ 421.68	0.00	$ -
52	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	288	Lft	$ 5.86	$ 1,687.68	0.00	$ -
53	BONDS, INSURANCE AND INITIAL SET-UP EXPENSE (Not to exceed 5% of c onstruction cost)	1	Lsum	$ 49,000.89	$ 49,000.89	1.00	$ 49,000.89
54	Allowances for Unforseen Field Conditions	1	Lsum	$ 25,000.00	$ 25,000.00	0.00	$ -
55	Prefabricated Portable Sanitary Facility	1	Ea	$ 1,171.50	$ 1,171.50	1.00	$ 1,171.50
56	Exploratory Excavation and Utility Locating	1	Lsum	$ 585.75	$ 585.75	0.00	$ -
57	Audio-Visual Filming	1	Lsum	$ 984.06	$ 984.06	1.00	$ 984.06
58	Cold Weather Protection	5500	Syd	$ 0.01	$ 55.00	0.00	$ -
59	Permit Fee Allowance	1	Dlr	$ 6,000.00	$ 6,000.00	0.16	$ 988.00
60	Repair mis-marked or unmarked water service	3	Ea	$ 1,846.28	$ 5,538.84	0.00	$ -
61	Downtime due to mis-marked water service	8	Hrs	$ 612.69	$ 4,901.52	19.50	$ 11,947.46
	Contingency Items						
62	Tree Rem, 6"-18"		Ea	$ 316.25		13.00	$ 4,111.25
63	Tree Rem, 19"-36"		Ea	$ 2,530.00		4.00	$ 10,120.00
64	Barricade, Type III		Ea	$ 125.00		20.00	$ 2,500.00
65	Sign, Type B Temp., Prismatic		Sft	$ 8.00		495.50	$ 3,964.00
66	Sign, Type B Temp., Special, Prismatic		Sft	$ 16.00		180.00	$ 2,880.00
67	Downtime due to wrong valve off & additional time to set up extra pumps		Lsum	$ 1,159.97		1.00	$ 1,159.97
68	Time and material to pump out water, cap and block main on Marmon that was not shut off due to a broken valve to the north.		Lsum	$ 6,088.15		1.00	$ 6,088.15
69	Repair WM leak at 11235 Toepfer		Lsum	$ 3,421.71		1.00	$ 3,421.71
70	Time and material to move hyd. 8' parallel with the curbline. Removed hyd., removed 90 bend & replaced with a		Lsum	$ 3,130.05		1.00	$ 3,130.05
71	Chalmers / Marmon WM Repair:						
	Hydrant, Rem		*Ea*	*$ 490.00*		*1.00*	*$ 490.00*
	Water Main, Rem (As Directed)		Lft	$ 10.62		40.00	$ 424.80
	Sidewalk, Rem		*Sft*	*$ 1.17*		*104.50*	*$ 122.27*
	Pavement, Rem		*Syd*	*$ 9.72*		*55.55*	*$ 539.95*
	Gate Valve & Well, Rem		*Ea*	*$ 550.00*		*2.00*	*$ 1,100.00*
	Gate Valve & Well, 8 inch		*Ea*	*$ 6,954.00*		*1.00*	*$ 6,954.00*
	Gate Valve & Box, 8 inch		*Ea*	*$ 6,954.00*		*1.00*	*$ 6,954.00*
	Water Main Connection, 8 inch		*Ea*	*$ 5,214.00*		*1.00*	*$ 5,214.00*
	Water Main Connection, 6 inch		*Ea*	*$ 5,214.00*		*2.00*	*$ 10,428.00*
	Water Main, D.I., 8 inch (Tr Det B)		*Lft*	*$ 174.65*		*40.00*	*$ 6,986.00*
	8"x 8" Tee w/Retainer Glands and Thrust Blocks		*Ea*	*$ 1,122.00*		*1.00*	*$ 1,122.00*
	8" 45, 22.5 bends w/Retainer Glands and Thrust Blocks		*Ea*	*$ 816.00*		*3.00*	*$ 2,448.00*
	Fire Hydrant Assembly, Complete		*Ea*	*$ 7,269.00*		*1.00*	*$ 7,269.00*
				Total Amount of Contract	$ 1,924,054.80		
				Total Amount to Date			$ 1,968,175.03
				Less Retainage			$ 98,202.74
				Less Pay Estimate No. 1			$ 335,747.67
				Less Pay Estimate No. 2			$ 324,360.68
				Less Pay Estimate No. 3			$ 632,612.74
				Less Pay Estimate No. 4			$ 344,230.73
				Total Amount Due - Pay Estimate No. 5			$ 235,020.47

I certify that I have checked this 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 this periodic estimate has been inspected and it has been performed in full accordance with the requirements of the contract.

Sal Conigliaro

HUBBELL, ROTH & CLARK, INC.

Sal Conigliaro, P.E.

City Project No. W-23-790, Toepfer Road
Road Reconstruction and Water Main Replacement
Pay Estimate No. 5

WARREN
Engineering Division
CONSTRUCTION ESTIMATE

Contractor: Mark Anthony Contracting, Inc.
Address: 4810 Old Plank Road
City: Milford, MI 48381

DESCRIPTION		ORIGINAL CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
		$ 1,924,054.80		
Total Work Performed as of:	9/6/24		$ 1,968,175.03	$ 235,020.47
Less Retainage	4.89%		$ 96,202.74	$ -
Net Amount Earned			$ 1,871,972.29	$ 235,020.47
Less Previous Payments			$ 1,636,951.82	$ -
Total Amount Due this Estimate			$ 235,020.47	$ **235,020.47**
		$ 1,613,035.62		
Total Local Street Roads Repair and Replacement Special Revenue Fund Work Perf	9/6/24		$ 1,657,155.85	$ 235,020.47
Less Retainage	4.89%		$ 65,100.82	$ -
Net Amount Earned			$ 1,592,055.03	$ 235,020.47
Less Previous Payments			$ 1,357,034.56	$ -
Total Local Street Roads Repair and Replacement Special Revenue Fund Due this Estimate			$ 235,020.47	$ **235,020.47**
		$ 311,019.18		
Total Local Street Roads Repair and Replacement Special Revenue Fund Work Perf	9/6/24		$ 311,019.18	$ -
Less Retainage	4.89%		$ 31,101.92	$ -
Net Amount Earned			$ 279,917.26	$ -
Less Previous Payment			$ 236,791.84	$ -
Total 2023 Water & Sewer Capital Improvement Fund Due this Estimate			$ -	$ -

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 Gapshes, P.E.
City Engineer

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

for Mark Anthony Contracting, Inc.

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

DATE: SEPTEMBER 11, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: AWARD OF BID ITB-W-1290; POSITIVE PRESSURE VENTILATION FANS

The Purchasing Department concurs with the Fire Department and recommends that Bid ITB-W-1290 for the purchase of five (5) SuperVac Positive Pressure Ventilation Fans, be awarded to the low responsible and cost effective bidder, Heritage Fire Equipment, 2162 Cloverleaf St. East, Columbus, Ohio 43232, in the total amount of $24,624.00.

On Wednesday, September 4, 2024 at 1:00 PM local time, electronic bids for ITB-W-1290; to furnish Five (5) SuperVac Positive Pressure Ventilation Fans for the Fire Department were publicly opened. Bids were solicited through the BidNet® (MITN) procurement system. Nine (9) vendors responded with bids, which are summarized on the attached bid tabulation form submitted for your review.

If approved by your honorable body, the five (5) SuperVac Positive Pressure Ventilation Fans will replace the current inventory of battery-operated fans that have proven to be unreliable and in constant need of repair.

Funds are available in the Account: 101-1336-98401.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		9/16/2024
Controller:		9/16/2024
MAYOR:		9/17/2024

AS-READ BID TABULATION

City of Warren
1 City Square
Warren MI 48093

BID: ITB-W-1290
Bid Opening Date: 9/4/2024
Department: FIRE

Product or Service: POSITIVE PRESSURE VENTILATION FANS

BIDDER	ITEM 1. SUPERVAC PPVF UNIT PRICE	ITEM 1. EXTENDED TOTAL (QTY 5)	ITEM 2. BATTERY UNIT PRICE	ITEM 2. EXTENDED TOTAL (QTY 10)	ITEM 3. CHARGER UNIT PRICE	ITEM 3. EXTENDED TOTAL (QTY 5)	GRAND TOTAL
ALLIED FIRE SALES AND SERVICE	$ 5,750.00	$ 28,750.00	INCLUDED	INCLUDED	INCLUDED	INCLUDED	$ 28,750.00
DE-CAL, INC.	$ 5,600.00	$ 28,000.00	$ 364.00	$ 3,640.00	$ 144.00	$ 720.00	$ 32,360.00
DINGES FIRE COMPANY	$ 5,899.95	$ 29,499.75	INCLUDED	INCLUDED	INCLUDED	INCLUDED	$ 29,499.75
HERITAGE FIRE EQUIPMENT	$ 4,924.80	$ 24,624.00	INCLUDED	INCLUDED	INCLUDED	INCLUDED	$ 24,624.00
MACQUEEN	$ 4,550.00	$ 22,750.00	$ 645.00	$ 3,225.00	$ 380.00	$ 1,900.00	$ 27,875.00
MUNICIPAL EMERGENCY SERVICES	$ 4,579.58	$ 22,897.90	$ 318.74	$ 3,187.40	$ 373.69	$ 1,868.45	$ 27,953.75
PLANET HOLDINGS, INC.	$ 5,224.50	$ 26,122.50	$ 388.00	$ 3,880.00	$ 459.00	$ 2,295.00	$ 32,297.50
R&R FIRE TRUCK REPAIR, INC.	$ 4,599.00	$ 22,995.00	$ 282.00	$ 2,820.00	$ 289.00	$ 1,445.00	$ 27,260.00
WEST SHORE FIRE, INC.	$ 5,490.00	$ 27,450.00	INCLUDED	INCLUDED	INCLUDED	INCLUDED	$ 27,450.00

Dinges Fire Company bid the following exceptions: The fans are sold as a kit with 2 batteries and 2 chargers per fan. This is all contained in the listed price.

MacQueen bid a 2-pk for Item #2 at a cost of $645.00, for an extended total in the amount of $3,225.00 as shown above.

WARREN
Lori M. Stone - Mayor

WARREN FIRE DEPARTMENT
23295 Schoenherr
Warren, MI 48089
(586) 756-2800
www.cityofwarren.org

September 6, 2024

Craig Treppa
Purchasing Agent

Subject: Positive Pressure Fans

Craig,

The Fire Department must replace five (5) of our battery-operated positive pressure ventilation fans at a cost of $24,624.00. Our current inventory of battery-operated fans has proven unreliable and have spent more time at the manufacturer in California than in service in our department. As a result of the continuing failure of our current fans we reached out to other large departments to find out what type of fans they were using and whether they had, had any issues with the fans reliability. All of the department we talked with are recommending the Super Vac V-18 battery operated positive pressure fans and indicate their complete satisfaction with this type of battery-operated positive pressure ventilation fan.

Therefore, the fire department is recommending the purchase of five (5) Super Vac V-18 battery operated fans from the low cost bidder Heritage Fire Equipment to begin replacing our inventory of unreliable positive pressure battery operated ventilation fans in the total amount of $24,624.00.

Funds are available in line item: 101-1336-98401.

Please direct questions to my attention at Ext. 3100.

Professionally,

WM McAdams

Wilburt McAdams
Fire Commissioner

WARREN FIRE DEPARTMENT

INTER-DEPARTMENT COMMUNICATION

OFFICE OF THE DEPUTY FIRE CHIEF

MEMO TO: Commissioner McAdams

FROM: Deputy Fire Chief Halleck

DATE: September 6, 2024

SUBJECT: Super-Vac PPV Fan Bid Award

Sir,

I have received the bid tablature and corresponding bids in response to ITB-W-1290, (5) Super-Vac Positive Pressure Ventilation Fans. After reviewing the data provided, it is my recommendation to award the bid to Heritage Fire Equipment at a total cost of $24,624.00.

Heritage Fire Equipment is located in Columbus Ohio and is a branch of the Sutphen Fire Apparatus Corporation. They offered the lowest bid and provided a diverse list of references while meeting the requirements of the bid process. They also project a 60-day lead time for delivery which is optimal.

I have included the bid tablature along with Heritage Fire Equipment contact information and references here-in. Please do not hesitate to contact me for additional information or questions.

Thank you.

Respectfully Submitted,

Deputy Fire Chief
Scott Halleck

RESOLUTION

Document No: ITB-W-1290
Product or Service: Positive Pressure Fans
Requesting Department: Fire Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024, at 7 p.m. Local time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Electronic bids were accepted, publicly opened and read on September 4, 2024. The following bids have been received by City Council:

BIDDER:	AMOUNT:

Please see attached bid tabulation

The bid of Heritage Fire Equipment located at 2162 Cloverleaf St. East, Columbus Ohio, 43232 has been determined to be the low responsible and cost-effective bid for award. The award is for the purchase of five (5) Supervac Positive Pressure Ventilation Fans in the total amount of $24,624.00 and unit cost of $4,924.80.

Funds are available in Fire Department line item 101-1336-98401.

IT IS RESOLVED, that the bid of Heritage Fire Equipment is hereby accepted by City Council for the purchase of five (5) Supervac Positive Pressure Ventilation Fans in the total amount of $24,624.00 is hereby accepted by city council.

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

X Bid document
☐ Contract
☐ 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 _____, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

Sonja Buffa
City Clerk

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

DATE: SEPTEMBER 16, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: FILE TRI-W-1270; PURCHASE OF ONE (1) MID-MOUNT AERIAL LADDER (QUINT) TRUCK AND ONE (1) FIRE ENGINE PUMPER UTILIZING THE SOURCEWELL COOPERATIVE CONTRACT #113021-SUT

The Purchasing Division concurs with the Fire Department and recommends that City Council authorize the purchase of one (1) SL-75 Mid-Mount Aerial Ladder (Quint) and one (1) PA-12 Custom Fire Engine Pumper from Sutphen Corporation, 6450 Elterman Road, Dublin, OH 43016, in the total amount of $2,802,781.00, utilizing the Sourcewell Cooperative Contract #113021-SUT (see attached).

The Fire Department is seeking to purchase one (1) SL-75 Quint in the amount of $1,656,415.00 and one (1) PA-12 Pumper in the amount of $1,146,366.00 from Sutphen Corporation in the total amount of $2,802,781.00, complete and delivered.

If approved by your honorable body, the purchase of the SL-75 Quint and the PA-12 Pumper will further standardize the Fire Department fleet and give the City of Warren a better ISO rating, which would help with lowering insurance costs.

The estimated lead time for the SL-75 Quint is approximately 22-24 months and for the PA-12 Pumper is 34-36 months.

The new SL-75 Quint will be assigned to Station #4, replacing the 100ft Platform Ladder truck that will be assigned to Station #6. Due to the lead time for the new PA-12 Pump, the Fire department, along with the Department of Public Works (DPW), will determine which Station the pumper shall be assigned to, based on the current fleet's condition, at the time of completion.

Funds for this purchase are available in Account 402-9402-98100.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		9/16/24
Controller:		9/16/24
MAYOR:		9/17/2024

DocuSign Envelope ID: D84B92F8-94A2-4E2A-BCFB-F962C438ECE9

Sourcewell

Solicitation Number: RFP #113021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Sutphen Corporation, 6450 Eiterman Road, Dublin, OH 43016 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: BF76F61B-9AD6-46B3-BFE9-64F24C8F45E3

Proposal Evaluation
Firefighting Apparatus and Fire Service Vehicles RFP #113021

	Possible Points	Acres Industries, Inc.	Alexis Fire Equipment Company	BMT Fire Trucks, LLC	Brindlee Mountain Fire Apparatus, LLC	CARBONE Cass THIBAULT, Inc.	CET Fire Pumps MFG	Chemical Containers, Inc.	Custom Fire Apparatus, Inc.	Dependable Truck & Tank, Limited	Ez Metals, LLC	GONG Inc.	Firestopper USA MD	Fort Garry Fire Trucks, Ltd.	Ferrara Brothers, Inc.	Hi-Tech Emergency Vehicle Service, Inc.	KME, Incorporated	MUS Fire Engines & Equipment, Ltd.
Conformance to Terms/ Conditions to include Documentation	50	38	41	36	41	36	40	33	43	35	40	43	28	42	37	39	43	36
Pricing	400	333	290	298	278	311	335	305	330	265	326	339	269	271	290	306	319	290
Financial, Industry and Marketplace Successes	75	52	59	52	59	55	56	55	60	51	59	65	27	61	58	64	60	52
Bidder's Ability to Sell/ Service Contract Nationally	100	64	72	71	86	71	75	67	75	67	72	88	34	79	71	72	77	65
Bidder's Marketing Plan	50	35	43	34	39	37	43	34	44	38	38	39	34	43	38	38	40	36
Value Added Attributes	75	56	59	42	51	56	56	44	60	44	57	60	53	65	57	58	58	57
Warranty Coverages and Information	50	43	43	48	41	49	40	36	38	48	39	44	37	46	42	42	42	39
Selection and Variety of Products and Services Offered	300	258	264	248	253	264	253	248	260	246	257	260	245	269	256	253	265	258
Total Points	1,000	779	765	713	752	779	775	732	809	696	790	838	590	775	770	767	804	695
Rank Order		14	16	18	13	15	12	17	7	20	13	4	18	14	15	16	8	19

Due to clerical error, amended to read KEV Group, Inc. on June 1, 2023

	Possible Points	Iasella Corporation	Marion Body Works, Inc.	MAXIMETAL, INC.	Monaltech, LTD	P.J. Custom Body and Equipment Co., Inc.	Pierce Manufacturing	Rock River Industries, LLC	Rosenbauer South Dakota, LLC	Sicasa Brush Trucks, LLC	Spencer Manufacturing, Inc.	Super Vacuum Manufacturing CO, Inc.	The Seagrave Corporation	Toyne, Inc.	Ty Parker & Son, Inc.	US Fire Equipment, LLC	Wheel Apparatus, LLC
Conformance to Terms/ Conditions to include Documentation	50	28	40	44	34	44	45	41	44	39	39	44	44	42	33	31	41
Pricing	400	359	305	318	301	334	331	334	308	275	371	377	353	341	246	234	290
Financial, Industry and Marketplace Successes	75	41	63	63	49	64	65	59	64	57	56	62	62	61	47	59	55
Bidder's Ability to Sell/ Service Contract Nationally	100	60	72	85	67	80	90	79	87	73	90	86	87	79	66	68	74
Bidder's Marketing Plan	50	32	43	45	35	43	44	41	44	36	33	45	44	40	34	34	38
Value Added Attributes	75	42	58	64	45	68	65	58	58	49	49	60	69	63	43	49	53
Warranty Coverages and Information	50	39	43	43	37	44	49	42	44	42	41	44	44	43	38	38	42
Selection and Variety of Products and Services Offered	300	210	265	269	241	268	279	262	279	248	270	273	278	266	270	254	256
Total Points	1,000	811	784	851	709	840	867	816	880	719	727	792	843	792	631	562	733
Rank Order		12	13	5	19	9	3	11	1	17	16	6	2	10	21	22	11

DocuSigned by:
Kim Austin
6830543C58364D1...
Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Stephanie Haataja
755BA3F37BD5409...
Stephanie Haataja, CPIM, Procurement Analyst

DocuSigned by:
Craig West
7F41572C858B4BA...
Craig West, Procurement Analyst

DocuSigned by:
Tom Sharbonno
D12C958EFEB148E...
Tom Sharbonno, Procurement Analyst

SUTPHEN

PROPOSAL

TO:

DATE: September 12, 2024

Fire Chief Orrin Ferguson
City of Warren Fire Department
23295 Schoenherr
Warren, Michigan 48089

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Sutphen Source Well # RFP 113021-SUT cooperative purchase proposal:

One (1) Sutphen SL-75' Mid-Mount Aerial Ladder $ 1,656,415.00 and One (1) Sutphen matching Custom PA-12 pumper $ 1,146,366.00 Complete and delivered for a total – Source Well Price - $ 2,802,781.00

The units shall be manufactured completely in accordance with the following proposal and delivered in approximately **(22-24)** months for the SL75 mid-mount ladder, and **(34-36)** months for the matching PA-12 pumper from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

The proposal price shall be valid until October 11, 2024. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

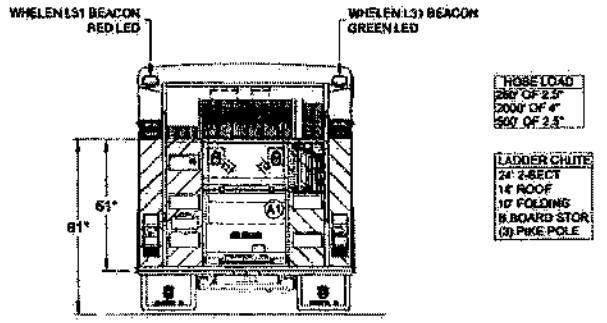
Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturer, seat manufacturer, electrical power supplies (generators) and powertrain (engine & transmission).

Respectfully submitted,

David R. Desrochers

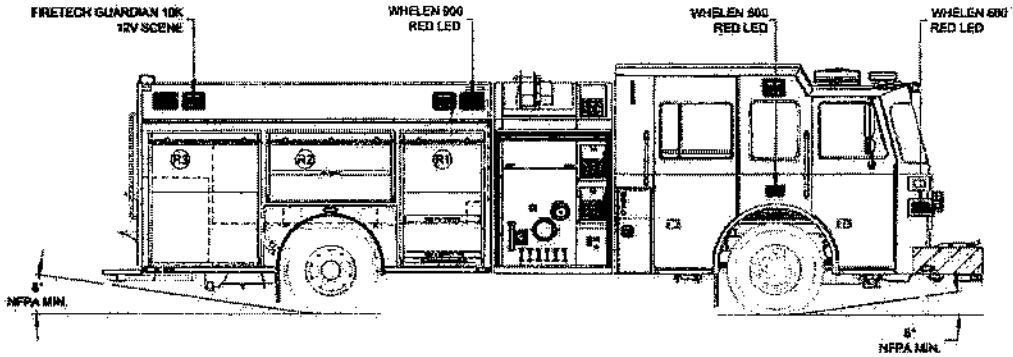
David R. Desrochers Vice- President of Sales
Apollo Fire Apparatus Sales/Service

SUTPHEN CORPORATION
6450 Elterman Road | Dublin, OH 43016 | 1-800-848-5860



HOSE LOAD
200' OF 2.5"
2000' OF 4"
500' OF 2.5"

LADDER CHUTE
24' 2-SECT
14' ROOF
10' FOLDING
6 BOARD STOR
(3) PIKE POLE



LEFT SIDE COMPARTMENTS

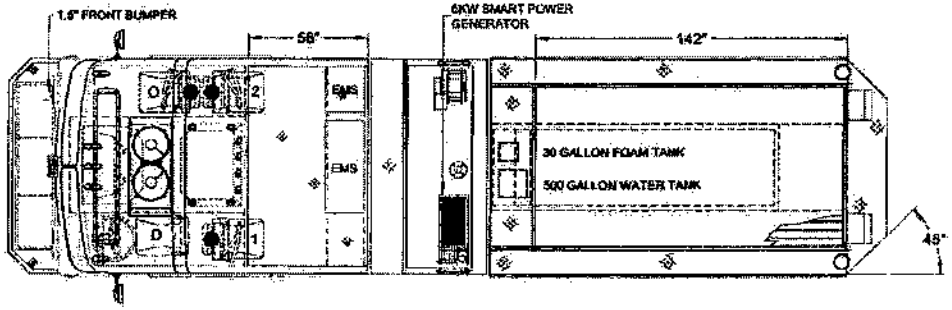
COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
L1	ROLL-UP	37.8"W X 57.4"H	43.1"W X 66"D X 27.5"H	49.8 CU. FT. (50% X 19.5"H UPPER)
L2	ROLL-UP	37.8"W X 71.3"H	37.8"W X 36.6"D X 27.5"H	28.8 CU. FT. (50% X 19.5"H UPPER)
L3	ROLL-UP	50.8"W X 57.4"H	53.4"W X 66"D X 27.5"H	80.5 CU. FT. (50% X 19.5"H UPPER)

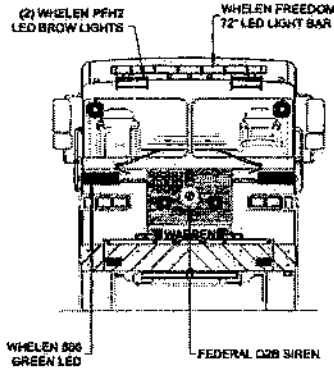
RIGHT SIDE COMPARTMENTS

COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
R1	ROLL-UP	37.8"W X 57.4"H	43.1"W X 66"D X 27.5"H	49.1 CU. FT. (50% X 19.5"H UPPER)
R2	ROLL-UP	37.8"W X 71.3"H	37.8"W X 36.6"D X 46.3"H	43.8 CU. FT.
R3	ROLL-UP	50.8"W X 57.4"H	53.4"W X 66"D X 27.5"H	80.5 CU. FT. (50% X 19.5"H UPPER)

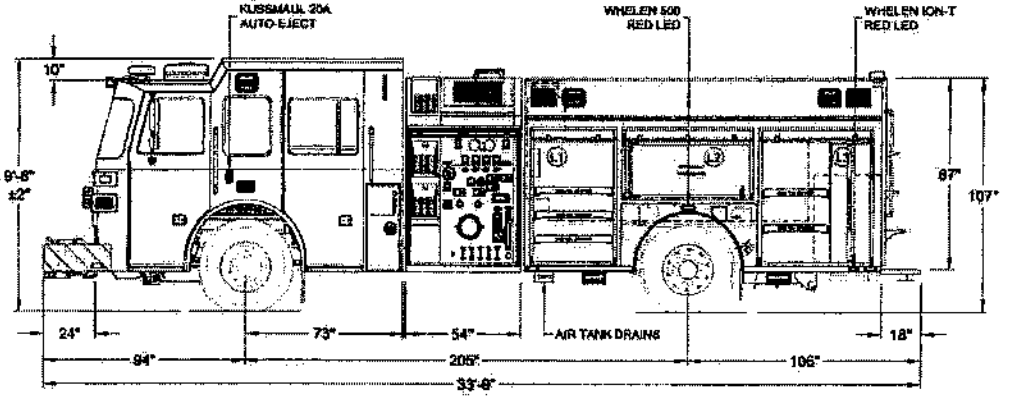
REAR STEP COMPARTMENT

COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
A1	ROLL-UP	37.8"W X 32.8"H	40"W X 46"D X 35"H	29.7 CU. FT.
				TOTAL 233.2 CU FT





TWO TONE CAB, PUMP & BODY
-BLACK OVER RED.
-CAB PAINT BREAK: OPTION #2.
-PUMP PAINT BREAK: MATCH BODY.
-BODY PAINT BREAK: DOWN TO DRIP RAIL.



DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.

DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL

NAME:

TITLE:

DATE:

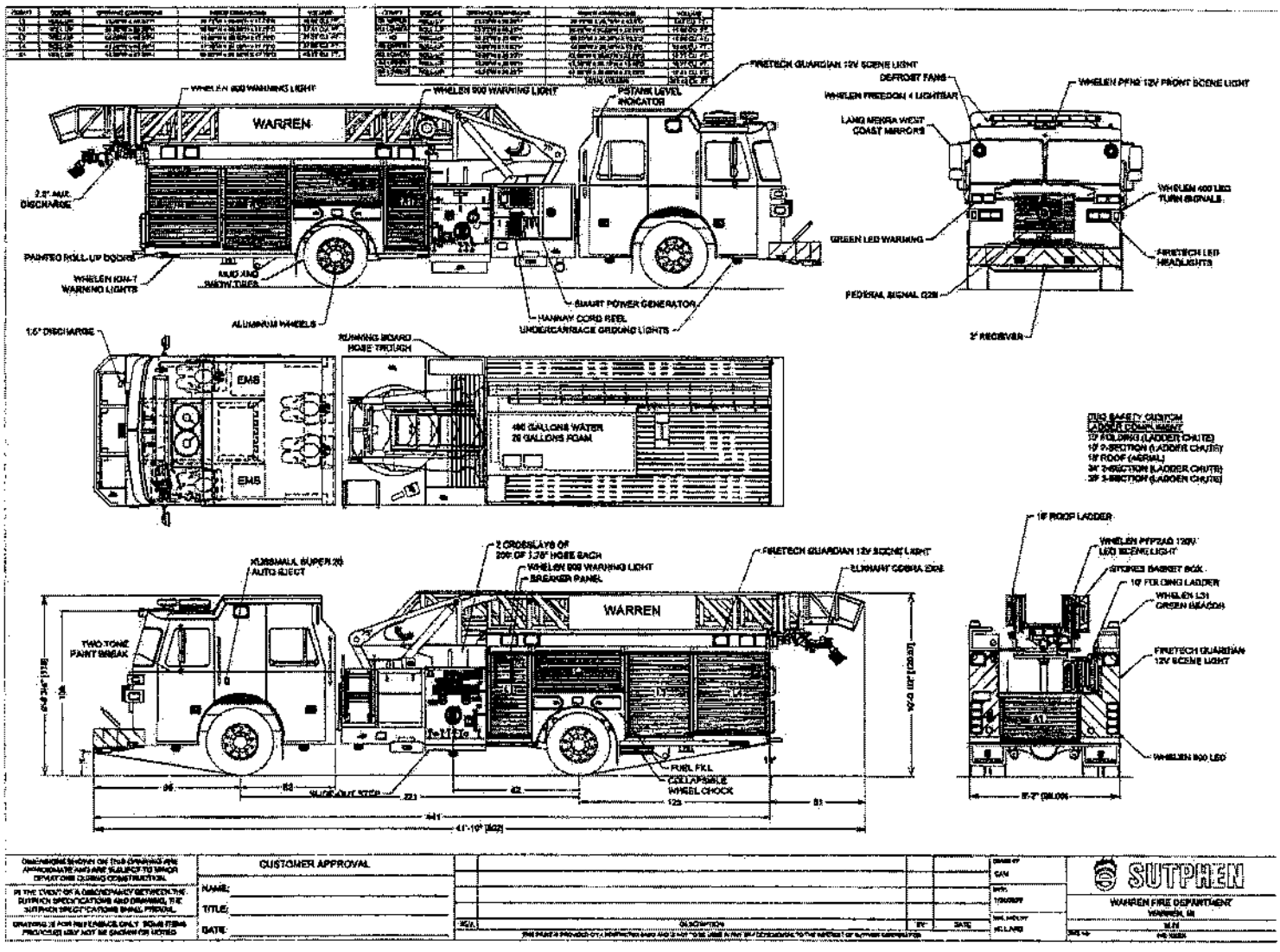
REV.	DESCRIPTION	BY	DATE

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED BY ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION.

SUTPHEN

WARREN FIRE DEPARTMENT
WARREN, MI

CUSTOM PUMPER (PA-02)



CUSTOMER APPROVAL						
NAME:						
TITLE:						
DATE:						

SUTPHEN

WARREN FIRE DEPARTMENT
WARREN, IN

WARREN
Lori M. Stone - Mayor

WARREN FIRE DEPARTMENT
23295 Schoenherr
Warren, MI 48089
(586) 756-2800
www.cityofwarren.org

September 9, 2024

Craig Treppa
Purchasing Agent

Subject: Sutphen SL-75 Mid-Mount Aerial Ladder (Quint)
Sutphen PA-12 Custom Fire Engine Pumper

Craig

The fire department desires to purchase one (1) 75-foot Aerial Ladder from the Sutphen Corporation and one (1) PA-12 Custom Fire Engine Pumper from the Sutphen Corporation through their local dealer Apollo Fire Apparatus Sales and Service using the Sourcewell Contract # RFP 113021-SUT. The department apparatus committee reviewed multiple vendors offerings in this categories of fire apparatus and determined that the Sutphen Corporation offered the department the best combination of cost, build times, reliability, warranty, and non-warranty service. In lieu of issuing an RFP the department will be utilizing Sourcewell contract # RFP 113021-SUT for competitive pricing ensuring that the department adheres to the purchasing ordinance and receives competitive pricing for this significant purchase.

With the purchase of the Sutphen 75-foot Aerial Ladder (Quint) and the PA-12 Custom Fire Engine Pumper the department will be able to further standardize our fleet of fire apparatus given that the department ordered four (4) Sutphen fire apparatus in October of 2023 that included a SL-75-foot Aerial Ladder (Quint) truck and a PA-12 Custom Fire Engine Pumper. The new purchase if approved will further standardize our fleet reducing training requirements for personnel who must be certified to operate fire apparatus that are similar in functionality but differentiated by vehicle wheelbase, overall length, turning radius and stopping characteristics. Additionally, like the previous purchase the new quint and fire engine will have identical operating systems as in our previous Sutphen purchases which will minimize DPW mechanics training requirements because they already have years of experience servicing Cummins diesel engines, Allison transmissions, Hale fire pumps, Whelen emergency lighting, Reyco Granning suspension, and Meritor brake systems.

Apollo Fire Apparatus is located in Northern Macomb County, ensuring that warranty and non-warranty work that cannot be performed in the city of Warren facilities using mobile mechanics can be performed at the Apollo's sales and service facility located in Romeo Michigan. Additionally, the department has a long history of greater than twenty-five (25) years of working with Apollo Fire Sales and Service and the vendor has always exceeded our expectations in providing a high level of customer service and performing warranty and non-warranty work on

fire apparatus that we have purchased from them as well as other manufacturers apparatus that we have asked them to service for the department.

Therefore, it is the recommendation of the fire department that the city enter into a contract with Sutphen Corporation and their local vender Apollo Fire Apparatus using Sourcewell Contract # 113021-SUT for the purchase of one (1) SL-75-foot Aerial Ladder (Quint) in the amount of $1,656,415.00 and one (1) PA-12 Custom Fire Engine Pumper in the amount of $1,146,366.00 and total amount of **$2,802,781.00.**

Funds are available for this purchase in Account # 101-1336-97400.

Please direct questions to my attention at Ext. 3100.

Professionally,

Wilburt McAdams
Fire Commissioner

WARREN FIRE DEPARTMENT

INTER-DEPARTMENT COMMUNICATION

OFFICE OF THE FIRE CHIEF

MEMO To: Commissioner McAdams

FROM: Chief Orrin Ferguson

DATE: 7/25/2024

SUBJECT: SL-75 Mid-Mount Aerial, PA-12 Pumper

The Fire Department desires to purchase (1) Sutphen SL-75 Mid-Mount Aerial Ladder at a cost of $1,656,415.00, and (1) Sutphen Custom PA-12 Pumper at a cost of $1,146,366.00 for a total of $2,802,781.00. The new Aerial ladder truck will give the Fire Department versatility to respond quickly to any incidents and be able to navigate the smaller streets throughout the city. The Custom Pumper will be replacing one of our front-line Pumpers which would be reproposed as a spare.

The new Aerial Ladder truck will be housed at station #4 and would replace the 100ft Platform Ladder truck which would be moved to station #6 to give the department more coverage and better capabilities. By adding a third ladder truck and new Pumper to the fleet, this will give the City of Warren a better (ISO) rating, which would help with lowering the insurance cost.

The Fire Department is requesting that we wave the (RFP) Request for proposal process and continue to use the Source Well contract, as well as the Bid specification from the current Quint and Pumper. Lead times for the Quint is (22-24) months and for the Pumper it's (39-41) months.

I have attached the proposals as well as the sole source letter from Sutphen Corporation. Please let me know if you require any additional information.

Respectfully

Orrin Ferguson
Orrin Ferguson
Fire Chief

RESOLUTION

Document No: TRI-W-1270
Product or Service: SL-75 Mid Mount Aerial & PA-12 Fire Engine Pumper
Requesting Department: Fire Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024, at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is necessary in the interests of the Fire Department and the City, to acquire (1) Sutphen SL-75 Mid-Mount Aerial Ladder (Quint) and one (1) PA-12 Fire Engine Pumper, utilizing the Sourcewell contract #113021-SUT, in the amount of $1,656,415.00 for one (1) PA-12 Custom Fire Engine Pumpers and in the amount of $1,146,366.00 for one (1) SL-75 Quint, in a total amount of $2,802,781.00 from Sutphen Corporation, 6450 Elterman Road, Dublin, OH 43016.

The Purchasing Agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in Account number: 101-1336-97400

IT IS RESOLVED, that the purchase of one (1) Sutphen SL-75 Mid-Mount Aerial Ladder (Quint) in the amount of $1,656,415.00 and one (1) PA-12 Custom Fire Engine Pumpers in the amount of $1,146,366.00 and total amount of **$2,802,781.00** from Sutphen Corporation is hereby accepted by City Council using Sourcewell Contract #113021-SUT cooperative purchase proposal.

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
☐ 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_____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

_____
Sonja Buffa
City Clerk

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

DATE: SEPTEMBER 11, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: FILE TRI-W-1289; PURCHASE OF THERMAL IMAGING CAMERAS UTILIZING THE SOURCEWELL COOPERATIVE CONTRACT #10424-MES.

The Purchasing Division concurs with the Fire Department and recommends that City Council authorize the purchase of ten (10) SEEK AttackPRO VRS Thermal Imaging Cameras from Municipal Emergency Services (MES), 2655 N. Meridian Road, Suite 6, Sanford, MI 48657, in the total amount of $52,606.50, utilizing the Sourcewell Cooperative Contract #10424-MES (see attached).

The Fire Department is seeking to purchase ten (10) SEEK AttackPRO VRS Thermal Imaging Cameras from Municipal Emergency Services (MES) in the total amount of $52,606.50, which includes an enhanced 5-year warranty, two (2) batteries per unit, one (1) truck charger per unit, and one (1) desktop charger per unit.

If approved by your honorable body, the SEEK AttackPRO VRS Thermal Imaging Cameras will be assigned to front-line apparatus, where company officers will utilize the cameras to detect heat sources within a structure during a fire emergency.

Funds for this purchase are available in Account 101-1336-98401.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		9/16/2024
Controller:		9/16/2024
MAYOR:		9/17/2024

Sourcewell

Solicitation Number: RFP #010424

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Municipal Emergency Services, Inc., 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

Quote #	QT1847114
Date	08/13/2024
Expires	08/28/2024
Sales Rep	Berent, Michael
Shipping Method	FedEx Ground
Customer	Warren Fire Dept (MI)
Customer #	C241832

Bill To
Warren Fire Dept (MI)
23295 Schoenherr Rd
Warren MI 48089
United States

Ship To
Warren Fire Dept (MI)
23295 Schoenherr
Warren MI 48089
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
FD-PAA			AttackPRO, retail, truck charger	10	$699.00	$6,990.00
FQ-PAVX			AttackPRO VRS - AttackPRO camera with video recording, 2 batteries and 1 desktop battery charger	10	$3,097.63	$30,976.30
WA-5USAttackPRO			5 Yr AttackPro Enhanced Warranty	10	$1,452.02	$14,520.20

Subtotal	$52,486.50
Shipping Cost	$120.00
Tax Total	$0.00
Total	$52,606.50

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1847114

PRO

EVERYTHING YOU LOVE ABOUT ATTACHPRO.
NOW WITH VIDEO RECORDING. SURVEY MODE.
AND A HIGHER TEMPERATURE RANGE.

KEY CAMERA SPECS

Resolution	320 x 240
Field of View	57° x 42°
Durability	IP67 waterproof, 2 meter drop
Detection	-20°C to 650°C (-4°F to 1,200°F)
Imaging	Mixed Gain with SV1
Flashlight	300 Lumen LED

Seek thermal

thermal.com



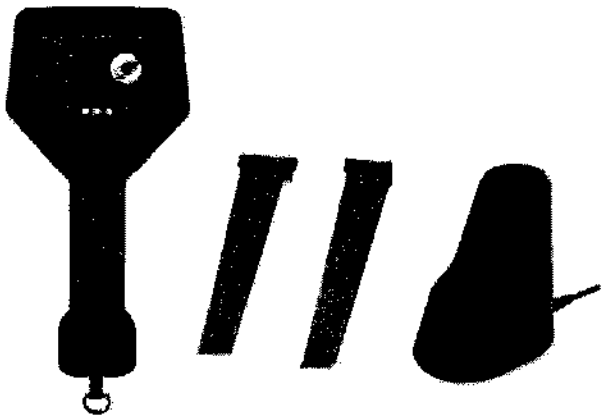
Designed with firefighters for firefighters, the AttackPRO™ VRS is the latest addition to the AttackPRO Series.

AttackPRO VRS builds on the unmatched image quality, durability, and affordability of the original AttackPRO. It now features video recording, a higher temperature range up to 650°C, and includes Survey Mode to enhance size-up and overhaul operations.

With high-resolution, mixed-gain pixel technology, AttackPRO VRS ensures clear visibility of both fire and crew in one detailed image. The kit includes the camera, 2 batteries, and a charging dock.

Designed and Manufactured in the USA with Global Components. Thermal sensor designed and manufactured by Seek in Santa Barbara, CA USA

AttackPRO Kit: **FQ-PAVX**
5yr Enhanced Warranty: **WA-5USATTACKPRO**



KEY FEATURES

Video Recording + 650°C Detection + Survey Mode
Record up 5 hours of video on AttackPRO's 32GB internal drive

Mixed Gain with SV1 Image Optimization
See the hottest and coolest regions of the scene simultaneously without freezing or switching gain modes; details enhanced with SV1

Durable, Waterproof Design
Durable and reliable design built with IP67 rating and 2 meter drop resistance

Wide, 57-Degree Field of View
Easily scan a large area to identify hazards or victims in seconds

Long-Lasting Rechargeable Battery
Greater than 6 hours of continuous thermal imaging

BENEFITS

Decision Making on Command
Direct Firefighters, water, and resources with expedited tactical precision

Robust Personal TIC
Equip the entire department with the first affordable decision making TIC

See Through Smoke. Flashlight Optional.
300 lumen LED flashlight available at the touch of a button

Search and Rescue
Find victims and self-rescue faster with a reliable personal TIC

Execute 360 Size-ups & Overhaul Faster
When seconds count, a Seek decision-making TIC saves time and lives

PRO

Seek thermal

TECHNICAL SUMMARY

SPECIFICATIONS	DESCRIPTION
Thermal Sensor	320 x 240 (76,800 pixels)
Detection Distance	12 inches to 1,000 feet
Field of View	57° HFOV, 42° VFOV
Temperature Range	-4 to 1,200°F (-20 to 650°C)
Operating Temp	-4 to 131°F (-20 to 55°C) - no time limit up to 302°F (150°C) - max 15 min up to 500F° (260°C) - max 5 min
Frame Rate	> 25 Hz Fast Frame
IP Rating	IP67 Waterproof
Flashlight	300 Lumen LED
Display	3.5" Color with Corning® Gorilla® Glass
Thermal Sensitivity	< 35 mK with SVI
User Interface	On device 2 tactile button operation
Temp. Display Scale	Fahrenheit or Celsius
Image modes	3 Options (TI-BASIC, TI-BASIC+ & Survey Mode)
Video Recording	5 Hours of video recording (32GB internal drive)
Photo Capture	No
Battery	>6 Hours Thermal Imaging (w/o flashlight); >3hrs (with thermal AND flashlight)

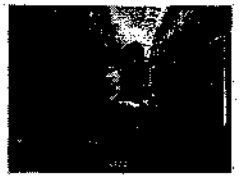
For support and user guides visit thermal.com

300 LUMEN LED LIGHT



Seek AttackPRO VRS combines powerful thermal insight and a bright LED flashlight in an intuitive, two button interface.

MODES



TI BASIC

Maintain your situational awareness with a simple and decluttered display showing greyscale and colorized regions



TI BASIC+

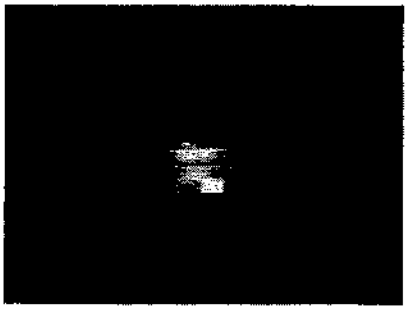
Enhance your tactics with a spot temp readout while still maintaining greyscale and colorized regions



SURVEY MODE

Investigative mode with early colorization at 55C (150F) ideal for size up, bells & smells, and overhaul

THERMAL APPLICATIONS



360 SIZE UP



FIRE ATTACK



OVERHAUL

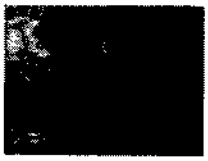












Seek more at thermal.com

6300 Hollister Ave, Santa Barbara, CA 93117

Seek Thermal engineers, designs and manufactures high-quality thermal imaging products and core platforms for consumer, commercial, and heat sensing IoT data applications. With headquarters in Santa Barbara, California, the global hub of thermal imaging innovation, the company has developed breakthrough thermal imaging camera cores that will enable a range of affordable products for use at home, work and play. For more information visit thermal.com and follow @seekthermal on Instagram and @seekthermal on Twitter.

DETAILS

Everything you love about AttackPRO, now with video recording, Survey Mode, and a higher temperature range.

AttackPRO VRS builds on the unmatched image quality, durability, and affordability of the original AttackPRO. It now features video recording, a higher temperature range up to 1,200°F (650°C,) and includes Survey Mode to enhance size-up and overhaul operations. With high-resolution, mixed-gain pixel technology, AttackPRO VRS ensures clear visibility of both fire and crew in one detailed image. The kit includes the camera, 2 batteries, and a charging dock.

KEY FEATURES:

- **Video Recording + 650°C Detection + Survey Mode**
  Record up 5 hours of video on a 32GB internal drive
- **Mixed Gain with SV1 Image Optimization**
  See the hottest and coolest regions of the scene simultaneously without freezing or switching gain modes; details enhanced with SV1.
- **Durable, Waterproof Design**
  Durable and reliable design built with IP67 rating and 2-meter drop resistance.
- **Wide, 57-Degree Field of View**
  Easily scan a large area to identify hazards or victims in seconds.
- **Long-Lasting Rechargeable Battery**
  Greater than 6 hours of continuous thermal imaging

WARRANTY:

AttackPRO™ Series cameras all come with a Standard 5 Year Warranty.

RATINGS & REVIEWS

No reviews available

Be the first to WRITE A REVIEW

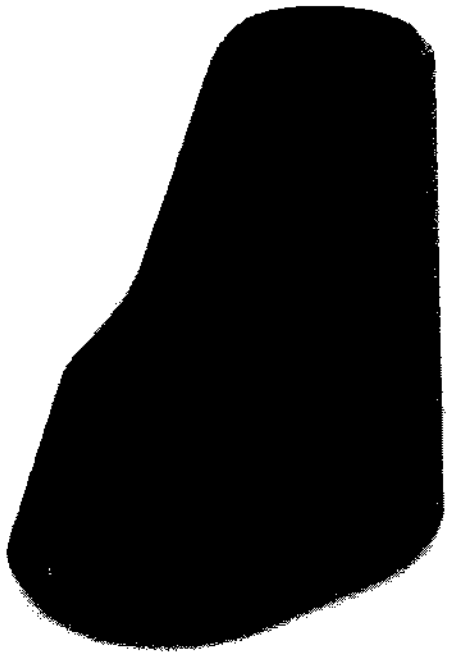
PRO

DESKTOP BATTERY CHARGER

Seek Thermal

thermal.com

SKU: FD-SAA



TECHNICAL SUMMARY

SPECIFICATIONS	DESCRIPTION
AC INPUT	100-240 VAC 50/60 HZ, 0.5 A
SUPPLY VOLTAGE	5VDC
POWER RATING	10W
ENVIRONMENTAL	INTENDED FOR INDOOR USE
CHARGE TIME	6 HOURS
INCLUDED IN THE BOX	DESKTOP CHARGER CRADLE POWER SUPPLY INCLUDING AC PLUGS FOR US, EU, UK

For support and user guides visit thermal.com

Seek more at thermal.com

6300 Hollister Ave, Santa Barbara, CA 93117

Seek Thermal engineers, designs and manufacturers high quality thermal imaging products and core platforms for consumer, commercial, and heat sensing IoT data applications. With headquarters in Santa Barbara, California, the global hub of thermal imaging innovation, the company has developed breakthrough thermal imaging camera cores that will enable a range of affordable products for use at home, work and play. For more information visit thermal.com and follow @seekthermal on Instagram and @seekthermal on Twitter.

PRO

BATTERY Li-ion , 3.63 V, 4.9 Ah, 17.79 Wh

Seek thermal

thermal.com

SKU: FA-BAA



TECHNICAL SUMMARY

SPECIFICATIONS	DESCRIPTION
BATTERY MATERIAL	LITHIUM ION
NOMINAL VOLTAGE	3.63 V
NOMINAL CAPACITY	4900 mAh
OPERATING TEMPERATURE RANGE	DURING DISCHARGE: -20°C TO 60°C DURING CHARGING: 0°C TO 45°C
WEIGHT	115g
SIZE	170 X 45 X 43 mm
COMPATIBLE WITH	FQ-PPAX FQ-PPNX FQ-PPVX

For support and user guides visit thermal.com

Seek more at thermal.com

6300 Hollister Ave, Santa Barbara, CA 93117

Seek Thermal engineers, designs and manufacturers high quality thermal imaging products and core platforms for consumer, commercial, and heat sensing IoT data applications. With headquarters in Santa Barbara, California, the global hub of thermal imaging innovation, the company has developed breakthrough thermal imaging camera cores that will enable a range of affordable products for use at home, work and play. For more information, visit thermal.com and follow #seekthermal on Instagram and @seekthermal on Twitter

PRO

WARRANTY INFORMATION

Seek thermal

thermal.com

AttackPRO comes with a Standard, 5 year Warranty.

To activate your warranty, register your camera serial number(s) with proof of purchase at thermal.com within 60 days of purchase. See table below to learn what is covered under your Standard Warranty.



Enhanced Protection Available*

Purchase a 5 Year Enhanced Warranty Plan.

Seek Thermal will replace or repair your camera for any failures caused due to normal and intended Fire Service usage. Enhanced Warranty plans must be purchased within 60 days of purchasing the camera(s).

	Standard 5Year	Enhanced 5 Year WA-5USATTACKPRO
Camera failures due to defects or workmanship	✓	✓
Component failures due to defects or workmanship	✓	✓
Camera failures due to normal and intended Fire Service usage conditions		✓
Component failures due to normal and intended Fire Service usage conditions		✓
Expedited repair and replacement		✓

*Only available in the US as this time

✓ Seek Thermal will replace or repair your camera

Normal and intended fire service usage refers to any operations conducted on the fire ground or in the service of common and accepted firefighting and rescue practices

Learn more at thermal.com

6300 HOLLISTER AVE, SANTA BARBARA, CA 93117 USA

Seek Thermal engineers and manufactures affordable, high-resolution thermal imaging cameras and OEM thermal cores. Founded by industry pioneers who spent 40 years advancing the state of military and professional-grade thermal technologies, Seek Thermal has developed a breakthrough line of products at competitive price points making this technology more accessible to manufacturers and end users. The company's products serve the firefighting, law enforcement and commercial markets, among others, under its own brand and OEM offerings.

0

(/)

Search

HOME (/) > SEEK ATTACKPRO+ NFPA CERTIFIED THERMAL IMAGING CAMERA



$3,999.00

Seek AttackPRO+ NFPA Certified Thermal Imaging Camera

(0) QUESTION & ANSWER

Quantity - 1 +

SKU: FQ-PANX // OUT OF STOCK

In stock in approximately 4 weeks.

GET 10% OFF

ADD TO CART

Add to Shopping List

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(/)

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HOME (/) > SEEK ATTACKPRO™ REPLACEMENT BATTERY



$299.00

Seek AttackPRO™ Replacement Battery

(0) QUESTION & ANSWER

Quantity - 1 +

SKU: FA-BAA // OUT OF STOCK

In stock in approximately 4 weeks.

GET 10% OFF

ADD TO CART

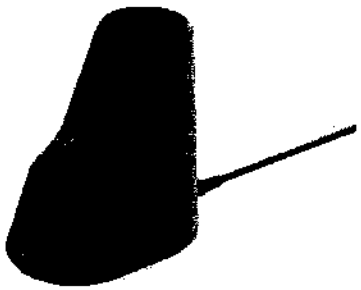
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HOME (/) > SEEK ATTACKPRO™ DESK CHARGER



$249.00

Seek AttackPRO™ Desk Charger

(0) QUESTION & ANSWER

Quantity - 1 +

SKU: FD-SAA // OUT OF STOCK

In stock in approximately 4 weeks.

GET 10% OFF

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Casco INDUSTRIES, INC.
FIRE EQUIPMENT SALES & SERVICE

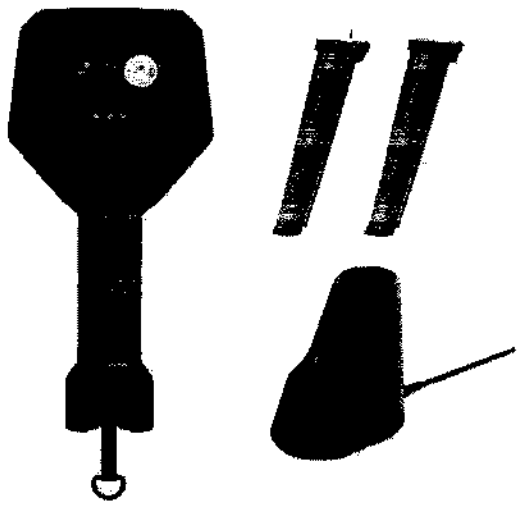
Providing Protection For Those Who Protect Us - Since 1950

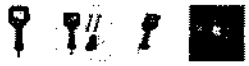
Log In

(800) 551-8787

BRANDS > PPE > FOOTWEAR > HELMETS > GLOVES > HOODS > NOZZLES > LIGHTS > TOOLS > SHOP ALL >

Home / SEEK AttackPRO VRS





SEEK AttackPRO VRS

SKU: FQ-PAVX

$3,999.00

Quantity

1

Add to Cart

Designed with firefighters for firefighters, the AttackPRO™ VRS is the latest addition to the AttackPRO Series.

AttackPRO VRS builds on the unmatched image quality, durability, and affordability of the original AttackPRO. It now features video recording, a higher temperature range up to 650°C, and includes Survey Mode to enhance size-up and overhaul operations.

With high-resolution, mixed-gain pixel technology, AttackPRO VRS ensures clear visibility of both fire and crew in one detailed image. The kit includes the camera, 2 batteries, and a charging dock.

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Services

CUSTOMER SERVICE

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Branch Locations
Shop Products
Monthly Promotions

Sourcewell

HGACBuy

WARREN
Lori M. Stone - Mayor

September 11, 2024

Craig Treppa
Purchasing Agent

WARREN FIRE DEPARTMENT
23295 Schoenherr
Warren, MI 48089
(586) 756-2800
www.cityofwarren.org

Subject: SEEK AttackPro Plus VRS Thermal Imaging Cameras

Craig

The Fire Department desires to purchase ten (10) SEEK Attack Pro Plus VRS Thermal Imaging Cameras in the total amount of $52,606.50 which also includes an enhanced 5-year warranty as well as two batteries per unit and apparatus mounted and desk battery chargers. The thermal imaging cameras will be assigned to front-line apparatus where company officers will use them to detect heat sources within a structure during a fire emergency. The thermal imaging cameras because of their high pixel resolution have the ability to visually differentiate shapes that the camera is pointed at along with ability to differentiate individual heat sources within close proximity to each other which will help identify potential human and animal victims from other heat sources. Additionally, the cameras have the ability to record what the cameras are viewing on the monitor which will aid in documenting the incident and provide valuable information for future training scenarios.

The department will be purchasing the thermal imaging cameras from the Municipal Emergency Services (MES) using SOURCEWELL contract # 010424-MES. However, the department reviewed pricing from two other SEEK distributors and confirmed that MES pricing using SOURCEWELL cooperative is $902.00 per unit lower than the distributor pricing saving the city over $9,000.00.

Therefore, it is the recommendation of the fire department that we purchase ten (10) SEEK AttackPro Plus Thermal imaging cameras from Municipal Emergency Services in the total amount of $52,606.50 which also includes an enhanced 5-year warranty, two (2) batteries per unit and one (1) truck and one (1) desktop charger per unit.

Funds are available for this purchase in line item 101-1336-98401.

Please direct questions to my attention at Ext. 3100.

Professionally,

WMcAdams

Wilburt McAdams
Fire Commissioner

WARREN FIRE DEPARTMENT

INTER-DEPARTMENT COMMUNICATION

OFFICE OF THE DEPUTY FIRE CHIEF

MEMO TO: Commissioner McAdams

FROM: Deputy Fire Chief Halleck

DATE: 5/7/2024

SUBJECT: SEEK Attack Pro Plus VRS/TIC Purchase

Sir,

I would like to request your approval for the purchase of ten (10) thermal imaging cameras manufactured by SEEK, specifically the SEEK Attack Pro Plus VRS camera. Each camera will include two (2) extra batteries and one (1) desk top battery charger. Each camera will also be equipped with a mountable apparatus charger and a 5-year enhanced warranty. The cost is $52,606.50.

The SEEK Attack Pro Plus VRS offers one of the highest resolution and widest field of view capabilities on the market today. The advanced pixel technology eliminates all visual confusion and delays in switching between high gain and low gain modes. This camera allows the user to clearly see the fire and the crew, all in one detailed image. They are also capable of video recording for training and for post incident analysis. These cameras are NFPA certified, waterproof, and offer vivid color images that detect larger spectrums of heat. It is crucial for our department to upgrade in this field of technology, these cameras will be dedicated to new apparatus, utilized by front line officers, and will serve as a benchmark for future thermal imaging cameras purchased in the future.

The purchase would take place through our representative at Municipal Emergency Services, they are a SOURCEWELL contracted provider, contract #010424-MES. I have included a specifications sheet, warranty information sheet, and the official quote here-in.

Respectfully,

Deputy Fire Chief, Scott Halleck

Scott D. Halleck

RESOLUTION

Document No: TRI-W-1289

Product or Service: SEEK AttackPRO VRS Thermal Imaging Cameras

Requesting Department: FIRE DEPARTMENT

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is necessary in the interests of the Fire Department and the City, to acquire ten (10) SEEK AttackPRO Plus thermal imaging cameras using SOURCEWELL Cooperative Purchasing Contract Number 10424-MES from Municipal Emergency Services (MES) located at 2655 N. Meridian Rd, Suite #6, Sanford, MI 48657, in the unit cost of $3,097.63, truck charger at the cost of $699.00 per unit, 5-year extended warranty at

the cost of $1,452.02 per unit, as well as the shipping cost of $120.00, in the total amount of $52,606.50 pursuant to the cooperative purchasing.

Municipal Emergency Services (MES) has been selected for the cooperative purchase. The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds have been budgeted and are available in the 2025 adopted city budget, line item 101-1336-98401.

IT IS RESOLVED, that the cooperative purchase though MUNICIPAL EMERGECY SERVICES is hereby accepted by City Council in the total amount of $52,606.50 and payment is authorized by City Council to be paid immediately to Municipal Emergency Services upon receipt of the cameras.

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
☐ 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_____, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

_____
Sonja Buffa
City Clerk

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

DATE: SEPTEMBER 12, 2024

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: RECOMMENDATION TO PURCHASE TABLETS, ACCESSORIES, AND UP-FITTING SERVICES FOR THE MOTOR UNIT (MOTORCYLES) OF THE POLICE DEPARTMENT - TRI-W-1330

The Purchasing Division concurs with the Police Department and recommends that City Council award the vendors listed in the table below for furnishing Tablets, Accessories, and Up-fitting Services for the Police Department's Motor Unit, utilizing State of Michigan Contracts or City of Warren Awards, at the prices shown below, in a total amount of $68,122.16.

VENDOR	AGREEMENT	PRODUCT	UNIT COST	EXTENDED COST
Dell Marketing, LP One Dell Way, MS RR1-33 Round Rock, TX 78682	MiDeal 071B6600111	Dell 7230 Tablets	$6,253.90	$50,031.20
Canfield Equipment 21533 Mound Road Warren, MI 48091	TRI-W-0544	Up-fitting Equipment & Accessories to Motorcycles	$ 783.20	$ 6,265.60
CDWG One CDW Way 230 N. Milwaukee Ave. Vernon Hills, IL 60061	MiDeal 071B6600110	Accessories	$1,478.16	$11,825.36
			GRAND TOTAL:	**$68,122.16**

The Police Department is seeking to purchase eight (8) tablets and printers for its Motor Unit (Motorcycle) officers. Currently, the officers have to produce hand-written citations and then have them transferred line-by-line into the CLEMIS system. The installation of tablets and printers will allow the citations to be entered and printed using the tablets and printers. The data will then be automatically transferred into the CLEMIS system, which will result in a much more efficient operation for the officers and the department.

The Police Department will be utilizing two State of Michigan Contracts (attached) for the tablets and accessories. The department will also be using its existing agreement with Canfield Equipment to up-fit the equipment and accessories on the motorcycles.

Funds for this for these purchases are available in the following Accounts:

Tablets:	$50,031.20	101-1301-98402.
Up-fitting:	$ 6,265.60	101-1301-98402
Accessories:	$11,825.36	101-1301-97400
Total:	$68,122.16	

Respectfully submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		9/16/2024
Controller:		9/16/2024
MAYOR:		9/17/2024

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7

to

Contract Number **071B6600111**

CONTRACTOR	
	DELL MARKETING L P
	One Dell Way , MS RR1-33
	Round Rock, Texas 78682
	Todd Johnson
	615-967-9967
	todd_r_johnson@dell.com
	CV0062681

STATE		
	Mary Ladd	MULTI
	517-241-7561	
	LaddM@michigan.gov	
	Sean Regan	DTMB
	(517) 243-8459	
	regans@michigan.gov	

CONTRACT SUMMARY			
PRE-QUAL PROGRAM MICHIGAN MASTER COMPUTING PROGRAM			
July 15, 2016	July 31, 2026	10 - 1 Year	July 31, 2026
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No

DESCRIPTION OF CHANGE NOTICE				
☐		☐		July 31, 2026
$400,000,000.00	$204,450,229.81	$604,450,229.81		

DESCRIPTION

Effective June 1, 2023, this Contract is hereby increased by $204,450,229.81. These funds are broken out into the following categories:
- EA Enrollment: $178,951,048.75
- SCE Enrollment: $12,479,403.06
- Unified Support: $8,045,578.00
- Extension of Power Apps: $4,974,200.00

These funds were previously approved by the State Administrative Board on 6/21/2016.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, and DTMB Central Procurement Services.

CITY OF WARREN
Office of the Council Secretary

Item 4k

INTER-OFFICE COMMUNICATION

DATE: April 23, 2024

TO: Charles Rushton, Acting Police Commissioner

SUBJECT: Request of the Police Department to increase the award for the Police Department Vehicle Up-Fitting, from $220,000.00 annually to $465,000.00 annually through December 5, 2024, utilizing the City of Dearborn Cooperative Proposal, to Canfield Equipment. CONSIDERATION AND ADOPTION OF A RESOLUTION.

At a Regular meeting of the City Council held Tuesday, April 23, 2024, Council made the formal motion to approve the above listed item.

Trusting this information to be of value.

Mindy Moore

Mindy Moore
Council Secretary

cc: Attorney
Clerk
Mayor

4k

RESOLUTION

Document No: TRI-W-0544
Product or Service: Up-fitting City Vehicles – Increase of Award
Requesting Department: Police

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on April 23, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: Boike, Dwyer, Lafferty, Magee, Moore, Newnan, Rogensues

ABSENT: Councilmembers: None

The following preamble and resolution were offered by Councilmember Moore and supported by Councilmember Lafferty.

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 Commissioner has determined that is it necessary to have a vendor furnish and install equipment to up-fit City vehicles, pursuant to cooperative purchasing.

A cooperative Request for Proposals (RFP-141058) to Up-fit vehicles was administered by the City of Dearborn, MI in 2021 and the City of Dearborn approved an award to Canfield Equipment, 21533 Mound Road, Warren, MI 48091 to up-fit City vehicles for a three-year period, commencing on December 6, 2021, with the option to renew for two additional one-year periods, at a cost of $220,000.00 per year.

City Council approved an award for $220,000.00 annually on January 11, 2022.

Due to the increased number of Police officers being hired, the Police Commissioner has determined that, in the best interest of the Police Department and the City, an increase of the award to Canfield Equipment be made in the amount of $245,000.00 (from $220,000.00 to $465,000.00) for the current term (December 6, 2023 through December 5, 2024) and then with any subsequent terms, go back to the originally award amount of $220,000.00.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in the following Accounts: 261-9621-82214, 261-9261-82215 and 101-1301-98402.

IT IS RESOLVED, that the cooperative purchase though Canfield Equipment is hereby accepted by City Council increasing the Police department's authorized spending to $465,000.00 for the current award year ending on December 5, 2024.

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: Moore, Lafferty, Boike, Dwyer, Magee, Newnan, Rogensues

NAYS: Councilmembers: None

RESOLUTION DECLARED ADOPTED this 23rd day of April, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on April 23, 2024.

Sonja Buffa
City Clerk

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **071B6600110**

CONTRACTOR	
	CDW GOVERNMENT INC
	One CDW Way, 230 N. Milwaukee Ave.
	Vernon Hills, IL 60061
	Kathleen Wedig
	513-596-8972
	kathleen.wedig@cdwg.com
	CV0017662

STATE		
	Mary Ladd	MULTI
	517-241-7561	
	LaddM@michigan.gov	
	Sean Regan	DTMB
	517-243-8459	
	regans@michigan.gov	

CONTRACT SUMMARY

PRE-QUAL PROGRAM MICHIGAN MASTER COMPUTING PROGRAM

July 15, 2016	July 31, 2026	10 - 1 Year	July 31, 2026

☐ P-Card	☐ PRC	☐ Other	☒ Yes	☐ No

DESCRIPTION OF CHANGE NOTICE

☐		☐		N/A

$120,000,000.00	$0.00	$120,000,000.00

DESCRIPTION

Effective 7/25/2022, the Federal Provisions Addendum and Byrd Anti-Lobbying Certification are hereby incorporated into the Contract.

Please note the Contractor's Contract Administrator has been changed to Kathleen Wedig and the State's Contract Administrator has been changed to Sean Regan.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB procurement.

DELL Technologies

A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.:	3000181158569
Total (USD):	$50,031.20
eQuote Name:	Warren PD - Tablets for PSS
eQuote Creator:	pcrabtree@warrenpd.org
Quoted On:	Sep. 11, 2024
Expires By:	Oct. 11, 2024

Company Name:	CITY OF WARREN
Customer Number:	1517276
Phone:	5865744804
Premier Page Name:	Oakland County- CLEMIS

Contract Name:	State of Michigan - 071B6600111
Contract Code:	C000000009650
Customer Agreement Number:	071B6600111

Billing Address:
CITY OF WARREN
PAYABLE ACCTS
1 CITY SQ
STE 425
WARREN , MI 48093-5289

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
1. **CLEMIS Dell 7230 Tablet Nov62023**	8	$6,513.00	$4,459.73	$35,677.84
Premier discount		- $2,053.27		
2. **Dell Mobile Battery Charger for Latitude 7230 Rugged Extreme Tablet**	8	$224.99	$193.49	$1,547.92
Premier discount		- $31.50		
3. **Dell Rotating Hand Strap for Latitude 7230 Rugged Extreme Tablet**	8	$81.24	$60.12	$480.96
Premier discount		- $21.12		
4. **Dell Flexible Handle for Latitude 7230 & 7220 Rugged Extreme Tablets**	8	$37.49	$27.74	$221.92
Premier discount		- $9.75		
5. **Dell Rugged Active Pen - PN720R**	8	$62.49	$46.24	$369.92
Premier discount		- $16.25		
6. **Dell Rugged Active Pen for Latitude 7230 Rugged Extreme Tablet Replacement Tips**	8	$37.49	$27.74	$221.92
Premier discount		- $9.75		
7. **Havis Rugged Keyboard With Integrated Touchpad**	8	$578.00	$497.08	$3,976.64
Premier discount		- $80.92		
8. **Havis Docking Station**	8	$923.00	$793.78	$6,350.24
Premier discount		- $129.22		
9. **Dell 2-cell 35 Wh Lithium Ion Replacement Battery for Select Laptops**	16	$99.99	$73.99	$1,183.84
Premier discount		- $26.00		

Subtotal:	**$50,031.20**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total (USD):	**$50,031.20**

Shipping Address:
WARREN POLICE DEPT.
CRABTREE PAULA
29900 S Civic Center Blvd
WARREN POLICE DEPT
Warren , MI 48093

Shipping Method:
FREE Standard Delivery

Product Details

	Qty	Unit Price	Subtotal

CANFIELD
EQUIPMENT
SERVICE, INC.

21533 Mound Road, Warren, MI 48091
Phone: 586.757.2020 Fax: 586.757.2294

QUOTATION 1

QUOTE NO.	168339
DATE	08/ 9/24
EXPIRES	09/08/24

SUBMITTED TO 23200
CITY OF WARREN
PURCHASE DEPT
1 CITY SQUARE STE 425
WARREN MI 48093
PHONE: 586-574-4639

SHIP TO:
CITY OF WARREN
PURCHASE DEPT
1 CITY SQUARE STE 425
WARREN MI 48093
CONTACT:

TERMS F.O.B	SALES REP	WRITTEN BY	POOL NO.	TAG
N30	K ENGBLOM	KE		
YOUR INQUIRY	**MAKE**	**MODEL**	**YEAR**	**EST SHIP DATE**

We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Installation of the following equipment into the 8 Traffic Vehicles

1 Customer Supplied DS-DELL-901-4 Docking Station
1 Customer Supplied Keyboard and Keyboard Mount
1 Canfield Supplied Motion Device Havis C-MD-317
$783.20 per vehicle
$6,265.60 total for 8 vehicles

This quotation may be withdrawn by us if order is not placed within 30 days. Please refer to the above quotation number when placing order.

Customer PO_____ Dealer Code_____
Authorized Signature_____

EST	SUB TOTAL	6,265.60
EST	SALES TAX	0.00
	EST TOTAL	6,265.60

Review and Complete Purchase

PAULA CRABTREE,

Thank you for considering CDW•G for your technology needs. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CFF3FF	7/30/2024	WPD - PRINTERS FOR PSS TABLETS	0859661	$11,825.36

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Brother Active Docking Mounting Station with Power & USB Connectivity Mfg. Part#: PA-CR-002A Contract: Michigan Master Computing-MiDEAL (071B6600110)	8	5901502	$170.56	$1,364.48
Brother Assure Premier Service - 3 years - additional Mfg. Part#: 207803-001 Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	8	4769302	$144.02	$1,152.16
Brother 3000mAh Rechargeable Lithium-ion Battery Mfg. Part#: PA-BT-006 UNSPSC: 26111711 Contract: Michigan Master Computing-MiDEAL (071B6600110)	16	5122230	$146.87	$2,349.92
Brother - power adapter Mfg. Part#: LB3834 UNSPSC: 39121006 Contract: Michigan Master Computing-MiDEAL (071B6600110)	8	2236121	$56.84	$454.72
Brother RuggedJet RJ-4230BL - receipt printer - B W - direct thermal Mfg. Part#: RJ4230BL UNSPSC: 43212108 Contract: Michigan Master Computing-MiDEAL (071B6600110)	8	5105680	$656.69	$5,253.52
Brother LB3692 Car Adapter Mfg. Part#: LB3692 UNSPSC: 39121006 Contract: Michigan Master Computing-MiDEAL (071B6600110)	8	1912881	$26.52	$212.16
Brother Single Battery Charging Station Mfg. Part#: PA-BC-003 UNSPSC: 26111704 Contract: Michigan Master Computing-MiDEAL (071B6600110)	8	5122222	$111.81	$894.48

QUOTE DETAILS (CONT.)				
Brother USB cable - 6 ft Mfg. Part#: LB3602 UNSPSC: 26121604 Contract: Michigan Master Computing-MIDEAL (071B6600110)	8	2033038	$17.99	$143.92

SUBTOTAL	$11,825.36
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$11,825.36**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF WARREN PURCHASING DIVISION ONE CITY SQUARE STE 425 WARREN, MI 48093 **Phone:** (586) 574-4639 **Payment Terms:**	**Shipping Address:** WARREN POLICE DEPARTMENT ATTN:PAULA CRABTREE COMPUTER SERVICES 29900 S. CIVIC CENTER BLVD. WARREN, MI 48093 **Phone:** (586) 574-4639 **Shipping Method:** FEDEX Ground
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Dave Engmark | 800.808.4239 | davieng@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

WARREN POLICE DEPARTMENT
29900 CIVIC CENTER BLVD.
WARREN, MI 48093
(586) 574-4700
FAX (586) 574-4862
www.cityofwarren.org

August 30, 2024

Mr. Craig Treppa, Purchasing Agent, City of Warren

RE: Request for Motor Unit Tablets Utilizing State of Michigan Contracts #071B6600111 & 071B6600110

Dear Mr. Treppa:

The Warren police department is requesting eight CLEMIS compatable tablets and printers for the Motor Unit (Motorcycle) officers. Currently, when riding their motorcycles the Motor Unit officers must complete handwritten citations, which are then transferred line-by-line into our CLEMIS system. The tablets and printers would increase the efficiency of this system.

The department currently has funds to purchase the below listed items required for this project, by utilizing **$68,122.16** from GL accounts **#101-1301-98402** and **#101-1301-97400**. Listed below is a breakdown of the requested items to be purchased:

Quantity	Description	Total Cost
From GL Account # :101-1301-98402		
TO:	Dell Marketing LP One Dell Way, MS RR1-33 Round Rock, Texas 48682	
8	Dell "CLEMIS Compatable" 7230 Tablets Michigan State Contract **#071B6600111** (Includes batteries, chargers, keyboards, etc.)	**$50,031.20**
TO:	Canfield Equipment 24533 Mound Warren, MI 48091	
8	Canfield Upfitting City Contract **#TRI-W-0544** (Includes motion devices and installation/labor)	**$ 6,265.60**
From GL Account # :101-1301-97400		
TO:	CDW Government Inc. One CDW Way, 230 N. Milwaukee Ave. Vernon Hills, IL 60061	
8	CDWG Accessories Michigan State Contract **#071B6600110** (Includes mounting stations, printers, adapters, etc.)	**$ 11,825.36**
	TOTAL:	$68,122.16

Thank you in advance for your assistance. If you have any questions, please contact me at 574-4768.

Sincerely,

Zachery Lemond, Staff Sergeant
Adminstartive Srevices Bureau

Charles Rushton, Commissioner

RESOLUTION

Document No: TRI-W-1330
Product or Service: Purchase & Install Tablets and Accessories
Requesting Department: Police

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods, or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the Police Commissioner has determined that is it necessary purchase eight (8) Dell Marketing 7230 Tablets, Tablet Accessories, and Up-fitting Services from the vendors listed in the table below, in the amounts listed below, for a total amount of $68,122.16, pursuant to cooperative purchasing.

VENDOR	AGREEMENT	PRODUCT	UNIT COST	EXTENDED COST
Dell Marketing, LP One Dell Way, MS RR1-33 Round Rock, TX 78682	MiDeal 071B6600111	Dell 7230 Tablets	$6,253.90	$50,031.20
Canfield Equipment 21533 Mound Road Warren, MI 48091	TRI-W-0544	Up-fitting Equipment & Accessories to Motorcycles	$ 783.20	$ 6,265.60
CDWG One CDW Way 230 N. Milwaukee Ave. Vernon Hills, IL 60061	MiDeal 071B6600110	Accessories	$1,478.16	$11,825.36
			GRAND TOTAL:	**$68,122.16**

The tablets and accessories will be purchased utilizing the State of Michigan MiDeal Contracts listed above. The Up-fitting will be performed by Canfield Equipment utilizing the City's current agreement with Canfield for up-fitting police vehicles.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in the following Accounts:

Tablets:	$50,031.20	101-1301-98402.
Up-fitting:	$ 6,265.60	101-1301-98402
Accessories:	$11,825.36	101-1301-97400
Total:	$68,122.16	

IT IS RESOLVED, that the cooperative purchases in the amount of $68,122.06 is hereby accepted by City Council.

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

☐ Cooperative 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_____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

DATE: SEPTEMBER 10, 2024

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: AWARD OF BID ITB-W-1320 – REPAIR CLAMPS AND SLEEVES

The Purchasing Department concurs with the Water Division and recommends that Bid ITB-W-1320 for Repair Clamps and Sleeves, for a one (1) year period, with an option to extend for one (1) additional year, be awarded to the low responsible and cost effective bidder, Etna Supply Company, 4901 Clay Avenue SW, Grand Rapids, MI 49548, in an annual amount not to exceed $52,216.05.

On September 4, 2024 at 1:00 PM local time electronic bid ITB-W-1320 for Repair Clamps and Sleeves was publicly opened. Bids were solicited through the BidNet® (MITN) system. Two (2) vendors responded with bids. The bids are summarized on the attached bid tabulation sheets submitted for your review.

The City requested detailed pricing for the thirty-eight (38) of the most commonly used items. The City also requested the bidder to supply a percentage markup/discount off of the Current Published Ford Meter Box Price List on all items not included in the list of the thirty-eight (38) top items. This markup//discount was applied to a value of $5,000.00, which the Water Division estimates will be the List Price total of all items needed that are not included on the detail pricing page. ETNA Supply Company offered non-listed items from the Ford Meter Box Price List at a 45% discount.

If approved by your honorable body, this award will commence on the official date of City Council approval, or November 25, 2024, whichever occurs later, for a term of one (1) year, with the option to extend for one (1) additional year, at the same terms and conditions.

These stainless steel repair clamps will be used as stock items by the Water Division to maintain and repair water main breaks.

Funds for this purchase are available in Water Division Inventory Account: 592-0000-11100.

Respectfully Submitted,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		9/16/2024
Controller		9/16/2024
MAYOR:		9/17/2024

CORRECTED BID SUMMARY

City of Warren
1 City Square
Warren MI 48093

BID: ITB-W-1320
Bid Opening Date: 9/4/2024
Department: WATER

PRODUCT OR SERVICE: REPAIR CLAMPS & SLEEVES

BIDDER	ITEM A TOTAL	ITEM B MARKUP/DISCOUNT	ESTIMATED AMOUNT BASED ON $5,000.00 (applying markup/ discount %)	GRAND TOTAL
ETNA SUPPLY COMPANY	$ 50,516.05	66% DISCOUNT	$ 1,700.00	$ 52,216.05
FERGUSON WATERWORKS	$ 51,032.00	45% DISCOUNT	$ 2,750.00	$ 53,782.00

ETNA SUPPLY CO.
AS-READ BID DETAIL

ITEM	EST. QTY/YR	SIZE	PRICE	EXTENSION
1	4	3 x 12	$ 77.90	$ 311.60
2	4	3 x 12 x 3/4	$ 99.00	$ 396.00
3	4	4 x 12 x 3/4	$ 108.70	$ 434.80
4	25	6 x 8	$ 69.00	$ 1,725.00
5	25	6 x 10	$ 90.80	$ 2,270.00
6	20	6 x 15	$ 118.30	$ 2,366.00
7	10	6 x 20	$ 170.50	$ 1,705.00
8	5	6 x 8 x 3/4	$ 88.70	$ 443.50
9	5	6 x 8 x 1	$ 88.70	$ 443.50
10	5	6 x 10 x 3/4	$ 110.35	$ 551.75
11	1	6 x 10 x 1	$ 110.35	$ 110.35
12	6	6 x 15 x 3/4	$ 137.60	$ 825.60
13	60	8 x 8	$ 78.45	$ 4,707.00
14	50	8 x 10	$ 99.00	$ 4,950.00
15	40	8 x 12	$ 108.10	$ 4,324.00
16	25	8 x 15	$ 134.80	$ 3,370.00
17	20	8 x 20	$ 187.50	$ 3,750.00
18	3	8 x 30	$ 322.30	$ 966.90
19	10	8 x 8 x 3/4	$ 97.45	$ 974.50
20	10	8 x 8 x 1	$ 97.45	$ 974.50
21	5	8 x 10 x 3/4	$ 120.00	$ 600.00
22	5	8 x 10 x 1	$ 120.00	$ 600.00
23	1	8 x 8 1-1/2	$ 112.85	$ 112.85
24	10	8 x 12 x 3/4	$ 127.35	$ 1,273.50
25	1	8 x 12 x 2	$ 145.25	$ 145.25
26	5	8 x 15 x 3/4	$ 152.90	$ 764.50
27	2	8 x 15 x 1	$ 152.90	$ 305.80
28	1	8 x 15 x 1-1/2	$ 169.40	$ 169.40
29	3	8 x 20 x 1	$ 207.55	$ 622.65
30	3	8 x 30 x 1	$ 338.85	$ 1,016.55
31	3	8 x 24 x 3/4	$ 243.50	$ 730.50
32	2	8 x 36	$ 453.50	$ 907.00
33	10	12 x 8	$ 107.50	$ 1,075.00
34	10	12 x 10	$ 134.55	$ 1,345.50
35	10	12 x 12	$ 159.70	$ 1,597.00
36	15	12 x 15	$ 184.00	$ 2,760.00
37	1	12 x 24 x 2	$ 371.55	$ 371.55
38	1	16 x 24	$ 519.00	$ 519.00
			SUBTOTAL:	$ 50,516.05
DISCOUNTS OFF PARTS NOT LISTED ABOVE (BASED ON $5,000.00):			66% DISCOUNT	$ 1,700.00
			GRANDTOTAL:	$ 52,216.05

Etna Supply Company bid the following Brand/Mfg.: Ford Meter Box/FS1

FERGUSON WATERWORKS
CORRECTED BID DETAIL

ITEM	EST. QTY/YR	SIZE	PRICE	EXTENSION
1	4	3 x 12	$ 79.00	$ 316.00
2	4	3 x 12 x 3/4	$ 100.00	$ 400.00
3	4	4 x 12 x 3/4	$ 110.00	$ 440.00
4	25	6 x 8	$ 70.00	$ 1,750.00
5	25	6 x 10	$ 92.00	$ 2,300.00
6	20	6 x 15	$ 120.00	$ 2,400.00
7	10	6 x 20	$ 172.00	$ 1,720.00
8	5	6 x 8 x 3/4	$ 90.00	$ 450.00
9	5	6 x 8 x 1	$ 90.00	$ 450.00
10	5	6 x 10 x 3/4	$ 110.00	$ 550.00
11	1	6 x 10 x 1	$ 111.00	$ 111.00
12	6	6 x 15 x 3/4	$ 139.00	$ 834.00
13	60	8 x 8	$ 79.00	$ 4,740.00
14	50	8 x 10	$ 100.00	$ 5,000.00
15	40	8 x 12	$ 109.00	$ 4,360.00
16	25	8 x 15	$ 136.00	$ 3,400.00
17	20	8 x 20	$ 190.00	$ 3,800.00
18	3	8 x 30	$ 325.00	$ 975.00
19	10	8 x 8 x 3/4	$ 98.00	$ 980.00
20	10	8 x 8 x 1	$ 98.00	$ 980.00
21	5	8 x 10 x 3/4	$ 121.00	$ 605.00
22	5	8 x 10 x 1	$ 121.00	$ 605.00
23	1	8 x 8 1-1/2	$ 114.00	$ 114.00
24	10	8 x 12 x 3/4	$ 129.00	$ 1,290.00
25	1	8 x 12 x 2	$ 147.00	$ 147.00
26	5	8 x 15 x 3/4	$ 155.00	$ 775.00
27	2	8 x 15 x 1	$ 155.00	$ 310.00
28	1	8 x 15 x 1-1/2	$ 171.00	$ 171.00
29	3	8 x 20 x 1	$ 210.00	$ 630.00
30	3	8 x 30 x 1	$ 342.00	$ 1,026.00
31	3	8 x 24 x 3/4	$ 246.00	$ 738.00
32	2	8 x 36	$ 458.00	$ 916.00
33	10	12 x 8	$ 109.00	$ 1,090.00
34	10	12 x 10	$ 136.00	$ 1,360.00
35	10	12 x 12	$ 161.00	$ 1,610.00
36	15	12 x 15	$ 186.00	$ 2,790.00
37	1	12 x 24 x 2	$ 375.00	$ 375.00
38	1	16 x 24	$ 524.00	$ 524.00
			SUBTOTAL:	$ 51,032.00

DISCOUNTS OFF PARTS NOT LISTED ABOVE (BASED ON $5,000.00):	45% DISCOUNT	$ 2,750.00
	GRANDTOTAL:	$ 53,782.00

Ferguson Waterworks bid the following Brand/Mfg.: Ford Meter Box

Ferguson Waterworks bid an incorrect extended total for Item #10 in the amount of $555.00. The corrected total is shown above.

Ferguson Waterworks bid an incorrect extended total for Item #29 in the amount of $1,026.00. The corrected total is shown above.

WARREN

LORI M. STONE, MAYOR

Water Division
12821 Stephens Road
Warren, MI 48089
(586) 759-9200

David Koss
Superintendent

September 9, 2024

Craig Treppa, Purchasing Agent
Purchasing Division of the City of Warren

Re: ITB-W-1320 – Repair Clamps and Sleeves

Dear Mr. Treppa:

The Water Division is recommending the award of contract to ETNA Supply Company to purchase repair clamps and sleeves at an estimated cost not to exceed $52,216.05 for a one-year period with the option to extend for one additional year. The Bid Summary attached represents a list of repair clamp and sleeve type, sizes and appurtenances that the Department may need on an annual basis.

This bid as presented are stock items for maintaining and repairing the City's water system when a water main break occurs. There are many factors that cause water main breaks so it is imperative we have these materials in stock.

Funds are available in the Water and Sewer System account #592-0000-11100.

I will be available to City Council for any questions they may have in regards to this proposal. I may be reached at my office at 586.759.9234 or my cell at 586.601.5450.

Sincerely,

Derek Richter

Derek Richter, Deputy Superintendent
City of Warren Water Division

RESOLUTION

Document No: ITB-W-1320
Product or Service: Repair Clamps and Sleeves
Requesting Department: Water Division

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

_____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember_____.

Electronic bids were accepted, publicly opened and read on September 4, 2024.

The following bids have been received by City Council:

BIDDER:	AMOUNT:

Please see attached bid tabulation

The bid of ETNA Supply Company, 4901 Clay Avenue SW, Grand Rapids, MI 49548 has been determined to be the low responsible and cost-effective bid for award for furnishing repair clamps and sleeves, for a one (1) year period, with an option to extend for one (1) additional year, in an annual amount not to exceed $52,216.05.

Funds are available in account number: 592-0000-11100

IT IS RESOLVED, that the bid of ETNA Supply Company is hereby accepted by City Council, for a one-year period, commencing on the official date of City Council

approval, or November 25, 2024, whichever occurs later, with an option to extend for one (1) additional year at the same terms and conditions, with mutual consent of both parties, in an annual amount not to exceed $52,216.05.

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
☐ 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 _____, 2024.

_____
Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2024.

_____
Sonja Buffa
City Clerk

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

September 17, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

Re: Proposed Resolution Providing Public Notice of Intent to Sell Vacant Tax-Reverted Property at 23825 Woodrow Wilson, Warren, Michigan; Parcel ID No. 13-30-326-035 for $500.00, subject to Combination with 23916 Woodrow Wilson; Approving Sale Following 30-day Notice Period and Accepting Grant of Easement Rights

Dear Council Secretary Moore:

Attached please find the above-referenced resolution to provide the public with thirty (30) days' notice of intent to sell vacant, tax-reverted property located at 23825 Woodrow Wilson to Samuel Spears, the owner of adjacent land at 23916 Woodrow Wilson, for $500.00.

Based upon the proposed terms, the Property would be conveyed "as is" with a quit claim deed and combine with the adjacent property. As condition of the sale, the buyer will use the combined property as one stand-alone buildable lot, keep the combined property maintained and free from the growth or cultivation of medicinal marijuana, and grant the City easement rights. The combination may be completed administratively without a fee or hearing. The buyer will use the property as a personal garden. The $500.00 price was established due to the larger lot size of 36' x 119', along with locational considerations.

The resolution will remain on file with the City Clerk for 30 days. Within such time, another person may submit another offer in writing directed to Economic Development Director Tom Bommarito, One City Square, Suite 215, Warren, MI 48093. If no other offers are received by October 25, 2024, Council's approval of the sale becomes final on the same terms in the resolution.

Consistent with 2-346 of the Code of Ordinances, the proposed sale will relieve the City of the liability and cost to maintain the lot, restore vacant land to the tax rolls, and conserve open space to enhance aesthetics of the surrounding area. Although the Assessor has estimated the land value as $8,611.00, the proposed consideration is sufficient when viewed in terms of the overall public purposes involved.

If acceptable, please submit the resolution to Council for its meeting on Tuesday, September 24, 2024.

Respectfully,

Mary Michaels
Acting City Attorney

MM/vlt Ltr to M Moore Council re Notice of Intent and Approval of Sale – 23825 Woodrow Wilson ID 107923

cc: Samuel Spears (w/attachs.)
Tom Bommarito, Economic Development Director (w/attach.)
Hunter Manikas, Economic Development (w/attach.)
Annmarie LaDuke, Public Service

Read and concur:

Lori M. Stone, Mayor

RESOLUTION PROVIDING PUBLIC NOTICE OF INTENT TO SELL VACANT TAX-REVERTED PROPERTY AT 23825 WOODROW WILSON, WARREN, MICHIGAN, PARCEL NO. 13-30-326-035; APPROVING SALE UPON COMPLETION OF NOTICE PERIOD AND ACCEPTANCE OF GRANT OF EASEMENT RIGHTS

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 24, 2024, at 7:00 p.m. Eastern Standard Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

Present: Councilpersons _____

_____

Absent: Councilpersons _____

_____

The City acquired vacant, tax-reverted property at 23825 Woodrow Wilson, Warren, Michigan, Parcel No. 13-30-326-035 ("the Property").

Samuel Spears, the owner of adjacent property, 23916 Woodrow Wilson, is interested in purchasing the Property.

The Mayor and Economic Development Director are recommending that the Property be conveyed to Samuel Spears (the "Buyer"), which would allow for continuous maintenance of the Property.

Under the terms of the proposed sale, the Buyer would pay $500.00, plus closing costs, the cost of title policy and survey, if necessary, and will agree to combine the parcels, to use the combined property as one buildable lot, and to keep the property maintained and free from narcotics including the growth or cultivation of marihuana. The lot combination may be completed administratively with no fee or hearing.

Any other person interested in purchasing the Property may submit a written offer to Economic Development Director Tom Bommarito at One City Square, Warren, Michigan 48093 no later than October 25, 2024.

THEREFORE, IT IS RESOLVED, that the City of Warren offers for sale the Property located at 23825 Woodrow Wilson, Warren, Michigan, Parcel No. 13-30-326-035, Warren, Michigan, described as follows:

Lot 98, Excluding the S 2.0 ft. – Minock Gardens Subdivision, as recorded in Liber 12, Page 6 of Plats, Macomb County Records.
Parcel Identification No. 13-30-326-035
Commonly known as: 23825 Woodrow Wilson

IT IS FURTHER RESOLVED, that the conveyance of the property shall be subject to the reservation of any liens or easements of record, easements rights to access, maintain or replace public utilities, and the execution of restrictive covenants consistent with this resolution.

IT IS FURTHER RESOLVED, that the City accepts the grant of easement upon the Property for purposes of maintaining, replacing, or constructing public utilities, or for temporary access during public improvement projects.

IT IS FURTHER RESOLVED, that a certified copy of this resolution shall be placed and remain on file with the Clerk of the City of Warren for public inspection for a period of thirty (30) days, as required by City Charter, and if no offers are submitted during such period, the approvals in this resolution become final on same terms.

IT IS FURTHER RESOLVED, that, upon completion of the 30-day period, the Mayor and Clerk are authorized to execute a purchase agreement and restrictive covenants to sell the Property to Samuel Spears in the amount of Five Hundred Dollars and 00/100 ($500.00), plus closing costs, consistent with this resolution and in such form that meets with the approval of the City Attorney.

AYES: Councilpersons: _____

_____

NAYES: Councilpersons: _____

_____

Resolution declared adopted on this 24th day of September, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Warren at its meeting held on September 24, 2024.

_____
SONJA BUFFA
City Clerk

ID 107924

23825 WOODROW WILSON WARREN, MI 48091 (Property Address)

Parcel Number: 12-13-30-326-035



Item 1 of 3 3 Images / 0 Sketches

Property Owner: CITY OF WARREN

Summary Information

- > Assessed Value: $0 | Taxable Value: $0
- > Property Tax information found
- > 1 Special Assessment found
- > 5 Building Department records found

Owner and Taxpayer Information

Owner	CITY OF WARREN ONE CITY SQUARE WARREN, MI 48093	**Taxpayer**	SEE OWNER INFORMATION

General Information for Tax Year 2024

Property Class	402 RESIDENTIAL-VACANT	**Unit**	12 CITY OF WARREN
School District	FITZGERALD PUBLIC SCHOOLS	**Assessed Value**	$0
Notes	*No Data to Display*	**Taxable Value**	$0
PP CLASS / YEAR	0	**State Equalized Value**	$0
NOTES	*Not Available*	**Date of Last Name Change**	08/24/2016
BUSINESS TYPE	*Not Available*	**Notes**	*Not Available*
Historical District	*Not Available*	**Census Block Group**	*Not Available*
NOTES	*Not Available*	**Exemption**	*No Data to Display*

Principal Residence Exemption Information

Homestead Date 03/01/1994

Principal Residence Exemption	June 1st	Final
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

Zoning Code	R-1-C	**Total Acres**	0.098
Land Value	$0	**Land Improvements**	$0
Renaissance Zone	No	**Renaissance Zone Expiration Date**	*No Data to Display*
ECF Neighborhood	FITZ 30	**Mortgage Code**	*No Data to Display*
Lot Dimensions/Comments	*Not Available*	**Neighborhood Enterprise Zone**	No

Lot(s)	Frontage	Depth
Lot 1	36.00 ft	119.00 ft
	Total Frontage: 36.00 ft	**Average Depth: 119.00 ft**

Legal Description

MINOCK GARDENS SUBDIVISION LOT 98 EXC THE S 2.0 FT. L12 P6

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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	01/01/0001	**Unallocated Div.s Transferred**	0
Acreage of Parent	0.00	**Rights Were Transferred**	*Not Available*
Split Number	0	**Courtesy Split**	*Not Available*
Parent Parcel	*No Data to Display*		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
08/08/2016	$717,368.00	QC	MACOMB COUNTY TREASURER	CITY OF WARREN	13-GOVERNMENT	24186/718

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WARREN
DEPARTMENT OF COMMUNITY, ECONOMIC
& DOWNTOWN DEVELOPMENT

One City Square, Suite 215
Warren, MI 48093-6726
(586) 574-4529
www.cityofwarren.org

5/13/2024

Samuel Spears
23916 Woodrow Wilson
Warren, MI 48091

RE: City-Owned Property at 23825 Woodrow Wilson, Warren, Michigan Parcel No. 12-13-30-326-035

Dear Samuel:

The purpose of this letter is to ascertain your interest in acquiring city-owned property located at 23825 Woodrow Wilson, Warren, Michigan Parcel No. 12-13-30-326-035.

This property is vacant land, which the City of Warren acquired through the tax foreclosure process. You expressed interest, as a resident living on the same block as 23825 Woodrow Wilson, in beautifying the land with a garden. The primary terms of the sale would include:

- Purchase price of $500, plus title policy cost and recording fee and half of the closing costs, if applicable;
- Use of the property as a garden, along with upkeep that will accompany that use;
- Conveyance with a quit claim deed; the City only sells its interest in the land, with no warranties associated with a warranty deed. You would purchase the land "as is";
- The combined property must be used as one buildable residential lot;
- The sale must be approved by the Warren City Council, subject to a 30 day period for other parties to submit a competing offer. If other offers are submitted, the offers are returned to the Council for a final decision;
- You must be current on all taxes, water and sewer charges, and assessments;
- Restrictive covenants must attach to the property:

  No cultivation, distribution or growth of marihuana
  Keep the property maintained;
  Grant to the City an easement to access, maintenance, replacement or construction of public utilities, if needed;

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Grant a temporary construction easement, if needed, for any future public improvement project (typically for staging, grading or regrading purposes);
No short-term rentals permitted.

We encourage all buyers to obtain a survey prior to the sale. Although not technically required, a survey would show detail about the land, such as encroachments or any unrecorded easements that might not appear in the title commitment or our building records. Without a survey, a buyer must sign a hold harmless agreement to waive any liability against the City for any defect in the property that may become known at a future date. The purchase agreement may include other terms or conditions specific to the land sale.

If you are interested in purchasing the property on these terms, we will request the Warren City Council to approve the sale. To begin the process, please sign the letter at the bottom where indicated, and complete the contact information. All other parties with an ownership interest in 23825 Woodrow Wilson must be identified, sign, below and the purchase agreement, and appear on the deed to 23825 Woodrow Wilson. You are responsible for identifying the type of ownership you prefer, such as tenants in common, joint tenants or tenant by the entireties, and if a business, for furnishing the business name, and the evidence of the authority of the officer or representative to bind the business.

Should you have any questions, or would like additional information, please call my office at 586-574-4529.

Sincerely,

DocuSigned by:
Tom Bommarito
6F52A3F825A947D...

Tom Bommarito, Director
Department of Community/Economic Development

By signing below, you are acknowledging:

- You will agree to the sale on terms specified in this letter;
- This is merely an expression of interest and is not a formal offer to purchase or sell the property, and does not create any obligation or bind either the City of Warren or the undersigned;
- A purchase agreement must be approved by the Warren City Council documenting these terms and others, and third parties will have 30 days to submit a competing offer;
- Following Council approval, a purchase agreement must be signed within 30 days of receipt from the City Attorney, or the property may be offered to another party;
- Upon receiving the title commitment, the closing must occur within 45 days or the offer may be rescinded, and property may be offered to another party.

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- If you move from your current residence, the City reserves, in it sole discretion to either withdraw this offer, or renegotiate the purchase price, as your proximity is a part of the consideration for the sale, and value to the public.

Please print your full legal name below the signature, and, the names of all parties on the deed to your existing land at 23916 Woodrow Wilson. This must be signed by your spouse. Any other party to be added to the deed must be disclosed, with name and phone number, and all parties must sign the purchase agreement and other documents to complete the sale.

DocuSigned by:
Samuel Spears
712222927B780427...
Samuel Spears Signature

Date: 5/13/2024

Samuel Spears
Please Print Legal Name

586-447-6189
Phone Number

familymanspears@gmail.com
E-mail Address

Other Interested Parties:

_____
Signature

Date: _____

_____
Please Print Legal Name

Relationship: _____

_____
Phone Number

_____
E-mail Address

DocuSign Envelope ID: C496A039-415C-4468-A497-0A8F88A4A10D

Letter to Samuel Spears – 4/22/2024

Owners of Adjacent land:

If applicable, type of business entity:

Nature of business:
How land will serve the business (must be added to deed restriction):

Authorized representative name and title: _____
(Attached resolution, operating agreement or evidence of authority)

CITY OF WARREN - OFFICE OF THE ASSESSOR 586-574-4532

M E M O R A N D U M

DATE: NOVEMBER 3, 2023

TO: Dylan Clark

FROM: Lee Zumbrunnen, Deputy Assessor

RE: 23825 Woodrow Wilson Valuation Request

Pursuant to your request for valuation of the above captioned property, please be advised of the following:

Address: 23825 Woodrow Wilson Vacant Lot

Site Description: 36' x 119' Lot

Tax Status: Exempt

Estimated valuation of property if subject to assessment as of December 31, 2022:

Land Value: $8,611

Estimated True Cash Value $8,611

Estimated Assessed Value $3,069

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

TO: Tom Bommarito, Economic Development Director
Department of Public Service

FROM: Tina Gapshes, City Engineer

DATE: November 15, 2023

RE: 23825 Woodrow Wilson Ave
Parcel # 13-30-326-035

Pursuant to your request, the Engineering Division has investigated the above referenced property and has the following information:

Parcel # 13-30-326-035

- Lot 98 except for south 2 feet, Minock Gardens Subdivision, L.12, P.6
- 36' (north and south) x 119' (east and west) +/- lot size
- This lot is located on the east side of Woodrow Wilson Ave between Stephens Road and Morrissey Ave.
- There is a 5 foot wide public easement on the west side.
- This lot is vacant. The homeowner at 23833 Woodrow Wilson Ave appears to be maintaining and using this lot.
- There is a chain link fence along the south and west side.
- There are no apparent drainage issues.
- There are 4 large trees and one stump on this lot.
- There is an existing drive approach. Sidewalks and drive approach are in good condition.

There are probably no easements on this property other than the above noted platted easement. However, a Title Commitment would be necessary to know with confidence if any easements existed.

Tina G. Gapshes, P.E.
City Engineer

cc: Dylan Clark, Community and Economic Development Aide

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2024, by the City of Warren, a Michigan municipal corporation ("Seller"), whose address is One City Square, Warren, Michigan 48093, and Samuel Spears, whose address is 23916 Woodrow Wilson, Warren, Michigan 48091 (the "Purchaser").

RECITALS

1. The Seller owns certain property located at 23825 Woodrow Wilson in the City of Warren, County of Macomb, State of Michigan (the "Property").

2. Purchaser is the Owner of adjacent property at 23916 Woodrow Wilson, Warren (the "Adjacent Property"), and desires purchase the Property from the Seller to combine with his Adjacent Property, and for the price and subject to the terms and conditions in this Agreement.

3. Seller is willing to sell the property to the Purchaser for the price and subject to the terms, conditions and limitations contained in this Agreement.

Therefore, in consideration of the mutual promises of the parties as contained in this Agreement, the parties agree as follows:

PURCHASE AND SALE OF REAL PROPERTY

Seller agrees to sell and Purchaser agrees to purchase the following property described as follows:

> Lot 98, Excluding the S 2.0 ft. – Minock Gardens Subdivision, as recorded in Liber 12, Page 6 of Plats, Macomb County Records.
> Parcel Identification No. 13-30-326-035
> Commonly known as: 23825 Woodrow Wilson

The above property shall be referred to as "the Property" in this agreement. The concise description of the Property shall be based upon a complete ALTA/NSPS survey, if Purchaser obtains one. The parties agree that the conveyance of the Property is subject to the terms, conditions and limitations contained in this Agreement.

PURCHASE PRICE

Purchaser shall pay the purchase price for the Property the sum of Five Hundred Dollars and 00/100 ($500.00), plus all closing costs, subject to adjustment and prorations as provided in this Agreement. This purchase price is intended as full monetary consideration and compensation for the Property, together with all improvements, fixtures, easements, appurtenances, mineral rights, and all other Property interests. The Property is vacant, and no fixtures or personal property are included in this sale.

TERMS OF PAYMENT

The purchase price shall be paid by Purchaser to Seller at closing by cash.

CONVEYANCE

Upon completion of the conditions in this document and execution of restrictive covenants in the form attached as Exhibit A, Seller shall convey to the Purchaser its legal title to the Property by executing and delivering a standard form Quit Claim Deed ("Deed").

Purchaser agrees to accept the conveyance, which is subject to the combination of the Property with Purchaser's Adjacent Property at 23916 Woodrow Wilson, Warren, Michigan, and the covenant to only use or sell the Property as a single-standing buildable lot, and to never use the combined Property for the cultivation, distribution, processing, or growth of any controlled substance, including medicinal marihuana, or for any adult, sexually-oriented business as defined in the City of Warren Codes of Ordinances, and to keep the Property maintained in a condition in compliance with the Code of Ordinances of the City of Warren. All parties with a legal interest in the Property or the Adjacent Property must sign the Restrictive Covenants and lot combination application. Purchaser shall execute a restrictive covenant consistent with these agreements at the time of the closing. These covenants are intended to serve a public purpose as part of the consideration, and shall run with the land, and be binding upon subsequent owners, assigns, transferees, and heirs, unless otherwise allowed by the governing body of the City of Warren. Purchaser is solely responsible for obtaining any clearances necessary from any mortgagee or lienholder that may have a recorded interest to the Adjacent Property. Any obligation Purchaser may owe to the City of Warren must be satisfied prior to completion of the transaction.

This conveyance is subject to, and Purchaser is responsible for having, the land contract vendor(s) execute the lot combination application and restrictive covenants.

LEGAL DESCRIPTION AND SURVEY

If necessary for a title policy without exceptions, Purchaser shall be responsible for obtaining a complete ALTA/NSPS survey showing all boundaries, easements for public utilities and driveways, and zoning ordinances, if any, and shall provide a copy to Seller and the title company prior to Closing. Purchaser shall have the right to give Seller written notice of objection to any encumbrance, lien, charge or claim upon to or against the Property as may be disclosed by the survey. Upon such notice, Seller may give Purchaser notice within 10 days of its intent to cure any such defects, at Seller's sole expense. If such notice to cure is not provided to Purchaser, Purchaser may either provide notice of termination, which shall be provided within the period of the 10th to the 15th day of its notice of objection to Seller, or Purchaser will accept the Property with the defects, and proceed with the purchase. If Purchaser does not elect to obtain a survey, Purchaser agrees to sign a waiver of a survey at closing, and to hold harmless the City of Warren for any encroachment, easement, boundary or setback discrepancy, or title defect or any other claim that may relate to the property condition.

TITLE POLICY

1. Commitment for Title Policy. Seller has delivered to Purchaser a title search report, and within 30 days will furnish Purchaser with a commitment for a policy of title insurance, if available for issuance, by a title insurance corporation, for an amount of $1,000.00, and bearing date later than the acceptance of this Agreement ("Title Commitment"), or as soon as such commitment is available from the title company. The

parties agree the commitment will be ordered from ATA National Group Title Group. Title insurance may not be available for the reason the property was formerly tax-reverted.

2. Title Objections. If objection to the title or proposed policy is made that the title is not in the condition required for performance hereunder, Purchaser must provide Seller with written notice of the objection within 10 days from receipt of the title commitment, and the Seller shall have 20 days from the date of written notification from Purchaser of the particular defects claimed, to either; 1) commence action to remedy the title; or 2) obtain title insurance modified or amended to eliminate the objection and defect; or 3) provide written notice of termination of this agreement. If the Seller elects to remedy the title or obtain a modified title policy, Seller will provide Purchaser with written notice of its intent to pursue the remedies, and Purchaser agrees to complete the sale within 10 days of written evidence of the remedies. The closing will be delayed pending completion of such remedies. If Seller commences an action to remedy title, then Purchaser's obligation to purchase shall continue until the disposition of such action. If the title is not successfully remedied through such action, then Purchaser may terminate this agreement with no further obligation on the part of Seller or Purchaser, or purchase the property with the title defect. If no remedies are taken, or Purchaser does not terminate, and Purchaser elects to purchase the property, any defects to title shall be considered to be waived by Purchaser, and Purchaser will accept title with title defects or objections.

ENVIRONMENTAL INSPECTIONS

Purchaser is responsible for procuring a Phase 1 environmental site assessment or evaluation, together with any other wetland studies, land reviews or other assessments of the Property, within 30 days of this Agreement. In the event any environmental or soil contamination or other adverse condition is disclosed, Purchaser shall submit a copy of the Phase I report to Seller within five days of the report. If environmental or soil contamination is present, Purchaser may terminate this Agreement, with no further obligation of either party, upon notice of termination to Seller, within 30 days of this Agreement. In the alternative, and subject to Seller's consent, Purchaser may purchase the Property notwithstanding such contamination, or provide Seller with written notice of its termination of this agreement, subject to any indemnification obligations in this agreement. It is understood that the property will be purchased "as is," subject to any contamination objections, or irregularities.

CONTINGENCY/INSPECTION PERIOD

1. In addition to other contingencies in this Agreement, Purchaser shall have 30 days after receipt of fully accepted Offer ("Inspection Period") to inspect the Property and records including, but not limited to the following:

a) well and septic system;
b) pest inspection;
c) search governmental records, pending violations, or notices of violations from any insurance or governmental agency;
d) litigation and bankruptcy search; and
e) baseline environmental study.

2. If Purchaser determines that he does not wish to proceed with the Purchase based upon an objection to any defective condition disclosed by one of the above inspections, Purchaser shall provide Seller with a copy of the inspection report, and Seller has the option, within 10 days' notice to Purchaser, to cure the defect within 30 days of such notice. If Seller does not provide such notice to cure, then Purchaser, upon written notice to Seller prior to the end of the Inspection period, may terminate this Agreement, and this Purchase Agreement shall be terminated. Subject to the indemnification obligation below, the parties shall have no further obligation or liabilities to the other. Purchaser shall promptly return any materials Seller furnished to it in connection with its inspection of the Property, and restore any damaged property which occurred during the inspections, within 10 days of termination, or will be responsible for the costs of such restoration.

3. If Purchaser has any outstanding obligation owed to the City, such obligation must be satisfied within 30 days of this Agreement, or Seller, at is sole election, may terminate this Agreement upon written notice to Purchaser. Thereafter, no obligations shall remain outstanding until Closing.

INDEMNIFICATION

Notwithstanding anything to the contrary in this document, Purchaser, jointly and severally, for himself, his family, successors, heirs, legal representatives, and assigns, agrees to indemnify, defend, hold harmless Seller against, for, and from, all liability, loss, costs or expenses (including costs of defense, investigation and reasonable attorney fees) which may result from, relate or arise out of any of Purchaser's or his contractor's or agent's use, possession, inspection, or occupancy of the Property during the time this Purchase Agreement is in effect, up to Closing, and for any claim, demand, liability or damage that may result from or relate to the soil condition, environmental contamination, grading, condition or availability of utilities, including sewer taps or drains, setback areas, boundaries, conditions of title, such a encumbrances, unrecorded easements or interests, possessory or occupancy rights or claims, title defects, or other conditions relating to or arising out of the Property or this conveyance

If Purchaser fails to close the transaction, Purchaser shall remain obligated to repair, in a commercially reasonable manner, any damage to the Property caused by the Purchaser or his employees, contractors or agents in connection with the performance of any inspection, work or other act preliminary to the Closing.

These obligations shall survive closing and are supplemental to other releases and indemnifications obligations contained in this Agreement.

CLOSING

1. If this Offer is accepted by the Seller, and if title can be conveyed in the required condition, Purchaser and Seller agree to complete the sale within 20 days from the expiration of the Inspection Period or of Purchaser's acceptance of any test or remedial action or cure made by Seller as provided in this Agreement, whichever occurs later. The closing of this sale shall take place at the office of the Purchaser, unless the parties agree upon another location. The Seller shall be responsible for preparing the documents for the closing, and the closing documents shall be delivered for the Purchaser's review at least 10 days before the closing. All taxes must be paid, and all outstanding obligations Purchaser may have to Seller, must be fulfilled prior to closing.

2. At the closing, the Seller shall sign and deliver to Purchaser a quit claim deed to the Property conveying its interest in the Property, subject to any interests of record. Purchaser will execute the restrictive covenants consistent with this Agreement. Purchaser will pay for closing costs, revenue stamps, transfer taxes, recording costs, and shall record the transfer affidavits. Purchaser shall pay for the title insurance premium. Each party shall pay for their own attorney and other professional fees. Each party shall sign a closing statement memorializing the transaction. At closing, Seller will have issued an owner's policy of title insurance in the standard American Land Title Association form, insuring Purchaser as the vested title owner of the Property in the amount of $1,000.00. Purchaser will pay for the cost of such policy. Each party shall produce documents to evidence their authority to enter into and execute the closing documents. Purchaser is responsible for preparing and filing their own Principal Residence Exemption, if applicable.

3. Seller has not possessed or occupied or inspected the property. The property is vacant, tax-reverted land. Purchaser acknowledges that Seller has made its building records available to Purchaser for inspection and/or copying, and encouraged a survey and inspections before Closing, but is otherwise is not required to provide a Seller's Disclosure Statement.

4. It is further understood that Seller is unable to guarantee this Property is insurable by a title company. The Property is being sold "as is," and upon Closing, Purchaser, for themselves, their family, heirs, successors and legal representatives, are accepting the Property with any title defect, encumbrance, soil condition, contamination, boundary error or any unrecorded use or restriction, third-party occupancy claim or right, whether known or unknown.

TAXES - PRORATED ITEMS

All taxes and assessments which have become a lien upon the land at the date of this Agreement shall be paid by the Seller, except current taxes if any shall be prorated and adjusted as of the date of the Closing.

REPRESENTATION, WARRANTIES, AND COVENANTS

1. Purchaser represents and warrants to, and covenants with Seller, the following as of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date:

   a. Purchaser has the full authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations under this Agreement;
   b. All requisite actions necessary to authorize Purchaser to enter into this Agreement and the remaining agreements provided for and to carry out its obligations have been, or by the Closing Date will have been, taken;
   c. All documents and agreements executed and delivered by Purchaser in connection with the Purchase shall be binding upon, and enforceable against, Purchaser; and
   d. No other person or entity has an interest in the Adjacent Property, or Purchaser has obtained the approval of any person or entity with an interest, to combine the properties or otherwise agree to the terms of this Agreement.

2. Purchaser agrees to accept the title to the Property "as is". Seller has made no representations or warranties with regard to the Property, surface, subsurface or any matter affecting title. Purchaser is responsible for independently investigating the title to the Property, the surface, subsurface, and any environmental issues that may arise from any pollution of the soil or groundwater, to its satisfaction, and waives and releases Seller from any claims by Purchaser, whether environmental or otherwise, with regard to the condition of or title to the Property.

3. The foregoing obligations, representations, releases and covenants shall survive closing.

POSSESSION

The Seller shall deliver and the Purchaser shall accept possession of the Property at the time of closing.

DEPOSIT

The parties acknowledge that no down payment has been deposited in connection with this offer, and no credit for deposit money shall be made to the purchase price if the sale is completed.

NOTICES

All notices, deliveries or tenders given or made in connection herewith shall be deemed completed and legally sufficient, if mailed or delivered to the respective party for whom the same is intended at the addresses below:

Seller:	Economic Development Director City of Warren One City Square, Suite 200 Warren, MI 48093
With a copy to:	City Attorney City of Warren One City Square, Suite 400 Warren, MI 48093
Purchaser:	Samuel Spears 23916 Woodrow Wilson Warren, MI 48091

ADDITIONAL CONDITIONS

1. The covenants herein shall bind the heirs, administrators, executors, assigns, personal representatives and successors of the respective parties.

2. It is understood that the Property is being purchased in its present condition and will be delivered by the Seller to the Purchaser in substantially the same condition as when this Offer was made. Seller shall take all reasonable measures to preserve and protect the Property and to keep it maintained in its current condition.

3. Seller represents and warrants that there are no pending, threatened, or existing lawsuits administrative actions, claims or demands relating to the subject Property and further holds Purchaser harmless from the same.

4. "Superfund" Act. To the best of Seller's knowledge, no landfill exists on the Property and no hazardous waste or material has been deposited on the property and the property is free from any environmental problems as set forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund"). This warranty, representation shall not affect any duty to inspect by the Purchaser pursuant to the Agreement, or the indemnification provided by Purchaser.

5. Representation of Authority - No warranty of Title. Seller warrants and represents that it has the authority to accept this Agreement of Sale. Seller does not warrant title, as the property was acquired through the tax-reversion process conducted by the County of Macomb, Michigan.

6. Additional Documents. Each party agrees to execute any additional documents reasonably requested by the other to carry out the intent of this Agreement.

7. No Broker. It is acknowledged by both parties that no Broker was utilized by either party in this transaction, and therefore no broker or advisory fees will be assessed to either party. It is further understood that no promises have been made other than those that are in writing and signed by all parties involved (no verbal agreements will be binding).

8. Survival of Representation and Warranties. The representations and warranties as set forth in this Agreement shall be continuing and survive the Closing.

9. Date of this Agreement. For the purposes of the transaction, the Agreement shall be effective the date of the signature of the last party to sign this Agreement.

10. Prior Agreements. Seller represents and warrants that Seller has not entered into any other Agreement for the sale of the Property, or any part thereof. Purchaser agrees to conditions set forth in Letter of Interest dated May 13, 2024, which Purchaser signed on May 13, 2024. Except for terms of such letter, there are no agreements, oral or written, leases, easements, licenses, court decrees or judgments, third party claims, demands, or causes of action, which would be a charge, encumbrance or claim against, or restrict the use of the Property to be sold.

11. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

12. Saturdays, Sundays and Holidays. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

13. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. No Adverse Information. Seller represents and warrants that it has no adverse information with regard to the real estate which it has not disclosed to Purchaser and that there are no judicial or administrative proceedings pending or threatened against the real estate and Seller is not aware of any facts which might result in any action, suit or other proceedings.

15. Eminent Domain. If before closing, the real estate is taken by eminent domain, Purchaser may terminate this Agreement. If Purchaser terminates, neither Seller nor Purchaser shall have any further obligation and the earnest money deposit will be promptly returned to Purchaser. If Purchaser does not terminate, this Agreement will remain in effect and Seller will assign to Purchaser all of Seller's rights to receive any awards that may be made for such taking.

16. Cooperation. The parties agree to cooperate with each other in carrying out the transaction, in obtaining and delivering all required closing documents, and obtaining the required governmental approvals, and agree to use their best efforts to expeditiously accomplish same. In addition, Seller agrees to cooperate in the platting of the property including, but not limited to signature when required and providing existing documents.

17. Risk. All risk of loss or damage to the property shall be upon Purchaser.

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

19. This Offer to Purchase is subject to the parties' attorney approval. No representation or recommendation is made by the Presenter as to the legal sufficiency, legal effect or tax consequences of this Offer to Purchase or the transaction relating thereto; the parties shall rely solely upon the advice of their own legal counsel as to the legal and tax consequences of this Offer to Purchase. All Purchasers of real estate should have their title examined by an attorney.

20. In the event, prior to closing, Seller shall desire to restructure this transaction as a tax deferred exchange for property identified by Seller, pursuant to §1031 of the Internal Revenue Code, Purchaser, as an accommodation to Seller, shall enter into and execute any such amendatory documentation as Seller may reasonably request; provided however, that Purchaser shall not incur any additional cost, expense, risk or potential liability whatsoever on account thereof. Purchaser shall have no liability to Seller whatsoever in the event the subject transaction is found, held or adjudicated not to qualify as or as a part of a tax deferred exchange pursuant to §1031 of the Internal Revenue Code. Notwithstanding the foregoing, no failure to close of any transaction involving any premises to be exchanged shall affect Seller's obligation to convey the Subject Premises as and when required hereunder.

Signatures on next page

WITNESSED BY:

_____

PURCHASER:

By: _____
Samuel Spears

Date: _____

WITNESSED BY:

_____

SELLER:

By: _____
Lori M. Stone, Mayor

Date: _____

_____

By: _____
Sonja Buffa, City Clerk

Date: _____

ID 107929

EXHIBIT A

DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT ACCESS

The City of Warren, a Michigan municipal corporation located at One City Square, Warren, Michigan ("Grantor"), and Samuel Spears, whose address is 23916 Woodrow Wilson, Warren, Michigan 48091 (the "Grantee") agree to the property restrictions contained in this document.

The parties stipulate that:

Grantor conveyed to Grantee Samuel Spears certain property (the "Property"), located in the City of Warren, Michigan, legally described as:

> Lot 98, Excluding the S 2.0 ft. – Minock Gardens Subdivision, as recorded in Liber 12, Page 6 of Plats, Macomb County Records.
> Parcel Identification No. 13-30-326-035
> Commonly known as: 23825 Woodrow Wilson

The Property has been vacant for many years. As part of the consideration, Grantor approved the conveyance of the Property, in part, to further certain public purposes, such as enhancing the quality of the surrounding neighborhood, reducing congestion, increasing setback areas, improving the aesthetics of the area, and restoring the Property to a responsible owner. Christopher Stevenson, for himself, his family, heirs, successors and assigns, agrees to the terms of the document.

Grantee is owner of the adjacent residential lot at 23916 Woodrow Wilson (the "Existing Lot"), legally described as:

> Lot 175 – Leland and McCready Subdivision, as recorded in Liber 7, Page 94 of Plats, Macomb County Records.
> Parcel Identification No. 13-30-327-005
> Commonly known as: 23916 Woodrow Wilson

Grantee agrees, within 60 days of the sale, to have the Property combined with the Existing Lot as one parcel with one ownership interest. The Existing Lot, combined with the Property, shall be referred to in this document as the Expanded Property.

As part of the consideration for the Property, Grantee, Samuel Spears, for himself, his family, heirs, successors, transferees and representatives and any person claiming an interest in the Property, agrees with the Grantor, City of Warren, that the conveyance of the Property is made subject to the following restrictions and limitations as to the use of the Property and the Expanded Property:

1. The Property shall not be used or developed as a stand-alone building site. The use and occupancy of the Property is further subject to the terms of the Resolution of the Warren City Council dated September 24, 2024.

2. The Property shall be combined with the Existing Lot, commonly known as 23916 Woodrow Wilson, legally described as: 175 – Leland and McCready Subdivision, as recorded in Liber 7, Page 94 of Plats, Macomb County Records; Parcel No. 13-30-327-005. The Property and the Existing Lot, together are referred to in this document as the Expanded Property, and shall be used and occupied as one single residential buildable lot and ownership interest. The Property shall not be developed, used, owned or occupied for any purpose independently from the Expanded Property. Upon combination, these provisions shall apply to the Expanded Property to the same extent as the Property, except as otherwise stated.

3. The Expanded Property shall be owned and occupied for strictly private, single-family residential purposes for one household in connection with the Existing Lot.

4. The Expanded Property shall be used, owned and occupied with only one residential dwelling house and garage, and no additional house, garage, or structure will be erected on the Expanded Property, except that a shed may be allowed with an approved permit.

5. The Property will be used as a personal garden, which shall be maintained in accordance with ordinances of the City of Warren.

6. The use and development of the Expanded Property shall comply with the Zoning Ordinances of the City of Warren.

7. The Expanded Property shall never be used, occupied, maintained or developed for the growth, use, sale, distribution or production of marijuana or other controlled substance, including medical marihuana. Grantor understands that the stated restrictions or activities may be otherwise legally permissible on the Property, and expressly waives the right to the exercise of such uses or activities upon the Property.

8. The Expanded Property shall never be used, occupied, maintained or developed for any sexually oriented business or adult business, as defined or classified within the City of Warren Code of Ordinances or the City of Warren Code of Zoning Ordinances, and any amendments or replacements to such sections, or any similar or prurient businesses or activities that may be offensive to or incompatible with the character of the surrounding neighborhood.

9. Grantee will provide access to the Grantor, or other entity with jurisdiction over the utility, over, under, upon and through the Property or Expanded Property, to maintain, repair, replace, construct or inspect a public utility. Grantee agrees to

not encumber or encroach the utility, easement or access thereto, and will remove any obstruction or encroachment located upon the easement area or access thereto, upon advance notice.

10. The Expanded Property shall be used, occupied, developed and maintained in accordance with the City of Warren Code of Ordinances and other applicable laws, codes, or regulations, or conditions of the local governing body or zoning board of review or planning commission concerning the property.

11. The provisions of this Agreement may be enforceable by the City of Warren and its successor, assigns or receivers, or third parties affected by any violation of this Agreement, by proceedings at law or in equity against any violation or attempted violation of this Agreement, either to restrain and enjoin the violation or to recover damages from Grantee, including his heirs, devisees and assigns for any violation of the above restrictions but only with respect to the title and interest of an owner committing or permitting the violation and with respect to the land owned by such owner.

12. The above covenants and restrictions are to run with the land and be binding upon Grantee and his heirs, devisees, executor, administrators, assigns and successors in interest.

13. The above covenants and restrictions shall be recorded with the Macomb County Register of Deeds, and any conveyance of the Expanded Property shall be subject to the restrictions.

14. The restrictions are for the benefit not only for the City of Warren but for the owner or owners of the lots adjoining in the neighborhood.

15. Compliance may be enforced by injunction obtained by the City of Warren as to Grantee or any subsequent owner or lessee violating or permitting violation of these restrictions.

16. The title and rights of Grantee or of any of his successors in title, including his heirs, devisees and assigns shall at the option of the City of Warren, revert to the City of Warren, for any violation of the above restrictions but only with respect to the title and interest of an owner committing or permitting the violation and with respect to the land owned by such owner.

17. If any section of this Declaration of Restrictive Covenant is found to be unconstitutional or invalid by a court of competent jurisdiction, that section shall be severable, and the remaining provisions shall have full force and effect.

WITNESSED BY:

_____

GRANTEE:

By: _____
Samuel Spears

Signatures on next page

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by SAMUEL SPEARS, Grantee.

_____
, Notary Public
Macomb County, Michigan
My commission expires:
Acting in the County of Macomb

WITNESSED BY:

GRANTOR: CITY OF WARREN

_____

By: _____
Lori M. Stone, Mayor

_____

By: _____
Sonja Buffa, City Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by LORI M. STONE, Mayor, and SONJA BUFFA, City Clerk, on behalf of Grantor.

_____
, Notary Public
Macomb County, Michigan
My commission expires:
Acting in the County of Macomb

Drafted by and when recorded return to:
Mary Michaels, Esq.
City of Warren Attorney's Office
One City Square, Suite 400
Warren, MI 48093

ID 107930

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

September 16, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

Re: Proposed Resolution Providing Public Notice of Intent to Sell Vacant Tax-Reverted Property at 21736 Ehlert, Warren, Michigan; Parcel ID No. 13-36-178-017 for $1.00, subject to Combination with 21748 Ehlert; Approving Sale Following 30-day Notice Period and Accepting Grant of Easement Rights

Dear Council Secretary Moore:

Attached please find the above-referenced resolution to provide the public with thirty (30) days' notice of intent to sell vacant, tax-reverted property located at 21736 Ehlert to Christopher Stevenson, the owner of adjacent land at 21748 Ehlert, for $1.00.

Based upon the proposed terms, the Property would be conveyed "as is" with a quit claim deed and combine with the adjacent property. As condition of the sale, the buyer will use the combined property as one stand-alone buildable lot, keep the combined property maintained and free from the growth or cultivation of medicinal marijuana and grant the City easement rights. The combination may be completed administratively without a fee or hearing.

The resolution will remain on file with the City Clerk for 30 days. Within such time, another person may submit another offer in writing directed to Economic Development Director Tom Bommarito, One City Square, Suite 215, Warren, MI 48093. If no other offers are received by October 25, 2024, Council's approval of the sale becomes final on the same terms in the resolution.

Consistent with 2-346 of the Code of Ordinances, the proposed sale will relieve the City of the liability and cost to maintain the lot, restore vacant land to the tax rolls, and more constructively conserve open space for the aesthetics of the surrounding area. Although the Assessor has estimated the land value as $11,210.00, the proposed consideration is sufficient when viewed in terms of the public purposes.

If acceptable, please submit the resolution to Council for its meeting on Tuesday, September 24, 2024.

Respectfully,

Mary Michaels
Acting City Attorney

MM/vlt Ltr to M Moore Council re Notice of Intent and Approval of Sale – 21736 Ehlert ID 107907
cc: Christopher Stevenson (w/attach.)
Tom Bommarito, Economic Development Director (w/attach.)
Hunter Manikas, Economic Development (w/attach.)
Annmarie LaDuke, Public Service

Read and concur:

Lori M. Stone, Mayor

RESOLUTION PROVIDING PUBLIC NOTICE OF INTENT TO SELL VACANT TAX-REVERTED PROPERTY AT 21736 EHLERT, WARREN, MICHIGAN, PARCEL NO. 13-36-178-017; APPROVING SALE UPON COMPLETION OF NOTICE PERIOD AND ACCEPTANCE OF GRANT OF EASEMENT RIGHTS

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 24, 2024, at 7:00 p.m. Eastern Standard Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

Present: Councilpersons _____

_____

Absent: Councilpersons _____

_____

The City acquired vacant, tax-reverted property at 21736 Ehlert, Warren, Michigan, Parcel No. 13-36-178-017 ("the Property").

Christopher Stevenson, the land owner of adjacent property, 21748 Ehlert, is interested in purchasing the Property.

The Mayor and Economic Development Director are recommending that the Property be conveyed to Christopher Stevenson (the "Buyer"), which would allow for continuous maintenance of the Property.

Under the terms of the proposed sale, the Buyer would pay $1.00, plus closing costs, the cost of title policy and survey, if necessary, and will agree to combine the parcels, to use the combined property as one buildable lot, and to keep the property maintained and free from narcotics including the growth or cultivation of marihuana. The lot combination may be completed administratively with no fee or hearing.

Any other person interested in purchasing the Property may submit a written offer to Economic Development Director Tom Bommarito at One City Square, Warren, Michigan 48093 no later than October 25, 2024.

THEREFORE, IT IS RESOLVED, that the City of Warren offers for sale the Property located at 21736 Ehlert, Warren, Michigan, Parcel No. 13-36-178-017, Warren, Michigan, described as follows:

Lot 42 – Brodale Subdivision, as recorded in Liber 30, Page 21 of Plats, Macomb County Records.
Parcel Identification No. 13-36-178-017
Commonly known as: 21736 Ehlert

IT IS FURTHER RESOLVED, that the conveyance of the property shall be subject to the reservation of any liens or easements of record, easements rights to access, maintain or replace public utilities, and the execution of restrictive covenants consistent with this resolution.

IT IS FURTHER RESOLVED, that the City accepts the grant of easement upon the Property for purposes of maintaining, replacing, or constructing public utilities, or for temporary access during public improvement projects.

IT IS FURTHER RESOLVED, that a certified copy of this resolution shall be placed and remain on file with the Clerk of the City of Warren for public inspection for a period of thirty (30) days, as required by City Charter, and if no offers are submitted during such period, the approvals in this resolution become final on same terms.

IT IS FURTHER RESOLVED, that, upon completion of the 30-day period, the Mayor and Clerk are authorized to execute a purchase agreement and restrictive covenants to sell the Property to Christopher Stevenson in the amount of One Dollar and 00/100 ($1.00), plus closing costs, consistent with this resolution and in such form that meets with the approval of the City Attorney.

AYES: Councilpersons: _____

_____

NAYES: Councilpersons: _____

_____

Resolution declared adopted on this 24th day of September, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Warren at its meeting held on September 24, 2024.

_____
SONJA BUFFA
City Clerk

ID 107916

21748 EHLERT WARREN, MI 48089 (Property Address)

Parcel Number: 12-13-36-178-016 Account Number: 101950534



Item 1 of 2 1 Image / 1 Sketch

Property Owner: STEVENSON CHRISTOPHER

Summary Information

> Residential Building Summary
- Year Built: 1954
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 936
- Acres: 0.170

> 14 Building Department records found

> Assessed Value: $41,820 | Taxable Value: $41,820
> 1 Special Assessment found
> Property Tax information found
> Utility Billing information found

Owner and Taxpayer Information

Owner	STEVENSON CHRISTOPHER 21748 EHLERT WARREN, MI 48089	**Taxpayer**	SEE OWNER INFORMATION

General Information for Tax Year 2024

Property Class	401 RESIDENTIAL-IMPROVED	**Unit**	12 CITY OF WARREN
School District	EASTPOINTE COMMUNITY SCHOOLS	**Assessed Value**	$41,820
Notes	*No Data to Display*	**Taxable Value**	$41,820
PP CLASS / YEAR	0	**State Equalized Value**	$41,820
NOTES	*Not Available*	**Date of Last Name Change**	10/25/2023
BUSINESS TYPE	*Not Available*	**Notes**	*Not Available*
Historical District	*Not Available*	**Census Block Group**	*Not Available*
NOTES	*Not Available*	**Exemption**	*No Data to Display*

Principal Residence Exemption Information

Homestead Date 10/18/2023

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

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2023	$30,810	$30,810	$24,745
2022	$25,710	$25,710	$23,567
2021	$24,350	$24,350	$22,815

Land Information

Zoning Code	R-1-C	**Total Acres**	0.170
Land Value	$11,220	**Land Improvements**	$127
Renaissance Zone	No	**Renaissance Zone Expiration Date**	*No Data to Display*
ECF Neighborhood	EAST DET 36	**Mortgage Code**	*No Data to Display*
Lot Dimensions/Comments	*Not Available*	**Neighborhood Enterprise Zone**	No

Lot(s)	Frontage	Depth
Lot 1	55.00 ft	135.00 ft
	Total Frontage: 55.00 ft	**Average Depth: 135.00 ft**

Legal Description

BRODALE LOT 41 L30 P21

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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	01/01/0001	**Unallocated Div.s Transferred**	0
Acreage of Parent	0.00	**Rights Were Transferred**	*Not Available*
Split Number	0	**Courtesy Split**	*Not Available*
Parent Parcel	*No Data to Display*		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
08/10/2023	$125,000.00	CD	US BANK	STEVENSON CHRISTOPHER	12-FROM LENDING INSTITUTION NOT EXPOSED	29346/528
06/03/2019	$0.00	OTH	US BANK	US BANK	10-FORECLOSURE	
06/01/2018	$0.00	OTH	MC CORMICK CLYDE & MARILOU	US BANK	33-TO BE DETERMINED	
12/01/2017	$84,191.00	SD	MC CORMICK CLYDE & MARILOU	US BANK	10-FORECLOSURE	25114/024

Building Information - 936 sq ft 1 Story (Residential)

General

Floor Area	936 sq ft	**Estimated TCV**	*Not Available*
Garage Area	308 sq ft	**Basement Area**	0 sq ft
Foundation Size	936 sq ft		
Year Built	1954	**Year Remodeled**	*No Data to Display*
Occupancy	Single Family	**Class**	CD
Effective Age	31 yrs	**Tri-Level**	No
Percent Complete	100%	**Heat**	Forced Heat & Cool
AC w/Separate Ducts	No	**Wood Stove Add-on**	No
Basement Rooms	0	**Water**	*Not Available*
1st Floor Rooms	5	**Sewer**	*Not Available*
2nd Floor Rooms	0	**Style**	1 Story
Bedrooms	3		

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1 Story	Slab	Siding	936 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	308 sq ft	**Exterior**	Siding
Foundation	42 Inch	**Common Wall**	Detached
Year Built	1958	**Finished**	No
Auto Doors	0	**Mech Doors**	0

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21748 EHLERT WARREN, MI 48089 (Property Address)

Parcel Number: 12-13-36-178-016 Account Number: 101950534



Item 1 of 2 1 Image / 1 Sketch

Property Owner: STEVENSON CHRISTOPHER

Summary Information

> Residential Building Summary
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- Half Baths: 0
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> 14 Building Department records found

> Assessed Value: $41,820 | Taxable Value: $41,820

> 1 Special Assessment found

> Property Tax information found

> Utility Billing information found

Owner and Taxpayer Information

Owner STEVENSON CHRISTOPHER 21748 EHLERT WARREN, MI 48089

Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **$836.76**

Pay Now

Legal Description

BRODALE LOT 41 L30 P21

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 9/17/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	$2,103.89	$1,267.13	08/28/2024	**$836.76**	Pay Now
2023	Winter	$39.85	$39.85	02/02/2024	$0.00	
2023	Summer	$1,659.13	$1,659.13	08/23/2023	$0.00	
2022	Winter	$35.95	$35.95	02/10/2023	$0.00	
2022	Summer	$1,580.49	$1,580.49	09/08/2022	$0.00	
2021	Winter	$81.75	$81.75	02/28/2022	$0.00	
2021	Summer	$1,495.38	$1,495.38	08/09/2021	$0.00	
2020	Winter	$37.44	$37.44	02/04/2021	$0.00	
2020	Summer	$1,602.09	$1,602.09	08/25/2020	$0.00	
2019	Winter	$26.29	$26.29	12/30/2019	$0.00	
2019	Summer	$1,121.70	$1,121.70	12/30/2019	$0.00	

Load More Years

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Parcel Number: 12-13-36-178-016 Account Number: 101950534



Item 1 of 2 1 Image / 1 Sketch

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> 14 Building Department records found

> Assessed Value: $41,820 | Taxable Value: $41,820

> 1 Special Assessment found

> Property Tax information found

> Utility Billing information found

Owner and Taxpayer Information

Amount Due

Special Assessment Total Payoff Amount: **$0.00**

Owner	STEVENSON CHRISTOPHER 21748 EHLERT WARREN, MI 48089	**Taxpayer**	SEE OWNER INFORMATION

Legal Description

Legal Description not on file.

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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21748 EHLERT WARREN, MI 48089 (Property Address)

Parcel Number: 12-13-36-178-016 Account Number: 101950534



Item 1 of 2 1 Image / 1 Sketch

Property Owner: STEVENSON CHRISTOPHER

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> 1 Special Assessment found

> Property Tax information found

> Utility Billing information found

Owner Information

Not Available

Amount Due

Property Total	**$0.00**

Permits

To request an inspection, click View

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due

No records to display.

1

Displaying items 0 - 0 of 0

Attachments

Date Created	Title	Record

No records to display.

Displaying items 0 - 0 of 0

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21748 EHLERT Warren, MI 48089 (Property Address)

Parcel Number: 12-13-36-178-016 Account Number: 101950534



Item 1 of 2 1 Image / 1 Sketch

Property Owner: STEVENSON CHRISTOPHER **UB Customer Name:** 101950534 OCCUPANT

Summary Information

> **Residential Building Summary**
- Year Built: 1954
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 936
- Acres: 0.170

> 14 Building Department records found

> Assessed Value: $41,820 | Taxable Value: $41,820
> 1 Special Assessment found
> Property Tax information found
> Utility Billing information found

Customer Information

Amount Due

Total Amount Due $82.43

Pay Now

Name 101950534 OCCUPANT
Address 21748 EHLERT
Warren, MI 48089
Account Number 101950534

Current Bill

Click here for a printer friendly version

Amount Due $82.43 **Bill From** 07/30/2024
Due Date 09/30/2024 **Bill To** 08/30/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
DELINQ NOTICE FEE	$0.00	$0.00	$0.00	$0.00
FINAL BILL CHARGE	$0.00	$0.00	$0.00	$0.00
SEWER	$15.87	$15.87	$0.48	$32.22
SEWER SERVICE CHARGE	$2.03	$2.03	$0.06	$4.12
STATE MANDATED FEE	$3.84	$3.84	$0.12	$7.80
Turn On	$0.00	$0.00	$0.00	$0.00
WATER	$18.02	$18.02	$0.54	$36.58
WATER SERVICE CHARGE	$0.84	$0.84	$0.03	$1.71
	$40.60	**$40.60**	**$1.23**	**$82.43**

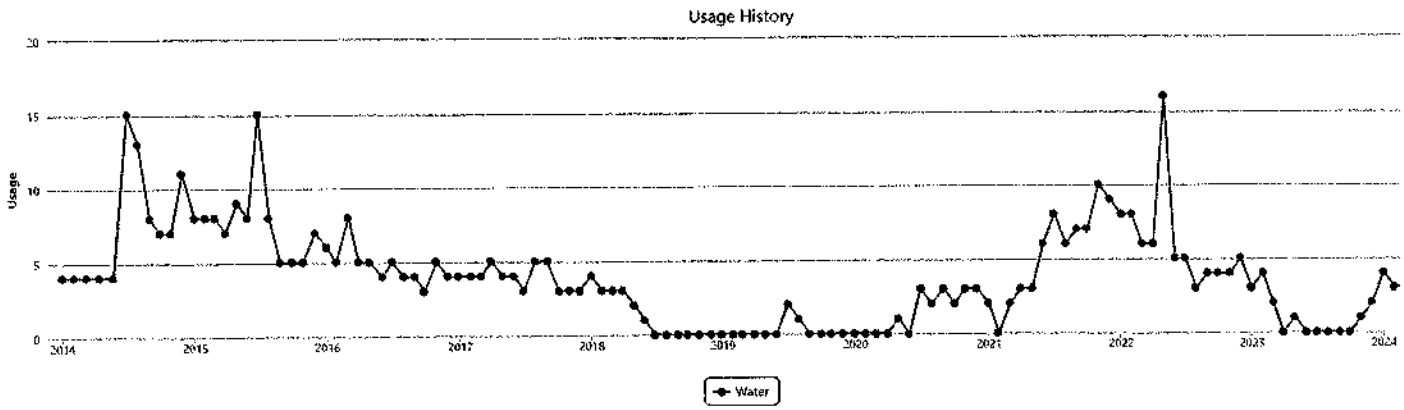
History (418 Items Found)

Starting Date Ending Date

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Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
9/11/2024	Bill Calculated	07/30/24-08/30/24		0.00	0.00	$40.60	$82.43
9/9/2024	Penalty			0.00	0.00	$1.23	$41.83
8/30/2024	Meter Read	Water	Auto Read	632.00	4.00	$0.00	$40.60
8/13/2024	Bill Calculated	06/30/24-07/30/24		0.00	0.00	$40.60	$40.60
7/30/2024	Meter Read	Water	Auto Read	628.00	4.00	$0.00	$0.00
7/29/2024	Payment Posted	R24-213603		0.00	0.00	($20.37)	$0.00
7/12/2024	Bill Calculated	05/31/24-06/30/24		0.00	0.00	$20.37	$20.37
6/30/2024	Meter Read	Water	Auto Read	624.00	2.00	$0.00	$0.00
6/13/2024	Payment Posted	R24-152625		0.00	0.00	($59.16)	$0.00
6/11/2024	Bill Calculated	04/29/24-05/31/24		0.00	0.00	$29.14	$59.16
6/7/2024	Penalty			0.00	0.00	$0.88	$30.02
5/31/2024	Meter Read	Water	Auto Read	622.00	3.00	$0.00	$29.14
5/14/2024	Bill Calculated	03/28/24-04/29/24		0.00	0.00	$29.14	$29.14

Usage History Chart



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21736 EHLERT WARREN, MI 48089 (Property Address)

Parcel Number: 12-13-36-178-017



Item 1 of 1 1 Image / 0 Sketches

Property Owner: CITY OF WARREN

Summary Information

> Assessed Value: $0 | Taxable Value: $0
> 2 Building Department records found
> Property Tax information found

Owner and Taxpayer Information

Owner	CITY OF WARREN ONE CITY SQUARE WARREN, MI 48093	**Taxpayer**	SEE OWNER INFORMATION

General Information for Tax Year 2024

Property Class	402 RESIDENTIAL-VACANT	**Unit**	12 CITY OF WARREN
School District	EASTPOINTE COMMUNITY SCHOOLS	**Assessed Value**	$0
Notes	*No Data to Display*	**Taxable Value**	$0
PP CLASS / YEAR	0	**State Equalized Value**	$0
NOTES	*Not Available*	**Date of Last Name Change**	10/29/2015
BUSINESS TYPE	*Not Available*	**Notes**	*Not Available*
Historical District	*Not Available*	**Census Block Group**	*Not Available*
NOTES	*Not Available*	**Exemption**	*No Data to Display*

Principal Residence Exemption Information

Homestead Date 03/01/1994

Principal Residence Exemption	June 1st	Final
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

Zoning Code	R-1-C	**Total Acres**	0.170
Land Value	$0	**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/Comments	*Not Available*	**Neighborhood Enterprise Zone**	No

Lot(s)	Frontage	Depth
Lot 1	55.00 ft	135.00 ft
	Total Frontage: 55.00 ft	**Average Depth: 135.00 ft**

Legal Description

BRODALE LOT 42 L30 P21

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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	01/01/0001	**Unallocated Div.s Transferred**	0
Acreage of Parent	0.00	**Rights Were Transferred**	*Not Available*
Split Number	0	**Courtesy Split**	*Not Available*
Parent Parcel	*No Data to Display*		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
10/20/2015	$1,249,555.00	QC	MACOMB COUNTY TREASURER	CITY OF WARREN	33-TO BE DETERMINED	23688/464
10/25/2011	$50.00	QC	MACOMB COUNTY TREASURER	AMAZING BLUE CAPITAL LLC	33-TO BE DETERMINED	20969/840
09/26/1990	$33,000.00	WD			03-ARM'S LENGTH	

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WARREN
DEPARTMENT OF COMMUNITY, ECONOMIC
& DOWNTOWN DEVELOPMENT

One City Square, Suite 215
Warren, MI 48093-6726
(586) 574-4529
www.cityofwarren.org

5/24/2024

Chris Stevenson
21748 Ehlert, Warren, MI, 48089

RE: City-Owned Property at 21736 Ehlert, Warren, Michigan
Parcel No. 13-36-178-017

Dear Chris Stevenson:

The purpose of this letter is to ascertain your interest in acquiring city-owned property located at 21736 Ehlert, Warren, Michigan, Parcel No.13-36-178-017

This property is vacant land, which the City of Warren acquired through the tax foreclosure process. We are seeking buyers who are live or own property adjacent to he land, who will combine the two properties and maintain them as one lot, which would benefit the buyer and the surrounding neighborhood. The primary terms of the sale would include:

- Purchase price of $1, plus title policy cost and recording fee and half of the closing costs, if applicable;
- Conveyance with a quit claim deed; the City only sells its interest in the land, with no warranties associated with a warranty deed. You would purchase the land "as is";
- The property must be legally combined with your adjacent land at 21748 Ehlert. (commonly handled administratively without an additional fee or hearing);
- Or, if a business, to serve the purposes of the adjacent business;
- The combined property must be used as one buildable residential lot;
- The buyer's mortgage company must consent to the combination;
- The sale must be approved by the Warren City Council, subject to a 30 day period for other parties to submit a competing offer. If other offers are submitted, the offers are returned to the Council for a final decision;
- You must be current on all taxes, water and sewer charges, and assessments;
- Restrictive covenants must attach to the combined property:

  No cultivation, distribution or growth of marihuana

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Keep the property maintained;
Grant to the City an easement to access, maintenance, replacement or construction of public utilities, if needed;
Grant a temporary construction easement, if needed, for any future public improvement project (typically for staging, grading or regrading purposes);
No short-term rentals permitted.

We encourage all buyers to obtain a survey prior to the sale. Although not technically required, a survey would show detail about the land, such as encroachments or any unrecorded easements that might not appear in the title commitment or our building records. Without a survey, a buyer must sign a hold harmless agreement to waive any liability against the City for any defect in the property that may become known at a future date. The purchase agreement may include other terms or conditions specific to the land sale.

If you are interested in purchasing the property on these terms, we will request the Warren City Council to approve the sale. To begin the process, please sign the letter at the bottom where indicated, and complete the contact information. All other parties with an ownership interest in 21736 Ehlert must be identified, sign, below and the purchase agreement, and appear on the deed to 21736 Ehlert. You are responsible for identifying the type of ownership you prefer, such as tenants in common, joint tenants or tenant by the entireties, and if a business, for furnishing the business name, and the evidence of the authority of the officer or representative to bind the business.

Should you have any questions, or would like additional information, please call my office at 586-574-4604.

Sincerely,

DocuSigned by:
Tom Bommarito
6F52A3F825A947D...

Tom Bommarito, Director of Community/Economic Development

By signing below, you are acknowledging:

- You will agree to the sale on terms specified in this letter;
- This is merely an expression of interest and is not a formal offer to purchase or sell the property, and does not create any obligation or bind either the City of Warren or the undersigned;
- A purchase agreement must be approved by the Warren City Council documenting these terms and others, and third parties will have 30 days to submit a competing offer;
- Following Council approval, a purchase agreement must be signed within 30 days of receipt from the City Attorney, or the property may be offered to another party;

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- Upon receiving the title commitment, the closing must occur within 45 days or the offer may be rescinded, and property may be offered to another party.
- If you no longer own the adjacent land, the City reserves, in it sole discretion to either withdraw this offer, or renegotiate the purchase price, as the land combination is a part of the consideration for the sale, and value to the public.

Please print your full legal name below the signature, and, the names of all parties on the deed to your existing land at 21748 Ehlert. This must be signed by your spouse. Any other party to be added to the deed must be disclosed, with name and phone number, and all parties must sign the purchase agreement and other documents to complete the sale.

DocuSigned by:
Christopher Stevenson
904488CFD1DE4BF...

Signature

Date: 05-27-2024

christopher stevenson

Please Print Legal Name

christopher stevenson [redacted]

Phone Number

spartyon817@yahoo.com

E-mail Address

Other Interested Parties:

Date:

Signature:

Please Print Legal Name

Relationship:

Phone Number

E-mail Address

CITY OF WARREN - OFFICE OF THE ASSESSOR 586-574-4532

M E M O R A N D U M

DATE: MAY 22, 2024

TO: Hunter Manikas

FROM: Shelley Gentner, Deputy Assessor

RE: Valuation Request, City Owned Property

Pursuant to your request for valuation of the above captioned property, please be advised of the following:

Address: 21736 Ehlert - Vacant Lot

Site Description: 55' x 135' Lot

Tax Status: Exempt

Estimated valuation of property based on 2024 Assessment Roll, value reflective of 12/31/2023:

Land Value: $11,210

Estimated True Cash Value $11,210

Estimated Assessed Value $5,605

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

TO: Tom Bommarito, Economic Development Director
Department of Public Service

FROM: Tina Gapshes, City Engineer

DATE: April 25, 2024

RE: 21736 Ehlert Avenue
Parcel # 13-36-178-017

Pursuant to your request, the Engineering Division has investigated the above referenced property and has the following information:

- Brodale (L30, P21); Lot 42
- 135' (east and west) x 55' (north and south) +/- lot size
- This lot is located on the east side of Ehlert Ave, north of Toepfer Road.
- There is an existing 6 foot easement along the east property line.
- There is no fence along the north side of the lot.
- There are some low areas, but no standing water.
- There is a wood fence on the south side and a chain link fence along the east and north sides of the lot.

There are probably no easements on this property other than the above noted platted easement. However, a Title Commitment would be necessary to know with confidence if any easements existed.

Tina G. Gapshes, P.E.
City Engineer

cc: Hunter Manikas, Community and Economic Development Aide

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2024, by the City of Warren, a Michigan municipal corporation ("Seller"), whose address is One City Square, Warren, Michigan 48093, and Christopher Stevenson, whose address is 21748 Ehlert, Warren, Michigan 48089 (the "Purchaser").

RECITALS

1. The Seller owns certain property located at 21736 Ehlert in the City of Warren, County of Macomb, State of Michigan (the "Property").

2. Purchaser is the land Owner of adjacent property at 21748 Ehlert, Warren (the "Adjacent Property"), and desires purchase the Property from the Seller to combine with his Adjacent Property, and for the price and subject to the terms and conditions in this Agreement.

3. Seller is willing to sell the property to the Purchaser for the price and subject to the terms, conditions and limitations contained in this Agreement.

Therefore, in consideration of the mutual promises of the parties as contained in this Agreement, the parties agree as follows:

PURCHASE AND SALE OF REAL PROPERTY

Seller agrees to sell and Purchaser agrees to purchase the following property described as follows:

> Lot 42 – Brodale Subdivision, as recorded in Liber 30, Page 21 of Plats, Macomb County Records.
> Parcel Identification No. 13-36-178-017
> Commonly known as: 21736 Ehlert

The above property shall be referred to as "the Property" in this agreement. The concise description of the Property shall be based upon a complete ALTA/NSPS survey, if Purchaser obtains one. The parties agree that the conveyance of the Property is subject to the terms, conditions and limitations contained in this Agreement.

PURCHASE PRICE

Purchaser shall pay the purchase price for the Property the sum of One Dollar and 00/100 ($1.00), plus all closing costs, subject to adjustment and prorations as provided in this Agreement. This purchase price is intended as full monetary consideration and compensation for the Property, together with all improvements, fixtures, easements, appurtenances, mineral rights, and all other Property interests. The Property is vacant, and no fixtures or personal property are included in this sale.

TERMS OF PAYMENT

The purchase price shall be paid by Purchaser to Seller at closing by cash.

CONVEYANCE

Upon completion of the conditions in this document and execution of restrictive covenants in the form attached as Exhibit A, Seller shall convey to the Purchaser its legal title to the Property by executing and delivering a standard form Quit Claim Deed ("Deed").

Purchaser agrees to accept the conveyance, which is subject to the combination of the Property with Purchaser's Adjacent Property at 21748 Ehlert, Warren, Michigan, and the covenant to only use or sell the Property as a single-standing buildable lot, and to never use the combined Property for the cultivation, distribution, processing, or growth of any controlled substance, including medicinal marihuana, or for any adult, sexually-oriented business as defined in the City of Warren Codes of Ordinances, and to keep the Property maintained in a condition in compliance with the Code of Ordinances of the City of Warren. All parties with a legal interest in the Property or the Adjacent Property must sign the Restrictive Covenants and lot combination application. Purchaser shall execute a restrictive covenant consistent with these agreements at the time of the closing. These covenants are intended to serve a public purpose as part of the consideration, and shall run with the land, and be binding upon subsequent owners, assigns, transferees, and heirs, unless otherwise allowed by the governing body of the City of Warren. Purchaser is solely responsible for obtaining any clearances necessary from any mortgagee or lienholder that may have a recorded interest to the Adjacent Property. Any obligation Purchaser may owe to the City of Warren must be satisfied prior to completion of the transaction.

This conveyance is subject to, and Purchaser is responsible for having, the land contract vendor(s) execute the lot combination application and restrictive covenants.

LEGAL DESCRIPTION AND SURVEY

If necessary for a title policy without exceptions, Purchaser shall be responsible for obtaining a complete ALTA/NSPS survey showing all boundaries, easements for public utilities and driveways, and zoning ordinances, if any, and shall provide a copy to Seller and the title company prior to Closing. Purchaser shall have the right to give Seller written notice of objection to any encumbrance, lien, charge or claim upon to or against the Property as may be disclosed by the survey. Upon such notice, Seller may give Purchaser notice within 10 days of its intent to cure any such defects, at Seller's sole expense. If such notice to cure is not provided to Purchaser, Purchaser may either provide notice of termination, which shall be provided within the period of the 10th to the 15th day of its notice of objection to Seller, or Purchaser will accept the Property with the defects, and proceed with the purchase. If Purchaser does not elect to obtain a survey, Purchaser agrees to sign a waiver of a survey at closing, and to hold harmless the City of Warren for any encroachment, easement, boundary or setback discrepancy, or title defect or any other claim that may relate to the property condition.

TITLE POLICY

1. Commitment for Title Policy. Seller has delivered to Purchaser a title search report, and within 30 days will furnish Purchaser with a commitment for a policy of title insurance, if available for issuance, by a title insurance corporation, for an amount of $1,000.00, and bearing date later than the acceptance of this Agreement ("Title Commitment"), or as soon as such commitment is available from the title company. The

parties agree the commitment will be ordered from ATA National Group Title Group. Title insurance may not be available for the reason the property was formerly tax-reverted.

2. Title Objections. If objection to the title or proposed policy is made that the title is not in the condition required for performance hereunder, Purchaser must provide Seller with written notice of the objection within 10 days from receipt of the title commitment, and the Seller shall have 20 days from the date of written notification from Purchaser of the particular defects claimed, to either; 1) commence action to remedy the title; or 2) obtain title insurance modified or amended to eliminate the objection and defect; or 3) provide written notice of termination of this agreement. If the Seller elects to remedy the title or obtain a modified title policy, Seller will provide Purchaser with written notice of its intent to pursue the remedies, and Purchaser agrees to complete the sale within 10 days of written evidence of the remedies. The closing will be delayed pending completion of such remedies. If Seller commences an action to remedy title, then Purchaser's obligation to purchase shall continue until the disposition of such action. If the title is not successfully remedied through such action, then Purchaser may terminate this agreement with no further obligation on the part of Seller or Purchaser, or purchase the property with the title defect. If no remedies are taken, or Purchaser does not terminate, and Purchaser elects to purchase the property, any defects to title shall be considered to be waived by Purchaser, and Purchaser will accept title with title defects or objections.

ENVIRONMENTAL INSPECTIONS

Purchaser is responsible for procuring a Phase 1 environmental site assessment or evaluation, together with any other wetland studies, land reviews or other assessments of the Property, within 30 days of this Agreement. In the event any environmental or soil contamination or other adverse condition is disclosed, Purchaser shall submit a copy of the Phase I report to Seller within five days of the report. If environmental or soil contamination is present, Purchaser may terminate this Agreement, with no further obligation of either party, upon notice of termination to Seller, within 30 days of this Agreement. In the alternative, and subject to Seller's consent, Purchaser may purchase the Property notwithstanding such contamination, or provide Seller with written notice of its termination of this agreement, subject to any indemnification obligations in this agreement. It is understood that the property will be purchased "as is," subject to any contamination objections, or irregularities.

CONTINGENCY/INSPECTION PERIOD

1. In addition to other contingencies in this Agreement, Purchaser shall have 30 days after receipt of fully accepted Offer ("Inspection Period") to inspect the Property and records including, but not limited to the following:

a) well and septic system;
b) pest inspection;
c) search governmental records, pending violations, or notices of violations from any insurance or governmental agency;
d) litigation and bankruptcy search; and
e) baseline environmental study.

2. If Purchaser determines that he does not wish to proceed with the Purchase based upon an objection to any defective condition disclosed by one of the above inspections, Purchaser shall provide Seller with a copy of the inspection report, and Seller has the option, within 10 days' notice to Purchaser, to cure the defect within 30 days of such notice. If Seller does not provide such notice to cure, then Purchaser, upon written notice to Seller prior to the end of the Inspection period, may terminate this Agreement, and this Purchase Agreement shall be terminated. Subject to the indemnification obligation below, the parties shall have no further obligation or liabilities to the other. Purchaser shall promptly return any materials Seller furnished to it in connection with its inspection of the Property, and restore any damaged property which occurred during the inspections, within 10 days of termination, or will be responsible for the costs of such restoration.

3. If Purchaser has any outstanding obligation owed to the City, such obligation must be satisfied within 30 days of this Agreement, or Seller, at is sole election, may terminate this Agreement upon written notice to Purchaser. Thereafter, no obligations shall remain outstanding until Closing.

INDEMNIFICATION

Notwithstanding anything to the contrary in this document, Purchaser, jointly and severally, for himself, his family, successors, heirs, legal representatives, and assigns, agrees to indemnify, defend, hold harmless Seller against, for, and from, all liability, loss, costs or expenses (including costs of defense, investigation and reasonable attorney fees) which may result from, relate or arise out of any of Purchaser's or his contractor's or agent's use, possession, inspection, or occupancy of the Property during the time this Purchase Agreement is in effect, up to Closing, and for any claim, demand, liability or damage that may result from or relate to the soil condition, environmental contamination, grading, condition or availability of utilities, including sewer taps or drains, setback areas, boundaries, conditions of title, such a encumbrances, unrecorded easements or interests, possessory or occupancy rights or claims, title defects, or other conditions relating to or arising out of the Property or this conveyance

If Purchaser fails to close the transaction, Purchaser shall remain obligated to repair, in a commercially reasonable manner, any damage to the Property caused by the Purchaser or his employees, contractors or agents in connection with the performance of any inspection, work or other act preliminary to the Closing.

These obligations shall survive closing and are supplemental to other releases and indemnifications obligations contained in this Agreement.

CLOSING

1. If this Offer is accepted by the Seller, and if title can be conveyed in the required condition, Purchaser and Seller agree to complete the sale within 20 days from the expiration of the Inspection Period or of Purchaser's acceptance of any test or remedial action or cure made by Seller as provided in this Agreement, whichever occurs later. The closing of this sale shall take place at the office of the Purchaser, unless the parties agree upon another location. The Seller shall be responsible for preparing the documents for the closing, and the closing documents shall be delivered for the Purchaser's review at least 10 days before the closing. All taxes must be paid, and all outstanding obligations Purchaser may have to Seller, must be fulfilled prior to closing.

2. At the closing, the Seller shall sign and deliver to Purchaser a quit claim deed to the Property conveying its interest in the Property, subject to any interests of record. Purchaser will execute the restrictive covenants consistent with this Agreement. Purchaser will pay for closing costs, revenue stamps, transfer taxes, recording costs, and shall record the transfer affidavits. Purchaser shall pay for the title insurance premium. Each party shall pay for their own attorney and other professional fees. Each party shall sign a closing statement memorializing the transaction. At closing, Seller will have issued an owner's policy of title insurance in the standard American Land Title Association form, insuring Purchaser as the vested title owner of the Property in the amount of $1,000.00. Purchaser will pay for the cost of such policy. Each party shall produce documents to evidence their authority to enter into and execute the closing documents. Purchaser is responsible for preparing and filing their own Principal Residence Exemption, if applicable.

3. Seller has not possessed or occupied or inspected the property. The property is vacant, tax-reverted land. Purchaser acknowledges that Seller has made its building records available to Purchaser for inspection and/or copying, and encouraged a survey and inspections before Closing, but is otherwise is not required to provide a Seller's Disclosure Statement.

4. It is further understood that Seller is unable to guarantee this Property is insurable by a title company. The Property is being sold "as is," and upon Closing, Purchaser, for themselves, their family, heirs, successors and legal representatives, are accepting the Property with any title defect, encumbrance, soil condition, contamination, boundary error or any unrecorded use or restriction, third-party occupancy claim or right, whether known or unknown.

TAXES - PRORATED ITEMS

All taxes and assessments which have become a lien upon the land at the date of this Agreement shall be paid by the Seller, except current taxes if any shall be prorated and adjusted as of the date of the Closing.

REPRESENTATION, WARRANTIES, AND COVENANTS

1. Purchaser represents and warrants to, and covenants with Seller, the following as of the Effective Date, which representations, warranties, and covenants shall remain true as of the Closing Date:

   a. Purchaser has the full authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations under this Agreement;
   b. All requisite actions necessary to authorize Purchaser to enter into this Agreement and the remaining agreements provided for and to carry out its obligations have been, or by the Closing Date will have been, taken;
   c. All documents and agreements executed and delivered by Purchaser in connection with the Purchase shall be binding upon, and enforceable against, Purchaser; and
   d. No other person or entity has an interest in the Adjacent Property, or Purchaser has obtained the approval of any person or entity with an interest, to combine the properties or otherwise agree to the terms of this Agreement.

2. Purchaser agrees to accept the title to the Property "as is". Seller has made no representations or warranties with regard to the Property, surface, subsurface or any matter affecting title. Purchaser is responsible for independently investigating the title to the Property, the surface, subsurface, and any environmental issues that may arise from any pollution of the soil or groundwater, to its satisfaction, and waives and releases Seller from any claims by Purchaser, whether environmental or otherwise, with regard to the condition of or title to the Property.

3. The foregoing obligations, representations, releases and covenants shall survive closing.

POSSESSION

The Seller shall deliver and the Purchaser shall accept possession of the Property at the time of closing.

DEPOSIT

The parties acknowledge that no down payment has been deposited in connection with this offer, and no credit for deposit money shall be made to the purchase price if the sale is completed.

NOTICES

All notices, deliveries or tenders given or made in connection herewith shall be deemed completed and legally sufficient, if mailed or delivered to the respective party for whom the same is intended at the addresses below:

Seller:	Economic Development Director City of Warren One City Square, Suite 200 Warren, MI 48093
With a copy to:	City Attorney City of Warren One City Square, Suite 400 Warren, MI 48093
Purchaser:	Christopher Stevenson 21748 Ehlert Warren, MI 48089

ADDITIONAL CONDITIONS

1. The covenants herein shall bind the heirs, administrators, executors, assigns, personal representatives and successors of the respective parties.

2. It is understood that the Property is being purchased in its present condition and will be delivered by the Seller to the Purchaser in substantially the same condition as when this Offer was made. Seller shall take all reasonable measures to preserve and protect the Property and to keep it maintained in its current condition.

3. Seller represents and warrants that there are no pending, threatened, or existing lawsuits administrative actions, claims or demands relating to the subject Property and further holds Purchaser harmless from the same.

4. "Superfund" Act. To the best of Seller's knowledge, no landfill exists on the Property and no hazardous waste or material has been deposited on the property and the property is free from any environmental problems as set forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund"). This warranty, representation shall not affect any duty to inspect by the Purchaser pursuant to the Agreement, or the indemnification provided by Purchaser.

5. Representation of Authority - No warranty of Title. Seller warrants and represents that it has the authority to accept this Agreement of Sale. Seller does not warrant title, as the property was acquired through the tax-reversion process conducted by the County of Macomb, Michigan.

6. Additional Documents. Each party agrees to execute any additional documents reasonably requested by the other to carry out the intent of this Agreement.

7. No Broker. It is acknowledged by both parties that no Broker was utilized by either party in this transaction, and therefore no broker or advisory fees will be assessed to either party. It is further understood that no promises have been made other than those that are in writing and signed by all parties involved (no verbal agreements will be binding).

8. Survival of Representation and Warranties. The representations and warranties as set forth in this Agreement shall be continuing and survive the Closing.

9. Date of this Agreement. For the purposes of the transaction, the Agreement shall be effective the date of the signature of the last party to sign this Agreement.

10. Prior Agreements. Seller represents and warrants that Seller has not entered into any other Agreement for the sale of the Property, or any part thereof. Purchaser agrees to conditions set forth in Letter of Interest dated May 24, 2024, which Purchaser signed on May 27, 2024. Except for terms of such letter, there are no agreements, oral or written, leases, easements, licenses, court decrees or judgments, third party claims, demands, or causes of action, which would be a charge, encumbrance or claim against, or restrict the use of the Property to be sold.

11. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

12. Saturdays, Sundays and Holidays. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

13. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14. No Adverse Information. Seller represents and warrants that it has no adverse information with regard to the real estate which it has not disclosed to Purchaser and that there are no judicial or administrative proceedings pending or threatened against the real estate and Seller is not aware of any facts which might result in any action, suit or other proceedings.

15. Eminent Domain. If before closing, the real estate is taken by eminent domain, Purchaser may terminate this Agreement. If Purchaser terminates, neither Seller nor Purchaser shall have any further obligation and the earnest money deposit will be promptly returned to Purchaser. If Purchaser does not terminate, this Agreement will remain in effect and Seller will assign to Purchaser all of Seller's rights to receive any awards that may be made for such taking.

16. Cooperation. The parties agree to cooperate with each other in carrying out the transaction, in obtaining and delivering all required closing documents, and obtaining the required governmental approvals, and agree to use their best efforts to expeditiously accomplish same. In addition, Seller agrees to cooperate in the platting of the property including, but not limited to signature when required and providing existing documents.

17. Risk. All risk of loss or damage to the property shall be upon Purchaser.

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

19. This Offer to Purchase is subject to the parties' attorney approval. No representation or recommendation is made by the Presenter as to the legal sufficiency, legal effect or tax consequences of this Offer to Purchase or the transaction relating thereto; the parties shall rely solely upon the advice of their own legal counsel as to the legal and tax consequences of this Offer to Purchase. All Purchasers of real estate should have their title examined by an attorney.

20. In the event, prior to closing, Seller shall desire to restructure this transaction as a tax deferred exchange for property identified by Seller, pursuant to §1031 of the Internal Revenue Code, Purchaser, as an accommodation to Seller, shall enter into and execute any such amendatory documentation as Seller may reasonably request; provided however, that Purchaser shall not incur any additional cost, expense, risk or potential liability whatsoever on account thereof. Purchaser shall have no liability to Seller whatsoever in the event the subject transaction is found, held or adjudicated not to qualify as or as a part of a tax deferred exchange pursuant to §1031 of the Internal Revenue Code. Notwithstanding the foregoing, no failure to close of any transaction involving any premises to be exchanged shall affect Seller's obligation to convey the Subject Premises as and when required hereunder.

Signatures on next page

WITNESSED BY:

_____

PURCHASER:

By: _____
Christopher Stevenson

Date: _____

WITNESSED BY:

_____

SELLER:

By: _____
Lori M. Stone, Mayor

Date: _____

_____

By: _____
Sonja Buffa, City Clerk

Date: _____

ID 107917

EXHIBIT A

DECLARATION OF RESTRICTIVE COVENANTS AND GRANT OF EASEMENT ACCESS

The City of Warren, a Michigan municipal corporation located at One City Square, Warren, Michigan ("Grantor"), and Christopher Stevenson, whose address is 21748 Ehlert, Warren, Michigan 48089 (the "Grantee") agree to the property restrictions contained in this document.

The parties stipulate that:

Grantor conveyed to Grantee Christopher Stevenson certain property (the "Property"), located in the City of Warren, Michigan, legally described as:

> Lot 42 – Brodale Subdivision, as recorded in Liber 30, Page 21 of Plats, Macomb County Records.
> Parcel Identification No. 13-36-178-017
> Commonly known as: 21736 Ehlert

The Property has been vacant for many years. As part of the consideration, Grantor approved the conveyance of the Property, in part, to further certain public purposes, such as enhancing the quality of the surrounding neighborhood, reducing congestion, increasing setback areas, improving the aesthetics of the area, and restoring the Property to a responsible owner. Christopher Stevenson, for himself, his family, heirs, successors and assigns, agrees to the terms of the document.

Grantee is owner of the adjacent residential lot at 21748 Ehlert (the "Existing Lot"), legally described as:

> Lot 41 – Brodale Subdivision, as recorded in Liber 30, Page 21 of Plats, Macomb County Records.
> Parcel Identification No. 13-36-178-016
> Commonly known as: 21748 Ehlert

Grantee agrees, within 60 days of the sale, to have the Property combined with the Existing Lot as one parcel with one ownership interest. The Existing Lot, combined with the Property, shall be referred to in this document as the Expanded Property.

As part of the consideration for the Property, Grantee, Christopher Stevenson, for himself, his family, heirs, successors, transferees and representatives and any person claiming an interest in the Property, agrees with the Grantor, City of Warren, that the conveyance of the Property is made subject to the following restrictions and limitations as to the use of the Property and the Expanded Property:

1. The Property shall not be used or developed as a stand-alone building site. The use and occupancy of the Property is further subject to the terms of the Resolution of the Warren City Council dated September 24, 2024.

2. The Property shall be combined with the Existing Lot, commonly known as 21748 Ehlert, legally described as: Lot 41 – Brodale Subdivision, as recorded in Liber 30, Page 21 of Plats, Macomb County Records; Parcel No. 13-36-178-016. The Property and the Existing Lot, together are referred to in this document as the Expanded Property, and shall be used and occupied as one single residential buildable lot and ownership interest. The Property shall not be developed, used, owned or occupied for any purpose independently from the Expanded Property. Upon combination, these provisions shall apply to the Expanded Property to the same extent as the Property.

3. The Expanded Property shall be owned and occupied for strictly private, single-family residential purposes for one household in connection with the Existing Lot.

4. The Expanded Property shall be used, owned and occupied with only one residential dwelling house and garage, and no additional house, garage, or structure will be erected on the Expanded Property, except that a shed may be allowed with an approved permit.

5. The use and development of the Expanded Property shall comply with the Zoning Ordinances of the City of Warren.

6. The Expanded Property shall never be used, occupied, maintained or developed for the growth, use, sale, distribution or production of marijuana or other controlled substance, including medical marihuana. Grantor understands that the stated restrictions or activities may be otherwise legally permissible on the Property, and expressly waives the right to the exercise of such uses or activities upon the Property.

7. The Expanded Property shall never be used, occupied, maintained or developed for any sexually oriented business or adult business, as defined or classified within the City of Warren Code of Ordinances or the City of Warren Code of Zoning Ordinances, and any amendments or replacements to such sections, or any similar or prurient businesses or activities that may be offensive to or incompatible with the character of the surrounding neighborhood.

8. Grantee will provide access to the Grantor, or other entity with jurisdiction over the utility, over, under, upon and through the Property or Expanded Property, to maintain, repair, replace, construct or inspect a public utility. Grantee agrees to not encumber or encroach the utility, easement or access thereto, and will remove any obstruction or encroachment located upon the easement area or access thereto, upon advance notice.

9. The Expanded Property shall be used, occupied, developed and maintained in accordance with the City of Warren Code of Ordinances and other applicable laws, codes, or regulations, or conditions of the local governing body or zoning board of review or planning commission concerning the property.

10. The provisions of this Agreement may be enforceable by the City of Warren and its successor, assigns or receivers, or third parties affected by any violation of this Agreement, by proceedings at law or in equity against any violation or attempted violation of this Agreement, either to restrain and enjoin the violation or to recover damages from Grantee, including his heirs, devisees and assigns for any violation of the above restrictions but only with respect to the title and interest of an owner committing or permitting the violation and with respect to the land owned by such owner.

11. The above covenants and restrictions are to run with the land and be binding upon Grantee and his heirs, devisees, executor, administrators, assigns and successors in interest.

12. The above covenants and restrictions shall be recorded with the Macomb County Register of Deeds, and any conveyance of the Expanded Property shall be subject to the restrictions.

13. The restrictions are for the benefit not only for the City of Warren but for the owner or owners of the lots adjoining in the neighborhood.

14. Compliance may be enforced by injunction obtained by the City of Warren as to Grantee or any subsequent owner or lessee violating or permitting violation of these restrictions.

15. The title and rights of Grantee or of any of his successors in title, including his heirs, devisees and assigns shall at the option of the City of Warren, revert to the City of Warren, for any violation of the above restrictions but only with respect to the title and interest of an owner committing or permitting the violation and with respect to the land owned by such owner.

16. If any section of this Declaration of Restrictive Covenant is found to be unconstitutional or invalid by a court of competent jurisdiction, that section shall be severable, and the remaining provisions shall have full force and effect.

WITNESSED BY:

_____

GRANTEE:

By: _____
Christopher Stevenson

Signatures on next page

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by CHRISTOPHER STEVENSON, Grantee.

_____
, Notary Public
Macomb County, Michigan
My commission expires:
Acting in the County of Macomb

WITNESSED BY:

GRANTOR: CITY OF WARREN

_____

By: _____
Lori M. Stone, Mayor

_____

By: _____
Sonja Buffa, City Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by LORI M. STONE, Mayor, and SONJA BUFFA, City Clerk, on behalf of Grantor.

_____
, Notary Public
Macomb County, Michigan
My commission expires:
Acting in the County of Macomb

Drafted by and when recorded return to:
Mary Michaels, Esq.
City of Warren Attorney's Office
One City Square, Suite 400
Warren, MI 48093

ID 107918

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

MEMORANDUM

DATE: September 17, 2024

TO: Mindy Moore, Council Secretary

RE: Appointment to Commission on Disabilities

City Council:

Pursuant to the provision of Section 2-265 of the Warren Code of Ordinances and by the authority vested in me, I hereby notify you of the following appointment:

Name	Appointment	Date of Expiration
Karen Keffer	New Appointment	February 28, 2027

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

Respectfully submitted,

Lori M. Stone
Mayor

Cc: Clerk
Commission on Disabilities

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Thu 2/8/2024 2:01 PM

To:Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

ADA/Disability

Name

Karen Keffer

Address

[redacted]
Warren, MI [redacted]
Map It

Home Phone

[redacted]

Work Phone

[redacted]

Cell Phone

[redacted]

Email

[redacted]

Driver's License Number (for internal use ONLY)

[redacted]

Number of Years a Warren Resident

30+

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

AIU Adjunct Professor
Teacher Detroit Public Schools - Retired
Equity Lead - Detroit Public Schools - Retired
Technology Coach - Detroit Public Schools - Retired

Macomb County Community Services Agency - Headstart

St. Ambrose Academy Preschool Program Manager

Education

Jones International University - Doctorate Educational Administration

Northcentral University - Master of Arts Early Childhood

Concordia University - Master of Arts Curriculum and eLearning

University of Phoenix - Master of Arts Curriculum and Technology

Wayne State University - Bachelor of Science Elementary Education Minor Early Childhood

Macomb County Community College - Associate of Arts General Studies

Affiliations (Clubs, Fraternal, Military, Church, etc.)

NAEYC

MaCUL

Warren Garden Club

Warren Historical Society

Please feel free to add any additional information

I would like to be on this commission because I am physically disabled myself. I rely on a walker and a wheelchair and have distorted vision in one eye.

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

[redacted] WARREN, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: KEFFER KAREN M

Summary Information

> Residential Building Summary
- Year Built: 1960
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 888
- Acres: 0.165

> Assessed Value: $84,770 | Taxable Value: $57,450
> Property Tax information found
> Utility Billing information found

Owner and Taxpayer Information

Owner KEFFER KAREN M [redacted] WARREN, MI [redacted]

Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **$1,204.02**

Pay Now

Legal Description

"BLOOMFIELD GARDENS SUBDIVISION" LOT 10 L.46 P.19&20

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 9/13/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	$2,999.25	$1,795.23	08/28/2024	**$1,204.02**	Pay Now
2023	Winter	$88.17	$88.17	01/03/2024	$0.00	
2023	Summer	$2,833.82	$2,833.82	01/03/2024	$0.00	
2022	Winter	$79.56	$79.56	12/27/2022	$0.00	
2022	Summer	$2,698.89	$2,698.89	12/28/2022	$0.00	
2021	Winter	$180.81	$180.81	12/28/2021	$0.00	
2021	Summer	$2,545.61	$2,545.61	12/31/2021	$0.00	
2020	Winter	$82.79	$82.79	12/23/2020	$0.00	
2020	Summer	$2,612.87	$2,612.87	12/29/2020	$0.00	
2019	Winter	$77.13	$77.13	12/30/2019	$0.00	
2019	Summer	$2,496.39	$2,496.39	12/30/2019	$0.00	

Load More Years

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[redacted] Warren, MI [redacted] (Property Address)
Parcel Number: [redacted] Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: KEFFER KAREN M **UB Customer Name:** [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1960
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 888
- Acres: 0.165

> Assessed Value: $84,770 | Taxable Value: $57,450
> Property Tax information found
> Utility Billing information found

Customer Information

Name [redacted] OCCUPANT
Address [redacted] Warren, MI [redacted]
Account Number [redacted]

Amount Due

Total Amount Due **($81.10)**
Pay Now

Current Bill

Click here for a printer friendly version

Amount Due ($81.10) **Bill From** 07/31/2024
Due Date 09/30/2024 **Bill To** 08/30/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER	$0.00	($57.00)	$0.00	($57.00)
SEWER SERVICE CHARGE	$0.00	($7.29)	$0.00	($7.29)
STATE MANDATED FEE	$0.00	($13.79)	$0.00	($13.79)
WATER	$0.00	$0.00	$0.00	$0.00
WATER SERVICE CHARGE	$0.00	($3.02)	$0.00	($3.02)
	$0.00	**($81.10)**	**$0.00**	**($81.10)**

History (528 Items Found)

Starting Date [ ] Ending Date [ ]

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
9/11/2024	Credit Transfer			0.00	0.00	$0.00	($81.10)
9/11/2024	Bill Calculated	07/31/24-08/30/24		0.00	0.00	$40.60	($81.10)
8/30/2024	Meter Read	Water	Auto Read	593.00	4.00	$0.00	($121.70)
8/26/2024	Payment Posted	R24-248086		0.00	0.00	($50.00)	($121.70)
8/26/2024	Credit Transfer	Credit Distribution		0.00	0.00	$0.00	($71.70)
8/13/2024	Credit Transfer			0.00	0.00	$0.00	($71.70)
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	$40.60	($71.70)
7/31/2024	Meter Read	Water	Auto Read	589.00	4.00	$0.00	($112.30)
7/25/2024	Payment Posted	R24-207728		0.00	0.00	($50.00)	($112.30)
7/25/2024	Credit Transfer	Credit Distribution		0.00	0.00	$0.00	($62.30)
7/12/2024	Credit Transfer			0.00	0.00	$0.00	($62.30)
7/12/2024	Bill Calculated	05/30/24-06/30/24		0.00	0.00	$37.89	($62.30)
6/30/2024	Meter Read	Water	Auto Read	585.00	4.00	$0.00	($100.19)

Usage History Chart

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

MEMORANDUM

DATE: September 17, 2024

TO: Mindy Moore, Council Secretary

RE: Appointee to Historical Commission

City Council:

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

Name	Appointment	Date of Expiration
Wesley Arnold	New Appointment	February 25, 2027

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

Respectfully submitted,

Lori M. Stone
Mayor

Cc: Clerk
Historical Commission

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Thu 7/11/2024 8:07 AM

To:Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Warren Historical Commission

Name

Wesley Arnold

Address

[redacted]
Warren, Michigan [redacted]
Map It

Home Phone

[redacted]

Email

[redacted]

Driver's License Number (for internal use ONLY)

[redacted]

Number of Years a Warren Resident

OVER 50

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

college professor

Education

AA, BA, MA and Doctoral dissertation

Affiliations (Clubs, Fraternal, Military, Church, etc.)

Former US Army, Life member VFW and Life member Vietnam Veterans of America

Political Offices held, if any (Please include dates of service)

none

Please feel free to add any additional information

I have just retired after nearly three decades as a college professor and feel I can be useful on the Warren Historical Commission because I have done much research into Warren history including researching and indexing two pioneer cemeteries and now am researching a 3rd, the oldest cemetery of Warren (which is not Warren Union) which was on the Michigan Roster of Cemeteries but was bulldozed and used as fill dirt. I have collected more historic pictures of Warren than anyone and made them free to our citizens. I have researched and compiled over 100 books on the Warren area and given some to university libraries. I researched Abel Warren, interviewed his family, visited his farm in NY and photographed the cemetery there where many of our early settlers came from helping our young future researchers.

We need to research, preserve and make our Warren history available and respect and honor the men and women who served our country. I have given several free Warren cemetery history revealing walks.

I am hoping our wonderful new mayor of which I have been a longtime supporter will see that I can be a real asset on that commission because I care about preserving our history and have more knowledge about it and having been recording it and making it available free for years. Several university librarians have complemented me on my research.

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

[redacted] WARREN, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: ARNOLD WESLEY & MARGARET

Summary Information

> Residential Building Summary
- Year Built: 1940
- Bedrooms: 0
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 754
- Acres: 0.463

> Utility Billing information found

> Assessed Value: $47,510 | Taxable Value: $22,402

> Property Tax information found

> 3 Building Department records found

Owner and Taxpayer Information

Owner ARNOLD WESLEY & MARGARET [redacted] WARREN, MI [redacted]

Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **$933.40**

Pay Now

Legal Description

SUPERVISORS PLAT OF CASS FARMS LOT 89 L19 P29

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 9/13/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	$1,233.40	$300.00	09/09/2024	**$933.40**	Pay Now
2023	Winter	$34.36	$34.36	02/28/2024	$0.00	
2023	Summer	$1,166.48	$1,166.48	01/29/2024	$0.00	
2022	Winter	$31.01	$31.01	02/28/2023	$0.00	
2022	Summer	$1,070.51	$1,070.51	01/20/2023	$0.00	
2021	Winter	$70.48	$70.48	02/23/2022	$0.00	
2021	Summer	$1,074.19	$1,074.19	01/24/2022	$0.00	
2020	Winter	$32.27	$32.27	02/24/2021	$0.00	
2020	Summer	$1,094.49	$1,094.49	12/30/2020	$0.00	
2019	Winter	$30.06	$30.06	02/24/2020	$0.00	
2019	Summer	$1,028.71	$1,028.71	01/30/2020	$0.00	

Load More Years

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[redacted] Warren, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: ARNOLD WESLEY & MARGARET

UB Customer Name: [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1940
- Bedrooms: 0
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 754
- Acres: 0.463

> Utility Billing information found

> Assessed Value: $47,510 | Taxable Value: $22,402

> Property Tax information found

> 3 Building Department records found

Customer Information

Amount Due

Total Amount Due **$0.00**

Pay Now

Name [redacted] OCCUPANT

Address [redacted] Warren, MI [redacted] **Account Number** [redacted]

Current Bill

Click here for a printer friendly version

Amount Due	$0.00	**Bill From**	06/30/2024
Due Date	08/30/2024	**Bill To**	07/31/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER	$0.00	$0.00	$0.00	$0.00
SEWER SERVICE CHARGE	$0.00	$0.00	$0.00	$0.00
STATE MANDATED FEE	$0.00	$0.00	$0.00	$0.00
WATER	$0.00	$0.00	$0.00	$0.00
WATER SERVICE CHARGE	$0.00	$0.00	$0.00	$0.00
	$0.00	**$0.00**	**$0.00**	**$0.00**

History (390 Items Found)

Starting Date [ ] Ending Date [ ]

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/30/2024	Meter Read	Water	Auto Read	395.00	3.00	$0.00	$0.00
8/26/2024	Payment Posted	R24-248116		0.00	0.00	($31.16)	$0.00
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	$31.16	$31.16
7/31/2024	Meter Read	Water	Auto Read	392.00	3.00	$0.00	$0.00
7/30/2024	Payment Posted	R24-220981		0.00	0.00	($125.43)	$0.00
7/12/2024	Bill Calculated	05/31/24-06/30/24		0.00	0.00	$125.43	$125.43
6/30/2024	Meter Read	Water	Auto Read	389.00	14.00	$0.00	$0.00
6/28/2024	Payment Posted	R24-181608		0.00	0.00	($20.37)	$0.00
6/11/2024	Bill Calculated	04/30/24-05/31/24		0.00	0.00	$20.37	$20.37
5/31/2024	Payment Posted	R24-143026		0.00	0.00	($29.14)	$0.00
5/31/2024	Meter Read	Water	Auto Read	375.00	2.00	$0.00	$29.14
5/14/2024	Bill Calculated	03/28/24-04/30/24		0.00	0.00	$29.14	$29.14
4/30/2024	Meter Read	Water	Auto Read	373.00	3.00	$0.00	$0.00

Usage History Chart

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

MEMORANDUM

DATE: September 17, 2024

TO: Mindy Moore, Council Secretary

RE: Re-Appointments to Library Commission

City Council:

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

Name	Appointment	Date of Expiration
Zofia Sylwanowicz Ladak	Re-appointment	June 30, 2027
Donald McIntosh	Re-appointment	June 30, 2027

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

Respectfully submitted,

Lori M. Stone
Mayor

Cc: Clerk
Library Commission

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Tue 7/23/2024 5:30 PM

To:Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Library Commission

Name

Zofia Sylwanowicz Ladak

Address

[redacted]
Warren, Michigan 48093
Map It

Home Phone

[redacted]

Email

[redacted]

Driver's License Number (for internal use ONLY)

[redacted]

Number of Years a Warren Resident

54 years resident

Warren Business Owner

No

Appointment Request

- Re-Appointment Request

Work Experience

Wayne State University Walter Reuther Archives--graduate assistant--2 years
Warren Public Library--Branch Librarian, Branch Librarian Supervisor--1973-1988

Education

Bachelor of Humanities---Michigan State University
Masters of Library Science and Archives--Wayne State University

Affiliations (Clubs, Fraternal, Military, Church, etc.)

Polish Youth Association (Polish Women's Scouting): Instructor; running summer camp programs for girls
Piast Institute (Polish-American thinktank): currently Board Member and Secretary
Friends of Warren Public Library

Friends of Polish Art

Polish-American Federal Credit Union, former Chair and Board Member

Political Offices held, if any (Please include dates of service)

None

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

[redacted] WARREN, MI 48093 (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: LADAK ANDREW & Z

Summary Information

> Residential Building Summary
- Year Built: 1965
- Full Baths: 2
- Sq. Feet: 1,851
- Bedrooms: 0
- Half Baths: 0
- Acres: 0.279

> 1 Building Department records found

> Assessed Value: $144,290 | Taxable Value: $74,368
> 1 Special Assessment found
> Property Tax information found
> Utility Billing information found

Owner Information

Not Available

Amount Due

Property Total	$0.00

Permits

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

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
RES - ROOF	PB21-001893		FINALED	10/25/2021	3/2/2022	$0.00	View

1

Displaying items 1 - 1 of 1

Apply for a Permit

Attachments

Date Created	Title	Record
No records to display.		

1

Displaying items 0 - 0 of 0

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[redacted] WARREN, MI 48093 (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: LADAK ANDREW & Z

Summary Information

> Residential Building Summary
- Year Built: 1965
- Full Baths: 2
- Sq. Feet: 1,851
- Bedrooms: 0
- Half Baths: 0
- Acres: 0.279

> 1 Building Department records found

> Assessed Value: $144,290 | Taxable Value: $74,368
> 1 Special Assessment found
> Property Tax information found
> Utility Billing information found

Owner and Taxpayer Information

Owner LADAK ANDREW & Z
[redacted]
WARREN, MI 48093-6167

Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **$3,879.48**

Pay Now

Legal Description

"BARCLAY SQUARE SUB." LOT 25 L54 P2-3

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 8/14/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	$3,879.48	$0.00		**$3,879.48**	Pay Now
2023	Winter	$114.15	$114.15	01/16/2024	$0.00	
2023	Summer	$3,677.34	$3,677.34	01/16/2024	$0.00	
2022	Winter	$103.00	$103.00	01/18/2023	$0.00	
2022	Summer	$3,450.21	$3,450.21	01/18/2023	$0.00	
2021	Winter	$234.07	$234.07	01/18/2022	$0.00	
2021	Summer	$3,381.32	$3,381.32	01/18/2022	$0.00	
2020	Winter	$107.18	$107.18	02/01/2021	$0.00	
2020	Summer	$3,486.27	$3,486.27	02/01/2021	$0.00	
2019	Winter	$99.82	$99.82	01/24/2020	$0.00	
2019	Summer	$3,360.85	$3,360.85	01/24/2020	$0.00	

Load More Years

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[redacted] WARREN, MI 48093 (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: LADAK ANDREW & Z

Summary Information

> Residential Building Summary
- Year Built: 1965
- Full Baths: 2
- Sq. Feet: 1,851
- Bedrooms: 0
- Half Baths: 0
- Acres: 0.279

> 1 Building Department records found

> Assessed Value: $144,290 | Taxable Value: $74,368
> 1 Special Assessment found
> Property Tax information found
> Utility Billing information found

Owner and Taxpayer Information

Amount Due

Special Assessment Total Payoff Amount: **$0.00**

Owner LADAK ANDREW & Z [redacted] WARREN, MI 48093-6167 **Taxpayer** SEE OWNER INFORMATION

Legal Description

"BARCLAY SQUARE SUB." LOT 25 L54 P2-3

Special Assessment Information

Code	Name	Special Assessment District Status	APR Interest Rate	Start Year	Number of Years	Payment Status
S0521	ROLL S0521	Active	3.0000	2024	5	** Paid In Full

Special Assessment Information

Code	S0521	**Description 1**	SIDEWALK REPLACEMENTS
Name	ROLL S0521	**Description 2**	*No Data to Display*
Parcel Status	Active Parcel	**User Alpha 1**	*Not Available*
Original Assessment	$1,430.00	**User Alpha 2**	*Not Available*
Principal Balance Remaining	$0.00	**Date to Begin Charging Interest**	*Not Available*
Payoff Amount	**$0.00**	**# of Months Interest Calculated**	*Not Available*
Due Date	07/01/2024		

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[redacted] Warren, MI 48093 (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: LADAK ANDREW & Z **UB Customer Name:** [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1965
- Bedrooms: 0
- Full Baths: 2
- Half Baths: 0
- Sq. Feet: 1,851
- Acres: 0.279

> 1 Building Department records found

> Assessed Value: $144,290 | Taxable Value: $74,368
> 1 Special Assessment found
> Property Tax information found
> Utility Billing information found

Customer Information

Name [redacted] OCCUPANT
Address [redacted] Warren, MI 48093
Account Number [redacted]

Amount Due

Total Amount Due **$21.73**

Pay Now

Current Bill

Click here for a printer friendly version

Amount Due $21.73 **Bill From** 06/30/2024
Due Date 08/30/2024 **Bill To** 07/31/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER	$0.00	$7.93	$0.00	$7.93
SEWER SERVICE CHARGE	$0.00	$2.03	$0.00	$2.03
STATE MANDATED FEE	$0.00	$1.92	$0.00	$1.92
WATER	$0.00	$9.01	$0.00	$9.01
WATER SERVICE CHARGE	$0.00	$0.84	$0.00	$0.84
	$0.00	**$21.73**	**$0.00**	**$21.73**

History (385 Items Found)

Starting Date Ending Date

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	$21.73	$21.73
7/31/2024	Meter Read	Water	Auto Read	730.00	2.00	$0.00	$0.00
7/25/2024	Payment Posted	R24-208078		0.00	0.00	($20.37)	$0.00
7/12/2024	Bill Calculated	05/30/24-06/30/24		0.00	0.00	$20.37	$20.37
6/30/2024	Meter Read	Water	Auto Read	728.00	2.00	$0.00	$0.00
6/25/2024	Payment Posted	R24-168190		0.00	0.00	($20.37)	$0.00
6/11/2024	Bill Calculated	04/29/24-05/30/24		0.00	0.00	$20.37	$20.37
5/30/2024	Meter Read	Water	Auto Read	726.00	2.00	$0.00	$0.00
5/29/2024	Payment Posted	R24-132190		0.00	0.00	($29.14)	$0.00
5/14/2024	Bill Calculated	03/28/24-04/29/24		0.00	0.00	$29.14	$29.14
4/29/2024	Meter Read	Water	Auto Read	724.00	3.00	$0.00	$0.00
4/29/2024	Payment Posted	R24-101232		0.00	0.00	($29.14)	$0.00
4/11/2024	Bill Calculated	02/29/24-03/28/24		0.00	0.00	$29.14	$29.14

Usage History Chart

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WARREN

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

City Commission / Board Application

Commission / Board applied for: LIBRARY COMMISSION

Name: DONALD MCINTOSH

Address: [redacted], WARREN, MI Zip: 48093

Phone: Home: (___) N/A Work: (___) N/A Cell: [redacted]

Email Address: [redacted]

Driver's License Number (**for internal use ONLY**): [redacted]

Number of Years a Warren Resident: 63 Warren Business Owner? NO
(*Name of Business*)

☐ New Appointment Request ☒ Re-Appointment Request

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony? YES ___ NO X

Do you have any felony charges pending against you at this present time? YES ___ NO X

If so, please complete the following:

Date of offense: _____ Offense Description: _____

Where: _____ Disposition: _____

Work Experience: ENGINEERING RELATED EMPLOYMENT PRIMARILY IN THE AUTOMOBILE INDUSTRY, RETIRED FROM FORD MOTOR AFTER 33 YEARS

(Continued on reverse side)

Education: GRADUATE FROM HOLY REDEEMER HIGH SCHOOL (1954)

BACHELOR DEGREE IN ELECTRICAL ENGINEERING FROM

UNIVERSITY OF DETROIT (1959)

MASTER DEGREE IN BUSINESS ADMINISTRATION FROM U.O.D (1966)

Affiliations (Clubs, Fraternal, Military, Church, etc.): _____

BOY SCOUTS OF A

Political Offices held, if any (Please include dates of service): _____

Please feel free to add any additional information: _____

***NOTE: All potential appointments:**

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

Please return this application to the Mayor's Office

City of Warren
One City Square – Suite 215
Warren, MI 48093-6726
Phone: (586) 574-4520
Fax: (586) 574-4524
Email: mayor@cityofwarren.org

[redacted] WARREN, MI 48093 (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: MC INTOSH DONALD

Summary Information

> Residential Building Summary
- Year Built: 1964
- Bedrooms: 0
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 1,630
- Acres: 0.167

> Utility Billing information found

> Assessed Value: $122,110 | Taxable Value: $68,468

> Property Tax information found

> 3 Building Department records found

Owner Information

Not Available

Amount Due

Property Total	$0.00

Permits

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

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Building	PB05-152685		FINALED	5/20/2005	7/13/2005	$0.00	View
Building	PB140646		EXPIRED	10/23/2000		$0.00	View
Building	PB17-002040		FINALED	9/7/2017	10/12/2017	$0.00	View

1

Displaying items 1 - 3 of 3

Apply for a Permit

Attachments

Date Created	Title	Record

No records to display.

Displaying items 0 - 0 of 0

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[redacted] WARREN, MI 48093 (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: MC INTOSH DONALD

Summary Information

> Residential Building Summary
- Year Built: 1964
- Bedrooms: 0
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 1,630
- Acres: 0.167

> Utility Billing information found

> Assessed Value: $122,110 | Taxable Value: $68,468

> Property Tax information found

> 3 Building Department records found

Owner and Taxpayer Information

Owner MC INTOSH DONALD [redacted] WARREN, MI 48093-3056

Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **$3,571.67**

Pay Now

Legal Description

"ROBINWOOD ESTATES SUB'N. NO. 3" LOT 201 L.50 P.21

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 8/14/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	$3,571.67	$0.00		**$3,571.67**	Pay Now
2023	Winter	$105.08	$105.08	12/19/2023	$0.00	
2023	Summer	$3,385.60	$3,385.60	12/19/2023	$0.00	
2022	Winter	$94.81	$94.81	12/19/2022	$0.00	
2022	Summer	$3,176.46	$3,176.46	08/08/2022	$0.00	
2021	Winter	$215.49	$215.49	12/15/2021	$0.00	
2021	Summer	$3,113.03	$3,113.03	08/10/2021	$0.00	
2020	Winter	$98.68	$98.68	12/10/2020	$0.00	
2020	Summer	$3,209.63	$3,209.63	12/10/2020	$0.00	
2019	Winter	$91.91	$91.91	12/12/2019	$0.00	
2019	Summer	$3,156.32	$3,156.32	11/07/2019	$0.00	

Load More Years

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[redacted] Warren, MI 48093 (Property Address)

Parcel Number [redacted] Account Number [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: MC INTOSH DONALD **UB Customer Name:** [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1964
- Full Baths: 1
- Sq. Feet: 1,630
- Bedrooms: 0
- Half Baths: 0
- Acres: 0.167

> Utility Billing information found

> Assessed Value: $122,110 | Taxable Value: $68,468
> Property Tax information found
> 3 Building Department records found

Customer Information

Name [redacted] OCCUPANT
Address [redacted] Warren, MI 48093
Account Number [redacted]

Amount Due

Total Amount Due **$323.56**

Pay Now

Current Bill

Click here for a printer friendly version

Amount Due	$323.56	**Bill From**	06/30/2024
Due Date	08/30/2024	**Bill To**	07/31/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER	$0.00	$134.88	$0.00	$134.88
SEWER SERVICE CHARGE	$0.00	$2.03	$0.00	$2.03
STATE MANDATED FEE	$0.00	$32.67	$0.00	$32.67
WATER	$0.00	$153.14	$0.00	$153.14
WATER SERVICE CHARGE	$0.00	$0.84	$0.00	$0.84
	$0.00	**$323.56**	**$0.00**	**$323.56**

History (384 Items Found)

Starting Date Ending Date

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	$323.56	$323.56
7/31/2024	Meter Read	Water	Auto Read	1259.00	34.00	$0.00	$0.00
7/31/2024	Payment Posted	R24-216744		0.00	0.00	($177.95)	$0.00
7/12/2024	Bill Calculated	05/30/24-06/30/24		0.00	0.00	$177.95	$177.95
6/30/2024	Meter Read	Water	Auto Read	1225.00	20.00	$0.00	$0.00
6/28/2024	Payment Posted	R24-173970		0.00	0.00	($29.14)	$0.00
6/11/2024	Bill Calculated	04/29/24-05/30/24		0.00	0.00	$29.14	$29.14
5/31/2024	Payment Posted	R24-136017		0.00	0.00	($29.14)	$0.00
5/30/2024	Meter Read	Water	Auto Read	1205.00	3.00	$0.00	$29.14
5/14/2024	Bill Calculated	03/28/24-04/29/24		0.00	0.00	$29.14	$29.14
4/30/2024	Payment Posted	R24-096569		0.00	0.00	($29.14)	$0.00
4/29/2024	Meter Read	Water	Auto Read	1202.00	3.00	$0.00	$29.14
4/11/2024	Bill Calculated	02/29/24-03/28/24		0.00	0.00	$29.14	$29.14

Usage History Chart

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

MEMORANDUM

DATE: September 17, 2024

TO: Mindy Moore, Council Secretary

RE: Appointments to Parks & Recreation Commission

City Council:

I have appointed the following to serve on the Parks and Recreation commission in accordance with 23-32 (a) of the Code of Ordinances and by the authority vest in me.

Name	Appointment	Date of Expiration
Amy Motyka	New Appointment	June 30, 2027

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

Respectfully submitted,

Lori M. Stone
Mayor

Cc: Clerk
Parks & Recreation

City Commission / Board Application

Commission / Board applied for (Required)

PARKS & RECREATION

Name (Required)

AMY

First

MOTYKA

Last

Address (Required)

[redacted]

Street Address

Address Line 2

City

WARREN

State / Province / Region

MI [redacted]

ZIP / Postal Code

Home Phone

[redacted]

Work Phone

N/A

Cell Phone

Email

[redacted]

Driver's License Number (for internal use ONLY)

Driver's License Number (for internal use ONLY)

Number of Years a Warren Resident

33

Warren Business Owner

○ Yes

⊗ No

Name of Business

N/A

Appointment Request

⊗ New Appointment Request

☐ Re-Appointment Request

Work Experience

Education

Affiliations (Clubs, Fraternal, Military, Church, etc.)

Political Offices held, if any (Please include dates of service)

NONE

Please feel free to add any additional information

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

☐ Yes

☒ No

If so, please complete the following

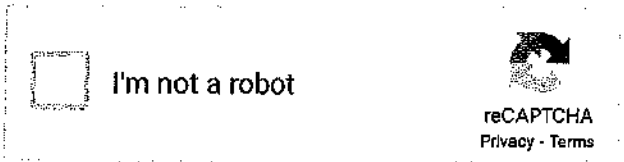
Date of offense:

Offense Description

Where

Disposition

CAPTCHA



Submit

[redacted] WARREN, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: MOTYKA AMY

Summary Information

> Residential Building Summary
- Year Built: 1961
- Bedrooms: 3
- Full Baths: 2
- Half Baths: 0
- Sq. Feet: 1,814
- Acres: 0.194

> Utility Billing information found

> Assessed Value: $128,370 | Taxable Value: $65,014
> Property Tax information found
> 5 Building Department records found

Owner and Taxpayer Information

Owner MOTYKA AMY [redacted]
WARREN, MI [redacted]

Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **$1,361.22**

Pay Now

Legal Description

"TECH ESTATES SUBDIVISION NO. 2" LOT 111 L.48 P.18

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 9/13/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	$3,391.49	$2,030.27	09/12/2024	**$1,361.22**	Pay Now
2023	Winter	$99.79	$99.79	02/29/2024	$0.00	
2023	Summer	$3,214.83	$3,214.83	02/08/2024	$0.00	
2022	Winter	$90.05	$90.05	02/09/2023	$0.00	
2022	Summer	$3,016.26	$3,016.26	02/09/2023	$0.00	
2021	Winter	$204.62	$204.62	02/24/2022	$0.00	
2021	Summer	$2,956.01	$2,956.01	02/02/2022	$0.00	
2020	Winter	$93.70	$93.70	02/03/2021	$0.00	
2020	Summer	$3,047.77	$3,047.77	02/03/2021	$0.00	
2019	Winter	$87.28	$87.28	02/28/2020	$0.00	
2019	Summer	$2,938.59	$2,938.59	02/05/2020	$0.00	

Load More Years

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[redacted] Warren, MI [redacted] (Property Address)
Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: MOTYKA AMY **UB Customer Name:** [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1961
- Bedrooms: 3
- Full Baths: 2
- Half Baths: 0
- Sq. Feet: 1,814
- Acres: 0.194

> Utility Billing information found

> Assessed Value: $128,370 | Taxable Value: $65,014
> Property Tax information found
> 5 Building Department records found

Customer Information

Amount Due
Total Amount Due **$0.00**
Pay Now

Name [redacted] OCCUPANT
Address [redacted] **Account Number** [redacted]
Warren, MI [redacted]

Current Bill

Click here for a printer friendly version

Amount Due	$0.00	**Bill From**	06/29/2024
Due Date	08/30/2024	**Bill To**	07/30/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER	$0.00	$0.00	$0.00	$0.00
SEWER SERVICE CHARGE	$0.00	$0.00	$0.00	$0.00
STATE MANDATED FEE	$0.00	$0.00	$0.00	$0.00
WATER	$0.00	$0.00	$0.00	$0.00
WATER SERVICE CHARGE	$0.00	$0.00	$0.00	$0.00
	$0.00	**$0.00**	**$0.00**	**$0.00**

History (401 Items Found)

Starting Date [ ] Ending Date [ ]

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/29/2024	Meter Read	Water	Auto Read	494.00	3.00	$0.00	$0.00
8/29/2024	Payment Posted	R24-260438		0.00	0.00	($21.73)	$0.00
8/13/2024	Bill Calculated	06/29/24-07/30/24		0.00	0.00	$21.73	$21.73
7/30/2024	Meter Read	Water	Auto Read	491.00	2.00	$0.00	$0.00
7/30/2024	Payment Posted	R24-220949		0.00	0.00	($28.52)	$0.00
7/12/2024	Credit Transfer			0.00	0.00	$0.00	$28.52
7/12/2024	Bill Calculated	05/31/24-06/29/24		0.00	0.00	$29.14	$28.52
7/1/2024	Payment Posted	R24-184827		0.00	0.00	($20.99)	($0.62)
6/29/2024	Meter Read	Water	Auto Read	489.00	3.00	$0.00	$20.37
6/11/2024	Bill Calculated	04/29/24-05/31/24		0.00	0.00	$20.37	$20.37
6/3/2024	Payment Posted	R24-146490		0.00	0.00	($29.14)	$0.00
5/31/2024	Meter Read	Water	Auto Read	486.00	2.00	$0.00	$29.14
5/14/2024	Bill Calculated	03/28/24-04/29/24		0.00	0.00	$29.14	$29.14

Usage History Chart

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

MEMORANDUM

DATE: September 17, 2024

TO: Mindy Moore, Council Secretary

RE: Appointments to Senior Housing Commission

City Council:

In accordance with Sec. 2-237 of the Code of Ordinances and by the authority vest in me, I hereby notify you of the following appointments.

Name	Appointment	Date of Expiration
Thomas Miller	Re-appointment	December 31, 2029
Jerry L Burden	New Appointment	December 31, 2028

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

Respectfully submitted,

Lori M. Stone
Mayor

Cc: Clerk
Parks & Recreation

8-13-24

WARREN

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

City Commission / Board Application

Commission / Board applied for: Senior Housing

Name: Thomas Miller

Address: [redacted] Zip: [redacted]

Phone: Home: [redacted] Work: (___) _____ Cell: [redacted]

Email Address: [redacted]

Driver's License Number **(for internal use ONLY)**: [redacted]

Number of Years a Warren Resident: 80 Warren Business Owner? No
(Name of Business)

☐ New Appointment Request ☑ Re-Appointment Request

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony? YES ____ NO ✓

Do you have any felony charges pending against you at this present time? YES ____ NO ✓

If so, please complete the following:

Date of offense: _____ Offense Description: _____

Where: _____ Disposition: _____

Work Experience: Civil Engineering Inspector/Surveyor

(Continued on reverse side)

Education: High School - Some college

Affiliations (Clubs, Fraternal, Military, Church, etc.): Veterans of Foriegn Wars Slow Spokes Bicycle Club, Catholic Church

Political Offices held, if any (Please include dates of service): —

Please feel free to add any additional information:

***NOTE: All potential appointments:**

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

Please return this application to the Mayor's Office

City of Warren
One City Square – Suite 215
Warren, MI 48093-6726
Phone: (586) 574-4520
Fax: (586) 574-4524
Email: mayor@cityofwarren.org

[redacted] WARREN, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: MILLER THOMAS M & MARY K

Summary Information

> Residential Building Summary
- Year Built: 1996
- Bedrooms: 2
- Full Baths: 2
- Half Baths: 0
- Sq. Feet: 1,430
- Acres: N/A

> Utility Billing information found

> Assessed Value: $114,600 | Taxable Value: $88,978

> Property Tax information found

> 5 Building Department records found

Owner and Taxpayer Information

Owner MILLER THOMAS M & MARY K
[redacted]
WARREN, MI [redacted]

Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **$1,862.97**

Pay Now

Legal Description

PALMER WOODS ESTATES M.C.C.P. NO.439 UNIT 36 L5965 P742-789

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 9/13/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	$4,641.61	$2,778.64	08/28/2024	**$1,862.97**	Pay Now
2023	Winter	$136.57	$136.57	12/28/2023	$0.00	
2023	Summer	$4,399.78	$4,399.78	01/03/2024	$0.00	
2022	Winter	$123.25	$123.25	12/27/2022	$0.00	
2022	Summer	$4,127.97	$4,127.97	12/27/2022	$0.00	
2021	Winter	$280.06	$280.06	12/22/2021	$0.00	
2021	Summer	$4,045.50	$4,045.50	12/31/2021	$0.00	
2020	Winter	$128.25	$128.25	12/23/2020	$0.00	
2020	Summer	$4,171.08	$4,171.08	12/21/2020	$0.00	
2019	Winter	$119.45	$119.45	12/30/2019	$0.00	
2019	Summer	$4,021.34	$4,021.34	12/20/2019	$0.00	

Load More Years

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[redacted] Warren, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: MILLER THOMAS M & MARY K

UB Customer Name: [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1996
- Bedrooms: 2
- Full Baths: 2
- Half Baths: 0
- Sq. Feet: 1,430
- Acres: N/A

> Utility Billing information found

> Assessed Value: $114,600 | Taxable Value: $88,978

> Property Tax information found

> 5 Building Department records found

Customer Information

Name [redacted] OCCUPANT

Address [redacted] Warren, MI [redacted]

Account Number [redacted]

Amount Due

Total Amount Due **$0.00**

Pay Now

Current Bill

Click here for a printer friendly version

Amount Due	$0.00	**Bill From**	06/29/2024
Due Date	08/30/2024	**Bill To**	07/31/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER	$0.00	$0.00	$0.00	$0.00
SEWER SERVICE CHARGE	$0.00	$0.00	$0.00	$0.00
STATE MANDATED FEE	$0.00	$0.00	$0.00	$0.00
WATER	$0.00	$0.00	$0.00	$0.00
WATER SERVICE CHARGE	$0.00	$0.00	$0.00	$0.00
	$0.00	**$0.00**	**$0.00**	**$0.00**

History (392 Items Found)

Starting Date [ ] Ending Date [ ]

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Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/30/2024	Meter Read	Water	Auto Read	574.00	4.00	$0.00	$0.00
8/30/2024	Payment Posted	R24-257461		0.00	0.00	($40.60)	$0.00
8/13/2024	Bill Calculated	06/29/24-07/31/24		0.00	0.00	$40.60	$40.60
7/31/2024	Meter Read	Water	Auto Read	570.00	4.00	$0.00	$0.00
7/31/2024	Payment Posted	R24-219570		0.00	0.00	($46.64)	$0.00
7/12/2024	Bill Calculated	05/31/24-06/29/24		0.00	0.00	$46.64	$46.64
6/29/2024	Meter Read	Water	Auto Read	566.00	5.00	$0.00	$0.00
6/28/2024	Payment Posted	R24-176804		0.00	0.00	($46.64)	$0.00
6/11/2024	Bill Calculated	04/29/24-05/31/24		0.00	0.00	$46.64	$46.64
5/31/2024	Meter Read	Water	Auto Read	561.00	5.00	$0.00	$0.00
5/31/2024	Payment Posted	R24-138843		0.00	0.00	($37.89)	$0.00
5/14/2024	Bill Calculated	03/28/24-04/29/24		0.00	0.00	$37.89	$37.89
4/30/2024	Payment Posted	R24-099415		0.00	0.00	($37.89)	$0.00

Usage History Chart

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8/13/2024

WARREN

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

City Commission / Board Application

Commission / Board applied for: HOUSING COMMISSION

Name: JERRY L BURDEN

Address: [redacted] Zip: _____

Phone: Home: ([redacted] Work: (___) _____ Cell: [redacted]

Email Address: [redacted]

Driver's License Number (**for internal use ONLY**): [redacted]

Number of Years a Warren Resident: 8 Warren Business Owner? _____
(*Name of Business*)

☒ New Appointment Request ☐ Re-Appointment Request

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony? YES ____ NO x

Do you have any felony charges pending against you at this present time? YES ____ NO x

If so, please complete the following:

Date of offense: _____ Offense Description: _____

Where: _____ Disposition: _____

Work Experience: Resume attached

(Continued on reverse side)

Education: Associated Degree - Applied Science - Cum Laude Oakland Community College

Affiliations (Clubs, Fraternal, Military, Church, etc.): League of Women Voters - Board Member, Past President , Michigan Association Retired Public Employees , American Legion , Girl Scout Leader , PTA member and President at Keller Jr High, Dondero High School , Royal Oak PTA Council. Mermber Warren CERT. Warren Citizens Police Acadamy

Political Offices held, if any (Please include dates of service): NONE

Please feel free to add any additional information:

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

September 11, 2024

TO: Lori M. Stone, Mayor

FROM: Ronald F. Wuerth, Planning Director

RE: REQUEST TO VACATE PUBLIC UTILITY EASEMENT; vacate the existing north/south ten (10) ft. wide public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Groesbeck Highway; 21311 Groesbeck; Section 35; Brays Investments, LLC (Kalven Hermiz); Victor Pirrami (Pirrami Land Holding LLC); PEV240004.

At a public hearing on August 19, 2024, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the public utility easement vacation.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, and plans in connection with this matter.

Should you and/or your staff wish to discuss the details of this project or to go over any of the items in this packet, myself and the Planning staff are available for assistance.

Sincerely,

Ronald F. Wuerth

Ronald F. Wuerth, AICP
Planning Director

/mzm

Attachments

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

September 11, 2024

TO: Mindy Moore, Secretary
Warren City Council

FROM: Mayor, Planning Commission, and Planning Director

RE: REQUEST TO VACATE PUBLIC UTILITY EASEMENT; vacate the existing north/south ten (10) ft. wide public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Groesbeck Highway; 21311 Groesbeck; Section 35; Brays Investments, LLC (Kalven Hermiz); Victor Pirrami (Pirrami Land Holding LLC); PEV240004.

At a public hearing on August 19, 2024, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the public utility easement vacation.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, and plans in connection with this matter.

Please schedule this matter for formal action by the City Council. If you have any questions or need additional information, please contact the Planning Director, Ronald Wuerth.

Thank you for your cooperation in this matter.

Respectfully submitted,

Mahmuda Mouri
Commission Secretary

Read and Concur:

Mayor

/mzm

Attachments

RESOLUTION TO VACATE PUBLIC UTILITY EASEMENT
21311 GROESBECK HIGHWAY
(PEV240004)

A regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on _____, 2024, at 7:00 p.m. Eastern Daylight Savings Time in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden Avenue, Warren, Michigan, 48092.

PRESENT: _____

_____

ABSENT: _____

_____

The following preamble and resolution was offered by Councilmember _____ and supported by Councilmember _____:

On August 19, 2024, the Planning Commission adopted the attached resolution, recommending to the Council of the City of Warren approval of the vacation of the existing north/south ten (10) ft. wide public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Groesbeck Highway, in accordance with Article II, Chapter 34 of the Code of Ordinances of the City of Warren subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner. The success of the easement vacation and relocation plan will determine the timing of the proposed 6,883 sq. ft. building addition (if approved).

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

BE IT RESOLVED, the Council of the City of Warren hereby approves the public utility easement vacation for the above-mentioned property of 21311 Groesbeck Highway.

AYES: _____

_____

NAYS: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

_____
SONJA BUFFA
City Clerk

Drafted by:
Melissa Z. Maisano
Planning Department, City of Warren
One City Square, Suite 315
Warren, Michigan 48093-5285

When recorded return to:
City Clerk
One City Square, Suite 205
Warren, Michigan 48093-5285

RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statutes and ordinances governing the same and having held a public hearing thereon on Monday, the 19th day of August, 2024, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden Avenue, Warren, Michigan 48092, and having considered the objections raised thereto, resolves to recommend for approval, and does so recommend to the Council of the City of Warren, that the existing north/south ten (10) ft. wide public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Groesbeck Highway, be vacated in accordance with Article II, Chapter 34 of the Code of Ordinances of the City of Warren subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner. The success of the easement vacation and relocation plan will determine the timing of the proposed 6,883 sq. ft. building addition (if approved).

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

RESOLUTION adopted at the meeting of August 19, 2024.

PLANNING COMMISSION OF THE CITY OF WARREN

Warren Smith, Chair

Mahmuda Mouri, Secretary

PLANNING DEPARTMENT
ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

August 23, 2024

Caren M. Burdi
Earl, Earl & Rose, PLLC
31851 Mound Road
Warren, MI 48092

RE: REQUEST TO VACATE PUBLIC UTILITY EASEMENT; vacate the existing north/south Ten (10) ft. wide public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Groesbeck Highway; 21311 Groesbeck; Section 35; Brays Investments, LLC (Kalven Hermiz); Victor Pirrami (Pirrami Land Holding LLC); PEV240004.

Dear Ms. Burdi:

At its meeting of August 19, 2024, the City of Warren Planning Commission voted to recommend for **APPROVAL** the above-described public utility easement vacation, subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner. The success of the easement vacation and relocation plan will determine the timing of the proposed 6,883 sq. ft. building addition (if approved).

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

And furthermore recommendation were received from the following division and departments to notify the petitioner that these items will be addressed during the Building Division permit process:

TAXES: Current.

DPW: Based on our foreman's investigations this will not affect DPW operations.

ENGINEERING: Preliminary review of this site has yielded no comments from the Engineering Division.

FIRE: The Warren Fire Department approves this site plan. If you have any questions please contact me at 586-756-2800 ext. 3300.

POLICE: The Traffic Division is in receipt of your letter dated June 26, 2024. The noted petition does not affect our operations, and the Traffic Division is neutral on the use of the property. Thank you for notifying our department.

COMCAST: We have conflicts with the proposed vacation of public easement. Aerial cables are highlighted in orange for fiber and yellow for coax cable. Underground is highlighted in blue for fiber and green for coax cable.

DTE: DTE has an objection to this request to vacate public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision impacting 21311 Groesbeck Hwy., Warren MI 48089, Section 35; per the site plan provided. DTE has equipment in the easement. If you have any questions, please do not hesitate to contact me at 586-783-1978.

Should you have any questions, please do not hesitate to contact our office at 586-574-4687.

Sincerely,

Mahmuda Mouri
Commission Secretary

/mzm

cc: Mayor
Ronald F. Wuerth, Planning Director
Mary Michaels, Chief Assistant City Attorney
Everett Murphy, Chief Zoning Inspector
James Kazanowski, Fire Department
Kalven Hermiz, Brays Investments, LLC

6.d) REQUEST TO VACATE PUBLIC UTILITY EASEMENT; Ten (10) ft. wide north/south public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision
21311 GROESBECK
Process #PEV240004
Section 35
Brays Investments, LLC (Kalven Hermiz); Victor Pirrami (Pirrami Land Holding LLC)
August 19, 2024

FINDINGS

1. The petitioner is requesting to vacate the existing ten (10) ft. wide north/south public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Groesbeck Hwy.

2. **CHARACTERISTICS OF THE 10 FT. WIDE PUBLIC UTILITY EASEMENT IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**

   a) The public utility easement has a total width of ten (10) ft. The length of the public utility easement exists in the area of a vacated 14 ft. wide alley abutting lots Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision; a length of 127.50 ft. (west length) and 73.6 ft. (east length). Portions of the lots adjacent to the vacated 14 ft. wide north/south alley, where the public utility easement remains (Lots 101, 102, 103, and 202) are now part of Groesbeck Highway. The public utility easement area is surfaced with grass and concrete. It also appears that the petitioner is utilizing a portion of the vacated alley for a fenced in area of open storage.

   Per City Engineering records, it does not appear that any water, sanitary, or storm sewers exist within the vacated alley. However, utility poles with overhead wires and lighting exist along Prospect Ave., and within the vacated alley along the west property line of Lot 203.

   b) The public utility easement exists in the area of a vacated 14 ft. wide alley abutting lots Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision; a length of 127.50 ft. (west length) and 73.6 ft. (east length).

   The abutting property owners of Lots 97 through 101 and Lots 202 have received full ownership of the 14 ft. wide north/south alley, with the exception of Lot 97 (received half (7 ft.) when it was vacated). A separate owner owns Lot 205 of Frank C. Nall's Sunset Hills Subdivision, which is immediately to the east of Lot 97.

   c) The petitioner's purpose for the proposed easement vacation request is to use the property for a 6,883 sq. ft. building addition to expand the existing building located at 21311 Groesbeck Hwy. approximately 5.25 ft. into the vacated 14 ft. wide north/south alley. The site plan for the project (site plan for building addition, new accessory building, and open storage of vehicles) was approved by the Planning Commission on July 8, 2024 with a list of conditions, including the easement vacation. The approval of the vacation and relocation plan for any affected utilities within the easement area, must be completed prior to forwarding the site plan to the Building Division.

3. **CURRENT STATUS OF APPLICATION:**

a) The present hearing will be the initial formal review of this application by the Planning Commission.

b) Chapter 34 Streets, Sidewalks and other Public Places, Article II, Vacating Public Ways of the Code of Ordinances require the Planning Commission to review the proposed vacation at the request of the City Council or when a petition has been duly executed by sixty percent (60%) of all owners of record of land contiguous and adjoining the public way. The Planning Commission must then make its report and recommendations to City Council. A publication of notice of public hearing is required. A total of 89% of the abutting property owners signed the petition to vacate the easement.

c) The Land Division Act provides that "permanent structures may not be erected within easement limits by the owner of the fee but the owner shall have the right to make any other use of the land not inconsistent with the rights of public utilities or the other uses as noted on the plat".

d) On July 17, 2024, notice was given in the Warren Weekly for the August 19, 2024 public hearing before the Planning Commission.

e) On July 8, 2024, the City of Warren Planning Commission voted to APPROVE the following related project:

SITE PLAN FOR BUILDING ADDITION, NEW ACCESSORY BUILDING, AND OPEN STORAGE OF VEHICLES; located on the west side of Groesbeck Highway in the area of Prospect Avenue and Toepfer Road; 21311 Groesbeck Highway and parcels north of Prospect Avenue (13-35-326-001 through 13-35-326-009, 13-35-327-001 through 13-35-327-018, 13-35-327-020 through 13-35-327-026, and the north 523.67 feet of parcel 13-35-352-015) along with parcels south of Prospect Avenue (13-35-331-001, 13-35-331-002, and 13-35-331-006); Section 35; Kalven Hermiz/Brays Investments LLC & Edom Properties LLC (Caren Burdi/Earl, Earl & Rose, PLLC); PSP240006.

f) On May 20, 2024, the Planning Commission POSTPONED the site plan for building addition, new accessory building, and open storage of vehicles to July 8, 2024. The reasons for postponement were as follows:

1) The plan is missing key information, such as utilities, a complete list of all parcels and addresses involved in the project, subdivision lot information, and a clearly defined property boundary with bearings and dimensions.

2) The representative has indicated that she is currently going through the Circuit Court process to vacate public ways such as streets and alleys. This information shall be provided to the Planning Department, and noted on the site plan. There are some records of existing vacations, but there are others where no records were found. It is necessary to know what is in process of being vacated, and the length of time that this may take.

3) Having accurate information on the plan and knowing the current and proposed vacations necessary to clean up the site is all important and needs to be indicated on the plan.

g) On April 8, 2024, the Planning Commission voted to POSTPONE the site plan for building addition, new accessory building, and open storage of vehicles to May 20, 2024 at the request of the petitioner's representative so that they could have a meeting with the Acting City Attorney, Mary Michaels, regarding the request to post a performance bond so that building can begin before the vacation makes it through Circuit Court.

NOTE: Per the Acting City Attorney, the meeting took place, and submitting a bond will be acceptable. Per the Acting City Attorney, the petitioner's representative will be submitting an agreement pertaining to the bond to be submitted that would potentially allow construction to take place prior to the finalization of the vacations by Circuit Court.

h) On January 22, 2018, the Planning Commission APPROVED the site plan for open storage of passenger vehicles.

NOTE: The project was extended three (3) times, first to January 22, 2021, second to June 22, 2022, and third to December 22, 2023. A fourth (4^{th}) extension was not requested, and therefore this project has expired.

However, any condition that was started as a result of this project, shall be completed with the new project. According to the representative, an action was filed in Circuit Court pertaining to ownership (Case No. 21-0023435-CB).

According to Ms. Burdi, the litigation delayed the ability to vacate easements and combine properties.

i) On June 27, 2018, the Zoning Board of Appeals GRANTED the petitioner permission to:

1) Construct an 8 ft. high chain link fence.

2) Construct a chain link fence in the required setback.

3) Erect a 20 ft. freestanding sign with a 10 ft. setback from the sidewalk. (All related parcels to be combined).

j) On January 8, 2018, the Planning Commission TABLED the above-mentioned item to January 22, 2018 so that the petitioner could research the alley and street vacations, as well as the lot combination.

k) On June 7, 2017, the Zoning Board of Appeals GRANTED the petitioner permission to:

1) Retain an 8-foot privacy fence surrounding the legal non-conforming salvage yard, for a total of 1,655 lineal feet.

2) Retain architectural design stripe painting on building 32" x 218' = 581.34 sq. ft.

3) Retain painted sign on south elevation "iDRIVE AUTO PARTS" 48" x 192" = 64 sq. ft.

4) Retain painted sign on east elevation "iDRIVE AUTO PARTS" 80" x 216" = 120 sq. ft.

l) On November 29, 1987, the Zoning Board of Appeals GRANTED the petitioner permission to:

Construct a 60 ft. x 56 ft. building addition to the front property line on Edom Ave., and to within 12 ft. of the building line.

Also permission to waive approximately 15% of the required off-street parking, with the following conditions:

That the parking lot be of crushed stone and that a drywell be installed.

m) On February 10, 1987, the Zoning Board of Appeals GRANTED the petitioner permission to:

1) Operate a junk yard and allow open storage of junk vehicles and related items to all property lines.

2) Retain the existing barbwire on the existing chain-link fence.

3) Waive the 20-ft. wide by 8-ft. high greenbelt.

4) Waive the six (6) ft. high, tight, unpierced fence.

5) Waive all required, hard surface, off-street parking.

6) Waive the required loading space.

7) Waive the temporary certificate of compliance from the Building Department.

The Board granted these variances with the condition they erect an enclosing fence on the easterly property line abutting Helle within a period of two (2) years.

n) On May 10, 1983, the City Council by formal motion REZONED the property in question; Lots 226 through 232 and Lots 91 through 96 of Frank C. Nall's Sunset Hills Subdivision from M-2, Medium Light Industrial District, to M-4, Heavy Industrial District, as amended by Zoning Map No. 30-660.

o) On November 9, 1982, Circuit Court Judge Raymond R. Casher (Case No. 79-7573 CE) ordered and adjudged that the M-2 zoning of the parcel of land described as Lots 91 through 96 of Frank C. Nall's Sunset Hills Subdivision, commonly described as 1423 Edom Ave., and Lots 226 through 232 of Frank C. Nall's Sunset Hills Subdivision, commonly described as 71621 Helle, be declared invalid in that it is confiscatory, and constitutes an arbitrary and capricious exclusion of a legitimate land use. It was further ordered that the petitioner be remanded to City Council within 60 days.

p) On February 2, 1981 the City Council by formal motion VACATED the following public street located in Frank C. Nall's Sunset Hills Subdivision as recorded in Macomb County Records, Liber 3365, Page 539:

That portion of public street known as Edom Ave. abutting Lots 50 and 101.

NOTE: An easement was retained for public utility purposes within said portion of the vacated public street (Edom).

q) On November 27, 1979, the City Council by formal motion VACATED the following public streets and public alleys located in Frank C. Nall's Sunset Hills Subdivision as recorded in Macomb County records; Liber 3189, Page 437:

That portion of public street known as Edom Ave. abutting Lots 60 through 71 inclusive and Lots 74 through 91 inclusive of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan; and

The 14-ft. north-south public alley abutting Lots 68 through 71 inclusive of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan; and

The 25-ft. north-south public alley abutting Lots 72 through 74 inclusive of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

NOTE: An easement was retained for public utility purposes within said portion of the vacated public street (Edom) and public alleys.

r) On October 9, 1979, the City Council by formal motion DENIED the request to rezone the property in question; Lots 226 through 232 and Lots 91 through 96 of Frank C. Nall's Sunset Hills Subdivision from M-2, Medium Light Industrial District, to M-4, Heavy Industrial District.

s) On April 23, 1974 the City Council by formal motion VACATED the following public streets located in Frank C. Nall's Sunset Hills Subdivision as recorded in Macomb County Records, Liber 2496, Page 899:

That portion of Edom Ave., abutting Lots 44 through 49 inclusive, 55 through 59 inclusive, 92 through 96 inclusive, and 102 through 106 inclusive of Frank C. Nall's Sunset Hills Subdivision in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

That portion of Helle Street, abutting Lots 209 through 216 inclusive, 249 through 255 inclusive, and parts of Lots 217 and 248 of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

That portion of Marie Street, abutting Lots 387 through 395 inclusive of Frank C. Nall's Sunset Hills Subdivision and Lot 1 of Arlington Manor Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

NOTE 1: An easement was retained for public utility purposes within said portion of the vacated public streets (Edom, Helle, and Marie).

NOTE 2: On May 10, 2024, a draft ingress/egress document was submitted to the Planning Department for review. The document was forwarded to the Acting City Attorney. An updated ingress/egress document was provided by Ms. Burdi on June 14, 2024. The document is under review.

t) On January 16, 1952, the Macomb County Road Commission ordered the closing (vacation) of the north/south 14 ft. wide alley at the intersection of Prospect Ave. and Groesbeck Hwy. abutting Lots 97 to 103 on the west side, and abutting Lot 202 to 205 on the east side, inclusive of Frank C. Nall's Sunset Hills Subdivision.

NOTE 1: A ten (10) ft. wide easement was retained for public utilities.

NOTE 2: The City of Warren legal description does not include the vacated 14 ft. wide alley. The entire 14 ft. wide alley abutting Lots 98 through 103 and Lots 202 through 204 would be combined with the petitioner's property. However, only half (7 ft.) abutting Lot 97 would be combined with the petitioner's property, and the other half (7 ft.) combined with Lot 205, owned by another individual.

u) On June 13, 1951, the Building Division issued Building Permit No. 12529 for a cinder block and brick commercial addition measuring 40 ft. x 54 ft. wide and containing 2,160 sq. ft.

v) On March 24, 1951, the Building Division issued Building Permit No. 12100 for a cinder block commercial addition measuring 26 ft. x 22 ft. wide and containing 572 sq. ft.

w) On September 2, 1949, the Building Division issued Building Permit No. 9750 for a brick industrial addition measuring 18 ft. x 23 ft. and containing 414 sq. ft.

x) On March 27, 1942, the Building Division issued Building Permit No. 5560 for a cement brick and block industrial addition measuring 35 ft. x 76 ft. and containing 2,660 sq. ft.

4. **GENERAL DESCRIPTION OF ABUTTING PROPERTIES IS AS FOLLOWS:**

a) The property to the north across Toepfer Rd. is zoned M-2 and contains an industrial use (concrete batch plant).

b) The property to the east across Helle Ave. is zoned M-2 and contains and landscaping company.

c) The property to the south is zoned M-2 and M-4 and contains open storage/recycling yard.

d) The property to the west across the railroad tracks is zoned M-3 and contains an industrial use.

5. Notice letters were sent to the local school district, all City of Warren departments and divisions and affected utilities. Letters have been received from DPW, Fire, Police, Comcast, and DTE.

   The following objections, written and/or stated, to the public utility easement vacation were provided:

   a) From Comcast: We have conflicts with the proposed vacation of public easement, Aerial cables are highlighted in orange for fiber and yellow for coax cable. Underground is highlighted in blue for fiber and green for coax cable.

   b) From DTE: DTE has an objection to this request to vacate public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision impacting 21311 Groesbeck Hwy., Warren MI 48089, Section 35; per the site plan provided. DTE has equipment in the easement. If you have any questions, please do not hesitate to contact me at 586-783-1978.

6. A review by the Planning Staff of the area in question indicates that there are utility poles and overhead utility wires in the area of the easement. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner. The success of the easement vacation and relocation plan will determine the timing of the proposed 6,883 sq. ft. building addition (if approved).

6.d) REQUEST TO VACATE PUBLIC UTILITY EASEMENT; Ten (10) ft. wide north/south public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision
21311 GROESBECK
Process #PEV240004
Section 35
Brays Investments, LLC (Kalven Hermiz); Victor Pirrami (Pirrami Land Holding LLC)
August 19, 2024

RECOMMENDATION

It is recommended that the ten (10) ft. wide north/south public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Groesbeck Hwy. be VACATED subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner. The success of the easement vacation and relocation plan will determine the timing of the proposed 6,883 sq. ft. building addition (if approved).

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

And furthermore recommendation were received from the following division and departments to notify the petitioner that these items will be addressed during the Building Division permit process:

TAXES: Current.

DPW: Based on our foreman's investigations this will not affect DPW operations.

ENGINEERING: Preliminary review of this site has yielded no comments from the Engineering Division.

FIRE: The Warren Fire Department approves this site plan. If you have any questions please contact me at 586-756-2800 ext. 3300.

POLICE: The Traffic Division is in receipt of your letter dated June 26, 2024. The noted petition does not affect our operations, and the Traffic Division is neutral on the use of the property. Thank you for notifying our department.

COMCAST: We have conflicts with the proposed vacation of public easement. Aerial cables are highlighted in orange for fiber and yellow for coax cable. Underground is highlighted in blue for fiber and green for coax cable.

DTE: DTE has an objection to this request to vacate public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision impacting 21311 Groesbeck Hwy., Warren MI 48089, Section 35; per the site plan provided. DTE has equipment in the easement. If you have any questions, please do not hesitate to contact me at 586-783-1978.

REQUEST TO VACATE PUBLIC UTILITY EASEMENT: vacate the existing north/south Ten (10) ft. wide public utility easement abutting Lots 97 Through 101 and Lots 202 Through 205 of Frank C. Nall's Sunset Hill Subdivision; 21311 Groesbeck; Section 35; Brays Investments, LLC (Kalven Hermiz); Victor Pirrami (Pirrami Land Holding LLC) PEV240004.





WARREN
Warren Planning Department
One City Square, Suite 315
Warren, MI 48093
Office: 586-574-4687
CityofWarren.org

N

D. REQUEST TO VACATE PUBLIC UTILITY EASEMENT; vacate the existing north/south Ten (10) ft. wide public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Groesbeck Highway; 21311 Groesbeck; Section 35; Brays Investments, LLC (Kalven Hermiz); Victor Pirrami (Pirrami Land Holding LLC); PEV240004.

PETITIONERS PORTION:
Ms. Caren Burdi – Caren Burdi on behalf of iDrive Auto and Kalven Hermiz. My address is 31851 Mound Road, Warren, Michigan 48092. On this easement, I've depicted it in orange, now you might ask why this wasn't part of the petition for this easement because it looks like it's a continuation and it was. However, this portion in orange, the alley was already vacated and went through all the proper procedures, but they reserved a 10 foot utility easement in this location. So that's why we are here on this item, only for the utility easement on this portion that is right in front of his building. So we are asking to vacate that.

Vice Chair Boniecki reads the following correspondence:

TAXES: Current.

DPW: Based on our foreman's investigations this will not affect DPW operations.

ENGINEERING: Preliminary review of this site has yielded no comments from the Engineering Division.

FIRE: The Warren Fire Department approves this site plan. If you have any questions please contact me at 586-756-2800 ext. 3300.

POLICE: The Traffic Division is in receipt of your letter dated June 26, 2024. The noted petition does not affect our operations, and the Traffic Division is neutral on the use of the property. Thank you for notifying our department.

COMCAST: We have conflicts with the proposed vacation of public easement. Aerial cables are highlighted in orange for fiber and yellow for coax cable. Underground is highlighted in blue for fiber and green for coax cable.

APPROVED

DTE: DTE has an objection to this request to vacate public utility easement abutting Lots 97 through 101 and Lots 202 through 205 of Frank C. Nall's Sunset Hills Subdivision impacting 21311 Groesbeck Hwy., Warren MI 48089, Section 35; per the site plan provided. DTE has equipment in the easement. If you have any questions, please do not hesitate to contact me at 586-783-1978.

Mr. Ron Wuerth reads the recommendation of the Staff:

MOTION:
A motion was made by Commissioner Duzyj to approve, supported by Commissioner Robinson.

ROLL CALL:
The motion carried as follows:

Commissioner Ansar..... Yes
Commissioner Duzyj..... Yes
Commissioner Holowaty..... Yes
Commissioner Hoque..... Yes
Commissioner Robinson..... Yes
Vice Chair Boniecki..... Yes
Chair Smith..... Yes

E. SITE PLAN FOR SHEETZ GAS STATION AND CONVENIENCE STORE; located on the southeast corner of Twelve Mile and Mound Roads, 5920 Twelve Mile Road and 28950 Mound Road; Section 16; Beverly Suida/Smokehouse Holdings LLC (Kareem Amr/Skilken Gold); PSP240016.

PETITIONERS PORTION:
Mr. David Brucklemeyer – Good evening, my name is David Brucklemeyer with Sheetz, 39300 W. Twelve Mile Road, Farmington Hills, Michigan. Thank you for having me here tonight, it's a pleasure to be here. We've been working with your City Staff for several months on this project and we are excited to present it to you. Knowing that Sheetz is pretty new to the area we'd like to take just a few minutes of your time and give you an idea of our brand and who we are.

APPROVED

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

September 11, 2024

TO: Lori M. Stone, Mayor

FROM: Ronald F. Wuerth, Planning Director

RE: REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south seven (7) ft. wide public alley and utility easement abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision located on the north side of Prospect Avenue and west of Groesbeck Highway; 21311 Groesbeck; Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); R & S Grant Investment Company, LLC (Robert Grant); PAV240003.

At a public hearing on August 19, 2024, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the public alley and utility easement vacation.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, and plans in connection with this matter.

Should you and/or your staff wish to discuss the details of this project or to go over any of the items in this packet, myself and the Planning staff are available for assistance.

Sincerely,

Ronald F. Wuerth

Ronald F. Wuerth, AICP
Planning Director

/mzm

Attachments

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

September 11, 2024

TO: Mindy Moore, Secretary
Warren City Council

FROM: Mayor, Planning Commission, and Planning Director

RE: REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south seven (7) ft. wide public alley and utility easement abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision located on the north side of Prospect Avenue and west of Groesbeck Highway; 21311 Groesbeck; Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); R & S Grant Investment Company, LLC (Robert Grant); PAV240003.

At a public hearing on August 19, 2024, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the public alley and utility easement vacation.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, and plans in connection with this matter.

Please schedule this matter for formal action by the City Council. If you have any questions or need additional information, please contact the Planning Director, Ronald Wuerth.

Thank you for your cooperation in this matter.

Respectfully submitted,

Mahmuda Mouri
Commission Secretary

Read and Concur:

Mayor

/mzm

Attachments

RESOLUTION TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT
21311 GROESBECK HIGHWAY
(PAV240003)

A regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on _____, 2024, at 7:00 p.m. Eastern Daylight Savings Time in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden Avenue, Warren, Michigan, 48092.

PRESENT: _____

_____

ABSENT: _____

_____

The following preamble and resolution was offered by Councilmember _____ and supported by Councilmember _____:

On August 19, 2024, the Planning Commission adopted the attached resolution, recommending to the Council of the City of Warren approval of the vacation of the existing north/south seven (7) ft. wide public alley and utility easement abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision located on the north side of Prospect Avenue and west of Groesbeck Highway, in accordance with Article II, Chapter 34 of the Code of Ordinances of the City of Warren subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner.

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public alley and utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public alley and utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

BE IT RESOLVED, the Council of the City of Warren hereby approves the public alley and utility easement vacation for the above-mentioned property of 21311 Groesbeck Highway.

AYES: _____

_____

NAYS: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

_____
SONJA BUFFA
City Clerk

Drafted by:
Melissa Z. Maisano
Planning Department, City of Warren
One City Square, Suite 315
Warren, Michigan 48093-5285

When recorded return to:
City Clerk
One City Square, Suite 205
Warren, Michigan 48093-5285

RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statutes and ordinances governing the same and having held a public hearing thereon on Monday, the 19th day of August, 2024, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden Avenue, Warren, Michigan 48092, and having considered the objections raised thereto, resolves to recommend for approval, and does so recommend to the Council of the City of Warren, that the existing north/south seven (7) ft. wide public alley and utility easement abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision located on the north side of Prospect Avenue and west of Groesbeck Highway, be vacated in accordance with Article II, Chapter 34 of the Code of Ordinances of the City of Warren subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner.

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public alley and utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public alley and utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

RESOLUTION adopted at the meeting of August 19, 2024.

PLANNING COMMISSION OF THE CITY OF WARREN

Warren Smith, Chair

Mahmuda Mouri, Secretary

PLANNING DEPARTMENT
ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

August 23, 2024

Caren M. Burdi
Earl, Earl & Rose, PLLC
31851 Mound Road
Warren, MI 48092

RE: REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south seven (7) ft. wide public alley and utility easement abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision located on the north side of Prospect Avenue and west of Groesbeck Highway; 21311 Groesbeck; Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); R & S Grant Investment Company, LLC (Robert Grant); PAV240003.

Dear Ms. Burdi:

At its meeting of August 19, 2024, the City of Warren Planning Commission voted to recommend for **APPROVAL** the above-described public alley and utility easement vacation, subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner.

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public alley and utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public alley and utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

And furthermore recommendation were received from the following division and departments to notify the petitioner that these items will be addressed during the Building Division permit process:

TAXES: Current.

ASSESSING: In response to your letter dated June 27, 2024 regarding the request to vacate public alley and utility easement for Lots 55 through 69 of Frank C. Nall's Sunset Hills Sub in Section 35, this appears to create no issues in the Assessing Department.

DPW: Based on our foreman's investigation this will not affect DPW operations.

FIRE: The Warren Fire Department approves this site plan. If you have any questions please contact me at 586-756-2800 ext. 3300.

POLICE: The noted petition does not affect our operations, and the Traffic Division is neutral on the use of the property.

AT&T: AT&T does not object to this proposal.

COMCAST: We have no facilities or conflicts with this proposal.

Should you have any questions, please do not hesitate to contact our office at 586-574-4687.

Sincerely,

Mahmuda Mouri
Commission Secretary

/mzm

cc: Mayor
Ronald F. Wuerth, Planning Director
Mary Michaels, Chief Assistant City Attorney
Everett Murphy, Chief Zoning Inspector
James Kazanowski, Fire Department
Kalven Hermiz, Brays Investments, LLC

6.c) REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south seven (7) ft. wide public alley and utility easement abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision
21311 GROESBECK
Process #PAV240003
Section 35
Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); R & S Grant Investment Company, LLC (Robert Grant)
August 19, 2024

FINDINGS

1. The petitioner is requesting to vacate the existing north/south seven (7) ft. wide public alley and utility easement abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision located on the north side of Prospect Avenue and west of Groesbeck Hwy.

NOTE: The current project, as indicated on the application, is to vacate the 7 ft. wide alley and utility easement from Lots 55 through 67. However, in the Planning Staff public notice mailing, it was indicated as Lots 55 through 69. Lots 68 and 69 were indicated in error; as the alley abutting Lots 68 and 69 was vacated on November 27, 1979. Based on this information, we updated the findings and recommendation accordingly.

2. **CHARACTERISTICS OF THE 7 FT. WIDE ALLEY AND PUBLIC UTILITY EASEMENT IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**

   a) The public alley and public utility easement area has a total width of 7 ft. and a length of 391 ft. and is surfaced with grass, gravel and concrete. It also appears that the petitioner is currently utilizing portions of the alley for open storage. The public alley and easements abut Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision.

   Per City Engineering records, it does not appear that any water, sanitary, or storm sewers exist within the proposed vacation area (alley and easement). However, utility poles with overhead wires and lighting exist along the alley.

   b) The 7 ft. wide alley and associated public utility easement is located abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision. It is located on the north side of Prospect Ave. and west of Groesbeck Hwy.

   The abutting property owners of Lots 55 through 59 (R & S Grant Investment Co.); Lots 60 through 62 (Selman Transportation Inc.); and the petitioner's property, Lots 63 through 67 (Bray's Investments LLC). The respective owners would receive the full 7 ft. in the areas the alley abuts their properties. The 7 ft. wide alley is the westernmost boundary of Frank C. Nall's Sunset Hills Subdivision. There are no lots within the subdivision abutting the 7 ft. wide alley to the west.

c) The petitioner's purpose for the proposed easement vacation request is to use the property for vehicle storage, and to combine lots after the vacations are complete. The site plan for the project (site plan for building addition, new accessory building, and open storage of vehicles) was approved by the Planning Commission on July 8, 2024 with a list of conditions, including the easement vacation. The approval of the vacation and relocation plan for any affected utilities within the easement area must be completed prior to forwarding the site plan to the Building Division.

3. **CURRENT STATUS OF APPLICATION:**

a) The present hearing will be the initial formal review of this application by the Planning Commission.

Chapter 34 Streets, Sidewalks and other Public Places, Article II, Vacating Public Ways of the Code of Ordinances require the Planning Commission to review the proposed vacation at the request of the City Council or when a petition has been duly executed by sixty percent (60%) of all owners of record of land contiguous and adjoining the public way. The Planning Commission must then make its report and recommendations to City Council. A total of 100% of the abutting property owners signed the petition to vacate the easement; therefore, no publication of notice of public hearing is required.

b) The Land Division Act provides that "permanent structures may not be erected within easement limits by the owner of the fee but the owner shall have the right to make any other use of the land not inconsistent with the rights of public utilities or the other uses as noted on the plat".

c) On July 8, 2024, the City of Warren Planning Commission voted to APPROVE the following related project:

SITE PLAN FOR BUILDING ADDITION, NEW ACCESSORY BUILDING, AND OPEN STORAGE OF VEHICLES; located on the west side of Groesbeck Highway in the area of Prospect Avenue and Toepfer Road; 21311 Groesbeck Highway and parcels north of Prospect Avenue (13-35-326-001 through 13-35-326-009, 13-35-327-001 through 13-35-327-018, 13-35-327-020 through 13-35-327-026, and the north 523.67 feet of parcel 13-35-352-015) along with parcels south of Prospect Avenue (13-35-331-001, 13-35-331-002, and 13-35-331-006); Section 35; Kalven Hermiz/Brays Investments LLC & Edom Properties LLC (Caren Burdi/Earl, Earl & Rose, PLLC); PSP240006.

d) On May 20, 2024, the Planning Commission POSTPONED the site plan for building addition, new accessory building, and open storage of vehicles to July 8, 2024. The reasons for postponement were as follows:

1) The plan is missing key information, such as utilities, a complete list of all parcels and addresses involved in the project, subdivision lot information, and a clearly defined property boundary with bearings and dimensions.

2) The representative has indicated that she is currently going through the Circuit Court process to vacate public ways such as streets and alleys. This information shall be provided to the Planning Department, and noted on the site plan. There are some records of existing vacations, but there are others where no records were found. It is necessary to know what is in process of being vacated, and the length of time that this may take.

3) Having accurate information on the plan and knowing the current and proposed vacations necessary to clean up the site is all important and needs to be indicated on the plan.

e) On April 8, 2024, the Planning Commission voted to POSTPONE the site plan for building addition, new accessory building, and open storage of vehicles to May 20, 2024 at the request of the petitioner's representative so that they could have a meeting with the Acting City Attorney, Mary Michaels, regarding the request to post a performance bond so that building can begin before the vacation makes it through Circuit Court.

NOTE: Per the Acting City Attorney, the meeting took place, and submitting a bond will be acceptable. Per the Acting City Attorney, the petitioner's representative will be submitting an agreement pertaining to the bond to be submitted that would potentially allow construction to take place prior to the finalization of the vacations by Circuit Court.

f) On January 22, 2018, the Planning Commission APPROVED the site plan for open storage of passenger vehicles.

NOTE: The project was extended three (3) times, first to January 22, 2021, second to June 22, 2022, and third to December 22, 2023. A fourth (4^{th}) extension was not requested, and therefore this project has expired.

However, any condition that was started as a result of this project, shall be completed with the new project. According to the representative, an action was filed in Circuit Court pertaining to ownership (Case No. 21-0023435-CB).

According to Ms. Burdi, the litigation delayed the ability to vacate easements and combine properties.

g) On June 27, 2018, the Zoning Board of Appeals GRANTED the petitioner permission to:

1) Construct an 8 ft. high chain link fence.

2) Construct a chain link fence in the required setback.

3) Erect a 20 ft. freestanding sign with a 10 ft. setback from the sidewalk. (All related parcels to be combined).

h) On January 8, 2018, the Planning Commission TABLED the above-mentioned item to January 22, 2018 so that the petitioner could research the alley and street vacations, as well as the lot combination.

i) On June 7, 2017, the Zoning Board of Appeals GRANTED the petitioner permission to:

1) Retain an 8-foot privacy fence surrounding the legal non-conforming salvage yard, for a total of 1,655 lineal feet.

2) Retain architectural design stripe painting on building 32" x 218' = 581.34 sq. ft.

3) Retain painted sign on south elevation "iDRIVE AUTO PARTS" 48" x 192" = 64 sq. ft.

4) Retain painted sign on east elevation "iDRIVE AUTO PARTS" 80" x 216" = 120 sq. ft.

j) On November 29, 1987, the Zoning Board of Appeals GRANTED the petitioner permission to:

Construct a 60 ft. x 56 ft. building addition to the front property line on Edom Ave., and to within 12 ft. of the building line.

Also permission to waive approximately 15% of the required off-street parking, with the following conditions:

That the parking lot be of crushed stone and that a drywell be installed.

k) On February 10, 1987, the Zoning Board of Appeals GRANTED the petitioner permission to:

1) Operate a junk yard and allow open storage of junk vehicles and related items to all property lines.

2) Retain the existing barbwire on the existing chain-link fence.

3) Waive the 20-ft. wide by 8-ft. high greenbelt.

4) Waive the six (6) ft. high, tight, unpierced fence.

5) Waive all required, hard surface, off-street parking.

6) Waive the required loading space.

7) Waive the temporary certificate of compliance from the Building Department.

The Board granted these variances with the condition they erect an enclosing fence on the easterly property line abutting Helle within a period of two (2) years.

l) On May 10, 1983, the City Council by formal motion REZONED the property in question; Lots 226 through 232 and Lots 91 through 96 of Frank C. Nall's Sunset Hills Subdivision from M-2, Medium Light Industrial District, to M-4, Heavy Industrial District, as amended by Zoning Map No. 30-660.

m) On November 9, 1982, Circuit Court Judge Raymond R. Casher (Case No. 79-7573 CE) ordered and adjudged that the M-2 zoning of the parcel of land described as Lots 91 through 96 of Frank C. Nall's Sunset Hills Subdivision, commonly described as 1423 Edom Ave., and Lots 226 through 232 of Frank C. Nall's Sunset Hills Subdivision, commonly described as 71621 Helle, be declared invalid in that it is confiscatory, and constitutes an arbitrary and capricious exclusion of a legitimate land use. It was further ordered that the petitioner be remanded to City Council within 60 days.

n) On February 2, 1981, the City Council by formal motion VACATED the following public street located in Frank C. Nall's Sunset Hills Subdivision as recorded in Macomb County Records, Liber 3365, Page 539:

That portion of public street known as Edom Ave. abutting Lots 50 and 101.

NOTE: An easement was retained for public utility purposes within said portion of the vacated public street (Edom).

o) On November 27, 1979, the City Council by formal motion VACATED the following public streets and public alleys located in Frank C. Nall's Sunset Hills Subdivision as recorded in Macomb County Records, Liber 3189, Page 437:

That portion of public street known as Edom Ave. abutting Lots 60 through 71 inclusive and Lots 74 through 91 inclusive of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan; and
The 14-ft. north-south public alley abutting Lots 68 through 71 inclusive of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan; and

The 25-ft. north-south public alley abutting Lots 72 through 74 inclusive of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

NOTE : An easement was retained for public utility purposes within said portion of the vacated public street (Edom) and public alleys.

p) On October 9, 1979, the City Council by formal motion DENIED the request to rezone the property in question; Lots 226 through 232 and Lots 91 through 96 of Frank C. Nall's Sunset Hills Subdivision from M-2, Medium Light Industrial District, to M-4, Heavy Industrial District.

q) On April 23, 1974, the City Council by formal motion VACATED the following public streets located in Frank C. Nall's Sunset Hills Subdivision as recorded in Macomb County Records, Liber 2496, Page 899:

That portion of Edom Ave., abutting Lots 44 through 49 inclusive, 55 through 59 inclusive, 92 through 96 inclusive, and 102 through 106 inclusive of Frank C. Nall's Sunset Hills Subdivision in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

That portion of Helle Street, abutting Lots 209 through 216 inclusive, 249 through 255 inclusive, and parts of Lots 217 and 248 of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

That portion of Marie Street, abutting Lots 387 through 395 inclusive of Frank C. Nall's Sunset Hills Subdivision and Lot 1 of Arlington Manor Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

NOTE 1: An easement was retained for public utility purposes within said portion of the vacated public streets (Edom, Helle, and Marie).

NOTE 2: On May 10, 2024, a draft ingress/egress document was submitted to the Planning Department for review. The document was forwarded to the Acting City Attorney. An updated ingress/egress document was provided by Ms. Burdi on June 14, 2024. The document is under review.

r) On January 16, 1952, the Macomb County Road Commission ordered the closing (vacation) of the north/south 14 ft. wide alley at the intersection of Prospect Ave. and Groesbeck Hwy. abutting Lots 97 to 103 on the west side, and abutting Lot 202 to 205 on the east side, inclusive of Frank C. Nall's Sunset Hills Subdivision.

NOTE 1: A ten (10) ft. wide easement was retained for public utilities.

NOTE 2: The City of Warren legal description does not include the vacated 14 ft. wide alley. The entire 14 ft. wide alley abutting Lots 98 through 103 and Lots 202 through 204 would be combined with the petitioner's property. However, only half (7 ft.) abutting Lot 97 would be combined with the petitioner's property, and the other half (7 ft.) combined with Lot 205, owned by another individual.

s) On June 13, 1951, the Building Division issued Building Permit No. 12529 for a cinder block and brick commercial addition measuring 40 ft. x 54 ft. wide and containing 2,160 sq. ft.

t) On March 24, 1951, the Building Division issued Building Permit No. 12100 for a cinder block commercial addition measuring 26 ft. x 22 ft. wide and containing 572 sq. ft.

u) On September 2, 1949, the Building Division issued Building Permit No. 9750 for a brick industrial addition measuring 18 ft. x 23 ft. and containing 414 sq. ft.

v) On March 27, 1942, the Building Division issued Building Permit No. 5560 for a cement brick and block industrial addition measuring 35 ft. x 76 ft. and containing 2,660 sq. ft.

4. **GENERAL DESCRIPTION OF ABUTTING PROPERTIES IS AS FOLLOWS:**

a) The property to the north across Toepfer Rd. is zoned M-2 and contains an industrial use (concrete batch plant).

b) The property to the east across Helle Ave. is zoned M-2 and contains and landscaping company.

c) The property to the south is zoned M-2 and M-4 and contains open storage/recycling yard.

d) The property to the west across the railroad tracks is zoned M-3 and contains an industrial use.

5. Notice letters were sent to the local school district, all City of Warren departments and divisions and affected utilities. Letters have been received from Assessing, DPW, Fire, Police, AT&T, and Comcast.

   There were no objections, written and/or stated, to the public alley and utility easement vacation.

6. A review by the Planning Staff of the area in question indicates that there are utility poles and overhead utility wires in the area of the public alley. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner.

6.c) REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south seven (7) ft. wide public alley and utility easement abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision
21311 GROESBECK
Process #PAV240003
Section 35
Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); R & S Grant Investment Company, LLC (Robert Grant)
August 19, 2024

RECOMMENDATION

It is recommended that the north/south seven (7) ft. wide public alley and utility easement abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision located on the north side of Prospect Ave. and west of Groesbeck Hwy. be VACATED subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner.

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public alley and utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public alley and utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

And furthermore recommendation were received from the following division and departments to notify the petitioner that these items will be addressed during the Building Division permit process:

TAXES: Current.

ASSESSING: In response to your letter dated June 27, 2024 regarding the request to vacate public alley and utility easement for Lots 55 through 69 of Frank C. Nall's Sunset Hills Sub in Section 35, this appears to create no issues in the Assessing Department.

DPW: Based on our foreman's investigation this will not affect DPW operations.

FIRE: The Warren Fire Department approves this site plan. If you have any questions please contact me at 586-756-2800 ext. 3300.

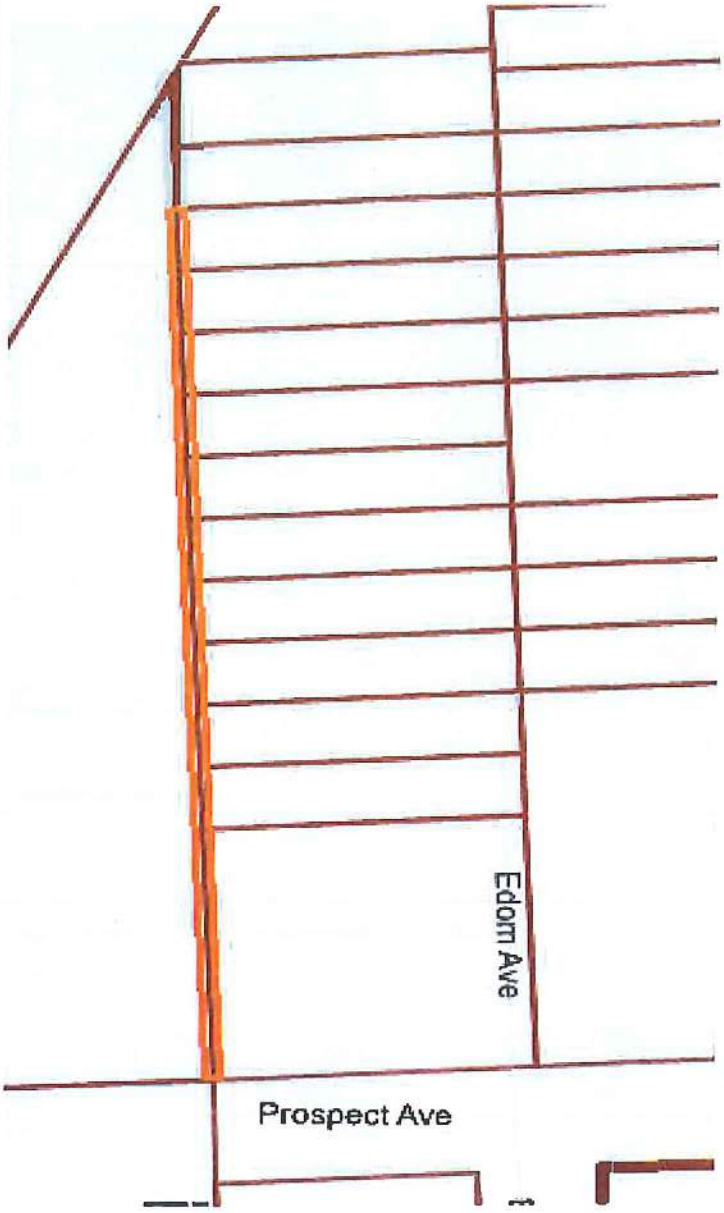
POLICE: The noted petition does not affect our operations, and the Traffic Division is neutral on the use of the property.

AT&T: AT&T does not object to this proposal.

COMCAST: We have no facilities or conflicts with this proposal.

REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT: vacate the existing north/south seven (7) ft. wide public alley and utility easement of Lots 55 through 67 of Frank C. Nall's Sunset Hill Subdivision; 21311 Groesbeck; Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); R & S Grant Investment Company, LLC (Robert Grant); PAV240003





WARREN
Warren Planning Department
One City Square, Suite 315
Warren, MI 48093
Office: 586-574-4687
CityofWarren.org

N

Then the last one is item number 5, in the recommendation it's being called in the first sentence public utility, I think it should say public alley and utility easement because I think it's both right now. Those are my only corrections.

Chair Smith – Thank you.

ROLL CALL:
The motion carried as follows:

Commissioner Ansar..... Yes
Commissioner Duzyj..... Yes
Commissioner Holowaty..... Yes
Commissioner Hoque..... Yes
Commissioner Robinson..... Yes
Vice Chair Boniecki..... Yes
Chair Smith..... Yes

C. REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south seven (7) ft. wide public alley and utility easement abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision located on the north side of Prospect Avenue and west of Groesbeck Highway; 21311 Groesbeck; Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); R & S Grant Investment Company, LLC (Robert Grant); PAV240003.

PETITIONERS PORTION:
Ms. Caren Burdi – Caren Burdi again, 31851 Mound Road, Warren, Michigan, 48092. This item reflects this easement right here, whereas this part of the easement was already vacated and went through Circuit Court, this portion was not. So that's the portion we are discussing here tonight. It's pretty much the same reasons trying to clean up the property, make it so it's useable and efficient.

Vice Chair Boniecki reads the following correspondence:

TAXES: Current.

ASSESSING: In response to your letter dated June 27, 2024 regarding the request to vacate public alley and utility easement for Lots 55 through 69 of Frank C. Nall's Sunset Hills Sub in Section 35, this appears to create no issues in the Assessing Department.

APPROVED

DPW: Based on our foreman's investigation this will not affect DPW operations.

FIRE: The Warren Fire Department approves this site plan. If you have any questions please contact me at 586-756-2800 ext. 3300.

POLICE: The noted petition does not affect our operations, and the Traffic Division is neutral on the use of the property.

AT&T: AT&T does not object to this proposal.

COMCAST: We have no facilities or conflicts with this proposal.

Mr. Ron Wuerth reads the recommendation of the Staff:

MOTION:
A motion was made by Commissioner Robinson to approve, supported by Commissioner Holowaty.

Ms. Caren Burdi – May I?

Chair Smith – Yes, go ahead.

Ms. Caren Burdi – Again for item number 2, there may be no utilities that are in this easement, but if there are, I'll submit a relocation plan to the Planning Department. And number 5, this one too is an alley and a public utility, so if we could just change that.

Chair Smith – Thank you, we will note those.

ROLL CALL:
The motion carried as follows:

Commissioner Ansar..... Yes
Commissioner Duzyj..... Yes
Commissioner Holowaty..... Yes
Commissioner Hoque..... Yes
Commissioner Robinson..... Yes
Vice Chair Boniecki..... Yes
Chair Smith..... Yes

APPROVED

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

September 11, 2024

TO: Lori M. Stone, Mayor

FROM: Ronald F. Wuerth, Planning Director

RE: REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south fourteen (14) ft. wide public alley and utility easement abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Toepfer Road; 21311 Groesbeck; Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); PAV240002.

At a public hearing on August 19, 2024, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the public alley and utility easement vacation.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, and plans in connection with this matter.

Should you and/or your staff wish to discuss the details of this project or to go over any of the items in this packet, myself and the Planning staff are available for assistance.

Sincerely,

Ronald F. Wuerth

Ronald F. Wuerth, AICP
Planning Director

/mzm

Attachments

PLANNING DEPARTMENT
One City Square, Suite 315
Warren, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

September 11, 2024

TO: Mindy Moore, Secretary
Warren City Council

FROM: Mayor, Planning Commission, and Planning Director

RE: REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south fourteen (14) ft. wide public alley and utility easement abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Toepfer Road; 21311 Groesbeck; Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); PAV240002.

At a public hearing on August 19, 2024, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to APPROVE the public alley and utility easement vacation.

You will find attached herewith a copy of the resolution, petitioner's letter, staff findings and recommendation, map, minutes, and plans in connection with this matter.

Please schedule this matter for formal action by the City Council. If you have any questions or need additional information, please contact the Planning Director, Ronald Wuerth.

Thank you for your cooperation in this matter.

Respectfully submitted,

Mahmuda Mouri
Commission Secretary

Read and Concur:

Mayor

/mzm

Attachments

RESOLUTION TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT
21311 GROESBECK HIGHWAY
(PAV240002)

A regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on _____, 2024, at 7:00 p.m. Eastern Daylight Savings Time in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden Avenue, Warren, Michigan, 48092.

PRESENT: _____

_____

ABSENT: _____

_____

The following preamble and resolution was offered by Councilmember _____ and supported by Councilmember _____:

On August 19, 2024, the Planning Commission adopted the attached resolution, recommending to the Council of the City of Warren approval of the vacation of the existing north/south fourteen (14) ft. wide public alley and utility easement abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Toepfer Road, be vacated in accordance with Article II, Chapter 34 of the Code of Ordinances of the City of Warren subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner.

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public alley and utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public alley and utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

BE IT RESOLVED, the Council of the City of Warren hereby approves the public alley and utility easement vacation for the above-mentioned property of 21311 Groesbeck Highway.

AYES: _____

_____

NAYS: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on _____, 2024.

_____
SONJA BUFFA
City Clerk

Drafted by:
Melissa Z. Maisano
Planning Department, City of Warren
One City Square, Suite 315
Warren, Michigan 48093-5285

When recorded return to:
City Clerk
One City Square, Suite 205
Warren, Michigan 48093-5285

RESOLUTION

The Planning Commission of the City of Warren having published Notice of Public Hearing in accordance with the statutes and ordinances governing the same and having held a public hearing thereon on Monday, the 19th day of August, 2024, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden Avenue, Warren, Michigan 48092, and having considered the objections raised thereto, resolves to recommend for approval, and does so recommend to the Council of the City of Warren, that the existing north/south fourteen (14) ft. wide public alley and utility easement abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Toepfer Road, be vacated in accordance with Article II, Chapter 34 of the Code of Ordinances of the City of Warren subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner.

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public alley and utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public alley and utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

RESOLUTION adopted at the meeting of August 19, 2024.

PLANNING COMMISSION OF THE CITY OF WARREN

Warren Smith, Chair

Mahmuda Mouri, Secretary

PLANNING DEPARTMENT
ONE CITY SQUARE, SUITE 315
WARREN, MI 48093-5283
(586) 574-4687
Fax (586) 574-4645
www.cityofwarren.org

August 23, 2024

Caren M. Burdi
Earl, Earl & Rose, PLLC
31851 Mound Road
Warren, MI 48092

RE: REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south fourteen (14) ft. wide public alley and utility easement abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Toepfer Road; 21311 Groesbeck; Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); PAV240002.

Dear Ms. Burdi:

At its meeting of August 19, 2024, the City of Warren Planning Commission voted to recommend for **APPROVAL** the above-described public alley and utility easement vacation, subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner.

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public alley and utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public alley and utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

And furthermore recommendation were received from the following division and departments to notify the petitioner that these items will be addressed during the Building Division permit process:

TAXES: Current.

ASSESSING: In reviewing the request to vacate public alley and utility easement of Lots 72 through 96 and Lots 206 through 232 of Frank's C. Nall's Sunset Hills Sub in Section 35, you do not list 21547 Helle Inc in your list of owners. This entity owns Lots 220 through 225. No other issues were noted in the Assessing Department for the vacation of this public alley and utility easement.

DPW: Based on our foreman's investigation this will not affect DPW operations.

ENGINEERING: Preliminary review of this site indicates that Planning Commission approval should be contingent upon the Petitioner's compliance with the following conditions:
1. 25' ROW dedication shall be required for Lots 72 through 90 on Edom Street.
2. 25' ROW dedication shall be required for Lots 209 through 217 on Helle Avenue.

FIRE: The Warren Fire Department approves this site plan. If you have any questions please contact me at 586-756-2800 ext. 3300.

POLICE: The Traffic Division is in receipt of your letter dated June 26, 2024. The noted petition does not affect our operations, and the Traffic Division is neutral on the use of the property.

AT&T: No objections to this proposal.

COMCAST: We have aerial conflicts with this proposal.

MCPW: Please be advised that this letter is for comment in relation to right of way and County drain easements only. This office would have no objection to the vacating of the public alley of the above project. There is not a County drain or easement on subject property. Prior to a site plan approval, any proposed project that is under the jurisdiction of this office shall apply the Macomb County Public Works Office Design Standards. It is advisable to schedule an engineering meeting with this office to discuss how our standards may apply. To schedule a meeting with this office please contact heather.morin@macombgov.org. Please contact this office, should you have any questions, 586-469-5910.

Should you have any questions, please do not hesitate to contact our office at 586-574-4687.

Sincerely,

Mahmuda Mouri
Commission Secretary

/mzm

cc: Mayor
Ronald F. Wuerth, Planning Director
Mary Michaels, Chief Assistant City Attorney
Everett Murphy, Chief Zoning Inspector
James Kazanowski, Fire Department
Kalven Hermiz, Brays Investments, LLC

6.b) REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south fourteen (14) ft. wide public alley and utility easement abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision
21311 GROESBECK
Process #PAV240002
Section 35
Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman)
August 19, 2024

FINDINGS

1. The petitioner is requesting to vacate the existing north/south fourteen (14) ft. wide public alley and utility easement abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Ave. and Toepfer Rd.

2. **CHARACTERISTICS OF THE 14 FT. WIDE ALLEY AND PUBLIC UTILITY EASEMENT IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**

   a) The public alley and public utility easement area has a total width 14 ft. and a length of 815.37 ft. and is surfaced with grass, gravel and concrete. It also appears that the petitioner is utilizing a portion of the vacated alley for open storage. The public alley and easements abuts Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision. The alley/easement terminates at the north end at Toepfer Rd.

   Per City Engineering records, it does not appear that any water, sanitary, or storm sewers exist within the proposed vacation area (alley and easement). However, utility poles with overhead wires and lighting exist along the alley.

   b) The 14 ft. wide alley and associated public utility easement is located abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Ave. and Toepfer Rd.

   The abutting property owners of Lots 91 through 96 and Lots 206 through 217 (Selman Transportation, Inc.); Lots 218 and 219 (Tea Pot Association LLC); Lots 220 through 225 (21547 Helle LLC); and the petitioner's property which is under two different ownership entities; Lots 72 through 80 and Lots 226 through 232 (Edom Properties LLC) and 81 through 90 (Bray's Investments LLC) would receive half ownership of the vacated alley. However, between Lots 76 and 226 the petitioner would receive full ownership of the alley, as he owns properties on both sides of the alley in this area.

NOTE: Between Lots 91 through 96 and 206 through 217, the City legal description includes the ½ vacated alley, however the recorded resolution for this action was not found, therefore as part of the site plan conditions, the petitioner was to vacate the alley and easement affecting his property. Additionally, one of the affected adjacent owners, Selman Transporation, Inc. was a co-applicant, and signed the petition.

c) The petitioner's purpose for the proposed easement vacation request is to use the property for vehicle storage, and to combine lots after the vacations are complete. The site plan for the project (site plan for building addition, new accessory building, and open storage of vehicles) was approved by the Planning Commission on July 8, 2024 with a list of conditions, including the easement vacation. The approval of the vacation and relocation plan for any affected utilities within the easement area must be completed prior to forwarding the site plan to the Building Division.

3. **CURRENT STATUS OF APPLICATION:**

a) The present hearing will be the initial formal review of this application by the Planning Commission.

b) Chapter 34 Streets, Sidewalks and other Public Places, Article II, Vacating Public Ways of the Code of Ordinances require the Planning Commission to review the proposed vacation at the request of the City Council or when a petition has been duly executed by sixty percent (60%) of all owners of record of land contiguous and adjoining the public way. The Planning Commission must then make its report and recommendations to City Council. A publication of notice of public hearing is required. A total of 80.7% of the abutting property owners signed the petition to vacate the easement.

c) The Land Division Act provides that "permanent structures may not be erected within easement limits by the owner of the fee but the owner shall have the right to make any other use of the land not inconsistent with the rights of public utilities or the other uses as noted on the plat".

d) On July 31, 2024, notice was given in the Warren Weekly for the August 19, 2024 public hearing before the Planning Commission.

e) On July 8, 2024, the City of Warren Planning Commission voted to APPROVE the following related project:

SITE PLAN FOR BUILDING ADDITION, NEW ACCESSORY BUILDING, AND OPEN STORAGE OF VEHICLES; located on the west side of Groesbeck Highway in the area of Prospect Avenue and Toepfer Road; 21311 Groesbeck Highway and parcels north of Prospect Avenue (13-35-326-001 through 13-35-326-009, 13-35-327-001 through 13-35-327-018, 13-35-327-020 through 13-35-327-026, and the north 523.67 feet of parcel 13-35-352-015) along with parcels south of Prospect Avenue (13-35-331-001, 13-35-331-002, and 13-35-331-006); Section 35; Kalven Hermiz/Brays Investments LLC & Edom Properties LLC (Caren Burdi/Earl, Earl & Rose, PLLC); PSP240006.

f) On May 20, 2024, the Planning Commission POSTPONED the site plan for building addition, new accessory building, and open storage of vehicles to July 8, 2024. The reasons for postponement were as follows:

1) The plan is missing key information, such as utilities, a complete list of all parcels and addresses involved in the project, subdivision lot information, and a clearly defined property boundary with bearings and dimensions.

2) The representative has indicated that she is currently going through the Circuit Court process to vacate public ways such as streets and alleys. This information shall be provided to the Planning Department, and noted on the site plan. There are some records of existing vacations, but there are others where no records were found. It is necessary to know what is in process of being vacated, and the length of time that this may take.

3) Having accurate information on the plan and knowing the current and proposed vacations necessary to clean up the site is all important and needs to be indicated on the plan.

g) On April 8, 2024, the Planning Commission voted to POSTPONE the site plan for building addition, new accessory building, and open storage of vehicles to May 20, 2024 at the request of the petitioner's representative so that they could have a meeting with the Acting City Attorney, Mary Michaels, regarding the request to post a performance bond so that building can begin before the vacation makes it through Circuit Court.

NOTE: Per the Acting City Attorney, the meeting took place, and submitting a bond will be acceptable. Per the Acting City Attorney, the petitioner's representative will be submitting an agreement pertaining to the bond to be submitted that would potentially allow construction to take place prior to the finalization of the vacations by Circuit Court.

h) On January 22, 2018, the Planning Commission APPROVED the site plan for open storage of passenger vehicles.

NOTE: The project was extended three (3) times, first to January 22, 2021, second to June 22, 2022, and third to December 22, 2023. A fourth (4^{th}) extension was not requested, and therefore this project has expired.

However, any condition that was started as a result of this project, shall be completed with the new project. According to the representative, an action was filed in Circuit Court pertaining to ownership (Case No. 21-0023435-CB).

According to Ms. Burdi, the litigation delayed the ability to vacate easements and combine properties.

i) On June 27, 2018, the Zoning Board of Appeals GRANTED the petitioner permission to:

1) Construct an 8 ft. high chain link fence.

2) Construct a chain link fence in the required setback.

3) Erect a 20 ft. freestanding sign with a 10 ft. setback from the sidewalk. (All related parcels to be combined).

j) On January 8, 2018, the Planning Commission TABLED the above-mentioned item to January 22, 2018 so that the petitioner could research the alley and street vacations, as well as the lot combination.

k) On June 7, 2017, the Zoning Board of Appeals GRANTED the petitioner permission to:

1) Retain an 8-foot privacy fence surrounding the legal non-conforming salvage yard, for a total of 1,655 lineal feet.

2) Retain architectural design stripe painting on building 32" x 218' = 581.34 sq. ft.

3) Retain painted sign on south elevation "iDRIVE AUTO PARTS" 48" x 192" = 64 sq. ft.

4) Retain painted sign on east elevation "iDRIVE AUTO PARTS" 80" x 216" = 120 sq. ft.

l) On November 29, 1987, the Zoning Board of Appeals GRANTED the petitioner permission to:

Construct a 60 ft. x 56 ft. building addition to the front property line on Edom Ave., and to within 12 ft. of the building line.

Also permission to waive approximately 15% of the required off-street parking, with the following conditions:

That the parking lot be of crushed stone and that a drywell be installed.

m) On February 10, 1987, the Zoning Board of Appeals GRANTED the petitioner permission to:

1) Operate a junk yard and allow open storage of junk vehicles and related items to all property lines.

2) Retain the existing barbwire on the existing chain-link fence.

3) Waive the 20-ft. wide by 8-ft. high greenbelt.

4) Waive the six (6) ft. high, tight, unpierced fence.

5) Waive all required, hard surface, off-street parking.

6) Waive the required loading space.

7) Waive the temporary certificate of compliance from the Building Department.

The Board granted these variances with the condition they erect an enclosing fence on the easterly property line abutting Helle within a period of two (2) years.

n) On May 10, 1983, the City Council by formal motion REZONED the property in question; Lots 226 through 232 and Lots 91 through 96 of Frank C. Nall's Sunset Hills Subdivision from M-2, Medium Light Industrial District, to M-4, Heavy Industrial District, as amended by Zoning Map No. 30-660.

o) On November 9, 1982, Circuit Court Judge Raymond R. Casher (Case No. 79-7573 CE) ordered and adjudged that the M-2 zoning of the parcel of land described as Lots 91 through 96 of Frank C. Nall's Sunset Hills Subdivision, commonly described as 1423 Edom Ave., and Lots 226 through 232 of Frank C. Nall's Sunset Hills Subdivision, commonly described as 71621 Helle, be declared invalid in that it is confiscatory, and constitutes an arbitrary and capricious exclusion of a legitimate land use. It was further ordered that the petitioner be remanded to City Council within 60 days.

p) On February 2, 1981, the City Council by formal motion VACATED the following public street located in Frank C. Nall's Sunset Hills Subdivision as recorded in Macomb County Records, Liber 3365, Page 539:

That portion of public street known as Edom Ave. abutting Lots 50 and 101.

NOTE: An easement was retained for public utility purposes within said portion of the vacated public street (Edom).

q) On November 27, 1979, the City Council by formal motion VACATED the following public streets and public alleys located in Frank C. Nall's Sunset Hills Subdivision as recorded in Macomb County records; Liber 3189, Page 437:

That portion of public street known as Edom Ave. abutting Lots 60 through 71 inclusive and Lots 74 through 91 inclusive of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan; and

The 14-ft. north-south public alley abutting Lots 68 through 71 inclusive of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan; and

The 25-ft. north-south public alley abutting Lots 72 through 74 inclusive of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

NOTE: An easement was retained for public utility purposes within said portion of the vacated public street (Edom) and public alleys.

r) On October 9, 1979, the City Council by formal motion DENIED the request to rezone the property in question; Lots 226 through 232 and Lots 91 through 96 of Frank C. Nall's Sunset Hills Subdivision from M-2, Medium Light Industrial District, to M-4, Heavy Industrial District.

s) On April 23, 1974, the City Council by formal motion VACATED the following public streets located in Frank C. Nall's Sunset Hills Subdivision as recorded in Macomb County Records, Liber 2496, Page 899:

That portion of Edom Ave., abutting Lots 44 through 49 inclusive, 55 through 59 inclusive, 92 through 96 inclusive, and 102 through 106 inclusive of Frank C. Nall's Sunset Hills Subdivision in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

That portion of Helle Street, abutting Lots 209 through 216 inclusive, 249 through 255 inclusive, and parts of Lots 217 and 248 of Frank C. Nall's Sunset Hills Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

6.b) REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south fourteen (14) ft. wide public alley and utility easement abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision
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That portion of Marie Street, abutting Lots 387 through 395 inclusive of Frank C. Nall's Sunset Hills Subdivision and Lot 1 of Arlington Manor Subdivision, in Section 35, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan.

NOTE 1: An easement was retained for public utility purposes within said portion of the vacated public streets (Edom, Helle, and Marie).

NOTE 2: On May 10, 2024, a draft ingress/egress document was submitted to the Planning Department for review. The document was forwarded to the Acting City Attorney. An updated ingress/egress document was provided by Ms. Burdi on June 14, 2024. The document is under review.

t) On January 16, 1952, the Macomb County Road Commission ordered the closing (vacation) of the north/south 14 ft. wide alley at the intersection of Prospect Ave. and Groesbeck Hwy. abutting Lots 97 to 103 on the west side, and abutting Lot 202 to 205 on the east side, inclusive of Frank C. Nall's Sunset Hills Subdivision.

NOTE 1: A ten (10) ft. wide easement was retained for public utilities.

NOTE 2: The City of Warren legal description does not include the vacated 14 ft. wide alley. The entire 14 ft. wide alley abutting Lots 98 through 103 and Lots 202 through 204 would be combined with the petitioner's property. However, only half (7 ft.) abutting Lot 97 would be combined with the petitioner's property, and the other half (7 ft.) combined with Lot 205, owned by another individual.

u) On June 13, 1951, the Building Division issued Building Permit No. 12529 for a cinder block and brick commercial addition measuring 40 ft. x 54 ft. wide and containing 2,160 sq. ft.

v) On March 24, 1951, the Building Division issued Building Permit No. 12100 for a cinder block commercial addition measuring 26 ft. x 22 ft. wide and containing 572 sq. ft.

w) On September 2, 1949, the Building Division issued Building Permit No. 9750 for a brick industrial addition measuring 18 ft. x 23 ft. and containing 414 sq. ft.

x) On March 27, 1942, the Building Division issued Building Permit No. 5560 for a cement brick and block industrial addition measuring 35 ft. x 76 ft. and containing 2,660 sq. ft.

4. **GENERAL DESCRIPTION OF ABUTTING PROPERTIES IS AS FOLLOWS:**

   a) The property to the north across Toepfer Rd. is zoned M-2 and contains an industrial use (concrete batch plant).

   b) The property to the east across Helle Ave. is zoned M-2 and contains and landscaping company.

   c) The property to the south is zoned M-2 and M-4 and contains open storage/recycling yard.

   d) The property to the west across the railroad tracks is zoned M-3 and contains an industrial use.

5. Notice letters were sent to the local school district, all City of Warren departments and divisions and affected utilities. Letters have been received from Assessing, DPW, Fire, Police, AT&T, Comcast, and MCPW.

   The following objections, written and/or stated, to the public utility easement vacation were provided:

   From Comcast: We have aerial conflicts with this proposal.

6. A review by the Planning Staff of the area in question indicates that there are utility poles and overhead utility wires in the area of the public alley. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner.

6.b) REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south fourteen (14) ft. wide public alley and utility easement abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision
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RECOMMENDATION

It is recommended that the north/south fourteen (14) ft. wide public alley and utility easement abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Ave. and Toepfer Rd. be VACATED subject to the petitioner complying with the conditions imposed as follows:

1. The Land Division Act includes various procedures pertaining to the amendment of plats, and Petitioner is responsible for complying with any further procedures as may be necessary under Michigan Land Division Act (MCL 560.221 et. seq.) to complete the vacation.

2. A relocation plan for the affected utilities within the easement area shall be completed and a copy of the plan provided to the Planning Department. The cost of relocating any utilities presently located within the easement area will be the duty of and at the expense of the petitioner.

3. Approval is obtained from City Council. The petitioner must complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.

4. The petitioner must provide the Planning Department with documentation indicating that all conditions as assigned are completed. The department then notifies the City Clerk that a certified copy of the resolution shall be recorded with the Macomb County Register of Deeds.

5. A complaint must be filed by the petitioner in Circuit Court to vacate the public alley and utility easement. As part of the proceedings in Circuit Court, a new revised subdivision plat must be prepared reflecting the changes. The revised plat shall be recorded with the Macomb County Register of Deeds. As an alternative, the petitioner may, by non-judicial process, relinquish the public alley and utility easement by written agreement between certain affected parties. A copy of the court order or relinquishment and the recorded documents must be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.

And furthermore recommendation were received from the following division and departments to notify the petitioner that these items will be addressed during the Building Division permit process:

TAXES: Current.

ASSESSING: In reviewing the request to vacate public alley and utility easement of Lots 72 through 96 and Lots 206 through 232 of Frank's C. Nall's Sunset Hills Sub in Section 35, you do not list 21547 Helle Inc in your list of owners. This entity owns Lots 220 through 225. No other issues were noted in the Assessing Department for the vacation of this public alley and utility easement.

DPW: Based on our foreman's investigation this will not affect DPW operations.

ENGINEERING: Preliminary review of this site indicates that Planning Commission approval should be contingent upon the Petitioner's compliance with the following conditions:

1. 25' ROW dedication shall be required for Lots 72 through 90 on Edom Street.
2. 25' ROW dedication shall be required for Lots 209 through 217 on Helle Avenue.

FIRE: The Warren Fire Department approves this site plan. If you have any questions please contact me at 586-756-2800 ext. 3300.

POLICE: The Traffic Division is in receipt of your letter dated June 26, 2024. The noted petition does not affect our operations, and the Traffic Division is neutral on the use of the property.

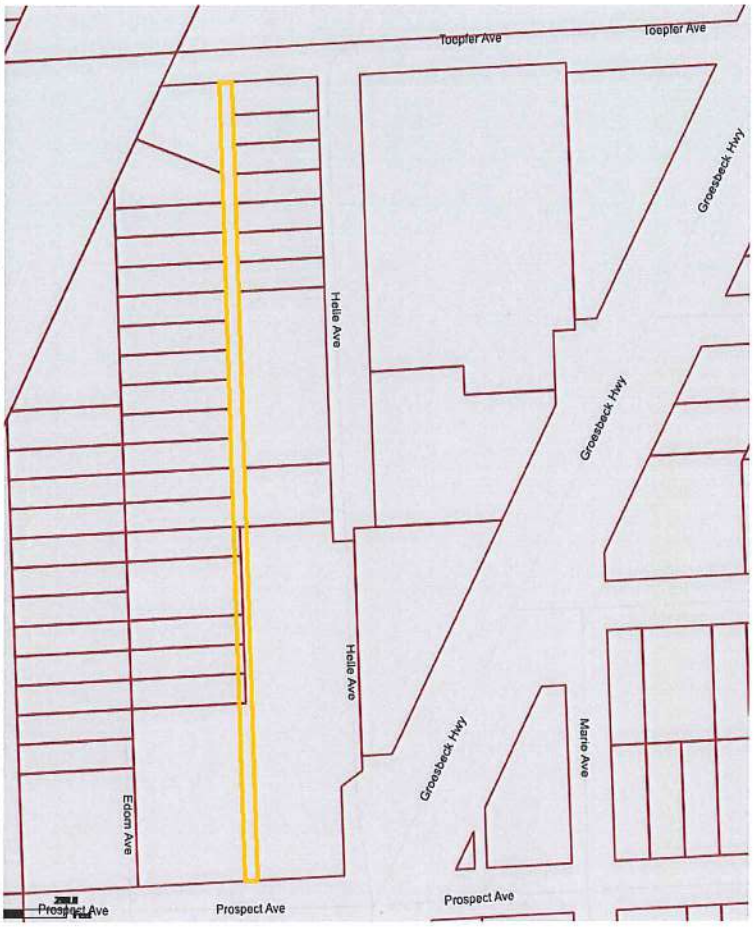
AT&T: No objections to this proposal.

COMCAST: We have aerial conflicts with this proposal.

MCPW: Please be advised that this letter is for comment in relation to right of way and County drain easements only. This office would have no objection to the vacating of the public alley of the above project. There is not a County drain or easement on subject property. Prior to a site plan approval, any proposed project that is under the jurisdiction of this office shall apply the Macomb County Public Works Office Design Standards. It is advisable to schedule an engineering meeting with this office to discuss how our standards may apply. To schedule a meeting with this office please contact heather.morin@macombgov.org. Please contact this office, should you have any questions, 586-469-5910.

REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT: vacate the existing north/south fourteen (14) ft. wide public alley and utility easement of Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hill Subdivision; 21311 Groesbeck Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman) PAV240002





WARREN
Warren Planning Department
One City Square, Suite 315
Warren, MI 48093
Office: 586-574-4687
CityofWarren.org

N

Commissioner Ansar..... Yes
Commissioner Duzyj..... Yes
Commissioner Holowaty..... Yes
Commissioner Hoque..... Yes
Commissioner Robinson..... Yes
Vice Chair Boniecki..... Yes
Chair Smith..... Yes

B. REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south fourteen (14) ft. wide public alley and utility easement abutting Lots 72 through 96 and Lots 206 through 232 of Frank C. Nall's Sunset Hills Subdivision located between Prospect Avenue and Toepfer Road; 21311 Groesbeck; Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); PAV240002.

PETITIONERS PORTION:
Ms. Caren Burdi – Caren Burdi on behalf of iDrive, Kalven Hermiz, and Selman Transportation, my address is 31851 Mound Road, Warren, Michigan, 48092. We are here tonight to vacate public utility easements and alleys, two of them are one in the same. This is a very old subdivision plat and the plat was actually filed before Groesbeck went in, Groesbeck came in after this plat was filed. Because this area is largely industrial you can imagine there are a lot of alleys and easements that were put in place when they thought it was going to be residential that now are interfering with a lot of the business that takes place at Eight Mile and Groesbeck.

I do have to take a minute to explain just briefly how it works to vacate an alley, a street, an easement, it's a two step process. The first step process is the local, the municipality must vacate saying they are in agreement with that alley or easement being vacated. Then there are two ways to get it approved after that, you either have to provide 2/3 of the consents of all those around or you have to file an action in the Macomb County Circuit Court. In filing that action everybody within 300 feet is notified they are able to come to court if they have a problem with it being closed. That includes all the utilities, it includes Lansing, it includes Macomb County Public Works, all of the entities that could possibly have any interest in these alleys or easements that are being vacated get named in the lawsuit or have to sign a consent for the Court.

APPROVED

So, at that time, if there are any utilities that are using that alley or easement they make an agreement with the owner to move routes. There's always another route that can be done, electric wires don't have to go a certain way, and they are always able to reroute them. It's the owner's responsibility to make that deal with the utilities and pay them to reroute them. So in this case I have a piece of property for iDrive that has many vacated streets. For example, Edom is vacated, but here's what's interesting, Edom was vacated either by the City or by Macomb County before we were a city when we were a township, but it hasn't gone through Circuit Court yet so when I go to Circuit Court I'm going to finish that. I don't need to ask the Planning Commission or the City right now to vacate Edom because it's already been done. We have those vacation documents filed at the Register of Deeds, we have them, and we've verified that.

So today I'm only here on the portion of the easements or alleys that need to be vacated by the City before I go to Circuit Court. When I go to Circuit Court, I'm going to add the other ones that need to be finished to that court case. This item is in green, and this is the vacation of an alley and a public utility easement, it's both, and we are asking for the City to vacate that. According to everything that I've reviewed that's been presented by the Planning Department nobody has an issue with vacating that.

This is step one, I get a recommendation from Planning Commission then it goes to the City Council, if they vacate it, then I can go to Circuit Court and finish the process, so that's the first one.

Vice Chair Boniecki reads the following correspondence:

TAXES: Current.

ASSESSING: In reviewing the request to vacate public alley and utility easement of Lots 72 through 96 and Lots 206 through 232 of Frank's C. Nall's Sunset Hills Sub in Section 35, you do not list 21547 Helle Inc in your list of owners. This entity owns Lots 220 through 225. No other issues were noted in the Assessing Department for the vacation of this public alley and utility easement.

DPW: Based on our foreman's investigation this will not affect DPW operations.

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ENGINEERING: Preliminary review of this site indicates that Planning Commission approval should be contingent upon the Petitioner's compliance with the following conditions:

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Mr. Ron Wuerth reads the recommendation of the Staff:

MOTION:
A motion was made by Commissioner Robinson to approve, supported by Vice Chair Boniecki.

COMMISSIONERS PORTION:
Commissioner Duzyj – Are you going to submit for a new plat in this area?

APPROVED

Ms. Caren Burdi – Once you get a consent judgement put together at the court through all the parties, some parties will be defaulted, they won't answer at all, but all utilities in the State and everything like that we enter into a consent judgment. When we enter into the consent judgment the State requires, remember this is a platted subdivision so the State is involved, the State requires us to do an amended partial plat. So the area that we are changing we have to submit a revision for that that gets approved in Lansing and then entered by the court.

Commissioner Duzyj – There's a lot of hoops to go jumping through.

Ms. Caren Burdi – It will take over a year, this is not a small process. In any event I do want you to know that because there are probably so many of these that I'm getting vacated in that they'll probably have for this whole area that I showed you have us submit a partial plat for that entire area. There is a lot of the subdivision that is south of us that really isn't affected by this.

Commissioner Duzyj – Last question, what was this zoned originally?

Ms. Caren Burdi – This is totally a guess on my part. At one point because it's a subdivision plat back when this was a township whatever they called their residential is probably what it was back then.

Commissioner Duzyj – They are very narrow lots, you couldn't find a particular lot if your life depended on it back there, with that being said I'm glad we are doing something with that entire area because it really needs it badly. Thank you.

Chair Smith – Thank you, Ms. Burdi, for your due diligence in trying to work on all these items, I know it's been a lot of work for you and I'm glad it's coming to fruition.

Ms. Caren Burdi – There's two things I wanted to point out in the recommendation, one is that on item number 2, I just want to be clear that there may be no utilities in that easement, so there may not be a relocation plan that has to be submitted. If we do have one, I will of course submit it to the Planning Department.

APPROVED

Then the last one is item number 5, in the recommendation it's being called in the first sentence public utility, I think it should say public alley and utility easement because I think it's both right now. Those are my only corrections.

Chair Smith – Thank you.

ROLL CALL:
The motion carried as follows:

Commissioner Ansar..... Yes
Commissioner Duzyj..... Yes
Commissioner Holowaty..... Yes
Commissioner Hoque..... Yes
Commissioner Robinson..... Yes
Vice Chair Boniecki..... Yes
Chair Smith..... Yes

C. REQUEST TO VACATE PUBLIC ALLEY AND UTILITY EASEMENT; vacate the existing north/south seven (7) ft. wide public alley and utility easement abutting Lots 55 through 67 of Frank C. Nall's Sunset Hills Subdivision located on the north side of Prospect Avenue and west of Groesbeck Highway; 21311 Groesbeck; Section 35; Brays Investments, LLC & Edom Properties, LLC (Kalven Hermiz); Selman Transportation, Inc (Gerald Selman); R & S Grant Investment Company, LLC (Robert Grant); PAV240003.

PETITIONERS PORTION:
Ms. Caren Burdi – Caren Burdi again, 31851 Mound Road, Warren, Michigan, 48092. This item reflects this easement right here, whereas this part of the easement was already vacated and went through Circuit Court, this portion was not. So that's the portion we are discussing here tonight. It's pretty much the same reasons trying to clean up the property, make it so it's useable and efficient.

Vice Chair Boniecki reads the following correspondence:

TAXES: Current.

ASSESSING: In response to your letter dated June 27, 2024 regarding the request to vacate public alley and utility easement for Lots 55 through 69 of Frank C. Nall's Sunset Hills Sub in Section 35, this appears to create no issues in the Assessing Department.

APPROVED

End of Item 4

WARREN CITY COUNCIL
REGULAR MEETING
September 10, 2024

A Regular Meeting of the Warren City Council was held Thursday, September 10, 2024, at 7:00 p.m. at the Warren Community Center, 5460 Arden Road, Warren, Michigan 48092.

MEMBERS OF THE COUNCIL PRESENT:

Angela Rogensues, President
Mindy Moore, Council Secretary
Dave Dwyer, Assistant Council Secretary-Mayor Pro Tem
Gary Boike, Council Member
Jonathan Lafferty, Council Member
Henry Newnan, Council Member

ABSENT:
Melody Magee, Vice President

1. CALL TO ORDER

Council President Rogensues called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

All Members were present except Council Vice President Melody Magee.

Motion:
Motion to excuse Council Member Magee was made by Council Member Newnan with a support motion by Council Member Moore.

Voice Vote:
A voice vote was taken on the motion. All “Ayes” recorded. The motion carried (6-0).

4. ADOPTION OF THE CONSENT AGENDA

Motion:
Motion to approve was made by Council Member Moore with a support motion by Council Member Lafferty with the request for item 4g to be moved to the main agenda.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Lafferty	Yes
Council Member Boike	Yes
Council Member Newnan	Yes
Council Member Dwyer	Yes
Council Member Rogensues	Yes

5. ADOPTION OF AGENDA

Motion:
Motion to approve the agenda was made by Council Member Moore with a support motion by Council Member Lafferty with the following amendments: Add 14g which was formerly 4g on the consent agenda.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Lafferty	Yes
Council Member Newnan	Yes
Council Member Boike	Yes
Council Member Dwyer	Yes
Council Member Rogensues	Yes

6. Calendar Pending Matters

a) Calendar

Motion:
Motion to receive and file the calendar was made by Council Member Moore and support was made by Council Member Lafferty.

Voice Vote:
A voice vote was taken on the motion. All “Ayes” recorded. The motion carried (6-0).

7. APPROVAL OF THE MINUTES

a) Regular Meeting of August 27, 2024

Draft

Motion:
Motion to approve was made by Council Member Moore and support motion made by Council Member Boike.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Dwyer	Yes
Council Member Lafferty	Yes
Council Member Newnan	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

8. APPROVAL OF THE BILLS

a) **General Revenue Funds**

Motion:
Motion to approve the General Fund list of bills was made by Council Member Moore and support motion was made by Council Member Dwyer.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Dwyer	Yes
Council Member Lafferty	Yes
Council Member Newnan	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

b) **Water and Sewer System**

Motion:
Motion to approve the Water and Sewer System bills made by Council Member Moore and support motion made by Council Member Dwyer.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Dwyer	Yes
Council Member Lafferty	Yes

Draft

Council Member Newnan	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

9. AUDIENCE PARTICPATION: Agenda Items Only

Lori Harris
Oscar Zamora

10. ANNOUNCEMENTS

Secretary Mindy Moore announced the passing of former Public Service Director, Richard Sabaugh and requested a moment of silence. She also announced a performance of the Warren Symphony and a Open House of the Warren Police and Fire.

Council Member Dave Dwyer announced the Animal Welfare Vaccine Clinic on September 21, 2024.

11. PUBLIC HEARINGS/ADMINISTRATIVE HEARINGS:

a) PUBLIC HEARING: (Tabled 5/28/2024) Request to approve the demolition of a house and shed at 7551 Prospect through the nuisance abatement program. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:
Motion to remove from the table was made by Council Member Lafferty and support motion made by Council Member Moore.

Voice Vote:
A voice vote was taken on the motion. All “Ayes” recorded. The motion carried (6-0).

Motion:
Motion to re-table to December 10, 2024 was made by Council Member Lafferty and support motion made by Council Member Newnan.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Lafferty	Yes
Council Member Newnan	Yes
Council Member Moore	Yes
Council Member Dwyer	Yes

Draft

Council Member Boike	Yes
Council Member Rogensues	Yes

b) PUBLIC HEARING: CONSIDERATION AND ADOPTION OF A RESOLUTION approving the demolition of a house and garage at 32431 Halmich, under the nuisance abatement program.

Carl Rader appeared before Council
Leroy Holmer appeared before Council

Motion:
Motion to approve was made by Council Member Lafferty and support motion made by Council Member Moore.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Lafferty	Yes
Council Member Moore	Yes
Council Member Newnan	Yes
Council Member Dwyer	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

c) PUBLIC HEARING: CONSIDERATION AND ADOPTION OF A RESOLUTION to approve collection proceedings relating to the removal of a garage only at 11220 Dodge, pursuant to the 37th District Court.

Motion:
Motion to approve was made by Council Member Lafferty and support motion made by Council Member Moore.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Lafferty	Yes
Council Member Moore	Yes
Council Member Newnan	Yes
Council Member Dwyer	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

12 MISCELLANEOUS CORRESPONDENCE:

Draft

a) CONSIDERATION AND ADOPTION OF A RESOLUTION approving assignment of Grant Writing Agreement for GOVHR USA, LLC to MGT Solutions, LLC.

Motion:
Motion to approve was made by Council Member Moore and support motion made by Council Member Lafferty.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Lafferty	Yes
Council Member Newnan	Yes
Council Member Dwyer	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

b) Request of the RFP Panel to award RFP-W-1214; Health Insurance and Dental Insurance Agent Services for a five (5) year period with the option to extend for an additional three (3) year period followed by an option to extend for an additional two (2) year period with TMR Associates. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:
Motion to approve was made by Council Member Moore and support motion made by Council Member Lafferty.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Lafferty	Yes
Council Member Newnan	Yes
Council Member Dwyer	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

13 COUNCIL BUSINESS:

a) Council Secretary Mindy Moore, discussion in re: Downtown Development Authority (DDA) FY2025 Budget.

Motion:

Draft

Motion to approve was made by Council Member Moore and support motion made by Council Member Lafferty.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Lafferty	Yes
Council Member Newnan	Yes
Council Member Dwyer	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

b) Council Member Jonathan Lafferty, discussion in re: ordinance protecting the use of city logos, insignia, and emblems.

Motion:
Motion to approve was made by Council Member Moore and support motion made by Council Member Lafferty.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Lafferty	Yes
Council Member Newnan	Yes
Council Member Dwyer	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

14 CORRESPONDENCE FROM THE MAYOR:

a) Request of the 37th District Court for an increase in budgeted revenues and appropriations in the amount of $400,000.00 to account for the receipt of a grant from the Substance Abuse and Mental Health Services Administration (SAMHSA). CONSIDERATION AND ADOPTION OF A RESOLUTION. (5 votes needed)

Motion:
Motion to approve was made by Council Member Moore and support motion made by Council Member Lafferty.

Roll Call:

Draft

A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Lafferty	Yes
Council Member Newnan	Yes
Council Member Dwyer	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

b) Request of the Police Department for an increase in budgeted appropriations in the amount of $95,000.00 to cover the increased costs for the installation of police vehicle accessories to meet the Police Departments specific needs. CONSIDERATION AND ADOPTION OF A RESOUTION. (5 votes needed)

Motion:
Motion to approve was made by Council Member Moore and support motion made by Council Member Dwyer.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Dwyer	Yes
Council Member Lafferty	Yes
Council Member Newnan	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

c) Request of the Police Department for an increase in budgeted revenues and appropriations in the amount of $112,500.00 to account for the receipt of a grant from the State of Michigan's Michigan Commission on Law Enforcement Standards (MCOLES). CONSIDERATION AND ADOPTION OF A RESOLUTION. (5 votes needed)

Motion:
Motion to approve was made by Council Member Moore and support motion made by Council Member Dwyer.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Dwyer	Yes
Council Member Lafferty	Yes

Draft

Council Member Newnan	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

d) (Tabled 9/10/2024) Request approval of the re-appointment of Oscar Zamora to the Downtown Development Authority (DDA) with a term expiration of June 30, 2026.

Motion:
Motion to table was made by Council Member Moore and support motion made by Council Member Lafferty.

Roll Call:
A roll call vote was taken on the motion. The motion carried (4-2).

Council Member Moore	Yes
Council Member Lafferty	Yes
Council Member Dwyer	Yes
Council Member Newnan	No
Council Member Boike	Yes
Council Member Rogensues	No

e) (Tabled 9/10/2024) Request approval of the appointment of Shaniqua Sanders-Pierce to the Sidewalk and Tree Commission with a term expiration of June 30, 2027.

Motion:
Motion to table was made by Council Member Moore and support motion made by Council Member Lafferty.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Lafferty	Yes
Council Member Dwyer	Yes
Council Member Newnan	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

f) (Tabled 9/10/2024) Notice of re-appointment of John Perry to the Civil Service Commission with a term expiration date of June 30, 2027.

Draft

Motion:
Motion to table was made by Council Member Moore and support motion made by Council Member Lafferty.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Moore	Yes
Council Member Lafferty	Yes
Council Member Dwyer	Yes
Council Member Newnan	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

g) (Formerly 4g) Request of the Library Director to award bid ITB-W-1322; Printing, Bundling, and Shipping the Warren Winter Program Guide/Booklet to Grand Blanc Printing, Inc., in a total amount not to exceed $37,660.00. CONSIDERATION AND ADOPTION OF A RESOLUTION.

Motion:
Motion to approve was made by Council Member Lafferty and support motion made by Council Member Dwyer with the amendment that the publication would require Council review and approval before hand.

Roll Call:
A roll call vote was taken on the motion. The motion carried (6-0).

Council Member Lafferty	Yes
Council Member Dwyer	Yes
Council Member Moore	Yes
Council Member Newnan	Yes
Council Member Boike	Yes
Council Member Rogensues	Yes

15 AUDIENCE PARTICPATION – General Topics

Members of the audience who would like to address the City Council this evening may do so under this Audience portion by filling out the general audience form located at the right side of the stage.

Yvonne Palowoda
Michael Billotti
Lori Harris

Draft

Wesley Arnold
Joel Vanderlinden
Gerald Hasspacher
Gloria Sankuer

16 COUNCIL RESPONSE TO AUDIENCE (optional)

Secretary Moore announced that the WFD offers smoke detectors to anyone in need. 586-759-9320 if you need any replacements.

Council Member Lafferty asked for a follow up from Property Maintenance on Mr. Bollitti Comments.

17 ADJOURNMENT

Motion:
Motion to adjourn was made by Council Member Moore and support motion made by Council Member Lafferty.

Voice Vote:
A voice vote was taken on the motion. All “Ayes” recorded. The motion carried (6-0).

The meeting adjourned at 8:46 p.m.

Mindy Moore
Secretary of the Council

Draft

End of Item 7

CHECK DISBURSEMENT REPORT FOR CITY OF WARREN
CHECK NUMBER 671297 - 671714

Total for fund 101 GENERAL FUND	1,463,603.64
Total for fund 202 MTF ACT 51 MAJOR OPERATNG	139,956.85
Total for fund 203 MTF ACT 51 LOCAL OPERATNG	1,181.25
Total for fund 204 2011 LOCAL STREET R&M	76,617.80
Total for fund 208 RECREATION SPEC REVENUE	82,454.45
Total for fund 226 SANITATION SPECIAL REV	1,372,000.53
Total for fund 230 RENTAL ORDINANCE REVENUE	28.45
Total for fund 250 COMMUNICATIONS	2,383.25
Total for fund 259 INDIGENT DEFENSE FUND	60,495.00
Total for fund 261 DRUG FORFEITURE FUND	68,803.89
Total for fund 271 LIBRARY SPECIAL REVENUE	26,819.64
Total for fund 273 CDBG ENTITLEMENT FUND	9,693.52
Total for fund 277 H.O.M.E.	30,086.35
Total for fund 281 LEAD HAZARD CONTROL GRANT	19,801.65
Total for fund 357 2022 MTF DEBT RETIREMENT	0.00
Total for fund 438 2023 MTF CONSTRUCTION	583,543.86
Total for fund 494 DDA ADMINISTRATION FUND	711.24
Total for fund 536 SENIOR HOUSING - STILWELL	12,337.21
Total for fund 537 SENIOR HOUSING-JOS. COACH	21,991.70
Total for fund 592 WATER & SEWER SYSTEM FUND	2,718,692.70
Total for fund 596 W&S PAYROLL REVOLVING FUND	11,907.40
Total for fund 701 UNALLOCATED TAX FUND	22,611.08
Total for fund 704 FIRE INSURANCE WITHHOLDNG	55,927.79
Total for fund 750 PAYROLL REVOLVING FUND	103,543.21
TOTAL - ALL FUNDS	6,885,192.46

CHECK REGISTER FOR CITY OF WARREN
CHECK NUMBERS 671297 - 671714

Bank POOL COMERICA GENERAL

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/05/2024	POOL	671297	000265	CONSUMERS ENERGY	131.62
09/05/2024	POOL	671298	000323	DTE ENERGY	2,074.72
09/05/2024	POOL	671299	000324	DTE ENERGY	39.88
09/05/2024	POOL	671300	000731	AT&T	51.42
09/05/2024	POOL	671301	011249	ZUNIGA CEMENT CONSTRUCTION INC	36,385.89
09/05/2024	POOL	671302	012239	VERIZON WIRELESS	240.77
09/05/2024	POOL	671303	013470	COMERICA COMML CARD SRVC	140.00
09/05/2024	POOL	671304	013470	COMERICA COMML CARD SRVC	231.64
09/05/2024	POOL	671305	013470	COMERICA COMML CARD SRVC	900.00
09/05/2024	POOL	671306	013470	COMERICA COMML CARD SRVC	152.21
09/05/2024	POOL	671307	013470	COMERICA COMML CARD SRVC	260.00
09/05/2024	POOL	671308	014815	BERGER CHEVROLET INC	52,443.00
09/05/2024	POOL	671309	080004	WARREN POLICE OFFICER'S	14,459.34
09/05/2024	POOL	671310	080009	WARREN MUNICIPAL FEDERAL	68,601.00
09/05/2024	POOL	671311	080079	CHPTR 13 STANDING TRUSTEE	1,277.74
09/05/2024	POOL	671312	080079	CHPTR 13 STANDING TRUSTEE	453.98
09/05/2024	POOL	671313	080118	MISDU	9,812.43
09/05/2024	POOL	671314	080206	BLUE CARE NETWORK	139,995.07
09/05/2024	POOL	671315	080218	BLUE CROSS BLUE SHIELD MI	289,149.50
09/05/2024	POOL	671316	080221	LOCAL U227	8,430.00
09/05/2024	POOL	671317	080242	AFLAC GROUP	11,566.13
09/05/2024	POOL	671318	080247	U.S. ASSET MANAGEMENT	555.26
09/05/2024	POOL	671319	080250	STATE DISBURSEMENT UNIT	294.73
09/12/2024	POOL	671320	000323	DTE ENERGY	3,449.50
09/12/2024	POOL	671321	000502	HAMILTON CHEVROLET INC	68,122.00
09/12/2024	POOL	671322	005686	MICHIGAN DEPT OF TREASURY	3,190.00
09/12/2024	POOL	671323	011091	WOLVERINE FREIGHTLINER EASTSIDE INC	130,512.00
09/12/2024	POOL	671324	011369	AT&T MOBILITY	12,843.32
09/12/2024	POOL	671325	012239	VERIZON WIRELESS	3,348.83
09/12/2024	POOL	671326	014433	WINDSTREAM COMMUNICATIONS INC	8,687.89
09/12/2024	POOL	671327	014815	BERGER CHEVROLET INC	49,527.00
09/12/2024	POOL	671328	015829	WOW! BUSINESS	1,320.99
09/12/2024	POOL	671329	080023	DENCAP	3,933.00
09/25/2024	POOL	671330	000043	ALLIE BROTHERS INC	8,755.02
09/25/2024	POOL	671331	000158	BRONER INC	1,327.30
09/25/2024	POOL	671332	000184	C & G PUBLISHING INC	2,550.00
09/25/2024	POOL	671333	000190	DORNBOS SIGN & SAFETY INC	15,505.00
09/25/2024	POOL	671334	000317	DETROIT CHEMICAL & PAPER	2,001.75
09/25/2024	POOL	671335	000329	OCCUPATIONAL HEALTH CENTERS	4,603.00
09/25/2024	POOL	671336	000348	JACK DOHENY SUPPLIES INC	212.71
09/25/2024	POOL	671337	000371	EJ USA INC	12.80
09/25/2024	POOL	671338	000400	FEDERAL EXPRESS CORP	87.00
09/25/2024	POOL	671339	000400	FEDERAL EXPRESS CORP	36.62
09/25/2024	POOL	671340	000466	GRAINGER INC	5,140.35
09/25/2024	POOL	671341	000502	HAMILTON CHEVROLET INC	7,661.89
09/25/2024	POOL	671342	000634	SUBURBAN LIBRARY	24.00
09/25/2024	POOL	671343	000661	MACOMB COUNTY FINANCE	3,831.60
09/25/2024	POOL	671344	000666	MACOMB COUNTY TREASURER	1,937.50
09/25/2024	POOL	671345	000707	MCNAUGHTON-MCKAY ELECTRIC	459.50
09/25/2024	POOL	671346	000791	MOTION INDUSTRIES INC	332.48
09/25/2024	POOL	671347	000791	MOTION INDUSTRIES INC	195.49
09/25/2024	POOL	671348	000928	REGAL TIRE CO	125.00
09/25/2024	POOL	671349	000965	SUPPLYDEN INC	159.31
09/25/2024	POOL	671350	000986	SATTERLUND SUPPLY COMPANY	166.45
09/25/2024	POOL	671351	001010	SHERWIN-WILLIAMS	777.66
09/25/2024	POOL	671352	001044	GRAYBAR ELECTRIC COMPANY	186.20
09/25/2024	POOL	671353	001054	STATE CHEMICAL SOLUTIONS	603.63
09/25/2024	POOL	671354	001086	TERMINAL SUPPLY CO	588.28
09/25/2024	POOL	671355	001203	CITY OF WARREN	56,473.38
09/25/2024	POOL	671356	001213	TREASURER, CITY OF WARREN	9,487.18
09/25/2024	POOL	671357	001241	WARREN PIPE & SUPPLY CO	250.03
09/25/2024	POOL	671358	001258	WEST GROUP	3,781.12
09/25/2024	POOL	671359	001265	WHOLESALE TOOL CO	75.00
09/25/2024	POOL	671360	001570	PEAKER SERVICES INC (PSI)	3,065.00
09/25/2024	POOL	671361	001700	FISHER SCIENTIFIC	270.23
09/25/2024	POOL	671362	001720	BLACKBURN MANUFACTURING COMPANY	511.90
09/25/2024	POOL	671363	002376	AIELLI CONSTRUCTION CO	8,024.64
09/25/2024	POOL	671364	002443	OSCAR W LARSON CO	815.00
09/25/2024	POOL	671365	002468	MICHIGAN ASSOCIATION OF FIRE CHIEFS	85.00
09/25/2024	POOL	671366	002915	WILLIAM BRANCH	180.00
09/25/2024	POOL	671367	002994	MICHIGAN CAT	2,920.00
09/25/2024	POOL	671368	003193	STATE OF MICHIGAN	35,300.58
09/25/2024	POOL	671369	003257	MICHIGAN STATE FIREMEN'S	1,767.33
09/25/2024	POOL	671370	003260	ROCKET ENTERPRISE INC	595.25
09/25/2024	POOL	671371	003396	SERVICE TOWING INC	410.00
09/25/2024	POOL	671372	003558	INTERSTATE SECURITY INC	90.00
09/25/2024	POOL	671373	003624	MR GAS INC	418.00
09/25/2024	POOL	671374	003773	MICHIGAN ASSOC OF CHIEFS OF POLICE	1,600.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/25/2024	POOL	671375	003851	CANFIELD EQUIP SVC INC	1,100.00
09/25/2024	POOL	671376	003859	KAREN LEMKE	3,060.00
09/25/2024	POOL	671377	003860	KENNETH J WROBEL	1,440.00
09/25/2024	POOL	671378	004071	ASCAP	1,770.00
09/25/2024	POOL	671379	004109	MWEA	95.00
09/25/2024	POOL	671380	004202	MACOMB GROUP	17.28
09/25/2024	POOL	671381	004360	TETRA TECH INC	16,948.00
09/25/2024	POOL	671382	004404	SCHENA ROOFING & SHEET	875.00
09/25/2024	POOL	671383	004462	MAURER'S TEXTILE RENTAL	305.48
09/25/2024	POOL	671384	004540	GOODYEAR TIRE & RUBBER CO	1,266.55
09/25/2024	POOL	671385	004549	COMERICA LEASING	1,208,448.39
09/25/2024	POOL	671386	004562	TRACTION HEAVY DUTY PARTS	51.73
09/25/2024	POOL	671387	004565	DVM UTILITIES INC	96,471.90
09/25/2024	POOL	671388	004604	RADWELL INTERNATIONAL INC	1,275.81
09/25/2024	POOL	671389	004694	PACE ANALYTICAL SERVICES	994.00
09/25/2024	POOL	671390	004699	SOUTH MACOMB DISPOSAL AUTHORITY	105,470.95
09/25/2024	POOL	671391	004700	ETITLE AGENCY INC	40.00
09/25/2024	POOL	671392	004786	FLUKE ELECTRONICS	248.10
09/25/2024	POOL	671393	004818	ALS ENVIRONMENTAL	460.00
09/25/2024	POOL	671394	004848	ENGINEERED SOLUTIONS	6,268.32
09/25/2024	POOL	671395	004906	BAKER'S GAS AND WELDING SUPPLIES	89.13
09/25/2024	POOL	671396	004951	PRESIDIO NETWORKED SOLUTIONS	3,360.00
09/25/2024	POOL	671397	005477	UNITED PARCEL SERVICE	191.68
09/25/2024	POOL	671398	005686	MICHIGAN DEPT OF TREASURY	1,170.00
09/25/2024	POOL	671399	005880	PSP STORES LLC	140.89
09/25/2024	POOL	671400	006175	DAWN M WALTON	3,240.00
09/25/2024	POOL	671401	006187	HOME DEPOT CREDIT SERVICE	312.87
09/25/2024	POOL	671402	006425	COMMERCIAL JANITORIAL	854.92
09/25/2024	POOL	671403	006824	MICHAEL KNOLL	250.00
09/25/2024	POOL	671404	007013	DANUTA DORDESKI	35.00
09/25/2024	POOL	671405	007481	APOLLO FIRE APPARATUS SALES & SERVI	854.74
09/25/2024	POOL	671406	007775	ALL SEASONS OUTDOOR EQUIP	134.09
09/25/2024	POOL	671407	007878	AJAX MATERIALS CORPORATION	6,898.50
09/25/2024	POOL	671408	008133	DEPENDABLE WHOLESALE INC	9,655.77
09/25/2024	POOL	671409	008209	SONYA HRYSHKO	2,640.00
09/25/2024	POOL	671410	008651	QUADIENT INC	180.00
09/25/2024	POOL	671411	008873	KEVIN SCHNEIDER	6,250.00
09/25/2024	POOL	671412	009029	GORDON FOOD SERVICE INC	106.10
09/25/2024	POOL	671413	009144	COLONIAL TITLE	170.00
09/25/2024	POOL	671414	009248	METCO SERVICES INC	3,040.00
09/25/2024	POOL	671415	009298	JENNIFER CHUPA	1,140.00
09/25/2024	POOL	671416	009336	DAVID WORDEN	4,830.00
09/25/2024	POOL	671417	009457	ANDREW M CANU	180.00
09/25/2024	POOL	671418	009541	CREATIVE AWARDS	97.58
09/25/2024	POOL	671419	009698	ANDERSON ECKSTEIN & WESTRICK	107,623.40
09/25/2024	POOL	671420	009703	CDW GOVERNMENT INC	1,513.83
09/25/2024	POOL	671421	009737	HUBBELL ROTH & CLARK INC	317,626.15
09/25/2024	POOL	671422	009796	PHILLIP NAHIRNIAK	328.00
09/25/2024	POOL	671423	009867	ELECTION SYSTEMS & SOFTWARE INC	1,575.00
09/25/2024	POOL	671424	009871	LOWES HOME IMPROVEMENT	62.93
09/25/2024	POOL	671425	009901	OAKLAND COMMUNITY COLLEGE	200.00
09/25/2024	POOL	671426	010045	GREAT LAKES SECURITY HARDWARE	452.14
09/25/2024	POOL	671427	010096	PAUL M MISUKEWICZ	3,600.00
09/25/2024	POOL	671428	010591	LORAINE C KENNY	400.00
09/25/2024	POOL	671429	010843	ULINE INC	3,401.01
09/25/2024	POOL	671430	010861	MATTHEW A LICATA	180.00
09/25/2024	POOL	671431	010875	GOV CONNECTION INC	3,469.07
09/25/2024	POOL	671432	011067	PAUL SCALLY	4,380.00
09/25/2024	POOL	671433	011088	OWEN TREE SERVICE INC	57,023.34
09/25/2024	POOL	671434	011091	WOLVERINE FREIGHTLINER EASTSIDE INC	304.88
09/25/2024	POOL	671435	011219	CINTAS FIRST AID & SAFETY	119.87
09/25/2024	POOL	671436	011219	CINTAS FIRST AID & SAFETY	108.48
09/25/2024	POOL	671437	011249	ZUNIGA CEMENT CONSTRUCTION INC	564,467.90
09/25/2024	POOL	671438	011421	VIL CONSTRUCTION INC	791,078.41
09/25/2024	POOL	671439	011495	INTERNATIONAL CODE OF COUNCIL	310.00
09/25/2024	POOL	671440	011543	JASON MALKIEWICZ	1,710.00
09/25/2024	POOL	671441	011573	MATTHEW FECHT	450.00
09/25/2024	POOL	671442	011751	RESOLUTION CENTER THE	1,750.00
09/25/2024	POOL	671443	011876	VINCENZO MANZELLA	420.00
09/25/2024	POOL	671444	011877	JAMES B ROONEY	660.00
09/25/2024	POOL	671445	011961	QUALITY FIRST AID & SAFETY INC	831.63
09/25/2024	POOL	671446	012050	ERIC LUNDQUIST JR	990.00
09/25/2024	POOL	671447	012133	MJ ENVIRONMENTAL INC	1,225.00
09/25/2024	POOL	671448	012352	A & F WATER HEATER & SPA SERVICE	1,278.00
09/25/2024	POOL	671449	012370	MANDO CONSTRUCTION INC	27,117.50
09/25/2024	POOL	671450	012460	KATHERINE HOM	120.00
09/25/2024	POOL	671451	012499	EGI SOLUTIONS	755.00
09/25/2024	POOL	671452	012531	DANA FREERS	360.00
09/25/2024	POOL	671453	012833	JH HART URBAN FORESTRY	2,310.00
09/25/2024	POOL	671454	012860	SUSAN R COLE	840.00
09/25/2024	POOL	671455	013008	ELITE TRAUMA CLEAN UP INC	100.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/25/2024	POOL	671456	013016	STATE OF MICHIGAN - MSPLA	43.25
09/25/2024	POOL	671457	013066	SHREDCORP	84.00
09/25/2024	POOL	671458	013199	AVIS CHOULAGH LAW PLLC	3,900.00
09/25/2024	POOL	671459	013226	EMERGENCY VEHICLES PLUS	4,183.79
09/25/2024	POOL	671460	013237	HELLEBUYCKS POWER EQUIP	201.93
09/25/2024	POOL	671461	013294	JOHN MILLER	500.00
09/25/2024	POOL	671462	013314	JOHNSON CONTROLS INC	6,120.24
09/25/2024	POOL	671463	013332	DIGIGRAPHX	1,791.00
09/25/2024	POOL	671464	013336	LANDSCAPE SERVICE INC	72,379.01
09/25/2024	POOL	671465	013361	METAL MART USA	144.00
09/25/2024	POOL	671466	013413	ALERT ALL CORP	3,990.00
09/25/2024	POOL	671467	013442	FIRE SERVICE MANAGEMENT	219.00
09/25/2024	POOL	671468	013452	PM TECHNOLOGIES	88.31
09/25/2024	POOL	671469	013577	RKA PETROLEUM COMPANIES	21,193.29
09/25/2024	POOL	671470	013701	ROGER ANTHONY DESMET	1,250.00
09/25/2024	POOL	671471	013751	IGNITED LIGHT AND SOUND	7,400.00
09/25/2024	POOL	671472	014050	MIDWEST TAPES	753.96
09/25/2024	POOL	671473	014130	JAMES R HILLER	900.00
09/25/2024	POOL	671474	014255	PREFERRED TONER SOLUTIONS	259.80
09/25/2024	POOL	671475	014308	GENEVIEVE LYNN TAYLOR	180.00
09/25/2024	POOL	671476	014309	ALAN J SAOUD	420.00
09/25/2024	POOL	671477	014359	APCO SUPPLY	2,312.11
09/25/2024	POOL	671478	014429	MICHIGAN STATE POLICE	240.00
09/25/2024	POOL	671479	014430	SMART START MICHIGAN	110.00
09/25/2024	POOL	671480	014492	APPLE INC	1,499.00
09/25/2024	POOL	671481	014530	CLAUDETTE ROBINSON	75.00
09/25/2024	POOL	671482	014594	SUBURBAN LIBRARY CO-OP	5,560.00
09/25/2024	POOL	671483	014619	D/A CENTRAL INC	5,671.41
09/25/2024	POOL	671484	014635	COMPONE ADMINISTRATORS	40,686.80
09/25/2024	POOL	671485	014656	UNIQUE MANAGEMENT	446.65
09/25/2024	POOL	671486	014867	MICRO CENTER	122.94
09/25/2024	POOL	671487	014993	CITY ELECTRIC SUPPLY	165.60
09/25/2024	POOL	671488	015025	GRIFFIN PEST SOLUTIONS INC	3,598.00
09/25/2024	POOL	671489	015071	HALLAHAN & ASSOCIATES PC	12,914.45
09/25/2024	POOL	671490	015114	JEFFREY MIDDLETON	300.00
09/25/2024	POOL	671491	015189	STATE OF MICHIGAN	75.00
09/25/2024	POOL	671492	015218	PRIORITY DISPATCH CORP	245.00
09/25/2024	POOL	671493	015247	GREAT LAKES GRAPHICS INC	26,503.63
09/25/2024	POOL	671494	015316	FREDRICKSON SUPPLY LLC	354.19
09/25/2024	POOL	671495	015379	STEPHEN SELL	25.00
09/25/2024	POOL	671496	015453	WARREN G SMITH JR	75.00
09/25/2024	POOL	671497	015475	GENUINE PARTS COMPANY	2,673.06
09/25/2024	POOL	671498	015549	EDWARD TROJANOWSKI	2,340.00
09/25/2024	POOL	671499	015558	APPLIED INNOVATION	2,985.75
09/25/2024	POOL	671500	015778	MTECH COMPANY	936.47
09/25/2024	POOL	671501	015808	MICHAEL OWCZAREK	103.00
09/25/2024	POOL	671502	015856	KIMBERLY DIBARTOLOMEO	450.00
09/25/2024	POOL	671503	015873	DTE ELECTRIC COMPANY	124.50
09/25/2024	POOL	671504	015874	LINGUISTICA INTERNATIONAL	122.33
09/25/2024	POOL	671505	015936	BRICCO EXCAVATING	748,049.24
09/25/2024	POOL	671506	015937	WORLDWIDE INTERPRETERS	855.87
09/25/2024	POOL	671507	016031	CHARLES M MERLO	300.00
09/25/2024	POOL	671508	016034	MAJIK GRAPHICS INC	3,920.00
09/25/2024	POOL	671509	016115	PAMAR ENTERPRISES INC	31,036.96
09/25/2024	POOL	671510	016137	PSYBUS PC	3,650.00
09/25/2024	POOL	671511	016159	HUNTINGTON NATIONAL BANK	1,000.00
09/25/2024	POOL	671512	016242	CASPER CORPORATION	122.50
09/25/2024	POOL	671513	016310	SIGNING PROS LLC	502.98
09/25/2024	POOL	671514	016311	SAFEWARE INC	66,065.00
09/25/2024	POOL	671515	016346	MICHAEL F MACHERZAK	1,320.00
09/25/2024	POOL	671516	016437	SIGNAL SYSTEMS INC	252.30
09/25/2024	POOL	671517	016505	MITCHELL DECOOK	25.00
09/25/2024	POOL	671518	016513	PAMELA M KROLL	2,610.00
09/25/2024	POOL	671519	016549	MATTHEW WIERMAN	25.00
09/25/2024	POOL	671520	016627	DEBORAH WEIHERMULLER	2,500.00
09/25/2024	POOL	671521	016689	KIMBERLY M LUBINSKI	360.00
09/25/2024	POOL	671522	016792	CHRISTOPHER LIPKA	150.00
09/25/2024	POOL	671523	016856	FIVE STAR LANGUAGES	160.00
09/25/2024	POOL	671524	016876	INDUSTRIAL FOOTWEAR LLC	1,471.00
09/25/2024	POOL	671525	016894	M & K HOLDING COMPANY	950.52
09/25/2024	POOL	671526	016935	SUPERIOR EXCAVATING INC	182,094.26
09/25/2024	POOL	671527	016955	PROGRESSIVE PLUMBING SUPPLY	70.45
09/25/2024	POOL	671528	016985	GLOBAL INTERPRETING SERVICES	252.79
09/25/2024	POOL	671529	016994	GFL ENVIRONMENTAL USA INC	36,475.50
09/25/2024	POOL	671530	017043	EXTREME TOOLING LLC	780.00
09/25/2024	POOL	671531	017080	OSBURN INDUSTRIES INC	1,347.58
09/25/2024	POOL	671532	017085	EVOQUA WATER TECHNOLOGIES	359.00
09/25/2024	POOL	671533	017095	BARUZZINI CONTRACTING LLC	2,054.74
09/25/2024	POOL	671534	017185	THE ASU GROUP	79,016.59
09/25/2024	POOL	671535	017186	T-MOBILE USA INC	1,645.18
09/25/2024	POOL	671536	017204	TRAPS AND TAILS LLC	1,100.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/25/2024	POOL	671537	017223	CORE & MAIN LP	344.00
09/25/2024	POOL	671538	017233	THE ASU GROUP (SERVICE FEES)	750.00
09/25/2024	POOL	671539	017251	POSITIVE CONCEPTS INC	1,135.00
09/25/2024	POOL	671540	017261	NATHAN MOEHLIG	404.00
09/25/2024	POOL	671541	017291	CARL F JARBOE	1,050.00
09/25/2024	POOL	671542	017292	MARK VRANA	1,110.00
09/25/2024	POOL	671543	017304	DSI MEDICAL SERVICES INC	117.00
09/25/2024	POOL	671544	017319	BROADCAST SELECTIONS & SALES INC	4,990.00
09/25/2024	POOL	671545	017331	JON EPPICH	82.00
09/25/2024	POOL	671546	017404	OFFICE EQUIPMENT RESOURCES INC	70.00
09/25/2024	POOL	671547	017423	ROY SMITH COMPANY	141.00
09/25/2024	POOL	671548	017425	MICHELLE LUNDQUIST	1,620.00
09/25/2024	POOL	671549	017435	GEORGE N ANTHONY	176.26
09/25/2024	POOL	671550	017450	FITNESS THINGS INC	185.00
09/25/2024	POOL	671551	017550	RICHARD CERVENAK	1,650.00
09/25/2024	POOL	671552	017609	ROY M GRUENBURG	570.00
09/25/2024	POOL	671553	017738	PRIORITY WASTE LLC	744.04
09/25/2024	POOL	671554	017777	SULTANA CHOWDHURY	75.00
09/25/2024	POOL	671555	017849	LAFORCE INC	534.00
09/25/2024	POOL	671556	017870	JOHN C CAHALAN PLLC	1,320.00
09/25/2024	POOL	671557	018001	AMERICAN PEST CONTROL INC	322.00
09/25/2024	POOL	671558	018014	TEDESCO BUILDING SERVICES INC	5,750.67
09/25/2024	POOL	671559	018061	ANIMAL HOUSE PET SERVICES	7,354.00
09/25/2024	POOL	671560	018078	METCOM INC	988.20
09/25/2024	POOL	671561	018239	QUALIFIED CONSTRUCTION CORPORATION	21,581.00
09/25/2024	POOL	671562	018267	SMART PLANET SOFTWARE	35.00
09/25/2024	POOL	671563	018336	COMMERCIAL CONTRACTING CORPORATION	391,904.10
09/25/2024	POOL	671564	018339	TK ELEVATOR CORPORATION	3,178.23
09/25/2024	POOL	671565	018340	DENIS LEDUC	1,465.12
09/25/2024	POOL	671566	018351	ALBERT M SOPHIEA P.C.	1,960.00
09/25/2024	POOL	671567	018361	JERRY WEIMER CONSULTING LLC	2,480.00
09/25/2024	POOL	671568	018366	SHELBY GENERATOR INC	1,632.00
09/25/2024	POOL	671569	018368	MERLE BONIECKI	75.00
09/25/2024	POOL	671570	018392	TANIA GHANEM	1,050.00
09/25/2024	POOL	671571	018395	TIMMONS GROUP INC	742.50
09/25/2024	POOL	671572	018404	EAGLES TOOLS DISTRIBUTION LLC	374.00
09/25/2024	POOL	671573	018405	SIGNPRO CO INC	288.75
09/25/2024	POOL	671574	018428	AMERICAN HEART ASSOCIATION INC	6,468.00
09/25/2024	POOL	671575	018431	ASCENTIS CORPORATION	1,590.80
09/25/2024	POOL	671576	018453	IMAGE PRINTING COMPANY INC	1,868.13
09/25/2024	POOL	671577	018478	SUPREME SWEEPING SERVICES INC	450.00
09/25/2024	POOL	671578	018483	JAKAB BONNER	25.00
09/25/2024	POOL	671579	018489	CAROLE ANN MURRAY	1,260.00
09/25/2024	POOL	671580	018599	DANIEL G DEVINE	150.00
09/25/2024	POOL	671581	018600	SUMMER TOCCO	150.00
09/25/2024	POOL	671582	018635	AUTO & TRUCK ACCESSORIES	329.00
09/25/2024	POOL	671583	018642	LIMB WALKERS TREE & SNOW	2,755.00
09/25/2024	POOL	671584	018689	PREMIER GROUP ASSOCIATES LC	5,093.00
09/25/2024	POOL	671585	018726	HUMANE SOCIETY OF MACOMB	40.00
09/25/2024	POOL	671586	018736	ODP BUSINESS SOLUTIONS LLC	6,068.72
09/25/2024	POOL	671587	018868	DELWAR HUSSAIN ANSAR	75.00
09/25/2024	POOL	671588	018902	MOTOR CITY AQUARIUM SERVICES	950.00
09/25/2024	POOL	671589	018936	VERIZON CONNECT FLEET USA LLC	9,444.92
09/25/2024	POOL	671590	018954	VARIETY FOODSERVICES INC	315.36
09/25/2024	POOL	671591	018970	BMW KAR WASH LLC	4.75
09/25/2024	POOL	671592	018972	PREMIER BUILDER INC	1,300.00
09/25/2024	POOL	671593	019022	PAULA M SAUBER	612.00
09/25/2024	POOL	671594	019036	COMCAST CABLE COMMUNICATIONS	1,330.00
09/25/2024	POOL	671595	019083	ROWLEYS WHOLESALE	4,788.97
09/25/2024	POOL	671596	019107	AMAZON CAPITAL SERVICES INC	550.94
09/25/2024	POOL	671597	019108	FRIENDLY CHRYSLER JEEP	2,630.00
09/25/2024	POOL	671598	019159	PERNICANO LAW PLLC	775.00
09/25/2024	POOL	671599	019165	ENVIRONMENTAL EXPRESS INC	3,042.77
09/25/2024	POOL	671600	019184	CHRISTOPHER METRY PLLC	180.00
09/25/2024	POOL	671601	019300	ADVANCED IT PROFESSIONALS LLC	150.00
09/25/2024	POOL	671602	019309	REXPOINTE KENNELS	220.00
09/25/2024	POOL	671603	019326	G & A CLEANING INC	10,302.16
09/25/2024	POOL	671604	019341	BIRKS WORKS ENVIRONMENTAL LLC	10,360.00
09/25/2024	POOL	671605	019377	ADRIANA ROSE PICCIRILLI	150.00
09/25/2024	POOL	671606	019390	NOWAK & FRAUS PLLC	9,610.00
09/25/2024	POOL	671607	019434	NINA WARDA	810.00
09/25/2024	POOL	671608	019441	AIRGAS USA LLC	1,214.07
09/25/2024	POOL	671609	019443	GAPVAX INC	141.59
09/25/2024	POOL	671610	019467	MACQUEEN	130,939.18
09/25/2024	POOL	671611	019472	FERT-SCAPE INC	900.00
09/25/2024	POOL	671612	019496	GLSCO	324.00
09/25/2024	POOL	671613	019527	TRACIE DUNCAN	312.49
09/25/2024	POOL	671614	019539	BLUE WATER INDUSTRIAL PRODUCTS	72.00
09/25/2024	POOL	671615	019546	KIJERO, LLC	2,350.00
09/25/2024	POOL	671616	019549	ANDREY DUZYJ	75.00
09/25/2024	POOL	671617	019550	MICHAEL HOLOWATY	75.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/25/2024	POOL	671618	019551	SYED HOQUE	75.00
09/25/2024	POOL	671619	019567	WENSCO SIGN SUPPLY	822.29
09/25/2024	POOL	671620	019582	FIRE SMART PROMOTIONS	1,472.50
09/25/2024	POOL	671621	019598	MP PREDICTIVE TECHNOLOGIES INC	2,103.78
09/25/2024	POOL	671622	019604	MGT OF AMERICA CONSULTING LLC	5,731.16
09/25/2024	POOL	671623	080023	DENCAP	1,442.00
09/25/2024	POOL	671624	080100	DELTA DENTAL OF MICHIGAN	18,885.44
09/25/2024	POOL	671625	080101	DELTA DENTAL OF MICHIGAN	31,545.58
09/25/2024	POOL	671626	099998	KENNETH K JORDAN	4,895.46
09/25/2024	POOL	671627	099998	JEREMY & THORNNA JACKSON	3,341.34
09/25/2024	POOL	671628	099998	LERETA LLC	3,704.91
09/25/2024	POOL	671629	099998	ZACHARY BARANSKI	38.30
09/25/2024	POOL	671630	099998	MICHAEL BIELICKI	40.70
09/25/2024	POOL	671631	099998	ROBIN BRUNELL	40.70
09/25/2024	POOL	671632	099998	ANDREW COPP	40.70
09/25/2024	POOL	671633	099998	COLLEEN DEMARIA	38.70
09/25/2024	POOL	671634	099998	DAVID EBERHART	15.40
09/25/2024	POOL	671635	099998	KAREN GRESCHAK	38.70
09/25/2024	POOL	671636	099998	MICHAEL HENRY	39.90
09/25/2024	POOL	671637	099998	MARK JOWERS	40.30
09/25/2024	POOL	671638	099998	JAMES KNERR III	39.90
09/25/2024	POOL	671639	099998	ELIZABETH LAWRENCE	38.70
09/25/2024	POOL	671640	099998	JAQULYN LUKASIK	39.50
09/25/2024	POOL	671641	099998	AYSHA MILI	39.90
09/25/2024	POOL	671642	099998	ANN NAHAJEWSKI	42.30
09/25/2024	POOL	671643	099998	MELANIE OLOW	39.90
09/25/2024	POOL	671644	099998	KEVIN PETERS	15.60
09/25/2024	POOL	671645	099998	SARAH RAMM	41.50
09/25/2024	POOL	671646	099998	LINDA ROTARIUS	39.50
09/25/2024	POOL	671647	099998	GLEN SCHWARTZ	41.50
09/25/2024	POOL	671648	099998	ROSETTA SMITH	40.70
09/25/2024	POOL	671649	099998	MELANIE STOETZER	40.30
09/25/2024	POOL	671650	099998	ANDREA TRIBUNE	43.90
09/25/2024	POOL	671651	099998	NICK VOYDANOFF	39.90
09/25/2024	POOL	671652	099998	RASHAWNDA WILLIAMS	41.50
09/25/2024	POOL	671653	099998	NORTHSTAR FINANCIAL GROUP INC	150.00
09/25/2024	POOL	671654	099998	STEALTH LOGISTICS INC	4,779.00
09/25/2024	POOL	671655	099998	JB DONALDSON CO	1,765.00
09/25/2024	POOL	671656	099998	NORTH AMERICAN GRAPHICS SERVICES	130.00
09/25/2024	POOL	671657	099998	CHRISTOPHER RYBICKI	4,005.00
09/25/2024	POOL	671658	099998	CORELOGIC CENTRALIZED REFUNDS	1,687.65
09/25/2024	POOL	671659	099998	CYNTHIA ROMANOW TTEE	502.14
09/25/2024	POOL	671660	099998	LERETA LLC	4,918.28
09/25/2024	POOL	671661	099998	METALLURGICAL PROCESSING	55,927.79
09/25/2024	POOL	671662	099998	TITLE PARTNERS LLC	798.76
09/25/2024	POOL	671663	099998	TAX PAYMENT PROCESSING	283.89
09/25/2024	POOL	671664	099998	SUMMIT TITLE	706.97
09/25/2024	POOL	671665	099998	PEGASUS TITLE SERVICE	20.35
09/25/2024	POOL	671666	099998	REPUTATION FIRST TITLE AGENCY LLC	1,496.08
09/25/2024	POOL	671667	099998	FIDELITY NATIONAL TITLE COMPANY	1,906.96
09/25/2024	POOL	671668	099998	CAPITAL TITLE	38.80
09/25/2024	POOL	671669	099998	SURENDRA OR VALMIK KELWALA	50.00
09/25/2024	POOL	671670	099998	CORELOGIC TAX SERVICES LLC	733.23
09/25/2024	POOL	671671	099998	TOP TITLE GROUP LLC	11.65
09/25/2024	POOL	671672	099998	TOP TITLE GROUP LLC	2.17
09/25/2024	POOL	671673	099998	HOLLY AMORE	3,043.30
09/25/2024	POOL	671674	099998	EPIC TITLE SERVICES LLC	2,859.96
09/25/2024	POOL	671675	099998	TOP CHOICE TITLE, LLC	1,561.54
09/25/2024	POOL	671676	099998	CAPITAL TITLE	115.42
09/25/2024	POOL	671677	099998	CITY OF WARREN	435.90
09/25/2024	POOL	671678	099998	CASEMEIR ZOMERFELD	6.00
09/25/2024	POOL	671679	099998	CLYDE GAGNON	14.18
09/25/2024	POOL	671680	099998	RYAN LLC	14,635.26
09/25/2024	POOL	671681	099998	MADISON SETTLEMENT SERVICES LLC	1,460.36
09/25/2024	POOL	671682	099998	CAPITAL TITLE	1,183.59
09/25/2024	POOL	671683	099998	KAREN T SERGOLIA	58.40
09/25/2024	POOL	671684	099998	PRIMARY TITLE AGENCY	3,276.30
09/25/2024	POOL	671685	099998	AMROCK LLC	3,308.30
09/25/2024	POOL	671686	099998	FIDELITY NATIONAL TITLE COMPANY	572.20
09/25/2024	POOL	671687	099998	VANGUARD TITLE INSURANCE AGENCY	16.30
09/25/2024	POOL	671688	099998	IDEAL TITLE LLC	2,768.72
09/25/2024	POOL	671689	099998	LJL RENTALS	147.61
09/25/2024	POOL	671690	099998	PETRA TITLE AGENCY	2,398.14
09/25/2024	POOL	671691	099998	PARTNERS TITLE	1,468.17
09/25/2024	POOL	671692	099998	MAXIMUS TITLE AGENCY LLC	1,821.66
09/25/2024	POOL	671693	099998	CISLO TITLE COMPANY	1,843.94
09/25/2024	POOL	671694	099998	TITLE ONE, INC	1,614.55
09/25/2024	POOL	671695	099998	PETRA TITLE AGENCY	1,409.76
09/25/2024	POOL	671696	099998	CORELOGIC TAX SERVICES LLC	1,800.00
09/25/2024	POOL	671697	099998	VISIONARY TITLE AGENCY, LLC	2,022.73
09/25/2024	POOL	671698	099998	PREMIER TITLE AGENCY LLC	1,242.75

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/25/2024	POOL	671699	099998	MICHIGAN INVESTMENT TITLE INC	875.72
09/25/2024	POOL	671700	099998	DEVON TITLE AGENCY	2,471.22
09/25/2024	POOL	671701	099998	RAY L MARTIN	1,105.97
09/25/2024	POOL	671702	099998	PHILIP RUCINSKI	513.02
09/25/2024	POOL	671703	099998	MIKE ZINN	349.02
09/25/2024	POOL	671704	099998	JOSHUA CORNEILLE	1,593.29
09/25/2024	POOL	671705	099998	ESTATE OF CLARENCE R SWITALSKI	173.96
09/25/2024	POOL	671706	099998	LANZO CONSTRUCTION	500.00
09/25/2024	POOL	671707	099998	DEBUCK CONSTRUCTION	454.96
09/25/2024	POOL	671708	004896	METRO CONTROLS INC	7,721.18
09/25/2024	POOL	671709	005569	DALES LANDSCAPING SUPPLY	66.50
09/25/2024	POOL	671710	009327	MOTOROLA SOLUTIONS INC	59,912.08
09/25/2024	POOL	671711	014505	STRYKER SALES CORPORATION	1,228.29
09/25/2024	POOL	671712	014756	CREST FORD INC	1,345.74
09/25/2024	POOL	671713	015678	KIESLER POLICE SUPPLY INC	16,000.00
09/25/2024	POOL	671714	016454	SCI FLOOR COVERING INC	1,655.28

POOL TOTALS:

Total of 418 Checks:	6,885,192.46
Less 0 Void Checks:	0.00
Total of 418 Disbursements:	6,885,192.46

CHECK DISBURSEMENT REPORT FOR CITY OF WARREN
CHECK NUMBER 671297 - 671714

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
09/05/2024	POOL	671314#	BLUE CARE NETWORK	HEALTH INSURANCE PREMIUM	23121	0000	698.28
09/05/2024	POOL	671315#	BLUE CROSS BLUE SHIELD MI	INSURANCE PREMIUM	23121	0000	205.10
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	09495	0000	22.73
09/25/2024	POOL	671330	ALLIE BROTHERS INC	CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	20.00
				CLOTHING ALLOWANCE	20286	0000	15.99
				CLOTHING ALLOWANCE	20286	0000	15.00
				CLOTHING ALLOWANCE	20286	0000	38.99
				CLOTHING ALLOWANCE	20286	0000	95.00
				CLOTHING ALLOWANCE	20286	0000	89.97
				CLOTHING ALLOWANCE	20286	0000	64.99
				CLOTHING ALLOWANCE	20286	0000	95.00
				CLOTHING ALLOWANCE	20286	0000	13.98
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	26.99
				CLOTHING ALLOWANCE	20286	0000	39.99
				CLOTHING ALLOWANCE	20286	0000	48.99
				CLOTHING ALLOWANCE	20286	0000	38.99
				CLOTHING ALLOWANCE	20286	0000	15.00
				CLOTHING ALLOWANCE	20286	0000	65.00
				CLOTHING ALLOWANCE	20286	0000	14.99
				CLOTHING ALLOWANCE	20286	0000	15.99
				CLOTHING ALLOWANCE	20286	0000	6.99
				CLOTHING ALLOWANCE	20286	0000	65.99
				CLOTHING ALLOWANCE	20286	0000	179.98
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	58.50
				CLOTHING ALLOWANCE	20286	0000	234.99
				CLOTHING ALLOWANCE	20286	0000	24.00
				CLOTHING ALLOWANCE	20286	0000	3.00
				CLOTHING ALLOWANCE	20286	0000	18.99
				CLOTHING ALLOWANCE	20286	0000	132.00
				CLOTHING ALLOWANCE	20286	0000	307.99
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	6.99
				CLOTHING ALLOWANCE	20286	0000	38.99
				CLOTHING ALLOWANCE	20286	0000	7.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
				CLOTHING ALLOWANCE	20286	0000	3.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	95.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	6.99
				CLOTHING ALLOWANCE	20286	0000	279.99
				CLOTHING ALLOWANCE	20286	0000	3.00
				CLOTHING ALLOWANCE	20286	0000	169.98
				CLOTHING ALLOWANCE	20286	0000	74.95
				CLOTHING ALLOWANCE	20286	0000	89.97
				CLOTHING ALLOWANCE	20286	0000	24.99
				CLOTHING ALLOWANCE	20286	0000	399.99
				CLOTHING ALLOWANCE	20286	0000	7.50
				CLOTHING ALLOWANCE	20286	0000	3.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	220.00
				CLOTHING ALLOWANCE	20286	0000	65.00
				CLOTHING ALLOWANCE	20286	0000	95.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	230.97
				CLOTHING ALLOWANCE	20286	0000	50.99
				CLOTHING ALLOWANCE	20286	0000	10.00
				CLOTHING ALLOWANCE	20286	0000	74.99
				CLOTHING ALLOWANCE	20286	0000	10.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	6.99
				CLOTHING ALLOWANCE	20286	0000	95.00
				CLOTHING ALLOWANCE	20286	0000	19.99
				CLOTHING ALLOWANCE	20286	0000	24.00
				CLOTHING ALLOWANCE	20286	0000	44.97
				CLOTHING ALLOWANCE	20286	0000	114.99
				CLOTHING ALLOWANCE	20286	0000	54.99
				CLOTHING ALLOWANCE	20286	0000	35.00
				CLOTHING ALLOWANCE	20286	0000	199.99
				CLOTHING ALLOWANCE	20286	0000	175.00
				CLOTHING ALLOWANCE	20286	0000	9.90
				CLOTHING ALLOWANCE	20286	0000	100.00
				CLOTHING ALLOWANCE	20286	0000	95.00
				CLOTHING ALLOWANCE	20286	0000	41.99
				CLOTHING ALLOWANCE	20286	0000	14.99
				CLOTHING ALLOWANCE	20286	0000	31.98
				CLOTHING ALLOWANCE	20286	0000	110.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
				CLOTHING ALLOWANCE	20286	0000	66.99
				CLOTHING ALLOWANCE	20286	0000	64.99
				CLOTHING ALLOWANCE	20286	0000	18.99
				CLOTHING ALLOWANCE	20286	0000	33.98
				CLOTHING ALLOWANCE	20286	0000	95.00
				CLOTHING ALLOWANCE	20286	0000	25.00
				CLOTHING ALLOWANCE	20286	0000	46.19
				CLOTHING ALLOWANCE	20286	0000	3.00
				CLOTHING ALLOWANCE	20286	0000	95.00
				CLOTHING ALLOWANCE	20286	0000	26.99
				CLOTHING ALLOWANCE	20286	0000	66.99
				CLOTHING ALLOWANCE	20286	0000	179.98
				CLOTHING ALLOWANCE	20286	0000	125.98
				CLOTHING ALLOWANCE	20286	0000	90.00
				CLOTHING ALLOWANCE	20286	0000	10.00
				CLOTHING ALLOWANCE	20286	0000	6.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	399.99
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				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	59.98
				CLOTHING ALLOWANCE	20286	0000	50.99
				CLOTHING ALLOWANCE	20286	0000	15.99
				CLOTHING ALLOWANCE	20286	0000	6.99
				CLOTHING ALLOWANCE	20286	0000	49.98
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	399.99
				CLOTHING ALLOWANCE	20286	0000	28.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	41.99
				CLOTHING ALLOWANCE	20286	0000	19.99
				CLOTHING ALLOWANCE	20286	0000	14.99
				CLOTHING ALLOWANCE	20286	0000	11.25
				CLOTHING ALLOWANCE	20286	0000	15.99
				CLOTHING ALLOWANCE	20286	0000	169.98
				CLOTHING ALLOWANCE	20286	0000	59.98
				CLOTHING ALLOWANCE	20286	0000	20.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CHECK POOL 671330 TOTAL FOR FUND 101:			8,755.02
09/25/2024	POOL	671333	DORNBOS SIGN & SAFETY INC	SIGN BLANKS	10900	0000	4,492.50
				SIGN BLANKS	10900	0000	4,897.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
				SIGN BLANKS	10900	0000	6,115.00
				CHECK POOL 671333 TOTAL FOR FUND 101:			15,505.00
09/25/2024	POOL	671344	MACOMB COUNTY TREASURER	TRAILER PARK RENTALS	22001	0000	1,937.50
09/25/2024	POOL	671484	COMPONE ADMINISTRATORS	WORKERS COMPENSATION	12400	0000	(21,678.33)
				WORKERS COMPENSATION	20525	0000	3,189.16
				WORKERS COMPENSATION	20525	0000	30,596.57
				WORKERS COMPENSATION	20525	0000	24,904.40
				WORKERS COMPENSATION	20525	0000	3,675.00
				CHECK POOL 671484 TOTAL FOR FUND 101:			40,686.80
09/25/2024	POOL	671503	DTE ELECTRIC COMPANY	ESCROW REFUND 22-5594	25603	0000	124.50
09/25/2024	POOL	671524	INDUSTRIAL FOOTWEAR LLC	CLOTHING ALLOWANCE	20286	0000	150.00
				CLOTHING ALLOWANCE	20286	0000	20.00
				CLOTHING ALLOWANCE	20286	0000	295.00
				CLOTHING ALLOWANCE	20286	0000	150.00
				CLOTHING ALLOWANCE	20286	0000	12.00
				CLOTHING ALLOWANCE	20286	0000	365.00
				CLOTHING ALLOWANCE	20286	0000	12.00
				CLOTHING ALLOWANCE	20286	0000	200.00
				CLOTHING ALLOWANCE	20286	0000	20.00
				CLOTHING ALLOWANCE	20286	0000	140.00
				CLOTHING ALLOWANCE	20286	0000	15.00
				CLOTHING ALLOWANCE	20286	0000	29.00
				CLOTHING ALLOWANCE	20286	0000	63.00
				CHECK POOL 671524 TOTAL FOR FUND 101:			1,471.00
09/25/2024	POOL	671526*#	SUPERIOR EXCAVATING INC	STORM SEWER REPAIRS	21000	0000	(145,935.29)
				STORM SEWER REPAIRS	21001	0000	(14,593.53)
				STORM SEWER REPAIRS	21097	0000	145,935.29
				CHECK POOL 671526 TOTAL FOR FUND 101:			(14,593.53)
09/25/2024	POOL	671534#	THE ASU GROUP	AUG24	12400	0000	(17,670.65)
				AUG24	12400	0000	(26,070.00)
				CHECK POOL 671534 TOTAL FOR FUND 101:			(43,740.65)
09/25/2024	POOL	671594	COMCAST CABLE COMMUNICATIONS	ESCROW REFUND 22-5588	25603	0000	1,000.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
				ESCROW REFUND 22-5589	25603	0000	330.00
				CHECK POOL 671594 TOTAL FOR FUND 101:			1,330.00
09/25/2024	POOL	671624#	DELTA DENTAL OF MICHIGAN	RETIREES DENTAL INSURANCE	23104	0000	9,442.85
09/25/2024	POOL	671625#	DELTA DENTAL OF MICHIGAN	P&F RETIREES DENTAL	23104	0000	1,412.50
				P&F RETIREES DENTAL	23104	0000	38.14
				P&F RETIREES DENTAL	23104	0000	2,452.15
				P&F RETIREES DENTAL	23104	0000	168.13
				P&F RETIREES DENTAL	23104	0000	11,586.52
				P&F RETIREES DENTAL	23124	0000	43.48
				CHECK POOL 671625 TOTAL FOR FUND 101:			15,700.92
09/25/2024	POOL	671654	STEALTH LOGISTICS INC	ESCROW REFUND 22-5659	25603	0000	4,779.00
09/25/2024	POOL	671655	JB DONALDSON CO	ESCROW REFUND 23-5735	25603	0000	1,765.00
09/25/2024	POOL	671656	NORTH AMERICAN GRAPHICS SERVICES	ESCROW REFUND 24-5832	25603	0000	130.00
09/25/2024	POOL	671662	TITLE PARTNERS LLC	OVERPAYMENT	27500	0000	798.76
09/25/2024	POOL	671663	TAX PAYMENT PROCESSING	OVERPAYMENT	27500	0000	283.89
09/25/2024	POOL	671664	SUMMIT TITLE	OVERPAYMENT	27500	0000	706.97
09/25/2024	POOL	671665	PEGASUS TITLE SERVICE	OVERPAYMENT	27500	0000	20.35
09/25/2024	POOL	671666	REPUTATION FIRST TITLE AGENCY LLC	OVERPAYMENT	27500	0000	1,496.08
09/25/2024	POOL	671667	FIDELITY NATIONAL TITLE COMPANY	OVERPAYMENT	27500	0000	1,906.96
09/25/2024	POOL	671668	CAPITAL TITLE	OVERPAYMENT	27500	0000	38.80
09/25/2024	POOL	671669	SURENDRA OR VALMIK KELWALA	OVERPAYMENT	27500	0000	50.00
09/25/2024	POOL	671670	CORELOGIC TAX SERVICES LLC	OVERPAYMENT	27500	0000	733.23
09/25/2024	POOL	671671	TOP TITLE GROUP LLC	OVERPAYMENT	27500	0000	11.65
09/25/2024	POOL	671672	TOP TITLE GROUP LLC	OVERPAYMENT	27500	0000	2.17
09/25/2024	POOL	671673	HOLLY AMORE	OVERPAYMENT	27500	0000	3,043.30
09/25/2024	POOL	671674	EPIC TITLE SERVICES LLC	OVERPAYMENT	27500	0000	2,859.96
09/25/2024	POOL	671675	TOP CHOICE TITLE, LLC	OVERPAYMENT	27500	0000	1,561.54
09/25/2024	POOL	671676	CAPITAL TITLE	OVERPAYMENT	27500	0000	115.42
09/25/2024	POOL	671677	CITY OF WARREN	OVERPAYMENT	27500	0000	435.90

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
09/25/2024	POOL	671678	CASEMEIR ZOMERFELD	OVERPAYMENT	27500	0000	6.00
09/25/2024	POOL	671679	CLYDE GAGNON	OVERPAYMENT	27500	0000	14.18
09/25/2024	POOL	671680	RYAN LLC	OVERPAYMENT	27500	0000	14,635.26
09/25/2024	POOL	671681	MADISON SETTLEMENT SERVICES LLC	OVERPAYMENT	27500	0000	1,460.36
09/25/2024	POOL	671682	CAPITAL TITLE	OVERPAYMENT	27500	0000	1,183.59
09/25/2024	POOL	671683	KAREN T SERGOLIA	OVERPAYMENT	27500	0000	58.40
09/25/2024	POOL	671684	PRIMARY TITLE AGENCY	OVERPAYMENT	27500	0000	3,276.30
09/25/2024	POOL	671685	AMROCK LLC	OVERPAYMENT	27500	0000	3,308.30
09/25/2024	POOL	671686	FIDELITY NATIONAL TITLE COMPANY	OVERPAYMENT	27500	0000	572.20
09/25/2024	POOL	671687	VANGUARD TITLE INSURANCE AGENCY	OVERPAYMENT	27500	0000	16.30
09/25/2024	POOL	671688	IDEAL TITLE LLC	OVERPAYMENT	27500	0000	2,768.72
09/25/2024	POOL	671689	LJL RENTALS	OVERPAYMENT	27500	0000	147.61
09/25/2024	POOL	671690	PETRA TITLE AGENCY	OVERPAYMENT	27500	0000	2,398.14
09/25/2024	POOL	671691	PARTNERS TITLE	OVERPAYMENT	27500	0000	1,468.17
09/25/2024	POOL	671692	MAXIMUS TITLE AGENCY LLC	OVERPAYMENT	27500	0000	1,821.66
09/25/2024	POOL	671693	CISLO TITLE COMPANY	OVERPAYMENT	27500	0000	1,843.94
09/25/2024	POOL	671694	TITLE ONE, INC	OVERPAYMENT	27500	0000	1,614.55
09/25/2024	POOL	671695	PETRA TITLE AGENCY	OVERPAYMENT	27500	0000	1,409.76
09/25/2024	POOL	671696	CORELOGIC TAX SERVICES LLC	OVERPAYMENT	27500	0000	1,800.00
09/25/2024	POOL	671697	VISIONARY TITLE AGENCY, LLC	OVERPAYMENT	27500	0000	2,022.73
09/25/2024	POOL	671698	PREMIER TITLE AGENCY LLC	OVERPAYMENT	27500	0000	1,242.75
09/25/2024	POOL	671699	MICHIGAN INVESTMENT TITLE INC	OVERPAYMENT	27500	0000	875.72
09/25/2024	POOL	671700	DEVON TITLE AGENCY	OVERPAYMENT	27500	0000	2,471.22
				Total for department 0000:			104,700.36
Department: 0080 REVENUES							
09/12/2024	POOL	671322	MICHIGAN DEPT OF TREASURY	ABANDONED VEHICLE EXCESS	63800	0080	3,190.00
09/25/2024	POOL	671398	MICHIGAN DEPT OF TREASURY	ABANDONED VEHICLE EXCESS	63800	0080	1,170.00
09/25/2024	POOL	671653	NORTHSTAR FINANCIAL GROUP INC	REFUND	67900	0080	150.00
09/25/2024	POOL	671657	CHRISTOPHER RYBICKI	REFUND AUCTION PROCEEDS	63800	0080	4,005.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0080 REVENUES							
				Total for department 0080:			8,515.00
Department: 1101 COUNCIL							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1101	27.19
				Total for department 1101:			27.19
Department: 1136 37TH DISTRICT COURT							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1136	100.10
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1136	1,359.41
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1136	114.00
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1136	501.81
				WATER SERVICE	92000	1136	28.75
				CHECK POOL 671355 TOTAL FOR FUND 101:			530.56
09/25/2024	POOL	671358#	WEST GROUP	ONLINE SERVICE	98200	1136	306.99
				ONLINE SERVICE	98200	1136	458.02
				BOOKS	98200	1136	408.14
				CHECK POOL 671358 TOTAL FOR FUND 101:			1,173.15
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1136	72.83
09/25/2024	POOL	671400*#	DAWN M WALTON	DRUG COURT APPOINTED DEFENSE ATTORNEY	82249	1136	450.00
09/25/2024	POOL	671422	PHILLIP NAHIRNIAK	DRUG COURT SECURITY	82248	1136	328.00
09/25/2024	POOL	671428	LORAINE C KENNY	COURT RECORDING SERVICE	80100	1136	400.00
09/25/2024	POOL	671442	RESOLUTION CENTER THE	MEDIATION SERVICE	80100	1136	1,750.00
09/25/2024	POOL	671457	SHREDCORP	DOCUMENT SHREDDING	80100	1136	84.00
09/25/2024	POOL	671479	SMART START MICHIGAN	TESTING DEVICES AND CLASSES	82249	1136	110.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	1136	34.78
				COPIER MAINTENANCE	80100	1136	81.79
				COPIER MAINTENANCE	80100	1136	28.74
				COPIER MAINTENANCE	80100	1136	28.32

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Fund: 101 GENERAL FUND							
Department: 1136 37TH DISTRICT COURT							
				CHECK POOL 671499 TOTAL FOR FUND 101:			173.63
09/25/2024	POOL	671504	LINGUISTICA INTERNATIONAL	INTERPRETING SERVICE	80100	1136	7.36
				INTERPRETING SERVICE	80100	1136	114.97
				CHECK POOL 671504 TOTAL FOR FUND 101:			122.33
09/25/2024	POOL	671506	WORLDWIDE INTERPRETERS	INTERPRETING SERVICE	80100	1136	304.90
				INTERPRETING SERVICE	80100	1136	318.45
				INTERPRETING SERVICE	80100	1136	232.52
				CHECK POOL 671506 TOTAL FOR FUND 101:			855.87
09/25/2024	POOL	671513	SIGNING PROS LLC	INTERPRETING SERVICE	80100	1136	287.98
				INTERPRETING SERVICE	80100	1136	215.00
				CHECK POOL 671513 TOTAL FOR FUND 101:			502.98
09/25/2024	POOL	671523	FIVE STAR LANGUAGES	INTERPRETING SERVICE	80100	1136	160.00
09/25/2024	POOL	671541	CARL F JARBOE	VISITING JUDGE	80103	1136	350.00
				VISITING JUDGE	80103	1136	700.00
				CHECK POOL 671541 TOTAL FOR FUND 101:			1,050.00
09/25/2024	POOL	671545	JON EPPICH	DRUG COURT SECURITY	82248	1136	82.00
09/25/2024	POOL	671560	METCOM INC	COURT FORMS	72700	1136	988.20
09/25/2024	POOL	671565	DENIS LEDUC	VISITING JUDGE	80103	1136	200.00
				VISITING JUDGE	80103	1136	16.28
				VISITING JUDGE	80103	1136	400.00
				VISITING JUDGE	80103	1136	16.28
				VISITING JUDGE	80103	1136	400.00
				VISITING JUDGE	80103	1136	16.28
				VISITING JUDGE	80103	1136	416.28
				CHECK POOL 671565 TOTAL FOR FUND 101:			1,465.12
09/25/2024	POOL	671566	ALBERT M SOPHIEA P.C.	MAGISTRATE/HEARING OFFICER	80103	1136	480.00
				MAGISTRATE/HEARING OFFICER	80103	1136	300.00
				MAGISTRATE/HEARING OFFICER	80103	1136	460.00
				MAGISTRATE/HEARING OFFICER	80103	1136	420.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1136 37TH DISTRICT COURT							
				MAGISTRATE/HEARING OFFICER	80103	1136	300.00
				CHECK POOL 671566 TOTAL FOR FUND 101:			1,960.00
09/25/2024	POOL	671570	TANIA GHANEM	INTERPRETATION SERVICES	80100	1136	175.00
				INTERPRETATION SERVICES	80100	1136	525.00
				INTERPRETATION SERVICES	80100	1136	350.00
				CHECK POOL 671570 TOTAL FOR FUND 101:			1,050.00
09/25/2024	POOL	671576#	IMAGE PRINTING COMPANY INC	COURT FORMS	72700	1136	664.93
				COURT FORMS	72700	1136	696.20
				COURT FORMS	72700	1136	92.00
				CHECK POOL 671576 TOTAL FOR FUND 101:			1,453.13
09/25/2024	POOL	671580	DANIEL G DEVINE	MEN'S COMPLIANCE GROUP	82248	1136	150.00
09/25/2024	POOL	671581	SUMMER TOCCO	WOMEN'S COMPLIANCE GROUP	82248	1136	150.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1136	132.51
				OFFICE SUPPLY	72700	1136	72.24
				OFFICE SUPPLY	72700	1136	43.94
				OFFICE SUPPLY	72700	1136	59.81
				OFFICE SUPPLY	72700	1136	354.58
				OFFICE SUPPLY	72700	1136	45.05
				OFFICE SUPPLY	72700	1136	69.36
				OFFICE SUPPLY	72700	1136	187.20
				OFFICE SUPPLY	72700	1136	41.13
				OFFICE SUPPLY	72700	1136	186.25
				OFFICE SUPPLY	72700	1136	19.04
				OFFICE SUPPLY	72700	1136	46.19
				CHECK POOL 671586 TOTAL FOR FUND 101:			1,257.30
09/25/2024	POOL	671593	PAULA M SAUBER	CONTRACTUAL SERVICES	80100	1136	306.00
				CONTRACTUAL SERVICES	80100	1136	306.00
				CHECK POOL 671593 TOTAL FOR FUND 101:			612.00
09/25/2024	POOL	671629	ZACHARY BARANSKI	JURY DUTY	83500	1136	38.30
09/25/2024	POOL	671630	MICHAEL BIELICKI	JURY DUTY	83500	1136	40.70
09/25/2024	POOL	671631	ROBIN BRUNELL	JURY DUTY	83500	1136	40.70

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1136 37TH DISTRICT COURT							
09/25/2024	POOL	671632	ANDREW COPP	JURY DUTY	83500	1136	40.70
09/25/2024	POOL	671633	COLLEEN DEMARIA	JURY DUTY	83500	1136	38.70
09/25/2024	POOL	671634	DAVID EBERHART	JURY DUTY	83500	1136	15.40
09/25/2024	POOL	671635	KAREN GRESCHAK	JURY DUTY	83500	1136	38.70
09/25/2024	POOL	671636	MICHAEL HENRY	JURY DUTY	83500	1136	39.90
09/25/2024	POOL	671637	MARK JOWERS	JURY DUTY	83500	1136	40.30
09/25/2024	POOL	671638	JAMES KNERR III	JURY DUTY	83500	1136	39.90
09/25/2024	POOL	671639	ELIZABETH LAWRENCE	JURY DUTY	83500	1136	38.70
09/25/2024	POOL	671640	JAQULYN LUKASIK	JURY DUTY	83500	1136	39.50
09/25/2024	POOL	671641	AYSHA MILI	JURY DUTY	83500	1136	39.90
09/25/2024	POOL	671642	ANN NAHAJEWSKI	JURY DUTY	83500	1136	42.30
09/25/2024	POOL	671643	MELANIE OLOW	JURY DUTY	83500	1136	39.90
09/25/2024	POOL	671644	KEVIN PETERS	JURY DUTY	83500	1136	15.60
09/25/2024	POOL	671645	SARAH RAMM	JURY DUTY	83500	1136	41.50
09/25/2024	POOL	671646	LINDA ROTARIUS	JURY DUTY	83500	1136	39.50
09/25/2024	POOL	671647	GLEN SCHWARTZ	JURY DUTY	83500	1136	41.50
09/25/2024	POOL	671648	ROSETTA SMITH	JURY DUTY	83500	1136	40.70
09/25/2024	POOL	671649	MELANIE STOETZER	JURY DUTY	83500	1136	40.30
09/25/2024	POOL	671650	ANDREA TRIBUNE	JURY DUTY	83500	1136	43.90
09/25/2024	POOL	671651	NICK VOYDANOFF	JURY DUTY	83500	1136	39.90
09/25/2024	POOL	671652	RASHAWNDA WILLIAMS	JURY DUTY	83500	1136	41.50
				Total for department 1136:			19,422.61
Department: 1171 MAYOR							
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1171	71.60
				Total for department 1171:			71.60
Department: 1209 ASSESSING							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1209	57.00
09/25/2024	POOL	671489	HALLAHAN & ASSOCIATES PC	TAX APPEAL LEGAL SERVICES	82602	1209	12,914.45

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1209 ASSESSING							
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1209	26.97
				Total for department 1209:			12,998.42
Department: 1210 LEGAL							
09/05/2024	POOL	671304	COMERICA COMML CARD SRVC	E-FILING FEES	82600	1210	231.64
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1210	57.00
09/25/2024	POOL	671339	FEDERAL EXPRESS CORP	SHIPPING SERVICE	80100	1210	36.62
09/25/2024	POOL	671358#	WEST GROUP	BOOKS	95800	1210	880.00
				ONLINE RESEARCH	95800	1210	1,229.01
				CHECK POOL 671358 TOTAL FOR FUND 101:			2,109.01
09/25/2024	POOL	671499*#	APPLIED INNOVATION	PRINTER	72700	1210	947.00
				COPIER MAINTENANCE	80100	1210	35.94
				COPIER MAINTENANCE	80100	1210	148.15
				CHECK POOL 671499 TOTAL FOR FUND 101:			1,131.09
				Total for department 1210:			3,565.36
Department: 1215 CLERK							
09/05/2024	POOL	671307	COMERICA COMML CARD SRVC	BACKGROUND CHECKS	80100	1215	260.00
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1215	57.00
09/25/2024	POOL	671332*#	C & G PUBLISHING INC	LEGAL PUBLICATIONS	90000	1215	996.00
09/25/2024	POOL	671423	ELECTION SYSTEMS & SOFTWARE INC	OPERATING SUPPLY	80600	1215	1,575.00
09/25/2024	POOL	671546	OFFICE EQUIPMENT RESOURCES INC	OFFICE SUPPLIES/REPAIR	80100	1215	70.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1215	12.07
				OFFICE SUPPLY	72700	1215	22.28
				OFFICE SUPPLY	72700	1215	80.94
				ELECTION SUPPLY	80600	1215	823.53
				CHECK POOL 671586 TOTAL FOR FUND 101:			938.82
				Total for department 1215:			3,896.82
Department: 1220 HUMAN RESOURCES							
09/05/2024	POOL	671306	COMERICA COMML CARD SRVC	CRIMINAL BACKGROUND CHECK	80100	1220	152.21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1220 HUMAN RESOURCES							
09/25/2024	POOL	671335*#	OCCUPATIONAL HEALTH CENTERS	MEDICAL SERVICES	82800	1220	219.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	24.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	62.00
				MEDICAL SERVICES	82800	1220	44.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	130.00
				MEDICAL SERVICES	82800	1220	126.00
				MEDICAL SERVICES	82800	1220	194.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	87.00
				MEDICAL SERVICES	82800	1220	194.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	126.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	194.00
				MEDICAL SERVICES	82800	1220	194.00
				MEDICAL SERVICES	82800	1220	219.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	558.00
				MEDICAL SERVICES	82800	1220	558.00
				CHECK POOL 671335 TOTAL FOR FUND 101:			4,201.00
09/25/2024	POOL	671338	FEDERAL EXPRESS CORP	FEDEX SHIPPING	80200	1220	87.00
09/25/2024	POOL	671474	PREFERRED TONER SOLUTIONS	OFFICE SUPPLY	72700	1220	259.80
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	1220	58.33
09/25/2024	POOL	671510	PSYBUS PC	MEDICAL SERVICES	82800	1220	3,650.00
09/25/2024	POOL	671516	SIGNAL SYSTEMS INC	OFFICE SUPPLY	72700	1220	199.95
				OFFICE SUPPLY	72700	1220	52.35
				CHECK POOL 671516 TOTAL FOR FUND 101:			252.30
09/25/2024	POOL	671543	DSI MEDICAL SERVICES INC	DRUG AND ALCOHOL TESTING	80100	1220	117.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1220 HUMAN RESOURCES							
09/25/2024	POOL	671549	GEORGE N ANTHONY	ORAL BOARD EXAMINER	80100	1220	157.50
				ORAL BOARD EXAMINER	80100	1220	18.76
				CHECK POOL 671549 TOTAL FOR FUND 101:			176.26
09/25/2024	POOL	671575*#	ASCENTIS CORPORATION	TIME CLOCK FEES	80100	1220	1,400.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1220	157.68
				Total for department 1220:			10,511.58
Department: 1223 CONTROLLER							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1223	114.00
				Total for department 1223:			114.00
Department: 1237 CITY RETIREMENT							
09/05/2024	POOL	671314#	BLUE CARE NETWORK	HEALTH INSURANCE PREMIUM	71902	1237	56,274.22
09/05/2024	POOL	671315#	BLUE CROSS BLUE SHIELD MI	INSURANCE PREMIUM	71902	1237	136,227.10
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1237	35.32
				TELEPHONE SERVICE	85300	1237	13.16
				CHECK POOL 671326 TOTAL FOR FUND 101:			48.48
09/25/2024	POOL	671623	DENCAP	DENTAL PREMIUMS	71902	1237	1,174.20
				DENTAL PREMIUMS	71902	1237	267.80
				CHECK POOL 671623 TOTAL FOR FUND 101:			1,442.00
09/25/2024	POOL	671624#	DELTA DENTAL OF MICHIGAN	RETIREES DENTAL INSURANCE	71902	1237	7,049.21
				RETIREES DENTAL INSURANCE	71902	1237	2,393.38
				CHECK POOL 671624 TOTAL FOR FUND 101:			9,442.59
				Total for department 1237:			203,434.39
Department: 1238 POLICE & FIRE RETIREMENT							
09/05/2024	POOL	671314#	BLUE CARE NETWORK	HEALTH INSURANCE PREMIUM	71902	1238	83,022.57
09/05/2024	POOL	671315#	BLUE CROSS BLUE SHIELD MI	INSURANCE PREMIUM	71902	1238	152,717.30

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1238 POLICE & FIRE RETIREMENT							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1238	26.49
				TELEPHONE SERVICE	85300	1238	9.87
				CHECK POOL 671326 TOTAL FOR FUND 101:			36.36
09/25/2024	POOL	671625#	DELTA DENTAL OF MICHIGAN	P&F RETIREES DENTAL	71902	1238	1,475.56
				P&F RETIREES DENTAL	71902	1238	38.13
				P&F RETIREES DENTAL	71902	1238	2,452.15
				P&F RETIREES DENTAL	71902	1238	168.10
				P&F RETIREES DENTAL	71902	1238	11,710.72
				CHECK POOL 671625 TOTAL FOR FUND 101:			15,844.66
				Total for department 1238:			251,620.89
Department: 1253 TREASURER							
09/25/2024	POOL	671410	QUADIENT INC	METER RENTAL	80100	1253	180.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	1253	30.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1253	199.09
				OFFICE SUPPLY	72700	1253	182.84
				OFFICE SUPPLY	72700	1253	388.88
				CHECK POOL 671586 TOTAL FOR FUND 101:			770.81
				Total for department 1253:			980.81
Department: 1258 INFORMATION SYSTEMS							
09/25/2024	POOL	671431*#	GOV CONNECTION INC	SOFTWARE RENEWAL	80100	1258	720.54
09/25/2024	POOL	671601	ADVANCED IT PROFESSIONALS LLC	CONTRACTUAL SERVICES	80100	1258	150.00
				Total for department 1258:			870.54
Department: 1265 BUILDING MAINTENANCE							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1265	342.00
09/25/2024	POOL	671334	DETROIT CHEMICAL & PAPER	BUILDING MAINTENANCE	77600	1265	2,001.75
09/25/2024	POOL	671340*#	GRAINGER INC	JANITORIAL SUPPLY	74000	1265	234.87
				MAINTENANCE SUPPLY	77600	1265	118.48
				CHECK POOL 671340 TOTAL FOR FUND 101:			353.35

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1265 BUILDING MAINTENANCE							
09/25/2024	POOL	671370#	ROCKET ENTERPRISE INC	FLAGS	77600	1265	310.25
09/25/2024	POOL	671424	LOWES HOME IMPROVEMENT	MAINTENANCE SUPPLY	77600	1265	62.93
09/25/2024	POOL	671426*#	GREAT LAKES SECURITY HARDWARE	KEYS/CITY HALL	74000	1265	15.00
09/25/2024	POOL	671435	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLY	74000	1265	119.87
09/25/2024	POOL	671564	TK ELEVATOR CORPORATION	ELEVATOR EMERGENCY REPAIRS	80110	1265	736.25
				ELEVATOR EMERGENCY REPAIRS	80110	1265	2,441.98
				CHECK POOL 671564 TOTAL FOR FUND 101:			3,178.23
09/25/2024	POOL	671577	SUPREME SWEEPING SERVICES INC	SWEEPING	80110	1265	450.00
				Total for department 1265:			6,833.38
Department: 1294 ADMIN UNALLOCATED EXPENSE							
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92002	1294	78.44
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1294	41.10
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1294	239.03
				TELEPHONE SERVICE	85300	1294	1,571.60
				TELEPHONE SERVICE	85300	1294	585.66
				CHECK POOL 671326 TOTAL FOR FUND 101:			2,396.29
09/12/2024	POOL	671328	WOW! BUSINESS	INTERNET SERVICES	92002	1294	1,320.99
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92001	1294	49.63
				WATER SERVICE	92001	1294	2.84
				WATER SERVICE	92002	1294	11.19
				WATER SERVICE	92002	1294	23.08
				WATER SERVICE	92002	1294	1,422.82
				CHECK POOL 671355 TOTAL FOR FUND 101:			1,509.56
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92001	1294	7.20
				NATURAL GAS JULY 2024	92002	1294	3,019.19
				CHECK POOL 671368 TOTAL FOR FUND 101:			3,026.39

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1294 ADMIN UNALLOCATED EXPENSE							
09/25/2024	POOL	671528	GLOBAL INTERPRETING SERVICES	INTERPRETING SERVICE	82602	1294	229.66
				INTERPRETING SERVICE	82602	1294	23.13
				CHECK POOL 671528 TOTAL FOR FUND 101:			252.79
09/25/2024	POOL	671534#	THE ASU GROUP	AUG24	91000	1294	122,757.24
09/25/2024	POOL	671538	THE ASU GROUP (SERVICE FEES)	CLAIMS SERVICE FEES	91000	1294	750.00
09/25/2024	POOL	671622	MGT OF AMERICA CONSULTING LLC	CONSULTING SERVICES	82602	1294	5,731.16
				Total for department 1294:			137,863.96
Department: 1301 POLICE DEPARTMENT							
09/05/2024	POOL	671302#	VERIZON WIRELESS	CELLULAR SERVICE	88012	1301	40.01
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92000	1301	154.13
09/12/2024	POOL	671324#	AT&T MOBILITY	CELLULAR SERVICE	85300	1301	11,382.00
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1301	401.62
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1301	1,026.00
09/25/2024	POOL	671343#	MACOMB COUNTY FINANCE	RADIO CHARGES	85300	1301	1,423.62
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1301	22.01
				WATER SERVICE	92000	1301	45.36
				WATER SERVICE	92000	1301	1,002.34
				WATER SERVICE	92000	1301	22.98
				CHECK POOL 671355 TOTAL FOR FUND 101:			1,092.69
09/25/2024	POOL	671364*#	OSCAR W LARSON CO	FUEL TANK MAINTENANCE	93000	1301	500.00
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1301	550.89
09/25/2024	POOL	671374	MICHIGAN ASSOC OF CHIEFS OF POLICE	OPERATING SUPPLY	74000	1301	1,600.00
09/25/2024	POOL	671397	UNITED PARCEL SERVICE	SHIPPING SERVICE	74000	1301	191.68
09/25/2024	POOL	671425	OAKLAND COMMUNITY COLLEGE	TRAINING	82401	1301	200.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1301 POLICE DEPARTMENT							
09/25/2024	POOL	671429*#	ULINE INC	OPERATING SUPPLY	74000	1301	623.36
				OPERATING SUPPLY	74000	1301	337.50
				CHECK POOL 671429 TOTAL FOR FUND 101:			960.86
09/25/2024	POOL	671456	STATE OF MICHIGAN - MSPLA	LIVESCAN SERVICES/FINGERPRINTING	80100	1301	43.25
09/25/2024	POOL	671462*#	JOHNSON CONTROLS INC	HVAC SERVICE	80100	1301	482.00
09/25/2024	POOL	671463	DIGIGRAPHX	PROMOTIONAL SUPPLY	88001	1301	336.00
				PROMOTIONAL SUPPLY	88001	1301	59.00
				PROMOTIONAL SUPPLY	88001	1301	27.00
				PROMOTIONAL SUPPLY	88001	1301	390.00
				PROMOTIONAL SUPPLY	88001	1301	59.00
				PROMOTIONAL SUPPLY	88001	1301	25.00
				PROMOTIONAL SUPPLY	88001	1301	600.00
				PROMOTIONAL SUPPLY	88001	1301	25.00
				PROMOTIONAL SUPPLY	88001	1301	270.00
				CHECK POOL 671463 TOTAL FOR FUND 101:			1,791.00
09/25/2024	POOL	671478	MICHIGAN STATE POLICE	REGISTRATION FEES	80100	1301	240.00
09/25/2024	POOL	671492	PRIORITY DISPATCH CORP	SOFTWARE LICENSE BACKUP	80100	1301	245.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	1301	47.20
				COPIER MAINTENANCE	80100	1301	61.59
				COPIER MAINTENANCE	80100	1301	35.40
				COPIER MAINTENANCE	80100	1301	35.76
				COPIER MAINTENANCE	80100	1301	47.20
				COPIER MAINTENANCE	80100	1301	85.01
				COPIER MAINTENANCE	80100	1301	76.02
				CHECK POOL 671499 TOTAL FOR FUND 101:			388.18
09/25/2024	POOL	671512	CASPER CORPORATION	BUILDING MAINTENANCE	93000	1301	95.00
				BUILDING MAINTENANCE	93000	1301	27.50
				CHECK POOL 671512 TOTAL FOR FUND 101:			122.50
09/25/2024	POOL	671539	POSITIVE CONCEPTS INC	OPERATING SUPPLY	74000	1301	1,135.00
09/25/2024	POOL	671555	LAFORCE INC	BUILDING MAINTENANCE	93000	1301	534.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1301 POLICE DEPARTMENT							
09/25/2024	POOL	671573	SIGNPRO CO INC	OFFICE SUPPLY	72700	1301	52.00
				OFFICE SUPPLY	72700	1301	154.00
				OFFICE SUPPLY	72700	1301	57.75
				OFFICE SUPPLY	72700	1301	25.00
				CHECK POOL 671573 TOTAL FOR FUND 101:			288.75
09/25/2024	POOL	671576#	IMAGE PRINTING COMPANY INC	PRINTING	72700	1301	415.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1301	509.86
				OFFICE SUPPLY	72700	1301	12.59
				OFFICE SUPPLY	72700	1301	38.46
				OFFICE SUPPLY	72700	1301	22.36
				OFFICE SUPPLY	72700	1301	112.88
				CHECK POOL 671586 TOTAL FOR FUND 101:			696.15
09/25/2024	POOL	671590	VARIETY FOODSERVICES INC	PRISONER FOOD	81200	1301	315.36
09/25/2024	POOL	671613	TRACIE DUNCAN	TRAVEL EXPENSE	82401	1301	312.49
				Total for department 1301:			26,532.18
Department: 1311 CRIME COMMISSION							
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1311	16.52
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1311	9.27
				Total for department 1311:			25.79
Department: 1336 FIRE DEPARTMENT							
09/05/2024	POOL	671298*#	DTE ENERGY	ELECTRIC SERVICE	92000	1336	795.54
09/05/2024	POOL	671302#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1336	200.76
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92000	1336	1,153.66
09/12/2024	POOL	671324#	AT&T MOBILITY	MOBILE DEVICES/PLANS FOR FIRE	85300	1336	1,461.32
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1336	1,258.56
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1336	174.12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1336 FIRE DEPARTMENT							
				TELEPHONE SERVICE	85300	1336	211.22
				TELEPHONE SERVICE	85300	1336	168.24
				TELEPHONE SERVICE	85300	1336	211.22
				TELEPHONE SERVICE	85300	1336	248.80
				TELEPHONE SERVICE	85300	1336	207.47
				CHECK POOL 671326 TOTAL FOR FUND 101:			1,221.07
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1336	627.00
09/25/2024	POOL	671340*#	GRAINGER INC	OPERATING SUPPLY	74000	1336	36.72
				OPERATING SUPPLY	74000	1336	156.72
				OPERATING SUPPLY	74000	1336	170.87
				OPERATING SUPPLY	74000	1336	104.64
				OPERATING SUPPLY	74000	1336	31.04
				OPERATING SUPPLY	74000	1336	122.69
				OPERATING SUPPLY	74000	1336	1,303.36
				OPERATING SUPPLY	74000	1336	233.15
				OPERATING SUPPLY	74000	1336	128.61
				OPERATING SUPPLY	74000	1336	544.92
				OPERATING SUPPLY	74000	1336	100.40
				OPERATING SUPPLY	74000	1336	95.78
				OPERATING SUPPLY	74000	1336	78.50
				OPERATING SUPPLY	74000	1336	16.12
				OPERATING SUPPLY	74000	1336	301.66
				OPERATING SUPPLY	74000	1336	25.92
				OPERATING SUPPLY	74000	1336	106.20
				OPERATING SUPPLY	74000	1336	291.09
				OPERATING SUPPLY	74000	1336	13.90
				OPERATING SUPPLY	74000	1336	69.88
				CHECK POOL 671340 TOTAL FOR FUND 101:			3,932.17
09/25/2024	POOL	671343#	MACOMB COUNTY FINANCE	RADIO CHARGES AUG24	85300	1336	1,172.92
				RADIO CHARGES	85300	1336	1,235.06
				CHECK POOL 671343 TOTAL FOR FUND 101:			2,407.98
09/25/2024	POOL	671353	STATE CHEMICAL SOLUTIONS	JANITORIAL SUPPLY	74000	1336	304.01
				JANITORIAL SUPPLY	74000	1336	299.62
				CHECK POOL 671353 TOTAL FOR FUND 101:			603.63

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1336 FIRE DEPARTMENT							
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1336	330.25
				WATER SERVICE	92000	1336	252.73
				WATER SERVICE	92000	1336	22.98
				WATER SERVICE	92000	1336	31.59
				WATER SERVICE	92000	1336	192.41
				WATER SERVICE	92000	1336	343.23
				WATER SERVICE	92000	1336	22.98
				WATER SERVICE	92000	1336	242.68
				WATER SERVICE	92000	1336	252.73
				CHECK POOL 671355 TOTAL FOR FUND 101:			1,691.58
09/25/2024	POOL	671365	MICHIGAN ASSOCIATION OF FIRE	ANNUAL MEMBERSHIP	95800	1336	85.00
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1336	791.15
09/25/2024	POOL	671369	MICHIGAN STATE FIREMEN'S	TRAINING MATERIALS	82401	1336	1,754.32
				TRAINING MATERIALS	82401	1336	13.01
				CHECK POOL 671369 TOTAL FOR FUND 101:			1,767.33
09/25/2024	POOL	671373	MR GAS INC	APPLIANCE REPAIRS AT FIRE STATIONS	93000	1336	418.00
09/25/2024	POOL	671462*#	JOHNSON CONTROLS INC	HVAC SERVICES	93000	1336	3,402.00
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	MOWING/FERTILIZATION	80100	1336	1,380.00
				MOWING/FERTILIZATION	80100	1336	1,530.00
				CHECK POOL 671464 TOTAL FOR FUND 101:			2,910.00
09/25/2024	POOL	671466	ALERT ALL CORP	FIRE PREVENTION MATERIALS	80101	1336	2,040.00
				FIRE PREVENTION MATERIALS	80101	1336	1,950.00
				CHECK POOL 671466 TOTAL FOR FUND 101:			3,990.00
09/25/2024	POOL	671467	FIRE SERVICE MANAGEMENT	FIRE GEAR CLEANING/REPAIRS	80100	1336	219.00
09/25/2024	POOL	671469*#	RKA PETROLEUM COMPANIES	DIESEL EXHAUST FLUID	75100	1336	184.81
09/25/2024	POOL	671480	APPLE INC	COMPUTER EQUIPMENT	74000	1336	1,499.00
09/25/2024	POOL	671490	JEFFREY MIDDLETON	REIMBURSEMENT	82401	1336	200.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1336 FIRE DEPARTMENT							
				REIMBURSEMENT	95800	1336	100.00
				CHECK POOL 671490 TOTAL FOR FUND 101:			300.00
09/25/2024	POOL	671495	STEPHEN SELL	REIMBURSEMENT	74000	1336	25.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	74000	1336	59.00
				COPIER MAINTENANCE	74000	1336	23.60
				CHECK POOL 671499 TOTAL FOR FUND 101:			82.60
09/25/2024	POOL	671501	MICHAEL OWCZAREK	REIMBURSEMENT	95800	1336	103.00
09/25/2024	POOL	671508	MAJIK GRAPHICS INC	VEHICLE GRAPHICS	74000	1336	3,920.00
09/25/2024	POOL	671514	SAFEWARE INC	GAS IDENTIFICATION MONITOR	97400	1336	66,065.00
09/25/2024	POOL	671517	MITCHELL DECOOK	REIMBURSEMENT	74000	1336	25.00
09/25/2024	POOL	671519	MATTHEW WIERMAN	REIMBURSEMENT	74000	1336	25.00
09/25/2024	POOL	671522	CHRISTOPHER LIPKA	REIMBURSEMENT	82401	1336	150.00
09/25/2024	POOL	671553*#	PRIORITY WASTE LLC	TRASH REMOVAL	93000	1336	33.44
				TRASH REMOVAL	93000	1336	66.88
				TRASH REMOVAL	93000	1336	33.44
				TRASH REMOVAL	93000	1336	33.44
				TRASH REMOVAL	93000	1336	33.44
				TRASH REMOVAL	93000	1336	33.44
				CHECK POOL 671553 TOTAL FOR FUND 101:			234.08
09/25/2024	POOL	671557*#	AMERICAN PEST CONTROL INC	PEST CONTROL SERVICES	80100	1336	33.00
				PEST CONTROL SERVICES	80100	1336	28.00
				PEST CONTROL SERVICES	80100	1336	28.00
				PEST CONTROL SERVICES	80100	1336	28.00
				PEST CONTROL SERVICES	80100	1336	28.00
				PEST CONTROL SERVICES	80100	1336	28.00
				PEST CONTROL SERVICES	80100	1336	28.00
				CHECK POOL 671557 TOTAL FOR FUND 101:			201.00
09/25/2024	POOL	671574	AMERICAN HEART ASSOCIATION INC	TRAINING PLATFORM	82401	1336	6,468.00
09/25/2024	POOL	671578	JAKAB BONNER	REIMBURSEMENT	74000	1336	25.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	74000	1336	17.58

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1336 FIRE DEPARTMENT							
				OFFICE SUPPLY	74000	1336	39.88
				CHECK POOL 671586 TOTAL FOR FUND 101:			57.46
09/25/2024	POOL	671608#	AIRGAS USA LLC	OXYGEN TANK REFILLS	72701	1336	337.98
				OXYGEN TANK REFILLS	72701	1336	578.31
				CHECK POOL 671608 TOTAL FOR FUND 101:			916.29
09/25/2024	POOL	671610	MACQUEEN	MISC PARTS/EQUIPMENT	74000	1336	6,693.60
				MISC PARTS/EQUIPMENT	74000	1336	1,020.26
				MISC PARTS/EQUIPMENT	74000	1336	536.78
				JAWS OF LIFE	97400	1336	122,688.54
				CHECK POOL 671610 TOTAL FOR FUND 101:			130,939.18
09/25/2024	POOL	671620	FIRE SMART PROMOTIONS	FIRE PREVENTION MATERIALS	80101	1336	1,472.50
09/25/2024	POOL	671710	MOTOROLA SOLUTIONS INC	RADIO PARTS/ACCESSORIES	85300	1336	27.54
				HANDHELD PORTABLE RADIOS	98401	1336	19,194.00
				HANDHELD PORTABLE RADIOS	98401	1336	35,923.50
				HANDHELD PORTABLE RADIOS	98401	1336	4,035.04
				HANDHELD PORTABLE RADIOS	98401	1336	198.00
				HANDHELD PORTABLE RADIOS	98401	1336	0.50
				HANDHELD PORTABLE RADIOS	98401	1336	533.50
				CHECK POOL 671710 TOTAL FOR FUND 101:			59,912.08
09/25/2024	POOL	671711	STRYKER SALES CORPORATION	EMS EQUIPMENT	72701	1336	1,181.05
				EMS EQUIPMENT	72701	1336	47.24
				CHECK POOL 671711 TOTAL FOR FUND 101:			1,228.29
				Total for department 1336:			302,769.04
Department: 1371 BUILDING INSPECTIONS							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1371	100.47
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1371	57.00
09/25/2024	POOL	671413	COLONIAL TITLE	TITLE SEARCHES	80141	1371	85.00
				TITLE SEARCHES	80141	1371	85.00
				CHECK POOL 671413 TOTAL FOR FUND 101:			170.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1371 BUILDING INSPECTIONS							
09/25/2024	POOL	671439	INTERNATIONAL CODE OF COUNCIL	CODE BOOKS	72700	1371	310.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1371	186.02
				OFFICE SUPPLY	72700	1371	13.09
				OFFICE SUPPLY	72700	1371	213.63
				CHECK POOL 671586 TOTAL FOR FUND 101:			412.74
				Total for department 1371:			1,050.21
Department: 1400 PLANNING							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1400	57.00
09/25/2024	POOL	671332*#	C & G PUBLISHING INC	ADVERTISEMENT	90000	1400	327.00
09/25/2024	POOL	671481	CLAUDETTE ROBINSON	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671496	WARREN G SMITH JR	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	72700	1400	221.71
09/25/2024	POOL	671554	SULTANA CHOWDHURY	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671569	MERLE BONIECKI	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1400	26.67
				OFFICE SUPPLY	72700	1400	17.09
				OFFICE SUPPLY	72700	1400	16.34
				CHECK POOL 671586 TOTAL FOR FUND 101:			60.10
09/25/2024	POOL	671587	DELWAR HUSSAIN ANSAR	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671616	ANDREY DUZYJ	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671617	MICHAEL HOLOWATY	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671618	SYED HOQUE	PLANNING COMMISSION	72500	1400	75.00
				Total for department 1400:			1,265.81
Department: 1421 PUBLIC SERVICES DIRECTOR							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1421	72.04
				Total for department 1421:			72.04
Department: 1422 PROPERTY MAINTENANCE							

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1422 PROPERTY MAINTENANCE							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1422	226.68
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1422	114.00
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1422	12.63
				WATER SERVICE	92000	1422	68.92
				CHECK POOL 671355 TOTAL FOR FUND 101:			81.55
09/25/2024	POOL	671358#	WEST GROUP	CLEAR ONLINE SERACH SERVICES	74000	1422	498.96
09/25/2024	POOL	671460	HELLEBUYCKS POWER EQUIP	BLIGHT SUPPLIES	74000	1422	41.35
				BLIGHT SUPPLIES	74000	1422	160.58
				CHECK POOL 671460 TOTAL FOR FUND 101:			201.93
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	WEEDBOOK	80107	1422	3,571.93
				WEEDBOOK	80107	1422	2,531.30
				WEEDBOOK	80107	1422	2,559.43
				RODENT BAITING SERVICE	80108	1422	1,020.00
				RODENT BAITING SERVICE	80108	1422	3,150.00
				RODENT BAITING SERVICE	80108	1422	1,500.00
				RODENT BAITING SERVICE	80108	1422	1,980.00
				CHECK POOL 671464 TOTAL FOR FUND 101:			16,312.66
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	72700	1422	221.71
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1422	25.18
				Total for department 1422:			17,682.67
Department: 1426 CIVIL DEFENSE							
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92000	1426	145.60
				Total for department 1426:			145.60
Department: 1430 ANIMAL CONTROL							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1430	57.00
09/25/2024	POOL	671470	ROGER ANTHONY DESMET	ANIMAL DISPOSALS	80500	1430	1,250.00
09/25/2024	POOL	671559	ANIMAL HOUSE PET SERVICES	ANIMAL SHELTER SERVICES	80500	1430	7,354.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1430 ANIMAL CONTROL							
09/25/2024	POOL	671585	HUMANE SOCIETY OF MACOMB	ANIMAL SHELTER SERVICES	80500	1430	40.00
				Total for department 1430:			8,701.00
Department: 1441 STREET MAINTENANCE DIV							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1441	285.00
				Total for department 1441:			285.00
Department: 1442 D P W GARAGE							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1442	28.57
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1442	253.60
09/25/2024	POOL	671335*#	OCCUPATIONAL HEALTH CENTERS	MEDICAL SERVICE	74000	1442	134.00
				MEDICAL SERVICE	74000	1442	134.00
				CHECK POOL 671335 TOTAL FOR FUND 101:			268.00
09/25/2024	POOL	671336	JACK DOHENY SUPPLIES INC	VEHICLE MAINTENANCE	86300	1442	212.71
09/25/2024	POOL	671340*#	GRAINGER INC	VEHICLE MAINTENANCE	86300	1442	24.16
				VEHICLE MAINTENANCE	86300	1442	233.71
				CHECK POOL 671340 TOTAL FOR FUND 101:			257.87
09/25/2024	POOL	671341	HAMILTON CHEVROLET INC	VEHICLE MAINTENANCE	86300	1442	53.47
				VEHICLE MAINTENANCE	86300	1442	2,373.06
				VEHICLE MAINTENANCE	86300	1442	411.91
				VEHICLE MAINTENANCE	86300	1442	1,217.76
				VEHICLE MAINTENANCE	86300	1442	174.60
				VEHICLE MAINTENANCE	86300	1442	204.51
				VEHICLE MAINTENANCE	86300	1442	233.30
				VEHICLE MAINTENANCE	86300	1442	174.60
				VEHICLE MAINTENANCE	86300	1442	9.80
				VEHICLE MAINTENANCE	86300	1442	20.62
				VEHICLE MAINTENANCE	86300	1442	2,588.77
				VEHICLE MAINTENANCE	86300	1442	374.09
				CREDIT MEMO	86300	1442	(174.60)
				CHECK POOL 671341 TOTAL FOR FUND 101:			7,661.89
09/25/2024	POOL	671348	REGAL TIRE CO	VEHICLE MAINTENANCE	86300	1442	125.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1442 D P W GARAGE							
09/25/2024	POOL	671354	TERMINAL SUPPLY CO	VEHICLE MAINTENANCE	86300	1442	588.28
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1442	22.98
				WATER SERVICE	92000	1442	172.30
				WATER SERVICE	92000	1442	22.98
				WATER SERVICE	92000	1442	668.89
				WATER SERVICE	92000	1442	675.03
				CHECK POOL 671355 TOTAL FOR FUND 101:			1,562.18
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1442	223.76
09/25/2024	POOL	671371	SERVICE TOWING INC	VEHICLE MAINTENANCE	86300	1442	305.00
				VEHICLE MAINTENANCE	86300	1442	105.00
				CHECK POOL 671371 TOTAL FOR FUND 101:			410.00
09/25/2024	POOL	671375	CANFIELD EQUIP SVC INC	VEHICLE MAINTENANCE	86300	1442	1,100.00
09/25/2024	POOL	671384	GOODYEAR TIRE & RUBBER CO	VEHICLE MAINTENANCE	86300	1442	832.00
				VEHICLE MAINTENANCE	86300	1442	434.55
				CHECK POOL 671384 TOTAL FOR FUND 101:			1,266.55
09/25/2024	POOL	671386	TRACTION HEAVY DUTY PARTS	VEHICLE MAINTENANCE	86300	1442	51.73
09/25/2024	POOL	671402	COMMERCIAL JANITORIAL	JANITORIAL SUPPLY	74000	1442	854.92
09/25/2024	POOL	671405	APOLLO FIRE APPARATUS SALES &	VEHICLE MAINTENANCE	86300	1442	126.47
				VEHICLE MAINTENANCE	86300	1442	728.27
				CHECK POOL 671405 TOTAL FOR FUND 101:			854.74
09/25/2024	POOL	671406	ALL SEASONS OUTDOOR EQUIP	EQUIPMENT MAINTENANCE	86300	1442	134.09
09/25/2024	POOL	671408	DEPENDABLE WHOLESALE INC	VEHICLE MAINTENANCE	86300	1442	802.74
				VEHICLE MAINTENANCE	86300	1442	5.00
				VEHICLE MAINTENANCE	86300	1442	695.00
				VEHICLE MAINTENANCE	86300	1442	33.50
				VEHICLE MAINTENANCE	86300	1442	1,240.00
				VEHICLE MAINTENANCE	86300	1442	758.20
				VEHICLE MAINTENANCE	86300	1442	1,605.48
				VEHICLE MAINTENANCE	86300	1442	269.00
				VEHICLE MAINTENANCE	86300	1442	3,271.25

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1442 D P W GARAGE							
				VEHICLE MAINTENANCE	86300	1442	975.60
				CHECK POOL 671408 TOTAL FOR FUND 101:			9,655.77
09/25/2024	POOL	671429*#	ULINE INC	MISC. SUPPLIES	74000	1442	1,410.36
09/25/2024	POOL	671433	OWEN TREE SERVICE INC	TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE/STUMP REMOVAL	81400	1442	6,560.00
				TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	3,280.00
				TREE MAINTENANCE	81400	1442	3,280.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE PRUNING	81400	1442	990.30
				TREE PRUNING	81400	1442	3,433.04
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	8,200.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	5,040.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	3,280.00
				CHECK POOL 671433 TOTAL FOR FUND 101:			57,023.34
09/25/2024	POOL	671434	WOLVERINE FREIGHTLINER EASTSIDE	VEHICLE MAINTENANCE	86300	1442	290.19
				VEHICLE MAINTENANCE	86300	1442	14.69
				CHECK POOL 671434 TOTAL FOR FUND 101:			304.88
09/25/2024	POOL	671459	EMERGENCY VEHICLES PLUS	VEHICLE MAINTENANCE	86300	1442	271.05
				VEHICLE MAINTENANCE	86300	1442	808.30
				VEHICLE MAINTENANCE	86300	1442	381.61
				VEHICLE MAINTENANCE	86300	1442	273.71
				VEHICLE MAINTENANCE	86300	1442	369.52
				VEHICLE MAINTENANCE	86300	1442	827.69

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1442 D P W GARAGE							
				VEHICLE MAINTENANCE	86300	1442	893.70
				VEHICLE MAINTENANCE	86300	1442	358.21
				CHECK POOL 671459 TOTAL FOR FUND 101:			4,183.79
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	MOWING & FERTILIZATION	80100	1442	330.00
				MOWING & FERTILIZATION	80100	1442	264.00
				CHECK POOL 671464 TOTAL FOR FUND 101:			594.00
09/25/2024	POOL	671494	FREDRICKSON SUPPLY LLC	VEHICLE MAINTENANCE	86300	1442	354.19
09/25/2024	POOL	671497	GENUINE PARTS COMPANY	VEHICLE MAINTENANCE	86300	1442	10.17
				VEHICLE MAINTENANCE	86300	1442	129.18
				VEHICLE MAINTENANCE	86300	1442	133.64
				VEHICLE MAINTENANCE	86300	1442	285.52
				VEHICLE MAINTENANCE	86300	1442	7.70
				VEHICLE MAINTENANCE	86300	1442	529.91
				VEHICLE MAINTENANCE	86300	1442	31.78
				VEHICLE MAINTENANCE	86300	1442	40.42
				VEHICLE MAINTENANCE	86300	1442	27.91
				VEHICLE MAINTENANCE	86300	1442	299.10
				VEHICLE MAINTENANCE	86300	1442	65.19
				VEHICLE MAINTENANCE	86300	1442	41.30
				VEHICLE MAINTENANCE	86300	1442	25.01
				VEHICLE MAINTENANCE	86300	1442	45.31
				VEHICLE MAINTENANCE	86300	1442	40.76
				VEHICLE MAINTENANCE	86300	1442	12.56
				VEHICLE MAINTENANCE	86300	1442	11.88
				VEHICLE MAINTENANCE	86300	1442	45.89
				VEHICLE MAINTENANCE	86300	1442	136.24
				VEHICLE MAINTENANCE	86300	1442	11.19
				VEHICLE MAINTENANCE	86300	1442	89.38
				VEHICLE MAINTENANCE	86300	1442	520.10
				VEHICLE MAINTENANCE	86300	1442	3.11
				VEHICLE MAINTENANCE	86300	1442	6.07
				VEHICLE MAINTENANCE	86300	1442	46.70
				VEHICLE MAINTENANCE	86300	1442	77.04
				CHECK POOL 671497 TOTAL FOR FUND 101:			2,673.06
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	74000	1442	17.70
09/25/2024	POOL	671500	MTECH COMPANY	VEHICLE MAINTENANCE	86300	1442	936.47

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1442 D P W GARAGE							
09/25/2024	POOL	671509	PAMAR ENTERPRISES INC	EMERGENCY REPAIRS	80100	1442	31,036.96
09/25/2024	POOL	671525	M & K HOLDING COMPANY	VEHICLE MAINTENANCE	86300	1442	79.13
				VEHICLE MAINTENANCE	86300	1442	503.83
				VEHICLE MAINTENANCE	86300	1442	174.58
				VEHICLE MAINTENANCE	86300	1442	50.56
				VEHICLE MAINTENANCE	86300	1442	98.32
				VEHICLE MAINTENANCE	86300	1442	44.10
				CHECK POOL 671525 TOTAL FOR FUND 101:			950.52
09/25/2024	POOL	671526*#	SUPERIOR EXCAVATING INC	STORM SEWER REPAIRS	80100	1442	145,935.29
				EMERGENCY REPAIRS	80100	1442	30,505.00
				CHECK POOL 671526 TOTAL FOR FUND 101:			176,440.29
09/25/2024	POOL	671530	EXTREME TOOLING LLC	OPERATING SUPPLY	86300	1442	780.00
09/25/2024	POOL	671540	NATHAN MOEHLIG	REIMBURSEMENT	74000	1442	404.00
09/25/2024	POOL	671557*#	AMERICAN PEST CONTROL INC	PEST CONTROL SERVICES	80100	1442	28.00
09/25/2024	POOL	671568	SHELBY GENERATOR INC	VEHICLE MAINTENANCE	86300	1442	1,632.00
09/25/2024	POOL	671572	EAGLES TOOLS DISTRIBUTION LLC	OPERATING TOOLS/SUPPLY	74000	1442	374.00
09/25/2024	POOL	671582	AUTO & TRUCK ACCESSORIES	VEHICLE MAINTENANCE	86300	1442	329.00
09/25/2024	POOL	671583	LIMB WALKERS TREE & SNOW	TREE MAINTENANCE	81400	1442	2,755.00
09/25/2024	POOL	671589	VERIZON CONNECT FLEET USA LLC	ASSET MANAGEMENT	80100	1442	9,444.92
09/25/2024	POOL	671595	ROWLEYS WHOLESALE	OIL & LUBRICANTS	75100	1442	270.35
				OIL & LUBRICANTS	75100	1442	1,337.00
				OIL & LUBRICANTS	75100	1442	2,508.75
				OIL & LUBRICANTS	75100	1442	672.87
				CHECK POOL 671595 TOTAL FOR FUND 101:			4,788.97
09/25/2024	POOL	671597	FRIENDLY CHRYSLER JEEP	VEHICLE MAINTENANCE	86300	1442	1,703.60
				VEHICLE MAINTENANCE	86300	1442	926.40
				CHECK POOL 671597 TOTAL FOR FUND 101:			2,630.00
09/25/2024	POOL	671608#	AIRGAS USA LLC	OPERATING SUPPLY	74000	1442	297.78

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1442 D P W GARAGE							
09/25/2024	POOL	671609	GAPVAX INC	VEHICLE MAINTENANCE	86300	1442	141.59
09/25/2024	POOL	671619	WENSCO SIGN SUPPLY	OPERATING SUPPLIES	74000	1442	138.00
				OPERATING SUPPLIES	74000	1442	684.29
				CHECK POOL 671619 TOTAL FOR FUND 101:			822.29
09/25/2024	POOL	671709	DALES LANDSCAPING SUPPLY	LANDSCAPING SUPPLY	74000	1442	66.50
09/25/2024	POOL	671712	CREST FORD INC	VEHICLE MAINTENANCE	86300	1442	803.30
				VEHICLE MAINTENANCE	86300	1442	156.20
				VEHICLE MAINTENANCE	86300	1442	7.52
				VEHICLE MAINTENANCE	86300	1442	185.60
				VEHICLE MAINTENANCE	86300	1442	193.12
				CHECK POOL 671712 TOTAL FOR FUND 101:			1,345.74
				Total for department 1442:			327,275.01
Department: 1447 ENGINEERING & INSPECTIONS							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1447	163.79
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1447	114.00
09/25/2024	POOL	671421*#	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	80100	1447	1,453.82
				ENGINEERING SERVICES	80119	1447	1,446.60
				CHECK POOL 671421 TOTAL FOR FUND 101:			2,900.42
				Total for department 1447:			3,178.21
Department: 1448 HIGHWAY STREET LIGHTING							
09/05/2024	POOL	671299	DTE ENERGY	STREET LIGHTING	92600	1448	39.88
				Total for department 1448:			39.88
Department: 1793 BEAUTIFICATION							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1793	3.88
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1793	12.76
				WATER SERVICE	92000	1793	12.76
				CHECK POOL 671355 TOTAL FOR FUND 101:			25.52

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1793 BEAUTIFICATION							
09/25/2024	POOL	671611	FERT-SCAPE INC	LANDSCAPING SERVICE	80100	1793	550.00
				LANDSCAPING SERVICE	80100	1793	350.00
				CHECK POOL 671611 TOTAL FOR FUND 101:			900.00
				Total for department 1793:			929.40
Department: 1794 CULTURAL COMMISSION							
09/25/2024	POOL	671461	JOHN MILLER	PERFORMANCE	96110	1794	500.00
09/25/2024	POOL	671471	IGNITED LIGHT AND SOUND	EVENT SUPPLY	80140	1794	3,500.00
				EVENT SUPPLY	80140	1794	400.00
				EVENT SUPPLY	80140	1794	3,500.00
				CHECK POOL 671471 TOTAL FOR FUND 101:			7,400.00
				Total for department 1794:			7,900.00
Department: 1795 HISTORICAL COMMISSION							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1795	3.88
				Total for department 1795:			3.88
Department: 1796 VILLAGE HISTORICAL COMM							
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1796	10.24
				WATER SERVICE	92000	1796	16.51
				CHECK POOL 671355 TOTAL FOR FUND 101:			26.75
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1796	9.26
09/25/2024	POOL	671370#	ROCKET ENTERPRISE INC	FLAG SERVICE	80100	1796	285.00
				Total for department 1796:			321.01
				Total for fund 101 GENERAL FUND			1,463,603.64

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MTF ACT 51 MAJOR OPERATNG							
Department: 0000							
09/25/2024	POOL	671437*#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	21000	0000	(18,815.60)
				PAVEMENT RECONSTRUCTION	21001	0000	(1,881.56)
				PAVEMENT RECONSTRUCTION	21140	0000	18,815.60
				CHECK POOL 671437 TOTAL FOR FUND 202:			(1,881.56)
				Total for department 0000:			(1,881.56)
Department: 2451 CONSTRUCTION							
09/25/2024	POOL	671421*#	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	97400	2451	4,622.80
				ENGINEERING SERVICES	97400	2451	35,762.73
				ENGINEERING SERVICES	97400	2451	34,721.57
				ENGINEERING SERVICES	97400	2451	43,401.96
				CHECK POOL 671421 TOTAL FOR FUND 202:			118,509.06
09/25/2024	POOL	671437*#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	97400	2451	18,815.60
				Total for department 2451:			137,324.66
Department: 2463 ROUTINE MAINTENANCE							
09/25/2024	POOL	671453*#	JH HART URBAN FORESTRY	BRANCH/LOG DISPOSAL	80100	2463	1,155.00
09/25/2024	POOL	671562*#	SMART PLANET SOFTWARE	SNOW PATHS MONITORING	80100	2463	8.75
				Total for department 2463:			1,163.75
Department: 2474 TRAFFIC SERVICES							
09/25/2024	POOL	671419*#	ANDERSON ECKSTEIN & WESTRICK	ENGINEERING SERVICES	80120	2474	2,850.00
				Total for department 2474:			2,850.00
Department: 2484 TRANSFERS TO							
09/25/2024	POOL	671511*#	HUNTINGTON NATIONAL BANK	AGENCY FEE	96657	2484	500.00
				Total for department 2484:			500.00
				Total for fund 202 MTF ACT 51 MAJOR OPERATNG			139,956.85

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 MTF ACT 51 LOCAL OPERATNG							
Department: 3463 ROUTINE MAINTENANCE							
09/25/2024	POOL	671453*#	JH HART URBAN FORESTRY	BRANCH/LOG DISPOSAL	80100	3463	1,155.00
09/25/2024	POOL	671562*#	SMART PLANET SOFTWARE	SNOW PATHS MONITORING	80100	3463	26.25
				Total for department 3463:			1,181.25
				Total for fund 203 MTF ACT 51 LOCAL OPERATNG			1,181.25

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 204 2011 LOCAL STREET R&M							
Department: 0000							
09/05/2024	POOL	671301#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	21000	0000	(35,385.89)
				PAVEMENT RECONSTRUCTION	21001	0000	1,000.00
				PAVEMENT RECONSTRUCTION	21126	0000	35,385.89
				CHECK POOL 671301 TOTAL FOR FUND 204:			1,000.00
				Total for department 0000:			1,000.00
Department: 9204 2011 LOCAL ST REPAIR EXP							
09/05/2024	POOL	671301#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	97400	9204	35,385.89
09/25/2024	POOL	671419*#	ANDERSON ECKSTEIN & WESTRICK	ENGINEERING SERVICES	97400	9204	8,300.64
				ENGINEERING SERVICES	97400	9204	4,150.32
				ENGINEERING SERVICES	97400	9204	13,007.05
				ENGINEERING SERVICES	97400	9204	6,503.53
				ENGINEERING SERVICES	97400	9204	8,270.37
				CHECK POOL 671419 TOTAL FOR FUND 204:			40,231.91
				Total for department 9204:			75,617.80
				Total for fund 204 2011 LOCAL STREET R&M			76,617.80

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 RECREATION SPEC REVENUE							
Department: 0000							
09/25/2024	POOL	671469*#	RKA PETROLEUM COMPANIES	GASOLINE	10700	0000	863.06
				GASOLINE	10700	0000	539.30
				CHECK POOL 671469 TOTAL FOR FUND 208:			1,402.36
				Total for department 0000:			1,402.36
Department: 9208 RECREATION EXPENDITURES							
09/05/2024	POOL	671298*#	DTE ENERGY	ELECTRIC SERVICE	92000	9208	1,174.76
09/05/2024	POOL	671300	AT&T	MONTHLY PHONE SERVICE	85300	9208	51.42
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	9208	41.10
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9208	8.83
				TELEPHONE SERVICE	85300	9208	250.70
				TELEPHONE SERVICE	85300	9208	234.80
				TELEPHONE SERVICE	85300	9208	249.05
				TELEPHONE SERVICE	85300	9208	3.29
				TELEPHONE SERVICE	85300	9208	150.00
				TELEPHONE SERVICE	85300	9208	124.30
				CHECK POOL 671326 TOTAL FOR FUND 208:			1,020.97
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9208	57.00
09/25/2024	POOL	671332*#	C & G PUBLISHING INC	ADVERTISEMENT	88011	9208	1,227.00
09/25/2024	POOL	671340*#	GRAINGER INC	MAINTENANCE SUPPLY	77600	9208	27.56
				MAINTENANCE SUPPLY	77600	9208	38.86
				MAINTENANCE SUPPLY	77600	9208	49.79
				CHECK POOL 671340 TOTAL FOR FUND 208:			116.21
09/25/2024	POOL	671351	SHERWIN-WILLIAMS	PAINTING SUPPLY	76000	9208	742.17
				PAINTING SUPPLY	76000	9208	35.49
				CHECK POOL 671351 TOTAL FOR FUND 208:			777.66
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	172.30

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 RECREATION SPEC REVENUE							
Department: 9208 RECREATION EXPENDITURES							
				WATER SERVICE	92000	9208	31.59
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	1,895.55
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	341.88
				WATER SERVICE	92000	9208	2,474.83
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	378.96
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	12.76
				CHECK POOL 671355 TOTAL FOR FUND 208:			7,591.02
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9208	3,966.45
09/25/2024	POOL	671378	ASCAP	MUSIC LICENSING FEE	80100	9208	1,770.00
09/25/2024	POOL	671403	MICHAEL KNOLL	OFFICIAL	70713	9208	250.00
09/25/2024	POOL	671412	GORDON FOOD SERVICE INC	EVENT SUPPLIES	96126	9208	106.10
09/25/2024	POOL	671418	CREATIVE AWARDS	SPORTS APPAREL/AWARDS	76000	9208	97.58
09/25/2024	POOL	671441	MATTHEW FECHT	OFFICIAL	70713	9208	450.00
09/25/2024	POOL	671448	A & F WATER HEATER & SPA SERVICE	EQUIPMENT MAINTENANCE	93000	9208	798.00
				EQUIPMENT MAINTENANCE	93000	9208	480.00
				CHECK POOL 671448 TOTAL FOR FUND 208:			1,278.00
09/25/2024	POOL	671451	EGI SOLUTIONS	PROMOTIONAL SUPPLY	88011	9208	755.00
09/25/2024	POOL	671455*#	ELITE TRAUMA CLEAN UP INC	MEDICAL WASTE REMOVAL SERVICE	80100	9208	65.00
09/25/2024	POOL	671462*#	JOHNSON CONTROLS INC	HVAC SERVICE	80100	9208	2,236.24

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 RECREATION SPEC REVENUE							
Department: 9208 RECREATION EXPENDITURES							
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	LAWN SERVICE	80100	9208	49,837.00
09/25/2024	POOL	671487	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLY	93000	9208	165.60
09/25/2024	POOL	671493*#	GREAT LAKES GRAPHICS INC	PRINTING/WATER BILL INSERT	88011	9208	503.63
09/25/2024	POOL	671527	PROGRESSIVE PLUMBING SUPPLY	PLUMBING SUPPLY	77600	9208	70.45
09/25/2024	POOL	671533	BARUZZINI CONTRACTING LLC	POOL/SPA REPAIR	80100	9208	2,054.74
09/25/2024	POOL	671544	BROADCAST SELECTIONS & SALES INC	ADS/PROMOTIONS/BIRTHDAY BASH	88011	9208	4,990.00
09/25/2024	POOL	671550	FITNESS THINGS INC	RECREATION SUPPLY	98411	9208	185.00
				Total for department 9208:			80,837.93
Department: 9210 TRANSPORT EXPENDITURES							
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9210	22.98
				WATER SERVICE	92000	9210	9.48
				WATER SERVICE	92000	9210	51.69
				CHECK POOL 671355 TOTAL FOR FUND 208:			84.15
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9210	40.01
09/25/2024	POOL	671372	INTERSTATE SECURITY INC	ALARM MONITORING	80100	9210	90.00
				Total for department 9210:			214.16
				Total for fund 208 RECREATION SPEC REVENUE			82,454.45

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 226 SANITATION SPECIAL REV							
Department: 9226 SANITATION EXPENDITURES							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9226	42.00
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9226	342.00
09/25/2024	POOL	671349*#	SUPPLYDEN INC	JANITORIAL SUPPLY	74000	9226	99.64
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9226	129.25
				WATER SERVICE	92000	9226	172.30
				WATER SERVICE	92000	9226	22.98
				CHECK POOL 671355 TOTAL FOR FUND 226:			324.53
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9226	144.82
09/25/2024	POOL	671385	COMERICA LEASING	SANITATION TRUCKS	99400	9226	1,132,190.70
				SANITATION TRUCKS	99401	9226	76,257.69
				CHECK POOL 671385 TOTAL FOR FUND 226:			1,208,448.39
09/25/2024	POOL	671390	SOUTH MACOMB DISPOSAL AUTHORITY	SOLID WASTE/COMPOST	80112	9226	86,619.41
				SOLID WASTE/COMPOST	80115	9226	18,851.54
				CHECK POOL 671390 TOTAL FOR FUND 226:			105,470.95
09/25/2024	POOL	671445	QUALITY FIRST AID & SAFETY INC	FIRST AID SUPPLY	72700	9226	831.63
09/25/2024	POOL	671469*#	RKA PETROLEUM COMPANIES	GASOLINE/DIESEL FUEL	75100	9226	19,606.12
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	9226	117.20
09/25/2024	POOL	671529	GFL ENVIRONMENTAL USA INC	COMMINGLED RECYCLING	80115	9226	36,475.50
09/25/2024	POOL	671557*#	AMERICAN PEST CONTROL INC	PEST CONTROL SERVICES	80100	9226	28.00
				PEST CONTROL SERVICES	80100	9226	65.00
				CHECK POOL 671557 TOTAL FOR FUND 226:			93.00
09/25/2024	POOL	671591	BMW KAR WASH LLC	CAR WASH SERVICE	74000	9226	4.75
				Total for department 9226:			1,372,000.53
				Total for fund 226 SANITATION SPECIAL REV			1,372,000.53

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 RENTAL ORDINANCE REVENUE							
Department: 9230 RENTAL ORDIN EXPENDITURES							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	9230	28.45
				Total for department 9230:			28.45
				Total for fund 230 RENTAL ORDINANCE REVENUE			28.45

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 250 COMMUNICATIONS							
Department: 9250 COMMUNICATION EXPENDITURE							
09/05/2024	POOL	671305	COMERICA COMML CARD SRVC	CRIMINAL BACKGROUND CHECK	80147	9250	900.00
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9250	120.41
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9250	1,345.91
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	9250	16.93
				Total for department 9250:			2,383.25
				Total for fund 250 COMMUNICATIONS			2,383.25

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
09/25/2024	POOL	671366	WILLIAM BRANCH	COURT APPOINTED ATTORNEY	82601	9259	180.00
09/25/2024	POOL	671376	KAREN LEMKE	COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	900.00
				COURT APPOINTED ATTORNEY	82601	9259	750.00
				COURT APPOINTED ATTORNEY	82601	9259	420.00
				COURT APPOINTED ATTORNEY	82601	9259	600.00
				CHECK POOL 671376 TOTAL FOR FUND 259:			3,060.00
09/25/2024	POOL	671377	KENNETH J WROBEL	COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	300.00
				CHECK POOL 671377 TOTAL FOR FUND 259:			1,440.00
09/25/2024	POOL	671400*#	DAWN M WALTON	COURT APPOINTED ATTORNEY	82601	9259	90.00
				COURT APPOINTED ATTORNEY	82601	9259	270.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	30.00
				COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	690.00
				COURT APPOINTED ATTORNEY	82601	9259	960.00
				CHECK POOL 671400 TOTAL FOR FUND 259:			2,790.00
09/25/2024	POOL	671409	SONYA HRYSHKO	COURT APPOINTED ATTORNEY	82601	9259	840.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	840.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				CHECK POOL 671409 TOTAL FOR FUND 259:			2,640.00
09/25/2024	POOL	671411	KEVIN SCHNEIDER	COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	930.00
				COURT APPOINTED ATTORNEY	82601	9259	270.00
				COURT APPOINTED ATTORNEY	82601	9259	1,650.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
				COURT APPOINTED ATTORNEY	82601	9259	820.00
				COURT APPOINTED ATTORNEY	82601	9259	630.00
				COURT APPOINTED ATTORNEY	82601	9259	780.00
				COURT APPOINTED ATTORNEY	82601	9259	420.00
				CHECK POOL 671411 TOTAL FOR FUND 259:			6,250.00
09/25/2024	POOL	671415	JENNIFER CHUPA	COURT APPOINTED ATTORNEY	82601	9259	630.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671415 TOTAL FOR FUND 259:			1,140.00
09/25/2024	POOL	671416	DAVID WORDEN	COURT APPOINTED ATTORNEY	82601	9259	90.00
				COURT APPOINTED ATTORNEY	82601	9259	780.00
				COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	720.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	810.00
				COURT APPOINTED ATTORNEY	82601	9259	660.00
				CHECK POOL 671416 TOTAL FOR FUND 259:			4,830.00
09/25/2024	POOL	671417	ANDREW M CANU	COURT APPOINTED ATTORNEY	82601	9259	180.00
09/25/2024	POOL	671427	PAUL M MISUKEWICZ	COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00
				COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671427 TOTAL FOR FUND 259:			3,600.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
09/25/2024	POOL	671430	MATTHEW A LICATA	COURT APPOINTED ATTORNEY	82601	9259	180.00
09/25/2024	POOL	671432	PAUL SCALLY	COURT APPOINTED ATTORNEY	82601	9259	930.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	420.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	330.00
				COURT APPOINTED ATTORNEY	82601	9259	630.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671432 TOTAL FOR FUND 259:			4,380.00
09/25/2024	POOL	671440	JASON MALKIEWICZ	COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	90.00
				CHECK POOL 671440 TOTAL FOR FUND 259:			1,710.00
09/25/2024	POOL	671443	VINCENZO MANZELLA	COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				CHECK POOL 671443 TOTAL FOR FUND 259:			420.00
09/25/2024	POOL	671444	JAMES B ROONEY	COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	270.00
				CHECK POOL 671444 TOTAL FOR FUND 259:			660.00
09/25/2024	POOL	671446	ERIC LUNDQUIST JR	COURT APPOINTED ATTORNEY	82601	9259	510.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
				CHECK POOL 671446 TOTAL FOR FUND 259:			990.00
09/25/2024	POOL	671450	KATHERINE HOM	COURT APPOINTED ATTORNEY	82601	9259	60.00
				COURT APPOINTED ATTORNEY	82601	9259	60.00
				CHECK POOL 671450 TOTAL FOR FUND 259:			120.00
09/25/2024	POOL	671452	DANA FREERS	COURT APPOINTED ATTORNEY	82601	9259	360.00
09/25/2024	POOL	671454	SUSAN R COLE	COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671454 TOTAL FOR FUND 259:			840.00
09/25/2024	POOL	671458	AVIS CHOULAGH LAW PLLC	COURT APPOINTED ATTORNEY	82601	9259	420.00
				COURT APPOINTED ATTORNEY	82601	9259	1,620.00
				COURT APPOINTED ATTORNEY	82601	9259	600.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	420.00
				CHECK POOL 671458 TOTAL FOR FUND 259:			3,900.00
09/25/2024	POOL	671473	JAMES R HILLER	COURT APPOINTED ATTORNEY	82601	9259	780.00
				COURT APPOINTED ATTORNEY	82601	9259	120.00
				CHECK POOL 671473 TOTAL FOR FUND 259:			900.00
09/25/2024	POOL	671475	GENEVIEVE LYNN TAYLOR	COURT APPOINTED ATTORNEY	82601	9259	180.00
09/25/2024	POOL	671476	ALAN J SAOUD	COURT APPOINTED ATTORNEY	82601	9259	420.00
09/25/2024	POOL	671498	EDWARD TROJANOWSKI	COURT APPOINTED ATTORNEY	82601	9259	60.00
				COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	270.00
				COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	90.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				CHECK POOL 671498 TOTAL FOR FUND 259:			2,340.00
09/25/2024	POOL	671502	KIMBERLY DIBARTOLOMEO	COURT APPOINTED ATTORNEY	82601	9259	450.00
09/25/2024	POOL	671507	CHARLES M MERLO	COURT APPOINTED ATTORNEY	82601	9259	300.00
09/25/2024	POOL	671515	MICHAEL F MACHERZAK	COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				CHECK POOL 671515 TOTAL FOR FUND 259:			1,320.00
09/25/2024	POOL	671518	PAMELA M KROLL	COURT APPOINTED ATTORNEY	82601	9259	30.00
				COURT APPOINTED ATTORNEY	82601	9259	660.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				CHECK POOL 671518 TOTAL FOR FUND 259:			2,610.00
09/25/2024	POOL	671520	DEBORAH WEIHERMULLER	COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	510.00
				COURT APPOINTED ATTORNEY	82601	9259	310.00
				COURT APPOINTED ATTORNEY	82601	9259	420.00
				COURT APPOINTED ATTORNEY	82601	9259	630.00
				COURT APPOINTED ATTORNEY	82601	9259	330.00
				CHECK POOL 671520 TOTAL FOR FUND 259:			2,500.00
09/25/2024	POOL	671521	KIMBERLY M LUBINSKI	COURT APPOINTED ATTORNEY	82601	9259	360.00
09/25/2024	POOL	671542	MARK VRANA	COURT APPOINTED ATTORNEY	82601	9259	750.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				CHECK POOL 671542 TOTAL FOR FUND 259:			1,110.00
09/25/2024	POOL	671548	MICHELLE LUNDQUIST	COURT APPOINTED ATTORNEY	82601	9259	1,260.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671548 TOTAL FOR FUND 259:			1,620.00
09/25/2024	POOL	671551	RICHARD CERVENAK	COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				CHECK POOL 671551 TOTAL FOR FUND 259:			1,650.00
09/25/2024	POOL	671552	ROY M GRUENBURG	COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				CHECK POOL 671552 TOTAL FOR FUND 259:			570.00
09/25/2024	POOL	671556	JOHN C CAHALAN PLLC	COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	450.00
				CHECK POOL 671556 TOTAL FOR FUND 259:			1,320.00
09/25/2024	POOL	671579	CAROLE ANN MURRAY	COURT APPOINTED ATTORNEY	82601	9259	540.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671579 TOTAL FOR FUND 259:			1,260.00
09/25/2024	POOL	671598	PERNICANO LAW PLLC	COURT APPOINTED ATTORNEY	82601	9259	775.00
09/25/2024	POOL	671600	CHRISTOPHER METRY PLLC	COURT APPOINTED ATTORNEY	82601	9259	180.00
09/25/2024	POOL	671605	ADRIANA ROSE PICCIRILLI	COURT APPOINTED ATTORNEY	82601	9259	60.00
				COURT APPOINTED ATTORNEY	82601	9259	90.00
				CHECK POOL 671605 TOTAL FOR FUND 259:			150.00
09/25/2024	POOL	671607	NINA WARDA	COURT APPOINTED ATTORNEY	82601	9259	270.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00
				COURT APPOINTED ATTORNEY	82601	9259	330.00
				CHECK POOL 671607 TOTAL FOR FUND 259:			810.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
				Total for department 9259:			60,495.00
				Total for fund 259 INDIGENT DEFENSE FUND			60,495.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 261 DRUG FORFEITURE FUND							
Department: 9261 DRUG FORFEIT EXPENDITURES							
09/05/2024	POOL	671308	BERGER CHEVROLET INC	VEHICLE	82214	9261	52,443.00
09/25/2024	POOL	671399	PSP STORES LLC	CANINE UNIT SUPPLY	82215	9261	51.95
				CANINE UNIT SUPPLY	82215	9261	57.96
				CANINE UNIT SUPPLY	82215	9261	30.98
				CHECK POOL 671399 TOTAL FOR FUND 261:			140.89
09/25/2024	POOL	671602	REXPOINTE KENNELS	CANINE SERVICE	82215	9261	220.00
09/25/2024	POOL	671713	KIESLER POLICE SUPPLY INC	TRAINING SUPPLY	82215	9261	4,500.00
				TRAINING SUPPLY	82215	9261	4,500.00
				TRAINING SUPPLY	82215	9261	3,500.00
				TRAINING SUPPLY	82215	9261	3,500.00
				CHECK POOL 671713 TOTAL FOR FUND 261:			16,000.00
				Total for department 9261:			68,803.89
				Total for fund 261 DRUG FORFEITURE FUND			68,803.89

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY SPECIAL REVENUE							
Department: 0000							
09/25/2024	POOL	671342	SUBURBAN LIBRARY	MILLER VIDEO RECEIPTS	20271	0000	12.00
				BURNETTE VIDEO RECEIPTS	20272	0000	11.00
				BUSCH VIDEO RECEIPTS	20274	0000	1.00
				CHECK POOL 671342 TOTAL FOR FUND 271:			24.00
				Total for department 0000:			24.00
Department: 9271 LIBRARY EXPENDITURES							
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92000	9271	861.87
				ELECTRIC SERVICE	92000	9271	974.35
				CHECK POOL 671320 TOTAL FOR FUND 271:			1,836.22
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9271	26.49
				TELEPHONE SERVICE	85300	9271	199.39
				TELEPHONE SERVICE	85300	9271	42.73
				TELEPHONE SERVICE	85300	9271	9.87
				CHECK POOL 671326 TOTAL FOR FUND 271:			278.48
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9271	57.00
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9271	129.25
				WATER SERVICE	92000	9271	129.25
				WATER SERVICE	92000	9271	177.15
				WATER SERVICE	92000	9271	139.10
				WATER SERVICE	92000	9271	286.77
				WATER SERVICE	92000	9271	526.24
				CHECK POOL 671355 TOTAL FOR FUND 271:			1,387.76
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9271	2,123.44
09/25/2024	POOL	671472	MIDWEST TAPES	OFFICE SUPPLY	72700	9271	561.98
				OFFICE SUPPLY	72700	9271	191.98
				CHECK POOL 671472 TOTAL FOR FUND 271:			753.96
09/25/2024	POOL	671482	SUBURBAN LIBRARY CO-OP	ONLINE DATABASE	80117	9271	735.00
				CREATIVEBUG ENTERPRISE SUBSCRIPTION	80117	9271	4,250.00
				ONLINE DATABASE	80117	9271	575.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY SPECIAL REVENUE							
Department: 9271 LIBRARY EXPENDITURES							
				CHECK POOL 671482 TOTAL FOR FUND 271:			5,560.00
09/25/2024	POOL	671485	UNIQUE MANAGEMENT	COLLECTION SERVICES	80100	9271	55.25
				COLLECTION SERVICES	80100	9271	391.40
				CHECK POOL 671485 TOTAL FOR FUND 271:			446.65
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	72702	9271	17.70
				COPIER MAINTENANCE	72702	9271	56.72
				COPIER MAINTENANCE	72702	9271	107.62
				COPIER MAINTENANCE	72702	9271	17.70
				COPIER MAINTENANCE	72702	9271	43.07
				COPIER MAINTENANCE	72702	9271	51.47
				COPIER MAINTENANCE	72702	9271	56.00
				COPIER MAINTENANCE	72702	9271	48.39
				CHECK POOL 671499 TOTAL FOR FUND 271:			398.67
09/25/2024	POOL	671535	T-MOBILE USA INC	MOBILE HOT SPOT SERVICE	80100	9271	819.12
				MOBILE HOT SPOT SERVICE	80100	9271	826.06
				CHECK POOL 671535 TOTAL FOR FUND 271:			1,645.18
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72702	9271	20.05
				OFFICE SUPPLY	72702	9271	16.29
				OFFICE SUPPLY	72702	9271	468.84
				CHECK POOL 671586 TOTAL FOR FUND 271:			505.18
09/25/2024	POOL	671588	MOTOR CITY AQUARIUM SERVICES	AQUARIUM MAINTENANCE	80100	9271	950.00
09/25/2024	POOL	671596	AMAZON CAPITAL SERVICES INC	LIBRARY SUPPLIES	72700	9271	550.94
09/25/2024	POOL	671603	G & A CLEANING INC	JANITORIAL SERVICE	80100	9271	1,407.08
				JANITORIAL SERVICE	80100	9271	2,411.33
				JANITORIAL SERVICE	80100	9271	1,407.08
				JANITORIAL SERVICE	80100	9271	5,076.67
				CHECK POOL 671603 TOTAL FOR FUND 271:			10,302.16
				Total for department 9271:			26,795.64
				Total for fund 271 LIBRARY SPECIAL REVENUE			26,819.64

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 273 CDBG ENTITLEMENT FUND							
Department: 0000							
09/25/2024	POOL	671356*	TREASURER, CITY OF WARREN	REIMBURSABLE ADMIN EXPENSES	24101	0000	7,177.18
				Total for department 0000:			7,177.18
Department: 9666 ADMINISTRATIVE COSTS							
09/25/2024	POOL	671499*#	APPLIED INNOVATION	MAINTENANCE PLAN	95000	9666	53.10
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	95000	9666	77.74
				Total for department 9666:			130.84
Department: 9706 RESID REHAB DELIVERY							
09/25/2024	POOL	671391	ETITLE AGENCY INC	TITLE SEARCHES	80134	9706	40.00
09/25/2024	POOL	671447*	MJ ENVIRONMENTAL INC	LEAD INSPECTIONS/CLEARANCES	80134	9706	475.00
				LEAD INSPECTIONS/CLEARANCE	80134	9706	475.00
				CHECK POOL 671447 TOTAL FOR FUND 273:			950.00
				Total for department 9706:			990.00
Department: 9707 RESID REHAB PROJECTS							
09/25/2024	POOL	671449*	MANDO CONSTRUCTION INC	LEAD REHAB PROJECT COSTS	88203	9707	247.50
09/25/2024	POOL	671561*	QUALIFIED CONSTRUCTION CORPORATION	REHAB PROJECT COSTS	88203	9707	1,148.00
				Total for department 9707:			1,395.50
				Total for fund 273 CDBG ENTITLEMENT FUND			9,693.52

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 277 H.O.M.E.							
Department: 0000							
09/25/2024	POOL	671356*	TREASURER, CITY OF WARREN	REIMBURSEABLE ADMIN EXPENSES	24101	0000	1,276.85
				Total for department 0000:			1,276.85
Department: 9707 RESID REHAB PROJECTS							
09/25/2024	POOL	671449*	MANDO CONSTRUCTION INC	REHAB PROJECT COSTS	80118	9707	11,446.40
				REHAB PROJECT COSTS	80118	9707	11,266.10
				CHECK POOL 671449 TOTAL FOR FUND 277:			22,712.50
09/25/2024	POOL	671561*	QUALIFIED CONSTRUCTION CORPORATION	REHAB PROJECT COSTS	80118	9707	2,453.93
				REHAB PROJECT COSTS	88102	9707	3,643.07
				CHECK POOL 671561 TOTAL FOR FUND 277:			6,097.00
				Total for department 9707:			28,809.50
				Total for fund 277 H.O.M.E.			30,086.35

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 281 LEAD HAZARD CONTROL GRANT							
Department: 0000							
09/25/2024	POOL	671356*	TREASURER, CITY OF WARREN	REIMBURSEABLE ADMIN EXPENSES	24101	0000	1,033.15
				Total for department 0000:			1,033.15
Department: 9706 RESID REHAB DELIVERY							
09/25/2024	POOL	671447*	MJ ENVIRONMENTAL INC	LEAD INSPECTIONS/CLEARANCES	80179	9706	275.00
				Total for department 9706:			275.00
Department: 9707 RESID REHAB PROJECTS							
09/25/2024	POOL	671449*	MANDO CONSTRUCTION INC	LEAD REHAB PROJECT COSTS	80118	9707	2,227.50
				LEAD REHAB PROJECT COSTS	80228	9707	1,930.00
				CHECK POOL 671449 TOTAL FOR FUND 281:			4,157.50
09/25/2024	POOL	671561*	QUALIFIED CONSTRUCTION CORPORATION	REHAB PROJECT COSTS	80118	9707	10,332.00
				REHAB PROJECT COSTS	80228	9707	4,004.00
				CHECK POOL 671561 TOTAL FOR FUND 281:			14,336.00
				Total for department 9707:			18,493.50
				Total for fund 281 LEAD HAZARD CONTROL GRANT			19,801.65

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 357 2022 MTF DEBT RETIREMENT							
Department: 0080 REVENUES							
09/25/2024	POOL	671511*#	HUNTINGTON NATIONAL BANK	AGENCY FEE	69902	0080	(500.00)
				Total for department 0080:			(500.00)
Department: 9357 2022 MTF DEBT EXPENDITURE							
09/25/2024	POOL	671511*#	HUNTINGTON NATIONAL BANK	AGENCY FEE	99802	9357	500.00
				Total for department 9357:			500.00
				Total for fund 357 2022 MTF DEBT RETIREMENT			0.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 438 2023 MTF CONSTRUCTION							
Department: 0000							
09/25/2024	POOL	671437*#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	21000	0000	(608,370.95)
				PAVEMENT RECONSTRUCTION	21001	0000	(60,837.10)
				PAVEMENT RECONSTRUCTION	21140	0000	608,370.95
				CHECK POOL 671437 TOTAL FOR FUND 438:			(60,837.10)
				Total for department 0000:			(60,837.10)
Department: 9438 2023 MTF CONSTRUCTION							
09/25/2024	POOL	671419*#	ANDERSON ECKSTEIN & WESTRICK	ENGINEERING SERVICES	97450	9438	17,600.00
				ENGINEERING SERVICES	97450	9438	8,800.00
				CHECK POOL 671419 TOTAL FOR FUND 438:			26,400.00
09/25/2024	POOL	671437*#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	97450	9438	608,370.96
09/25/2024	POOL	671606	NOWAK & FRAUS PLLC	EINGINEERING SERVICES	97450	9438	9,610.00
				Total for department 9438:			644,380.96
				Total for fund 438 2023 MTF CONSTRUCTION			583,543.86

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 494 DDA ADMINISTRATION FUND							
Department: 9494 DDA ADMIN EXPENDITURES							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9494	17.66
				TELEPHONE SERVICE	85300	9494	6.58
				CHECK POOL 671326 TOTAL FOR FUND 494:			24.24
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9494	57.00
09/25/2024	POOL	671421*#	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	97400	9494	630.00
				Total for department 9494:			711.24
				Total for fund 494 DDA ADMINISTRATION FUND			711.24

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 536 SENIOR HOUSING - STILWELL							
Department: 9536 STILWELL MANOR EXPENSES							
09/05/2024	POOL	671303*#	COMERICA COMML CARD SRVC	BACKGROUND CHECKS	80100	9536	35.00
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	9536	40.49
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9536	57.00
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9536	8,112.60
				WATER SERVICE	92000	9536	22.98
				CHECK POOL 671355 TOTAL FOR FUND 536:			8,135.58
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9536	511.30
09/25/2024	POOL	671401*#	HOME DEPOT CREDIT SERVICE	MAINTENANCE SUPPLY	93000	9536	33.23
09/25/2024	POOL	671426*#	GREAT LAKES SECURITY HARDWARE	LOCK/KEY REPAIR	93000	9536	437.14
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	MOWING/FERTILIZATION	80100	9536	376.20
				MOWING/FERTILIZATION	80100	9536	300.96
				CHECK POOL 671464 TOTAL FOR FUND 536:			677.16
09/25/2024	POOL	671477*#	APCO SUPPLY	PLUMBING/ELECTRICAL SUPPLY	77600	9536	83.54
				PLUMBING/ELECTRICAL SUPPLY	77600	9536	235.42
				PLUMBING/ELECTRICAL SUPPLY	77600	9536	259.07
				CHECK POOL 671477 TOTAL FOR FUND 536:			578.03
09/25/2024	POOL	671483*#	D/A CENTRAL INC	SECURITY CAMERA UPGRADES	98408	9536	1,588.00
09/25/2024	POOL	671488*#	GRIFFIN PEST SOLUTIONS INC	PEST CONTROL SERVICE	80100	9536	29.00
09/25/2024	POOL	671553*#	PRIORITY WASTE LLC	TRASH REMOVAL	80100	9536	150.48
09/25/2024	POOL	671612*#	GLSCO	APPLIANCES	98422	9536	64.80
				Total for department 9536:			12,337.21
				Total for fund 536 SENIOR HOUSING - STILWELL			12,337.21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 537 SENIOR HOUSING-JOS. COACH							
Department: 9537 JOS COACH MANOR EXPENSES							
09/05/2024	POOL	671297	CONSUMERS ENERGY	UTILITY SERVICE	92000	9537	19.19
				UTILITY SERVICE	92000	9537	20.88
				UTILITY SERVICE	92000	9537	17.51
				UTILITY SERVICE	92000	9537	19.22
				UTILITY SERVICE	92000	9537	17.51
				UTILITY SERVICE	92000	9537	8.29
				UTILITY SERVICE	92000	9537	9.70
				UTILITY SERVICE	92000	9537	17.51
				UTILITY SERVICE	92000	9537	1.81
				CHECK POOL 671297 TOTAL FOR FUND 537:			131.62
09/05/2024	POOL	671303*#	COMERICA COMML CARD SRVC	BACKGROUND CHECKS	80100	9537	105.00
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9537	198.04
				TELEPHONE SERVICE	85300	9537	208.28
				TELEPHONE SERVICE	85300	9537	222.31
				CHECK POOL 671326 TOTAL FOR FUND 537:			628.63
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9537	114.00
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9537	1,515.66
				WATER SERVICE	92000	9537	2,477.72
				WATER SERVICE	92000	9537	2,458.86
				CHECK POOL 671355 TOTAL FOR FUND 537:			6,452.24
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9537	91.12
09/25/2024	POOL	671401*#	HOME DEPOT CREDIT SERVICE	MAINTENANCE SUPPLY	93000	9537	99.66
09/25/2024	POOL	671455*#	ELITE TRAUMA CLEAN UP INC	MEDICAL WASTE DISPOSAL	80100	9537	35.00
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	IRRIGATION REPAIRS	80100	9537	876.03
				MOWING/FERTILIZATION	80100	9537	376.20
				MOWING/FERTILIZATION	80100	9537	300.96
				CHECK POOL 671464 TOTAL FOR FUND 537:			1,553.19
09/25/2024	POOL	671468	PM TECHNOLOGIES	GENERATOR MAINTENANCE	80100	9537	88.31

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 537 SENIOR HOUSING-JOS. COACH							
Department: 9537 JOS COACH MANOR EXPENSES							
09/25/2024	POOL	671477*#	APCO SUPPLY	PLUMBING/ELECTRICAL SUPPLY	77600	9537	250.62
				PLUMBING/ELECTRICAL SUPPLY	77600	9537	706.25
				PLUMBING/ELECTRICAL SUPPLY	77600	9537	777.21
				CHECK POOL 671477 TOTAL FOR FUND 537:			1,734.08
09/25/2024	POOL	671483*#	D/A CENTRAL INC	SECURITY CAMERA UPGRADES	98408	9537	4,083.41
09/25/2024	POOL	671488*#	GRIFFIN PEST SOLUTIONS INC	PEST CONTROL SERVICE	80100	9537	55.00
				PEST CONTROL SERVICE	80100	9537	3,514.00
				CHECK POOL 671488 TOTAL FOR FUND 537:			3,569.00
09/25/2024	POOL	671553*#	PRIORITY WASTE LLC	TRASH REMOVAL	80100	9537	16.72
				TRASH REMOVAL	80100	9537	37.62
				TRASH REMOVAL	80100	9537	37.62
				CHECK POOL 671553 TOTAL FOR FUND 537:			91.96
09/25/2024	POOL	671592	PREMIER BUILDER INC	INSTALL FLASHING	93000	9537	1,300.00
09/25/2024	POOL	671612*#	GLSCO	APPLIANCES	98422	9537	259.20
09/25/2024	POOL	671714	SCI FLOOR COVERING INC	CARPET INSTALLATION	80100	9537	1,655.28
				Total for department 9537:			21,991.70
				Total for fund 537 SENIOR HOUSING-JOS. COACH			21,991.70

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 0000							
09/25/2024	POOL	671337	EJ USA INC	HYDRANT SUPPLY/PARTS	11000	0000	12.80
09/25/2024	POOL	671387#	DVM UTILITIES INC	SANITARY SEWER LINING	21000	0000	(107,191.00)
				SANITARY SEWER LINING	21001	0000	(10,719.10)
				SANITARY SEWER LINING	21127	0000	107,191.00
				CHECK POOL 671387 TOTAL FOR FUND 592:			(10,719.10)
09/25/2024	POOL	671438#	VIL CONSTRUCTION INC	WATER MAIN REPLACEMENT	21000	0000	(878,976.01)
				WATER MAIN REPLACEMENT	21001	0000	(87,897.60)
				WATER MAIN REPLACEMENT	21138	0000	878,976.01
				CHECK POOL 671438 TOTAL FOR FUND 592:			(87,897.60)
09/25/2024	POOL	671505#	BRICCO EXCAVATING	WATER MAIN REPLACEMENT	21000	0000	(831,165.82)
				WATER MAIN REPLACEMENT	21001	0000	(83,116.58)
				WATER MAIN REPLACEMENT	21080	0000	831,165.82
				CHECK POOL 671505 TOTAL FOR FUND 592:			(83,116.58)
09/25/2024	POOL	671537	CORE & MAIN LP	OPERATING SUPPLY	11100	0000	344.00
09/25/2024	POOL	671563#	COMMERCIAL CONTRACTING CORPORATION	DETENTION BASIN	21000	0000	(391,904.10)
				DETENTION BASIN	21024	0000	391,904.10
				CHECK POOL 671563 TOTAL FOR FUND 592:			0.00
09/25/2024	POOL	671705	ESTATE OF CLARENCE R SWITALSKI	REFUND	04101	0000	173.96
09/25/2024	POOL	671706	LANZO CONSTRUCTION	REFUND	25502	0000	500.00
09/25/2024	POOL	671707	DEBUCK CONSTRUCTION	REFUND	25502	0000	454.96
				Total for department 0000:			(180,247.56)
Department: 1540 WATER MAINTENANCE							
09/05/2024	POOL	671298*#	DTE ENERGY	ELECTRIC SERVICE	92000	1540	77.24
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92000	1540	58.72
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1540	760.78
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1540	57.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1540 WATER MAINTENANCE							
09/25/2024	POOL	671335*#	OCCUPATIONAL HEALTH CENTERS	PROFESSIONAL SERVICES	80100	1540	134.00
09/25/2024	POOL	671340*#	GRAINGER INC	MAINTENANCE SUPPLY	74000	1540	290.23
09/25/2024	POOL	671349*#	SUPPLYDEN INC	OPERATING SUPPLY	74000	1540	59.67
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1540	1,255.28
				WATER SERVICE	92000	1540	22.98
				CHECK POOL 671355 TOTAL FOR FUND 592:			1,278.26
09/25/2024	POOL	671357#	WARREN PIPE & SUPPLY CO	OPERATING SUPPLY	74000	1540	59.30
				OPERATING SUPPLY	74000	1540	30.35
				CHECK POOL 671357 TOTAL FOR FUND 592:			89.65
09/25/2024	POOL	671359	WHOLESALE TOOL CO	OPERATING SUPPLY	74000	1540	75.00
09/25/2024	POOL	671362	BLACKBURN MANUFACTURING COMPANY	OPERATING SUPPLY	74000	1540	511.90
09/25/2024	POOL	671363	AIELLI CONSTRUCTION CO	EMERGENCY REPAIRS	80251	1540	8,024.64
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1540	185.02
09/25/2024	POOL	671382	SCHENA ROOFING & SHEET	BUILDING MAINTENANCE	97500	1540	875.00
09/25/2024	POOL	671383#	MAURER'S TEXTILE RENTAL	FACILITY MAINTENANCE	97500	1540	45.44
				FACILITY MAINTENANCE	97500	1540	45.44
				CHECK POOL 671383 TOTAL FOR FUND 592:			90.88
09/25/2024	POOL	671389	PACE ANALYTICAL SERVICES	OPERATING SUPPLY	74000	1540	994.00
09/25/2024	POOL	671394	ENGINEERED SOLUTIONS	EQUIPMENT SUPPLY	74000	1540	6,268.32
09/25/2024	POOL	671401*#	HOME DEPOT CREDIT SERVICE	OPERATING SUPPLIES	74000	1540	63.30
09/25/2024	POOL	671407	AJAX MATERIALS CORPORATION	BITUMINOUS PATCHING MATERIAL	74000	1540	6,898.50
09/25/2024	POOL	671436	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLY	74000	1540	108.48
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	LANDSCAPING SERVICE	97500	1540	275.00
				LANDSCAPING SERVICE	97500	1540	220.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1540 WATER MAINTENANCE							
				CHECK POOL 671464 TOTAL FOR FUND 592:			495.00
09/25/2024	POOL	671491	STATE OF MICHIGAN	BOILER CERTIFICATION	74000	1540	75.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	74000	1540	47.20
				COPIER MAINTENANCE	74000	1540	10.00
				COPIER MAINTENANCE	74000	1540	17.70
				CHECK POOL 671499 TOTAL FOR FUND 592:			74.90
09/25/2024	POOL	671526*#	SUPERIOR EXCAVATING INC	EMERGENCY REPAIRS	80251	1540	20,247.50
09/25/2024	POOL	671531	OSBURN INDUSTRIES INC	SAND SLAG & AGGREGATE	74000	1540	1,347.58
09/25/2024	POOL	671567	JERRY WEIMER CONSULTING LLC	TRAINING	71302	1540	1,240.00
				TRAINING	71302	1540	1,240.00
				CHECK POOL 671567 TOTAL FOR FUND 592:			2,480.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	74000	1540	799.52
				Total for department 1540:			52,420.09
Department: 1560 ADMINISTRATION							
09/05/2024	POOL	671298*#	DTE ENERGY	ELECTRIC SERVICE	92000	1560	27.18
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1560	36.01
				CELLULAR SERVICE	85300	1560	297.21
				CHECK POOL 671325 TOTAL FOR FUND 592:			333.22
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1560	44.15
				TELEPHONE SERVICE	85300	1560	16.45
				CHECK POOL 671326 TOTAL FOR FUND 592:			60.60
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1560	57.00
09/25/2024	POOL	671493*#	GREAT LAKES GRAPHICS INC	WATER BILL POSTAGE	80200	1560	26,000.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	74000	1560	1.99
				OFFICE SUPPLY	74000	1560	1.99

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1560 ADMINISTRATION							
				OFFICE SUPPLY	74000	1560	199.58
				OFFICE SUPPLY	74000	1560	7.91
				CHECK POOL 671586 TOTAL FOR FUND 592:			211.47
				Total for department 1560:			26,689.47
Department: 1580 WWTP							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1580	561.55
				CELLULAR SERVICE	85300	1580	352.71
				CHECK POOL 671325 TOTAL FOR FUND 592:			914.26
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1580	57.00
09/25/2024	POOL	671331	BRONER INC	MAINTENANCE SUPPLY	74000	1580	1,327.30
09/25/2024	POOL	671340*#	GRAINGER INC	MISCELLANEOUS OPERATING SUPPLY	93001	1580	103.70
				MISCELLANEOUS OPERATING SUPPLY	93001	1580	86.82
				CHECK POOL 671340 TOTAL FOR FUND 592:			190.52
09/25/2024	POOL	671345	MCNAUGHTON-MCKAY ELECTRIC	ELECTRICAL SUPPLY	93001	1580	459.50
09/25/2024	POOL	671346	MOTION INDUSTRIES INC	MAINTENANCE SUPPLY	93001	1580	508.22
				CREDIT MEMO	93001	1580	(175.74)
				CHECK POOL 671346 TOTAL FOR FUND 592:			332.48
09/25/2024	POOL	671347	MOTION INDUSTRIES INC	MAINTENANCE SUPPLY	93001	1580	195.49
09/25/2024	POOL	671350	SATTERLUND SUPPLY COMPANY	MAINTENANCE SUPPLY	93001	1580	166.45
09/25/2024	POOL	671352	GRAYBAR ELECTRIC COMPANY	ELECTRICAL SUPPLY	93001	1580	186.20
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1580	31.59
				WATER SERVICE	92000	1580	3,598.04
				WATER SERVICE	92000	1580	172.30
				WATER SERVICE	92000	1580	31.59
				WATER SERVICE	92000	1580	129.25
				WATER SERVICE	92000	1580	4,656.69
				WATER SERVICE	92000	1580	16,002.30
				WATER SERVICE	92000	1580	9.48
				WATER SERVICE	92000	1580	51.69
				CHECK POOL 671355 TOTAL FOR FUND 592:			24,682.93

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1580 WWTP							
09/25/2024	POOL	671357#	WARREN PIPE & SUPPLY CO	MAINTENANCE SUPPLY	93001	1580	160.38
09/25/2024	POOL	671360	PEAKER SERVICES INC (PSI)	MAINTENANCE SERVICES	93001	1580	3,065.00
09/25/2024	POOL	671361	FISHER SCIENTIFIC	LAB SUPPLY	74300	1580	79.37
				LAB SUPPLY	74300	1580	190.86
				CHECK POOL 671361 TOTAL FOR FUND 592:			270.23
09/25/2024	POOL	671364*#	OSCAR W LARSON CO	FUEL TANK MAINTENANCE	93020	1580	315.00
09/25/2024	POOL	671367	MICHIGAN CAT	GENERATOR MAINTENANCE	93001	1580	2,157.00
				GENERATOR MAINTENANCE	93001	1580	763.00
				CHECK POOL 671367 TOTAL FOR FUND 592:			2,920.00
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1580	22,208.96
09/25/2024	POOL	671379	MWEA	MEMBERSHIP DUES	71302	1580	95.00
09/25/2024	POOL	671380	MACOMB GROUP	MAINTENANCE SUPPLY	93001	1580	17.28
09/25/2024	POOL	671381	TETRA TECH INC	ENGINEERING SERVICES	80100	1580	7,000.00
				ENGINEERING SERVICES	80100	1580	9,948.00
				CHECK POOL 671381 TOTAL FOR FUND 592:			16,948.00
09/25/2024	POOL	671383#	MAURER'S TEXTILE RENTAL	MAINTENANCE SERVICE	93020	1580	56.87
				MAINTENANCE SERVICE	93020	1580	21.56
				MAINTENANCE SERVICE	93020	1580	21.56
				MAINTENANCE SERVICE	93020	1580	21.56
				MAINTENANCE SERVICE	93020	1580	56.87
				MAINTENANCE SERVICE	93020	1580	36.18
				CHECK POOL 671383 TOTAL FOR FUND 592:			214.60
09/25/2024	POOL	671388	RADWELL INTERNATIONAL INC	INSTRUMENTS	93001	1580	1,275.81
09/25/2024	POOL	671392	FLUKE ELECTRONICS	ICS CALIBRATION	93001	1580	248.10
09/25/2024	POOL	671393	ALS ENVIRONMENTAL	PFAS TESTING	74300	1580	460.00
09/25/2024	POOL	671395	BAKER'S GAS AND WELDING SUPPLIES	MONTHLY SPECIAL GASES	74300	1580	89.13

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1580 WWTP							
09/25/2024	POOL	671401*#	HOME DEPOT CREDIT SERVICE	MISC SUPPLIES	93001	1580	116.68
09/25/2024	POOL	671404	DANUTA DORDESKI	REIMBURSEMENT	74000	1580	35.00
09/25/2024	POOL	671420	CDW GOVERNMENT INC	COMPUTER SUPPLY	93001	1580	124.50
				COMPUTER SUPPLY	93001	1580	1,335.36
				COMPUTER SUPPLY	93001	1580	53.97
				CHECK POOL 671420 TOTAL FOR FUND 592:			1,513.83
09/25/2024	POOL	671429*#	ULINE INC	SAFETY EQUIPMENT	74000	1580	1,029.79
09/25/2024	POOL	671431*#	GOV CONNECTION INC	COMPUTER SUPPLY	93001	1580	2,088.78
				COMPUTER SUPPLY	93001	1580	659.75
				CHECK POOL 671431 TOTAL FOR FUND 592:			2,748.53
09/25/2024	POOL	671465	METAL MART USA	MAINTENANCE SUPPLY	93001	1580	144.00
09/25/2024	POOL	671486	MICRO CENTER	COMPUTER SUPPLIES	74000	1580	122.94
09/25/2024	POOL	671532	EVOQUA WATER TECHNOLOGIES	LAB CHEMICALS & SUPPLY	74300	1580	359.00
09/25/2024	POOL	671536	TRAPS AND TAILS LLC	ANIMAL TRAPPING SERVICE	93020	1580	1,100.00
09/25/2024	POOL	671547	ROY SMITH COMPANY	SPECIALTY GASES	74300	1580	141.00
09/25/2024	POOL	671553*#	PRIORITY WASTE LLC	TRASH REMOVAL	93001	1580	41.80
				TRASH REMOVAL	93001	1580	225.72
				CHECK POOL 671553 TOTAL FOR FUND 592:			267.52
09/25/2024	POOL	671558	TEDESCO BUILDING SERVICES INC	JANITORIAL SERVICE	93020	1580	5,750.67
09/25/2024	POOL	671575*#	ASCENTIS CORPORATION	MONTHLY TIME CLOCK MAINTENANCE	74000	1580	190.80
09/25/2024	POOL	671584	PREMIER GROUP ASSOCIATES LC	LAWN MOWING SERVICE	93001	1580	1,490.80
				LAWN MOWING SERVICE	93001	1580	3,602.20
				CHECK POOL 671584 TOTAL FOR FUND 592:			5,093.00
09/25/2024	POOL	671599	ENVIRONMENTAL EXPRESS INC	LAB SUPPLIES	74300	1580	3,042.77
09/25/2024	POOL	671614	BLUE WATER INDUSTRIAL PRODUCTS	EPA PROTOCOL GASES	74300	1580	72.00
09/25/2024	POOL	671615	KIJERO, LLC	ICS COMPUTER HARDWARE	93001	1580	2,350.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1580 WWTP							
09/25/2024	POOL	671621	MP PREDICTIVE TECHNOLOGIES INC	COMPUTER SUPPLIES	74000	1580	2,103.78
09/25/2024	POOL	671708	METRO CONTROLS INC	HVAC MAINTENANCE	93020	1580	3,974.67
				HVAC MAINTENANCE	93020	1580	598.60
				HVAC MAINTENANCE	93020	1580	934.00
				HVAC MAINTENANCE	93020	1580	435.56
				HVAC MAINTENANCE	93020	1580	270.32
				HVAC MAINTENANCE	93020	1580	710.96
				HVAC MAINTENANCE	93020	1580	407.47
				HVAC MAINTENANCE	93020	1580	160.16
				HVAC MAINTENANCE	93020	1580	270.32
				HVAC MAINTENANCE	93020	1580	893.12
				CREDIT MEMO	93020	1580	(934.00)
				CHECK POOL 671708 TOTAL FOR FUND 592:			7,721.18
				Total for department 1580:			110,702.11
Department: 9044 EXPENSE							
09/25/2024	POOL	671387#	DVM UTILITIES INC	SANITARY SEWER LINING	97001	9044	107,191.00
09/25/2024	POOL	671419*#	ANDERSON ECKSTEIN & WESTRICK	ENGINEERING SERVICES	97001	9044	3,729.27
				ENGINEERING SERVICES	97001	9044	1,864.63
				ENGINEERING SERVICES	97001	9044	8,620.71
				ENGINEERING SERVICES	97001	9044	1,371.00
				ENGINEERING SERVICES	97001	9044	11,190.67
				ENGINEERING SERVICES	97001	9044	5,595.34
				ENGINEERING SERVICES	97001	9044	5,769.87
				CHECK POOL 671419 TOTAL FOR FUND 592:			38,141.49
09/25/2024	POOL	671421*#	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	97001	9044	2,607.11
				ENGINEERING SERVICES	97001	9044	30,086.77
				ENGINEERING SERVICES	97001	9044	80,114.00
				ENGINEERING SERVICES	97001	9044	37,021.37
				ENGINEERING SERVICES	97001	9044	18,250.70
				ENGINEERING SERVICES	97001	9044	4,789.58
				ENGINEERING SERVICES	97001	9044	10,062.73
				ENGINEERING SERVICES	97001	9044	12,578.41
				CHECK POOL 671421 TOTAL FOR FUND 592:			195,510.67
09/25/2024	POOL	671438#	VIL CONSTRUCTION INC	WATER MAIN REPLACEMENT	97001	9044	878,976.01

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 9044 EXPENSE							
09/25/2024	POOL	671505#	BRICCO EXCAVATING	WATER MAIN REPLACEMENT	97001	9044	831,165.82
				Total for department 9044:			2,050,984.99
Department: 9047 EXPENSE							
09/12/2024	POOL	671321	HAMILTON CHEVROLET INC	2024 CHEVROLET EXPRESS CUTAWAY VAN	98040	9047	68,122.00
09/12/2024	POOL	671323	WOLVERINE FREIGHTLINER EASTSIDE	FREIGHTLINER CAB/CHASSIS	98040	9047	130,512.00
09/12/2024	POOL	671327	BERGER CHEVROLET INC	OPERATING EQUIPMENT	98040	9047	49,527.00
09/25/2024	POOL	671396	PRESIDIO NETWORKED SOLUTIONS	NETWORK SERVICES	98080	9047	1,560.00
				NETWORK SERVICES	98080	9047	1,800.00
				CHECK POOL 671396 TOTAL FOR FUND 592:			3,360.00
09/25/2024	POOL	671414	METCO SERVICES INC	PROGRAM PERFORMANCE CERTIFICATION	98080	9047	1,824.00
				PROGRAM PERFORMANCE CERTIFICATION	98080	9047	1,216.00
				CHECK POOL 671414 TOTAL FOR FUND 592:			3,040.00
09/25/2024	POOL	671421*#	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	98080	9047	76.00
09/25/2024	POOL	671563#	COMMERCIAL CONTRACTING CORPORATION	DETENTION BASIN	98080	9047	391,904.10
09/25/2024	POOL	671571	TIMMONS GROUP INC	WORK ORDER SYSTEM	98040	9047	742.50
09/25/2024	POOL	671604	BIRKS WORKS ENVIRONMENTAL LLC	INCINERATOR CLEANING	98080	9047	7,560.00
				INCINERATOR CLEANING	98080	9047	2,800.00
				CHECK POOL 671604 TOTAL FOR FUND 592:			10,360.00
				Total for department 9047:			657,643.60
Department: 9072 EXPENSE							
09/25/2024	POOL	671511*#	HUNTINGTON NATIONAL BANK	AGENCY FEE	99700	9072	500.00
				Total for department 9072:			500.00
				Total for fund 592 WATER & SEWER SYSTEM FUND			2,718,692.70

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 596 W&S PAYROLL REVOLVING FUND							
Department: 0000							
09/05/2024	POOL	671310*	WARREN MUNICIPAL FEDERAL	PAYROLL DEDUCTIONS	23101	0000	8,099.00
09/05/2024	POOL	671313*	MISDU	PAYROLL DEDUCTIONS	23200	0000	711.96
09/05/2024	POOL	671316*	LOCAL U227	UNION DUES DEDUCTIONS	23110	0000	1,830.00
09/05/2024	POOL	671317*	AFLAC GROUP	PAYROLL DEDUCTIONS	23127	0000	1,266.44
				Total for department 0000:			11,907.40
				Total for fund 596 W&S PAYROLL REVOLVING FUND			11,907.40

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 701 UNALLOCATED TAX FUND							
Department: 9701 UNALLOCATED TAX EXPEND							
09/25/2024	POOL	671626	KENNETH K JORDAN	DUPLICATE PAYMENT	96500	9701	4,895.46
09/25/2024	POOL	671627	JEREMY & THORNNA JACKSON	DUPLICATE PAYMENT	96500	9701	3,341.34
09/25/2024	POOL	671628	LERETA LLC	DUPLICATE PAYMENT	96500	9701	3,704.91
09/25/2024	POOL	671658	CORELOGIC CENTRALIZED REFUNDS	DUPLICATE PAYMENT	96500	9701	1,687.65
09/25/2024	POOL	671659	CYNTHIA ROMANOW TTEE	DUPLICATE PAYMENT	96500	9701	502.14
09/25/2024	POOL	671660	LERETA LLC	DUPLICATE PAYMENT	96500	9701	4,918.28
09/25/2024	POOL	671701	RAY L MARTIN	DUPLICATE PAYMENT	96500	9701	1,105.97
09/25/2024	POOL	671702	PHILIP RUCINSKI	DUPLICATE PAYMENT	96500	9701	513.02
09/25/2024	POOL	671703	MIKE ZINN	DUPLICATE PAYMENT	96500	9701	349.02
09/25/2024	POOL	671704	JOSHUA CORNEILLE	DUPLICATE PAYMENT	96500	9701	1,593.29
				Total for department 9701:			22,611.08
				Total for fund 701 UNALLOCATED TAX FUND			22,611.08

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 704 FIRE INSURANCE WITHHOLDNG							
Department: 0000							
09/25/2024	POOL	671661	METALLURGICAL PROCESSING	FIRE INSURANCE WITHHOLDING	28300	0000	55,927.79
				Total for department 0000:			55,927.79
				Total for fund 704 FIRE INSURANCE WITHHOLDNG			55,927.79

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 750 PAYROLL REVOLVING FUND							
Department: 0000							
09/05/2024	POOL	671309	WARREN POLICE OFFICER'S	UNION DUES DEDUCTIONS	23115	0000	14,459.34
09/05/2024	POOL	671310*	WARREN MUNICIPAL FEDERAL	PAYROLL DEDUCTIONS	23101	0000	60,502.00
09/05/2024	POOL	671311	CHPTR 13 STANDING TRUSTEE	PAYROLL DEDUCTION	23200	0000	1,277.74
09/05/2024	POOL	671312	CHPTR 13 STANDING TRUSTEE	PAYROLL DEDUCTION	23200	0000	453.98
09/05/2024	POOL	671313*	MISDU	PAYROLL DEDUCTIONS	23200	0000	9,100.47
09/05/2024	POOL	671316*	LOCAL U227	UNION DUES DEDUCTIONS	23110	0000	6,600.00
09/05/2024	POOL	671317*	AFLAC GROUP	PAYROLL DEDUCTIONS	23127	0000	10,299.69
09/05/2024	POOL	671318	U.S. ASSET MANAGEMENT	PAYROLL DEDUCTION	23200	0000	555.26
09/05/2024	POOL	671319	STATE DISBURSEMENT UNIT	PAYROLL DEDUCTION	23200	0000	294.73
				Total for department 0000:			103,543.21
				Total for fund 750 PAYROLL REVOLVING FUND			103,543.21
			TOTAL - ALL FUNDS				6,885,192.46

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

CITY OF WARREN
BILLS TO BE APPROVED FOR PAYMENT
REGULAR MEETING OF SEPTEMBER 24, 2024

MISCELLANEOUS WIRE TRANSFERS

TRANSFER TO	DATE	AMOUNT
ICMA-DEF COMP	8/8/2024	79,012.76
ICMA-DEF COMP	8/22/2024	80,502.16
ICMA-401A	8/8/2024	154,862.13
ICMA-401A	8/22/2024	156,904.20
ICMA-ROTH IRA	8/8/2024	17,610.23
ICMA-ROTH IRA	8/22/2024	17,660.23
MERS-HCSP	8/8/2024	86,929.36
MERS-HCSP	8/22/2024	91,314.24
VOYA-DEF COMP	8/8/2024	9,865.26
VOYA-DEF COMP	8/22/2024	9,465.26
WAGEWORKS	8/8/2024	20,088.38
WAGEWORKS	8/22/2024	20,821.73
P&F VEBA-EE	8/20/2024	131,927.06
CITY RETIREMENT	8/28/2024	420,937.00
CITY VEBA	8/28/2024	357,032.00
P&F RETIREMENT	8/28/2024	1,324,000.00
P&F VEBA	8/28/2024	715,783.00
COMPONE ADMIN	8/20/2024	21,678.33
ASU GROUP	8/21/2024	26,070.00
ASU GROUP	8/21/2024	17,670.65
MICROSOFT	8/20/2024	3,314.00
AUGUST 2024	TOTAL	$3,763,447.98

WIRES FOR HEALTH CARE CLAIMS

TRANSFER TO	DATE	AMOUNT
BC/BS	8/6/2024	317,208.85
BC/BS	8/13/2024	741,891.35
BC/BS	8/20/2024	559,633.09
BC/BS	8/27/2024	705,516.46
AUGUST 2024	TOTAL	$2,324,249.75

WIRE TRANSFERS TO MACOMB COUNTY

TRANSFER TO	DATE	AMOUNT
MACOMB COUNTY	8/1/2024	89,856.60
MACOMB COUNTY	8/2/2024	46,634.83
MACOMB COUNTY	8/5/2024	154,558.71
MACOMB COUNTY	8/6/2024	273,502.45
MACOMB COUNTY	8/7/2024	160,925.58
MACOMB COUNTY	8/8/2024	113,325.91
MACOMB COUNTY	8/9/2024	109,495.06
MACOMB COUNTY	8/12/2024	71,678.88
MACOMB COUNTY	8/13/2024	168,454.04
MACOMB COUNTY	8/14/2024	185,276.13
MACOMB COUNTY	8/15/2024	136,026.22
MACOMB COUNTY	8/16/2024	236,257.30
MACOMB COUNTY	8/19/2024	381,307.93
MACOMB COUNTY	8/20/2024	641,721.79
MACOMB COUNTY	8/21/2024	115,973.95
MACOMB COUNTY	8/22/2024	351,420.81
MACOMB COUNTY	8/23/2024	366,878.22
MACOMB COUNTY	8/26/2024	339,075.50
MACOMB COUNTY	8/27/2024	474,825.49
MACOMB COUNTY	8/28/2024	188,454.54
MACOMB COUNTY	8/29/2024	352,263.22
MACOMB COUNTY	8/30/2024	6,625,449.86
AUGUST 2024	TOTAL	$11,583,363.02

WIRES FOR FEDERAL W/HOLDING TAX

PAID FROM	DATE	AMOUNT
COMERICA BANK	8/7/2024	519,137.77
COMERICA BANK	8/21/2024	537,335.53
AUGUST 2024	TOTAL	$1,056,473.30

CITY OF WARREN
BILLS TO BE APPROVED FOR PAYMENT
REGULAR MEETING OF SEPTEMBER 24, 2024

WIRE TRANSFERS TO TAXING AUTHORITIES

SCHOOL DISTRICT	8/2/2024	8/9/2024	8/16/2024	8/23/2024	8/30/2024
FITZGERALD	444,758.96	660,953.28	484,540.78	694,507.89	3,297,779.18
VAN DYKE	290,966.21	904,873.05	296,425.71	704,148.21	2,714,750.81
EAST DETROIT	73,937.21	79,586.49	92,636.12	193,488.81	574,774.42
CENTER LINE	312,982.34	271,167.74	320,589.38	404,058.95	2,428,526.61
WARREN WOODS	388,696.55	250,517.60	400,980.68	577,432.22	2,761,502.46
WARREN CON	1,028,966.33	1,240,113.89	1,167,538.40	4,366,159.11	7,541,164.95
MACOMB COMM	0.00	225,922.05	214,731.00	479,464.28	1,834,927.94
MACOMB INTER	715,298.47	825,332.98	732,529.72	1,635,619.15	6,259,634.62
MACOMB COUNTY	1,013,940.96	1,147,191.05	1,045,690.25	3,078,886.81	12,121,401.90
TOTAL	$4,269,547.03	$5,605,658.13	$4,755,662.04	$12,133,765.43	$39,534,462.89

TOTAL FOR AUGUST 2024 DISBURSEMENTS
TO TAXING AUTHORITIES **$66,299,095.52**

CHECK DISBURSEMENT REPORT FOR CITY OF WARREN
CHECK NUMBER 671297 - 671714

Total for fund 101 GENERAL FUND	1,463,603.64
Total for fund 202 MTF ACT 51 MAJOR OPERATNG	139,956.85
Total for fund 203 MTF ACT 51 LOCAL OPERATNG	1,181.25
Total for fund 204 2011 LOCAL STREET R&M	76,617.80
Total for fund 208 RECREATION SPEC REVENUE	82,454.45
Total for fund 226 SANITATION SPECIAL REV	1,372,000.53
Total for fund 230 RENTAL ORDINANCE REVENUE	28.45
Total for fund 250 COMMUNICATIONS	2,383.25
Total for fund 259 INDIGENT DEFENSE FUND	60,495.00
Total for fund 261 DRUG FORFEITURE FUND	68,803.89
Total for fund 271 LIBRARY SPECIAL REVENUE	26,819.64
Total for fund 273 CDBG ENTITLEMENT FUND	9,693.52
Total for fund 277 H.O.M.E.	30,086.35
Total for fund 281 LEAD HAZARD CONTROL GRANT	19,801.65
Total for fund 357 2022 MTF DEBT RETIREMENT	0.00
Total for fund 438 2023 MTF CONSTRUCTION	583,543.86
Total for fund 494 DDA ADMINISTRATION FUND	711.24
Total for fund 536 SENIOR HOUSING - STILWELL	12,337.21
Total for fund 537 SENIOR HOUSING-JOS. COACH	21,991.70
Total for fund 592 WATER & SEWER SYSTEM FUND	2,718,692.70
Total for fund 596 W&S PAYROLL REVOLVING FUND	11,907.40
Total for fund 701 UNALLOCATED TAX FUND	22,611.08
Total for fund 704 FIRE INSURANCE WITHHOLDNG	55,927.79
Total for fund 750 PAYROLL REVOLVING FUND	103,543.21
TOTAL - ALL FUNDS	6,885,192.46

CHECK REGISTER FOR CITY OF WARREN
CHECK NUMBERS 671297 - 671714

Bank POOL COMERICA GENERAL

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/05/2024	POOL	671297	000265	CONSUMERS ENERGY	131.62
09/05/2024	POOL	671298	000323	DTE ENERGY	2,074.72
09/05/2024	POOL	671299	000324	DTE ENERGY	39.88
09/05/2024	POOL	671300	000731	AT&T	51.42
09/05/2024	POOL	671301	011249	ZUNIGA CEMENT CONSTRUCTION INC	36,385.89
09/05/2024	POOL	671302	012239	VERIZON WIRELESS	240.77
09/05/2024	POOL	671303	013470	COMERICA COMML CARD SRVC	140.00
09/05/2024	POOL	671304	013470	COMERICA COMML CARD SRVC	231.64
09/05/2024	POOL	671305	013470	COMERICA COMML CARD SRVC	900.00
09/05/2024	POOL	671306	013470	COMERICA COMML CARD SRVC	152.21
09/05/2024	POOL	671307	013470	COMERICA COMML CARD SRVC	260.00
09/05/2024	POOL	671308	014815	BERGER CHEVROLET INC	52,443.00
09/05/2024	POOL	671309	080004	WARREN POLICE OFFICER'S	14,459.34
09/05/2024	POOL	671310	080009	WARREN MUNICIPAL FEDERAL	68,601.00
09/05/2024	POOL	671311	080079	CHPTR 13 STANDING TRUSTEE	1,277.74
09/05/2024	POOL	671312	080079	CHPTR 13 STANDING TRUSTEE	453.98
09/05/2024	POOL	671313	080118	MISDU	9,812.43
09/05/2024	POOL	671314	080206	BLUE CARE NETWORK	139,995.07
09/05/2024	POOL	671315	080218	BLUE CROSS BLUE SHIELD MI	289,149.50
09/05/2024	POOL	671316	080221	LOCAL U227	8,430.00
09/05/2024	POOL	671317	080242	AFLAC GROUP	11,566.13
09/05/2024	POOL	671318	080247	U.S. ASSET MANAGEMENT	555.26
09/05/2024	POOL	671319	080250	STATE DISBURSEMENT UNIT	294.73
09/12/2024	POOL	671320	000323	DTE ENERGY	3,449.50
09/12/2024	POOL	671321	000502	HAMILTON CHEVROLET INC	68,122.00
09/12/2024	POOL	671322	005686	MICHIGAN DEPT OF TREASURY	3,190.00
09/12/2024	POOL	671323	011091	WOLVERINE FREIGHTLINER EASTSIDE INC	130,512.00
09/12/2024	POOL	671324	011369	AT&T MOBILITY	12,843.32
09/12/2024	POOL	671325	012239	VERIZON WIRELESS	3,348.83
09/12/2024	POOL	671326	014433	WINDSTREAM COMMUNICATIONS INC	8,687.89
09/12/2024	POOL	671327	014815	BERGER CHEVROLET INC	49,527.00
09/12/2024	POOL	671328	015829	WOW! BUSINESS	1,320.99
09/12/2024	POOL	671329	080023	DENCAP	3,933.00
09/25/2024	POOL	671330	000043	ALLIE BROTHERS INC	8,755.02
09/25/2024	POOL	671331	000158	BRONER INC	1,327.30
09/25/2024	POOL	671332	000184	C & G PUBLISHING INC	2,550.00
09/25/2024	POOL	671333	000190	DORNBOS SIGN & SAFETY INC	15,505.00
09/25/2024	POOL	671334	000317	DETROIT CHEMICAL & PAPER	2,001.75
09/25/2024	POOL	671335	000329	OCCUPATIONAL HEALTH CENTERS	4,603.00
09/25/2024	POOL	671336	000348	JACK DOHENY SUPPLIES INC	212.71
09/25/2024	POOL	671337	000371	EJ USA INC	12.80
09/25/2024	POOL	671338	000400	FEDERAL EXPRESS CORP	87.00
09/25/2024	POOL	671339	000400	FEDERAL EXPRESS CORP	36.62
09/25/2024	POOL	671340	000466	GRAINGER INC	5,140.35
09/25/2024	POOL	671341	000502	HAMILTON CHEVROLET INC	7,661.89
09/25/2024	POOL	671342	000634	SUBURBAN LIBRARY	24.00
09/25/2024	POOL	671343	000661	MACOMB COUNTY FINANCE	3,831.60
09/25/2024	POOL	671344	000666	MACOMB COUNTY TREASURER	1,937.50
09/25/2024	POOL	671345	000707	MCNAUGHTON-MCKAY ELECTRIC	459.50
09/25/2024	POOL	671346	000791	MOTION INDUSTRIES INC	332.48
09/25/2024	POOL	671347	000791	MOTION INDUSTRIES INC	195.49
09/25/2024	POOL	671348	000928	REGAL TIRE CO	125.00
09/25/2024	POOL	671349	000965	SUPPLYDEN INC	159.31
09/25/2024	POOL	671350	000986	SATTERLUND SUPPLY COMPANY	166.45
09/25/2024	POOL	671351	001010	SHERWIN-WILLIAMS	777.66
09/25/2024	POOL	671352	001044	GRAYBAR ELECTRIC COMPANY	186.20
09/25/2024	POOL	671353	001054	STATE CHEMICAL SOLUTIONS	603.63
09/25/2024	POOL	671354	001086	TERMINAL SUPPLY CO	588.28
09/25/2024	POOL	671355	001203	CITY OF WARREN	56,473.38
09/25/2024	POOL	671356	001213	TREASURER, CITY OF WARREN	9,487.18
09/25/2024	POOL	671357	001241	WARREN PIPE & SUPPLY CO	250.03
09/25/2024	POOL	671358	001258	WEST GROUP	3,781.12
09/25/2024	POOL	671359	001265	WHOLESALE TOOL CO	75.00
09/25/2024	POOL	671360	001570	PEAKER SERVICES INC (PSI)	3,065.00
09/25/2024	POOL	671361	001700	FISHER SCIENTIFIC	270.23
09/25/2024	POOL	671362	001720	BLACKBURN MANUFACTURING COMPANY	511.90
09/25/2024	POOL	671363	002376	AIELLI CONSTRUCTION CO	8,024.64
09/25/2024	POOL	671364	002443	OSCAR W LARSON CO	815.00
09/25/2024	POOL	671365	002468	MICHIGAN ASSOCIATION OF FIRE CHIEFS	85.00
09/25/2024	POOL	671366	002915	WILLIAM BRANCH	180.00
09/25/2024	POOL	671367	002994	MICHIGAN CAT	2,920.00
09/25/2024	POOL	671368	003193	STATE OF MICHIGAN	35,300.58
09/25/2024	POOL	671369	003257	MICHIGAN STATE FIREMEN'S	1,767.33
09/25/2024	POOL	671370	003260	ROCKET ENTERPRISE INC	595.25
09/25/2024	POOL	671371	003396	SERVICE TOWING INC	410.00
09/25/2024	POOL	671372	003558	INTERSTATE SECURITY INC	90.00
09/25/2024	POOL	671373	003624	MR GAS INC	418.00
09/25/2024	POOL	671374	003773	MICHIGAN ASSOC OF CHIEFS OF POLICE	1,600.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/25/2024	POOL	671375	003851	CANFIELD EQUIP SVC INC	1,100.00
09/25/2024	POOL	671376	003859	KAREN LEMKE	3,060.00
09/25/2024	POOL	671377	003860	KENNETH J WROBEL	1,440.00
09/25/2024	POOL	671378	004071	ASCAP	1,770.00
09/25/2024	POOL	671379	004109	MWEA	95.00
09/25/2024	POOL	671380	004202	MACOMB GROUP	17.28
09/25/2024	POOL	671381	004360	TETRA TECH INC	16,948.00
09/25/2024	POOL	671382	004404	SCHENA ROOFING & SHEET	875.00
09/25/2024	POOL	671383	004462	MAURER'S TEXTILE RENTAL	305.48
09/25/2024	POOL	671384	004540	GOODYEAR TIRE & RUBBER CO	1,266.55
09/25/2024	POOL	671385	004549	COMERICA LEASING	1,208,448.39
09/25/2024	POOL	671386	004562	TRACTION HEAVY DUTY PARTS	51.73
09/25/2024	POOL	671387	004565	DVM UTILITIES INC	96,471.90
09/25/2024	POOL	671388	004604	RADWELL INTERNATIONAL INC	1,275.81
09/25/2024	POOL	671389	004694	PACE ANALYTICAL SERVICES	994.00
09/25/2024	POOL	671390	004699	SOUTH MACOMB DISPOSAL AUTHORITY	105,470.95
09/25/2024	POOL	671391	004700	ETITLE AGENCY INC	40.00
09/25/2024	POOL	671392	004786	FLUKE ELECTRONICS	248.10
09/25/2024	POOL	671393	004818	ALS ENVIRONMENTAL	460.00
09/25/2024	POOL	671394	004848	ENGINEERED SOLUTIONS	6,268.32
09/25/2024	POOL	671395	004906	BAKER'S GAS AND WELDING SUPPLIES	89.13
09/25/2024	POOL	671396	004951	PRESIDIO NETWORKED SOLUTIONS	3,360.00
09/25/2024	POOL	671397	005477	UNITED PARCEL SERVICE	191.68
09/25/2024	POOL	671398	005686	MICHIGAN DEPT OF TREASURY	1,170.00
09/25/2024	POOL	671399	005880	PSP STORES LLC	140.89
09/25/2024	POOL	671400	006175	DAWN M WALTON	3,240.00
09/25/2024	POOL	671401	006187	HOME DEPOT CREDIT SERVICE	312.87
09/25/2024	POOL	671402	006425	COMMERCIAL JANITORIAL	854.92
09/25/2024	POOL	671403	006824	MICHAEL KNOLL	250.00
09/25/2024	POOL	671404	007013	DANUTA DORDESKI	35.00
09/25/2024	POOL	671405	007481	APOLLO FIRE APPARATUS SALES & SERVI	854.74
09/25/2024	POOL	671406	007775	ALL SEASONS OUTDOOR EQUIP	134.09
09/25/2024	POOL	671407	007878	AJAX MATERIALS CORPORATION	6,898.50
09/25/2024	POOL	671408	008133	DEPENDABLE WHOLESALE INC	9,655.77
09/25/2024	POOL	671409	008209	SONYA HRYSHKO	2,640.00
09/25/2024	POOL	671410	008651	QUADIENT INC	180.00
09/25/2024	POOL	671411	008873	KEVIN SCHNEIDER	6,250.00
09/25/2024	POOL	671412	009029	GORDON FOOD SERVICE INC	106.10
09/25/2024	POOL	671413	009144	COLONIAL TITLE	170.00
09/25/2024	POOL	671414	009248	METCO SERVICES INC	3,040.00
09/25/2024	POOL	671415	009298	JENNIFER CHUPA	1,140.00
09/25/2024	POOL	671416	009336	DAVID WORDEN	4,830.00
09/25/2024	POOL	671417	009457	ANDREW M CANU	180.00
09/25/2024	POOL	671418	009541	CREATIVE AWARDS	97.58
09/25/2024	POOL	671419	009698	ANDERSON ECKSTEIN & WESTRICK	107,623.40
09/25/2024	POOL	671420	009703	CDW GOVERNMENT INC	1,513.83
09/25/2024	POOL	671421	009737	HUBBELL ROTH & CLARK INC	317,626.15
09/25/2024	POOL	671422	009796	PHILLIP NAHIRNIAK	328.00
09/25/2024	POOL	671423	009867	ELECTION SYSTEMS & SOFTWARE INC	1,575.00
09/25/2024	POOL	671424	009871	LOWES HOME IMPROVEMENT	62.93
09/25/2024	POOL	671425	009901	OAKLAND COMMUNITY COLLEGE	200.00
09/25/2024	POOL	671426	010045	GREAT LAKES SECURITY HARDWARE	452.14
09/25/2024	POOL	671427	010096	PAUL M MISUKEWICZ	3,600.00
09/25/2024	POOL	671428	010591	LORAINE C KENNY	400.00
09/25/2024	POOL	671429	010843	ULINE INC	3,401.01
09/25/2024	POOL	671430	010861	MATTHEW A LICATA	180.00
09/25/2024	POOL	671431	010875	GOV CONNECTION INC	3,469.07
09/25/2024	POOL	671432	011067	PAUL SCALLY	4,380.00
09/25/2024	POOL	671433	011088	OWEN TREE SERVICE INC	57,023.34
09/25/2024	POOL	671434	011091	WOLVERINE FREIGHTLINER EASTSIDE INC	304.88
09/25/2024	POOL	671435	011219	CINTAS FIRST AID & SAFETY	119.87
09/25/2024	POOL	671436	011219	CINTAS FIRST AID & SAFETY	108.48
09/25/2024	POOL	671437	011249	ZUNIGA CEMENT CONSTRUCTION INC	564,467.90
09/25/2024	POOL	671438	011421	VIL CONSTRUCTION INC	791,078.41
09/25/2024	POOL	671439	011495	INTERNATIONAL CODE OF COUNCIL	310.00
09/25/2024	POOL	671440	011543	JASON MALKIEWICZ	1,710.00
09/25/2024	POOL	671441	011573	MATTHEW FECHT	450.00
09/25/2024	POOL	671442	011751	RESOLUTION CENTER THE	1,750.00
09/25/2024	POOL	671443	011876	VINCENZO MANZELLA	420.00
09/25/2024	POOL	671444	011877	JAMES B ROONEY	660.00
09/25/2024	POOL	671445	011961	QUALITY FIRST AID & SAFETY INC	831.63
09/25/2024	POOL	671446	012050	ERIC LUNDQUIST JR	990.00
09/25/2024	POOL	671447	012133	MJ ENVIRONMENTAL INC	1,225.00
09/25/2024	POOL	671448	012352	A & F WATER HEATER & SPA SERVICE	1,278.00
09/25/2024	POOL	671449	012370	MANDO CONSTRUCTION INC	27,117.50
09/25/2024	POOL	671450	012460	KATHERINE HOM	120.00
09/25/2024	POOL	671451	012499	EGI SOLUTIONS	755.00
09/25/2024	POOL	671452	012531	DANA FREERS	360.00
09/25/2024	POOL	671453	012833	JH HART URBAN FORESTRY	2,310.00
09/25/2024	POOL	671454	012860	SUSAN R COLE	840.00
09/25/2024	POOL	671455	013008	ELITE TRAUMA CLEAN UP INC	100.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/25/2024	POOL	671456	013016	STATE OF MICHIGAN - MSPLA	43.25
09/25/2024	POOL	671457	013066	SHREDCORP	84.00
09/25/2024	POOL	671458	013199	AVIS CHOULAGH LAW PLLC	3,900.00
09/25/2024	POOL	671459	013226	EMERGENCY VEHICLES PLUS	4,183.79
09/25/2024	POOL	671460	013237	HELLEBUYCKS POWER EQUIP	201.93
09/25/2024	POOL	671461	013294	JOHN MILLER	500.00
09/25/2024	POOL	671462	013314	JOHNSON CONTROLS INC	6,120.24
09/25/2024	POOL	671463	013332	DIGIGRAPHX	1,791.00
09/25/2024	POOL	671464	013336	LANDSCAPE SERVICE INC	72,379.01
09/25/2024	POOL	671465	013361	METAL MART USA	144.00
09/25/2024	POOL	671466	013413	ALERT ALL CORP	3,990.00
09/25/2024	POOL	671467	013442	FIRE SERVICE MANAGEMENT	219.00
09/25/2024	POOL	671468	013452	PM TECHNOLOGIES	88.31
09/25/2024	POOL	671469	013577	RKA PETROLEUM COMPANIES	21,193.29
09/25/2024	POOL	671470	013701	ROGER ANTHONY DESMET	1,250.00
09/25/2024	POOL	671471	013751	IGNITED LIGHT AND SOUND	7,400.00
09/25/2024	POOL	671472	014050	MIDWEST TAPES	753.96
09/25/2024	POOL	671473	014130	JAMES R HILLER	900.00
09/25/2024	POOL	671474	014255	PREFERRED TONER SOLUTIONS	259.80
09/25/2024	POOL	671475	014308	GENEVIEVE LYNN TAYLOR	180.00
09/25/2024	POOL	671476	014309	ALAN J SAOUD	420.00
09/25/2024	POOL	671477	014359	APCO SUPPLY	2,312.11
09/25/2024	POOL	671478	014429	MICHIGAN STATE POLICE	240.00
09/25/2024	POOL	671479	014430	SMART START MICHIGAN	110.00
09/25/2024	POOL	671480	014492	APPLE INC	1,499.00
09/25/2024	POOL	671481	014530	CLAUDETTE ROBINSON	75.00
09/25/2024	POOL	671482	014594	SUBURBAN LIBRARY CO-OP	5,560.00
09/25/2024	POOL	671483	014619	D/A CENTRAL INC	5,671.41
09/25/2024	POOL	671484	014635	COMPONE ADMINISTRATORS	40,686.80
09/25/2024	POOL	671485	014656	UNIQUE MANAGEMENT	446.65
09/25/2024	POOL	671486	014867	MICRO CENTER	122.94
09/25/2024	POOL	671487	014993	CITY ELECTRIC SUPPLY	165.60
09/25/2024	POOL	671488	015025	GRIFFIN PEST SOLUTIONS INC	3,598.00
09/25/2024	POOL	671489	015071	HALLAHAN & ASSOCIATES PC	12,914.45
09/25/2024	POOL	671490	015114	JEFFREY MIDDLETON	300.00
09/25/2024	POOL	671491	015189	STATE OF MICHIGAN	75.00
09/25/2024	POOL	671492	015218	PRIORITY DISPATCH CORP	245.00
09/25/2024	POOL	671493	015247	GREAT LAKES GRAPHICS INC	26,503.63
09/25/2024	POOL	671494	015316	FREDRICKSON SUPPLY LLC	354.19
09/25/2024	POOL	671495	015379	STEPHEN SELL	25.00
09/25/2024	POOL	671496	015453	WARREN G SMITH JR	75.00
09/25/2024	POOL	671497	015475	GENUINE PARTS COMPANY	2,673.06
09/25/2024	POOL	671498	015549	EDWARD TROJANOWSKI	2,340.00
09/25/2024	POOL	671499	015558	APPLIED INNOVATION	2,985.75
09/25/2024	POOL	671500	015778	MTECH COMPANY	936.47
09/25/2024	POOL	671501	015808	MICHAEL OWCZAREK	103.00
09/25/2024	POOL	671502	015856	KIMBERLY DIBARTOLOMEO	450.00
09/25/2024	POOL	671503	015873	DTE ELECTRIC COMPANY	124.50
09/25/2024	POOL	671504	015874	LINGUISTICA INTERNATIONAL	122.33
09/25/2024	POOL	671505	015936	BRICCO EXCAVATING	748,049.24
09/25/2024	POOL	671506	015937	WORLDWIDE INTERPRETERS	855.87
09/25/2024	POOL	671507	016031	CHARLES M MERLO	300.00
09/25/2024	POOL	671508	016034	MAJIK GRAPHICS INC	3,920.00
09/25/2024	POOL	671509	016115	PAMAR ENTERPRISES INC	31,036.96
09/25/2024	POOL	671510	016137	PSYBUS PC	3,650.00
09/25/2024	POOL	671511	016159	HUNTINGTON NATIONAL BANK	1,000.00
09/25/2024	POOL	671512	016242	CASPER CORPORATION	122.50
09/25/2024	POOL	671513	016310	SIGNING PROS LLC	502.98
09/25/2024	POOL	671514	016311	SAFEWARE INC	66,065.00
09/25/2024	POOL	671515	016346	MICHAEL F MACHERZAK	1,320.00
09/25/2024	POOL	671516	016437	SIGNAL SYSTEMS INC	252.30
09/25/2024	POOL	671517	016505	MITCHELL DECOOK	25.00
09/25/2024	POOL	671518	016513	PAMELA M KROLL	2,610.00
09/25/2024	POOL	671519	016549	MATTHEW WIERMAN	25.00
09/25/2024	POOL	671520	016627	DEBORAH WEIHERMULLER	2,500.00
09/25/2024	POOL	671521	016689	KIMBERLY M LUBINSKI	360.00
09/25/2024	POOL	671522	016792	CHRISTOPHER LIPKA	150.00
09/25/2024	POOL	671523	016856	FIVE STAR LANGUAGES	160.00
09/25/2024	POOL	671524	016876	INDUSTRIAL FOOTWEAR LLC	1,471.00
09/25/2024	POOL	671525	016894	M & K HOLDING COMPANY	950.52
09/25/2024	POOL	671526	016935	SUPERIOR EXCAVATING INC	182,094.26
09/25/2024	POOL	671527	016955	PROGRESSIVE PLUMBING SUPPLY	70.45
09/25/2024	POOL	671528	016985	GLOBAL INTERPRETING SERVICES	252.79
09/25/2024	POOL	671529	016994	GFL ENVIRONMENTAL USA INC	36,475.50
09/25/2024	POOL	671530	017043	EXTREME TOOLING LLC	780.00
09/25/2024	POOL	671531	017080	OSBURN INDUSTRIES INC	1,347.58
09/25/2024	POOL	671532	017085	EVOQUA WATER TECHNOLOGIES	359.00
09/25/2024	POOL	671533	017095	BARUZZINI CONTRACTING LLC	2,054.74
09/25/2024	POOL	671534	017185	THE ASU GROUP	79,016.59
09/25/2024	POOL	671535	017186	T-MOBILE USA INC	1,645.18
09/25/2024	POOL	671536	017204	TRAPS AND TAILS LLC	1,100.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/25/2024	POOL	671537	017223	CORE & MAIN LP	344.00
09/25/2024	POOL	671538	017233	THE ASU GROUP (SERVICE FEES)	750.00
09/25/2024	POOL	671539	017251	POSITIVE CONCEPTS INC	1,135.00
09/25/2024	POOL	671540	017261	NATHAN MOEHLIG	404.00
09/25/2024	POOL	671541	017291	CARL F JARBOE	1,050.00
09/25/2024	POOL	671542	017292	MARK VRANA	1,110.00
09/25/2024	POOL	671543	017304	DSI MEDICAL SERVICES INC	117.00
09/25/2024	POOL	671544	017319	BROADCAST SELECTIONS & SALES INC	4,990.00
09/25/2024	POOL	671545	017331	JON EPPICH	82.00
09/25/2024	POOL	671546	017404	OFFICE EQUIPMENT RESOURCES INC	70.00
09/25/2024	POOL	671547	017423	ROY SMITH COMPANY	141.00
09/25/2024	POOL	671548	017425	MICHELLE LUNDQUIST	1,620.00
09/25/2024	POOL	671549	017435	GEORGE N ANTHONY	176.26
09/25/2024	POOL	671550	017450	FITNESS THINGS INC	185.00
09/25/2024	POOL	671551	017550	RICHARD CERVENAK	1,650.00
09/25/2024	POOL	671552	017609	ROY M GRUENBURG	570.00
09/25/2024	POOL	671553	017738	PRIORITY WASTE LLC	744.04
09/25/2024	POOL	671554	017777	SULTANA CHOWDHURY	75.00
09/25/2024	POOL	671555	017849	LAFORCE INC	534.00
09/25/2024	POOL	671556	017870	JOHN C CAHALAN PLLC	1,320.00
09/25/2024	POOL	671557	018001	AMERICAN PEST CONTROL INC	322.00
09/25/2024	POOL	671558	018014	TEDESCO BUILDING SERVICES INC	5,750.67
09/25/2024	POOL	671559	018061	ANIMAL HOUSE PET SERVICES	7,354.00
09/25/2024	POOL	671560	018078	METCOM INC	988.20
09/25/2024	POOL	671561	018239	QUALIFIED CONSTRUCTION CORPORATION	21,581.00
09/25/2024	POOL	671562	018267	SMART PLANET SOFTWARE	35.00
09/25/2024	POOL	671563	018336	COMMERCIAL CONTRACTING CORPORATION	391,904.10
09/25/2024	POOL	671564	018339	TK ELEVATOR CORPORATION	3,178.23
09/25/2024	POOL	671565	018340	DENIS LEDUC	1,465.12
09/25/2024	POOL	671566	018351	ALBERT M SOPHIEA P.C.	1,960.00
09/25/2024	POOL	671567	018361	JERRY WEIMER CONSULTING LLC	2,480.00
09/25/2024	POOL	671568	018366	SHELBY GENERATOR INC	1,632.00
09/25/2024	POOL	671569	018368	MERLE BONIECKI	75.00
09/25/2024	POOL	671570	018392	TANIA GHANEM	1,050.00
09/25/2024	POOL	671571	018395	TIMMONS GROUP INC	742.50
09/25/2024	POOL	671572	018404	EAGLES TOOLS DISTRIBUTION LLC	374.00
09/25/2024	POOL	671573	018405	SIGNPRO CO INC	288.75
09/25/2024	POOL	671574	018428	AMERICAN HEART ASSOCIATION INC	6,468.00
09/25/2024	POOL	671575	018431	ASCENTIS CORPORATION	1,590.80
09/25/2024	POOL	671576	018453	IMAGE PRINTING COMPANY INC	1,868.13
09/25/2024	POOL	671577	018478	SUPREME SWEEPING SERVICES INC	450.00
09/25/2024	POOL	671578	018483	JAKAB BONNER	25.00
09/25/2024	POOL	671579	018489	CAROLE ANN MURRAY	1,260.00
09/25/2024	POOL	671580	018599	DANIEL G DEVINE	150.00
09/25/2024	POOL	671581	018600	SUMMER TOCCO	150.00
09/25/2024	POOL	671582	018635	AUTO & TRUCK ACCESSORIES	329.00
09/25/2024	POOL	671583	018642	LIMB WALKERS TREE & SNOW	2,755.00
09/25/2024	POOL	671584	018689	PREMIER GROUP ASSOCIATES LC	5,093.00
09/25/2024	POOL	671585	018726	HUMANE SOCIETY OF MACOMB	40.00
09/25/2024	POOL	671586	018736	ODP BUSINESS SOLUTIONS LLC	6,068.72
09/25/2024	POOL	671587	018868	DELWAR HUSSAIN ANSAR	75.00
09/25/2024	POOL	671588	018902	MOTOR CITY AQUARIUM SERVICES	950.00
09/25/2024	POOL	671589	018936	VERIZON CONNECT FLEET USA LLC	9,444.92
09/25/2024	POOL	671590	018954	VARIETY FOODSERVICES INC	315.36
09/25/2024	POOL	671591	018970	BMW KAR WASH LLC	4.75
09/25/2024	POOL	671592	018972	PREMIER BUILDER INC	1,300.00
09/25/2024	POOL	671593	019022	PAULA M SAUBER	612.00
09/25/2024	POOL	671594	019036	COMCAST CABLE COMMUNICATIONS	1,330.00
09/25/2024	POOL	671595	019083	ROWLEYS WHOLESALE	4,788.97
09/25/2024	POOL	671596	019107	AMAZON CAPITAL SERVICES INC	550.94
09/25/2024	POOL	671597	019108	FRIENDLY CHRYSLER JEEP	2,630.00
09/25/2024	POOL	671598	019159	PERNICANO LAW PLLC	775.00
09/25/2024	POOL	671599	019165	ENVIRONMENTAL EXPRESS INC	3,042.77
09/25/2024	POOL	671600	019184	CHRISTOPHER METRY PLLC	180.00
09/25/2024	POOL	671601	019300	ADVANCED IT PROFESSIONALS LLC	150.00
09/25/2024	POOL	671602	019309	REXPOINTE KENNELS	220.00
09/25/2024	POOL	671603	019326	G & A CLEANING INC	10,302.16
09/25/2024	POOL	671604	019341	BIRKS WORKS ENVIRONMENTAL LLC	10,360.00
09/25/2024	POOL	671605	019377	ADRIANA ROSE PICCIRILLI	150.00
09/25/2024	POOL	671606	019390	NOWAK & FRAUS PLLC	9,610.00
09/25/2024	POOL	671607	019434	NINA WARDA	810.00
09/25/2024	POOL	671608	019441	AIRGAS USA LLC	1,214.07
09/25/2024	POOL	671609	019443	GAPVAX INC	141.59
09/25/2024	POOL	671610	019467	MACQUEEN	130,939.18
09/25/2024	POOL	671611	019472	FERT-SCAPE INC	900.00
09/25/2024	POOL	671612	019496	GLSCO	324.00
09/25/2024	POOL	671613	019527	TRACIE DUNCAN	312.49
09/25/2024	POOL	671614	019539	BLUE WATER INDUSTRIAL PRODUCTS	72.00
09/25/2024	POOL	671615	019546	KIJERO, LLC	2,350.00
09/25/2024	POOL	671616	019549	ANDREY DUZYJ	75.00
09/25/2024	POOL	671617	019550	MICHAEL HOLOWATY	75.00

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/25/2024	POOL	671618	019551	SYED HOQUE	75.00
09/25/2024	POOL	671619	019567	WENSCO SIGN SUPPLY	822.29
09/25/2024	POOL	671620	019582	FIRE SMART PROMOTIONS	1,472.50
09/25/2024	POOL	671621	019598	MP PREDICTIVE TECHNOLOGIES INC	2,103.78
09/25/2024	POOL	671622	019604	MGT OF AMERICA CONSULTING LLC	5,731.16
09/25/2024	POOL	671623	080023	DENCAP	1,442.00
09/25/2024	POOL	671624	080100	DELTA DENTAL OF MICHIGAN	18,885.44
09/25/2024	POOL	671625	080101	DELTA DENTAL OF MICHIGAN	31,545.58
09/25/2024	POOL	671626	099998	KENNETH K JORDAN	4,895.46
09/25/2024	POOL	671627	099998	JEREMY & THORNNA JACKSON	3,341.34
09/25/2024	POOL	671628	099998	LERETA LLC	3,704.91
09/25/2024	POOL	671629	099998	ZACHARY BARANSKI	38.30
09/25/2024	POOL	671630	099998	MICHAEL BIELICKI	40.70
09/25/2024	POOL	671631	099998	ROBIN BRUNELL	40.70
09/25/2024	POOL	671632	099998	ANDREW COPP	40.70
09/25/2024	POOL	671633	099998	COLLEEN DEMARIA	38.70
09/25/2024	POOL	671634	099998	DAVID EBERHART	15.40
09/25/2024	POOL	671635	099998	KAREN GRESCHAK	38.70
09/25/2024	POOL	671636	099998	MICHAEL HENRY	39.90
09/25/2024	POOL	671637	099998	MARK JOWERS	40.30
09/25/2024	POOL	671638	099998	JAMES KNERR III	39.90
09/25/2024	POOL	671639	099998	ELIZABETH LAWRENCE	38.70
09/25/2024	POOL	671640	099998	JAQULYN LUKASIK	39.50
09/25/2024	POOL	671641	099998	AYSHA MILI	39.90
09/25/2024	POOL	671642	099998	ANN NAHAJEWSKI	42.30
09/25/2024	POOL	671643	099998	MELANIE OLOW	39.90
09/25/2024	POOL	671644	099998	KEVIN PETERS	15.60
09/25/2024	POOL	671645	099998	SARAH RAMM	41.50
09/25/2024	POOL	671646	099998	LINDA ROTARIUS	39.50
09/25/2024	POOL	671647	099998	GLEN SCHWARTZ	41.50
09/25/2024	POOL	671648	099998	ROSETTA SMITH	40.70
09/25/2024	POOL	671649	099998	MELANIE STOETZER	40.30
09/25/2024	POOL	671650	099998	ANDREA TRIBUNE	43.90
09/25/2024	POOL	671651	099998	NICK VOYDANOFF	39.90
09/25/2024	POOL	671652	099998	RASHAWNDA WILLIAMS	41.50
09/25/2024	POOL	671653	099998	NORTHSTAR FINANCIAL GROUP INC	150.00
09/25/2024	POOL	671654	099998	STEALTH LOGISTICS INC	4,779.00
09/25/2024	POOL	671655	099998	JB DONALDSON CO	1,765.00
09/25/2024	POOL	671656	099998	NORTH AMERICAN GRAPHICS SERVICES	130.00
09/25/2024	POOL	671657	099998	CHRISTOPHER RYBICKI	4,005.00
09/25/2024	POOL	671658	099998	CORELOGIC CENTRALIZED REFUNDS	1,687.65
09/25/2024	POOL	671659	099998	CYNTHIA ROMANOW TTEE	502.14
09/25/2024	POOL	671660	099998	LERETA LLC	4,918.28
09/25/2024	POOL	671661	099998	METALLURGICAL PROCESSING	55,927.79
09/25/2024	POOL	671662	099998	TITLE PARTNERS LLC	798.76
09/25/2024	POOL	671663	099998	TAX PAYMENT PROCESSING	283.89
09/25/2024	POOL	671664	099998	SUMMIT TITLE	706.97
09/25/2024	POOL	671665	099998	PEGASUS TITLE SERVICE	20.35
09/25/2024	POOL	671666	099998	REPUTATION FIRST TITLE AGENCY LLC	1,496.08
09/25/2024	POOL	671667	099998	FIDELITY NATIONAL TITLE COMPANY	1,906.96
09/25/2024	POOL	671668	099998	CAPITAL TITLE	38.80
09/25/2024	POOL	671669	099998	SURENDRA OR VALMIK KELWALA	50.00
09/25/2024	POOL	671670	099998	CORELOGIC TAX SERVICES LLC	733.23
09/25/2024	POOL	671671	099998	TOP TITLE GROUP LLC	11.65
09/25/2024	POOL	671672	099998	TOP TITLE GROUP LLC	2.17
09/25/2024	POOL	671673	099998	HOLLY AMORE	3,043.30
09/25/2024	POOL	671674	099998	EPIC TITLE SERVICES LLC	2,859.96
09/25/2024	POOL	671675	099998	TOP CHOICE TITLE, LLC	1,561.54
09/25/2024	POOL	671676	099998	CAPITAL TITLE	115.42
09/25/2024	POOL	671677	099998	CITY OF WARREN	435.90
09/25/2024	POOL	671678	099998	CASEMEIR ZOMERFELD	6.00
09/25/2024	POOL	671679	099998	CLYDE GAGNON	14.18
09/25/2024	POOL	671680	099998	RYAN LLC	14,635.26
09/25/2024	POOL	671681	099998	MADISON SETTLEMENT SERVICES LLC	1,460.36
09/25/2024	POOL	671682	099998	CAPITAL TITLE	1,183.59
09/25/2024	POOL	671683	099998	KAREN T SERGOLIA	58.40
09/25/2024	POOL	671684	099998	PRIMARY TITLE AGENCY	3,276.30
09/25/2024	POOL	671685	099998	AMROCK LLC	3,308.30
09/25/2024	POOL	671686	099998	FIDELITY NATIONAL TITLE COMPANY	572.20
09/25/2024	POOL	671687	099998	VANGUARD TITLE INSURANCE AGENCY	16.30
09/25/2024	POOL	671688	099998	IDEAL TITLE LLC	2,768.72
09/25/2024	POOL	671689	099998	LJL RENTALS	147.61
09/25/2024	POOL	671690	099998	PETRA TITLE AGENCY	2,398.14
09/25/2024	POOL	671691	099998	PARTNERS TITLE	1,468.17
09/25/2024	POOL	671692	099998	MAXIMUS TITLE AGENCY LLC	1,821.66
09/25/2024	POOL	671693	099998	CISLO TITLE COMPANY	1,843.94
09/25/2024	POOL	671694	099998	TITLE ONE, INC	1,614.55
09/25/2024	POOL	671695	099998	PETRA TITLE AGENCY	1,409.76
09/25/2024	POOL	671696	099998	CORELOGIC TAX SERVICES LLC	1,800.00
09/25/2024	POOL	671697	099998	VISIONARY TITLE AGENCY, LLC	2,022.73
09/25/2024	POOL	671698	099998	PREMIER TITLE AGENCY LLC	1,242.75

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/25/2024	POOL	671699	099998	MICHIGAN INVESTMENT TITLE INC	875.72
09/25/2024	POOL	671700	099998	DEVON TITLE AGENCY	2,471.22
09/25/2024	POOL	671701	099998	RAY L MARTIN	1,105.97
09/25/2024	POOL	671702	099998	PHILIP RUCINSKI	513.02
09/25/2024	POOL	671703	099998	MIKE ZINN	349.02
09/25/2024	POOL	671704	099998	JOSHUA CORNEILLE	1,593.29
09/25/2024	POOL	671705	099998	ESTATE OF CLARENCE R SWITALSKI	173.96
09/25/2024	POOL	671706	099998	LANZO CONSTRUCTION	500.00
09/25/2024	POOL	671707	099998	DEBUCK CONSTRUCTION	454.96
09/25/2024	POOL	671708	004896	METRO CONTROLS INC	7,721.18
09/25/2024	POOL	671709	005569	DALES LANDSCAPING SUPPLY	66.50
09/25/2024	POOL	671710	009327	MOTOROLA SOLUTIONS INC	59,912.08
09/25/2024	POOL	671711	014505	STRYKER SALES CORPORATION	1,228.29
09/25/2024	POOL	671712	014756	CREST FORD INC	1,345.74
09/25/2024	POOL	671713	015678	KIESLER POLICE SUPPLY INC	16,000.00
09/25/2024	POOL	671714	016454	SCI FLOOR COVERING INC	1,655.28

POOL TOTALS:

Total of 418 Checks:	6,885,192.46
Less 0 Void Checks:	0.00
Total of 418 Disbursements:	6,885,192.46

CHECK DISBURSEMENT REPORT FOR CITY OF WARREN
CHECK NUMBER 671297 - 671714

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
09/05/2024	POOL	671314#	BLUE CARE NETWORK	HEALTH INSURANCE PREMIUM	23121	0000	698.28
09/05/2024	POOL	671315#	BLUE CROSS BLUE SHIELD MI	INSURANCE PREMIUM	23121	0000	205.10
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	09495	0000	22.73
09/25/2024	POOL	671330	ALLIE BROTHERS INC	CLOTHING ALLOWANCE	20286	0000	110.00
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				CLOTHING ALLOWANCE	20286	0000	15.99
				CLOTHING ALLOWANCE	20286	0000	15.00
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				CLOTHING ALLOWANCE	20286	0000	89.97
				CLOTHING ALLOWANCE	20286	0000	64.99
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
				CLOTHING ALLOWANCE	20286	0000	3.00
				CLOTHING ALLOWANCE	20286	0000	110.00
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				CLOTHING ALLOWANCE	20286	0000	100.00
				CLOTHING ALLOWANCE	20286	0000	95.00
				CLOTHING ALLOWANCE	20286	0000	41.99
				CLOTHING ALLOWANCE	20286	0000	14.99
				CLOTHING ALLOWANCE	20286	0000	31.98
				CLOTHING ALLOWANCE	20286	0000	110.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
				CLOTHING ALLOWANCE	20286	0000	66.99
				CLOTHING ALLOWANCE	20286	0000	64.99
				CLOTHING ALLOWANCE	20286	0000	18.99
				CLOTHING ALLOWANCE	20286	0000	33.98
				CLOTHING ALLOWANCE	20286	0000	95.00
				CLOTHING ALLOWANCE	20286	0000	25.00
				CLOTHING ALLOWANCE	20286	0000	46.19
				CLOTHING ALLOWANCE	20286	0000	3.00
				CLOTHING ALLOWANCE	20286	0000	95.00
				CLOTHING ALLOWANCE	20286	0000	26.99
				CLOTHING ALLOWANCE	20286	0000	66.99
				CLOTHING ALLOWANCE	20286	0000	179.98
				CLOTHING ALLOWANCE	20286	0000	125.98
				CLOTHING ALLOWANCE	20286	0000	90.00
				CLOTHING ALLOWANCE	20286	0000	10.00
				CLOTHING ALLOWANCE	20286	0000	6.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	399.99
				CLOTHING ALLOWANCE	20286	0000	3.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	59.98
				CLOTHING ALLOWANCE	20286	0000	50.99
				CLOTHING ALLOWANCE	20286	0000	15.99
				CLOTHING ALLOWANCE	20286	0000	6.99
				CLOTHING ALLOWANCE	20286	0000	49.98
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	399.99
				CLOTHING ALLOWANCE	20286	0000	28.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CLOTHING ALLOWANCE	20286	0000	41.99
				CLOTHING ALLOWANCE	20286	0000	19.99
				CLOTHING ALLOWANCE	20286	0000	14.99
				CLOTHING ALLOWANCE	20286	0000	11.25
				CLOTHING ALLOWANCE	20286	0000	15.99
				CLOTHING ALLOWANCE	20286	0000	169.98
				CLOTHING ALLOWANCE	20286	0000	59.98
				CLOTHING ALLOWANCE	20286	0000	20.00
				CLOTHING ALLOWANCE	20286	0000	110.00
				CHECK POOL 671330 TOTAL FOR FUND 101:			8,755.02
09/25/2024	POOL	671333	DORNBOS SIGN & SAFETY INC	SIGN BLANKS	10900	0000	4,492.50
				SIGN BLANKS	10900	0000	4,897.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
				SIGN BLANKS	10900	0000	6,115.00
				CHECK POOL 671333 TOTAL FOR FUND 101:			15,505.00
09/25/2024	POOL	671344	MACOMB COUNTY TREASURER	TRAILER PARK RENTALS	22001	0000	1,937.50
09/25/2024	POOL	671484	COMPONE ADMINISTRATORS	WORKERS COMPENSATION	12400	0000	(21,678.33)
				WORKERS COMPENSATION	20525	0000	3,189.16
				WORKERS COMPENSATION	20525	0000	30,596.57
				WORKERS COMPENSATION	20525	0000	24,904.40
				WORKERS COMPENSATION	20525	0000	3,675.00
				CHECK POOL 671484 TOTAL FOR FUND 101:			40,686.80
09/25/2024	POOL	671503	DTE ELECTRIC COMPANY	ESCROW REFUND 22-5594	25603	0000	124.50
09/25/2024	POOL	671524	INDUSTRIAL FOOTWEAR LLC	CLOTHING ALLOWANCE	20286	0000	150.00
				CLOTHING ALLOWANCE	20286	0000	20.00
				CLOTHING ALLOWANCE	20286	0000	295.00
				CLOTHING ALLOWANCE	20286	0000	150.00
				CLOTHING ALLOWANCE	20286	0000	12.00
				CLOTHING ALLOWANCE	20286	0000	365.00
				CLOTHING ALLOWANCE	20286	0000	12.00
				CLOTHING ALLOWANCE	20286	0000	200.00
				CLOTHING ALLOWANCE	20286	0000	20.00
				CLOTHING ALLOWANCE	20286	0000	140.00
				CLOTHING ALLOWANCE	20286	0000	15.00
				CLOTHING ALLOWANCE	20286	0000	29.00
				CLOTHING ALLOWANCE	20286	0000	63.00
				CHECK POOL 671524 TOTAL FOR FUND 101:			1,471.00
09/25/2024	POOL	671526*#	SUPERIOR EXCAVATING INC	STORM SEWER REPAIRS	21000	0000	(145,935.29)
				STORM SEWER REPAIRS	21001	0000	(14,593.53)
				STORM SEWER REPAIRS	21097	0000	145,935.29
				CHECK POOL 671526 TOTAL FOR FUND 101:			(14,593.53)
09/25/2024	POOL	671534#	THE ASU GROUP	AUG24	12400	0000	(17,670.65)
				AUG24	12400	0000	(26,070.00)
				CHECK POOL 671534 TOTAL FOR FUND 101:			(43,740.65)
09/25/2024	POOL	671594	COMCAST CABLE COMMUNICATIONS	ESCROW REFUND 22-5588	25603	0000	1,000.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
				ESCROW REFUND 22-5589	25603	0000	330.00
				CHECK POOL 671594 TOTAL FOR FUND 101:			1,330.00
09/25/2024	POOL	671624#	DELTA DENTAL OF MICHIGAN	RETIREES DENTAL INSURANCE	23104	0000	9,442.85
09/25/2024	POOL	671625#	DELTA DENTAL OF MICHIGAN	P&F RETIREES DENTAL	23104	0000	1,412.50
				P&F RETIREES DENTAL	23104	0000	38.14
				P&F RETIREES DENTAL	23104	0000	2,452.15
				P&F RETIREES DENTAL	23104	0000	168.13
				P&F RETIREES DENTAL	23104	0000	11,586.52
				P&F RETIREES DENTAL	23124	0000	43.48
				CHECK POOL 671625 TOTAL FOR FUND 101:			15,700.92
09/25/2024	POOL	671654	STEALTH LOGISTICS INC	ESCROW REFUND 22-5659	25603	0000	4,779.00
09/25/2024	POOL	671655	JB DONALDSON CO	ESCROW REFUND 23-5735	25603	0000	1,765.00
09/25/2024	POOL	671656	NORTH AMERICAN GRAPHICS SERVICES	ESCROW REFUND 24-5832	25603	0000	130.00
09/25/2024	POOL	671662	TITLE PARTNERS LLC	OVERPAYMENT	27500	0000	798.76
09/25/2024	POOL	671663	TAX PAYMENT PROCESSING	OVERPAYMENT	27500	0000	283.89
09/25/2024	POOL	671664	SUMMIT TITLE	OVERPAYMENT	27500	0000	706.97
09/25/2024	POOL	671665	PEGASUS TITLE SERVICE	OVERPAYMENT	27500	0000	20.35
09/25/2024	POOL	671666	REPUTATION FIRST TITLE AGENCY LLC	OVERPAYMENT	27500	0000	1,496.08
09/25/2024	POOL	671667	FIDELITY NATIONAL TITLE COMPANY	OVERPAYMENT	27500	0000	1,906.96
09/25/2024	POOL	671668	CAPITAL TITLE	OVERPAYMENT	27500	0000	38.80
09/25/2024	POOL	671669	SURENDRA OR VALMIK KELWALA	OVERPAYMENT	27500	0000	50.00
09/25/2024	POOL	671670	CORELOGIC TAX SERVICES LLC	OVERPAYMENT	27500	0000	733.23
09/25/2024	POOL	671671	TOP TITLE GROUP LLC	OVERPAYMENT	27500	0000	11.65
09/25/2024	POOL	671672	TOP TITLE GROUP LLC	OVERPAYMENT	27500	0000	2.17
09/25/2024	POOL	671673	HOLLY AMORE	OVERPAYMENT	27500	0000	3,043.30
09/25/2024	POOL	671674	EPIC TITLE SERVICES LLC	OVERPAYMENT	27500	0000	2,859.96
09/25/2024	POOL	671675	TOP CHOICE TITLE, LLC	OVERPAYMENT	27500	0000	1,561.54
09/25/2024	POOL	671676	CAPITAL TITLE	OVERPAYMENT	27500	0000	115.42
09/25/2024	POOL	671677	CITY OF WARREN	OVERPAYMENT	27500	0000	435.90

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0000							
09/25/2024	POOL	671678	CASEMEIR ZOMERFELD	OVERPAYMENT	27500	0000	6.00
09/25/2024	POOL	671679	CLYDE GAGNON	OVERPAYMENT	27500	0000	14.18
09/25/2024	POOL	671680	RYAN LLC	OVERPAYMENT	27500	0000	14,635.26
09/25/2024	POOL	671681	MADISON SETTLEMENT SERVICES LLC	OVERPAYMENT	27500	0000	1,460.36
09/25/2024	POOL	671682	CAPITAL TITLE	OVERPAYMENT	27500	0000	1,183.59
09/25/2024	POOL	671683	KAREN T SERGOLIA	OVERPAYMENT	27500	0000	58.40
09/25/2024	POOL	671684	PRIMARY TITLE AGENCY	OVERPAYMENT	27500	0000	3,276.30
09/25/2024	POOL	671685	AMROCK LLC	OVERPAYMENT	27500	0000	3,308.30
09/25/2024	POOL	671686	FIDELITY NATIONAL TITLE COMPANY	OVERPAYMENT	27500	0000	572.20
09/25/2024	POOL	671687	VANGUARD TITLE INSURANCE AGENCY	OVERPAYMENT	27500	0000	16.30
09/25/2024	POOL	671688	IDEAL TITLE LLC	OVERPAYMENT	27500	0000	2,768.72
09/25/2024	POOL	671689	LJL RENTALS	OVERPAYMENT	27500	0000	147.61
09/25/2024	POOL	671690	PETRA TITLE AGENCY	OVERPAYMENT	27500	0000	2,398.14
09/25/2024	POOL	671691	PARTNERS TITLE	OVERPAYMENT	27500	0000	1,468.17
09/25/2024	POOL	671692	MAXIMUS TITLE AGENCY LLC	OVERPAYMENT	27500	0000	1,821.66
09/25/2024	POOL	671693	CISLO TITLE COMPANY	OVERPAYMENT	27500	0000	1,843.94
09/25/2024	POOL	671694	TITLE ONE, INC	OVERPAYMENT	27500	0000	1,614.55
09/25/2024	POOL	671695	PETRA TITLE AGENCY	OVERPAYMENT	27500	0000	1,409.76
09/25/2024	POOL	671696	CORELOGIC TAX SERVICES LLC	OVERPAYMENT	27500	0000	1,800.00
09/25/2024	POOL	671697	VISIONARY TITLE AGENCY, LLC	OVERPAYMENT	27500	0000	2,022.73
09/25/2024	POOL	671698	PREMIER TITLE AGENCY LLC	OVERPAYMENT	27500	0000	1,242.75
09/25/2024	POOL	671699	MICHIGAN INVESTMENT TITLE INC	OVERPAYMENT	27500	0000	875.72
09/25/2024	POOL	671700	DEVON TITLE AGENCY	OVERPAYMENT	27500	0000	2,471.22
				Total for department 0000:			104,700.36
Department: 0080 REVENUES							
09/12/2024	POOL	671322	MICHIGAN DEPT OF TREASURY	ABANDONED VEHICLE EXCESS	63800	0080	3,190.00
09/25/2024	POOL	671398	MICHIGAN DEPT OF TREASURY	ABANDONED VEHICLE EXCESS	63800	0080	1,170.00
09/25/2024	POOL	671653	NORTHSTAR FINANCIAL GROUP INC	REFUND	67900	0080	150.00
09/25/2024	POOL	671657	CHRISTOPHER RYBICKI	REFUND AUCTION PROCEEDS	63800	0080	4,005.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 0080 REVENUES							
				Total for department 0080:			8,515.00
Department: 1101 COUNCIL							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1101	27.19
				Total for department 1101:			27.19
Department: 1136 37TH DISTRICT COURT							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1136	100.10
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1136	1,359.41
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1136	114.00
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1136	501.81
				WATER SERVICE	92000	1136	28.75
				CHECK POOL 671355 TOTAL FOR FUND 101:			530.56
09/25/2024	POOL	671358#	WEST GROUP	ONLINE SERVICE	98200	1136	306.99
				ONLINE SERVICE	98200	1136	458.02
				BOOKS	98200	1136	408.14
				CHECK POOL 671358 TOTAL FOR FUND 101:			1,173.15
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1136	72.83
09/25/2024	POOL	671400*#	DAWN M WALTON	DRUG COURT APPOINTED DEFENSE ATTORNEY	82249	1136	450.00
09/25/2024	POOL	671422	PHILLIP NAHIRNIAK	DRUG COURT SECURITY	82248	1136	328.00
09/25/2024	POOL	671428	LORAINE C KENNY	COURT RECORDING SERVICE	80100	1136	400.00
09/25/2024	POOL	671442	RESOLUTION CENTER THE	MEDIATION SERVICE	80100	1136	1,750.00
09/25/2024	POOL	671457	SHREDCORP	DOCUMENT SHREDDING	80100	1136	84.00
09/25/2024	POOL	671479	SMART START MICHIGAN	TESTING DEVICES AND CLASSES	82249	1136	110.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	1136	34.78
				COPIER MAINTENANCE	80100	1136	81.79
				COPIER MAINTENANCE	80100	1136	28.74
				COPIER MAINTENANCE	80100	1136	28.32

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1136 37TH DISTRICT COURT							
				CHECK POOL 671499 TOTAL FOR FUND 101:			173.63
09/25/2024	POOL	671504	LINGUISTICA INTERNATIONAL	INTERPRETING SERVICE	80100	1136	7.36
				INTERPRETING SERVICE	80100	1136	114.97
				CHECK POOL 671504 TOTAL FOR FUND 101:			122.33
09/25/2024	POOL	671506	WORLDWIDE INTERPRETERS	INTERPRETING SERVICE	80100	1136	304.90
				INTERPRETING SERVICE	80100	1136	318.45
				INTERPRETING SERVICE	80100	1136	232.52
				CHECK POOL 671506 TOTAL FOR FUND 101:			855.87
09/25/2024	POOL	671513	SIGNING PROS LLC	INTERPRETING SERVICE	80100	1136	287.98
				INTERPRETING SERVICE	80100	1136	215.00
				CHECK POOL 671513 TOTAL FOR FUND 101:			502.98
09/25/2024	POOL	671523	FIVE STAR LANGUAGES	INTERPRETING SERVICE	80100	1136	160.00
09/25/2024	POOL	671541	CARL F JARBOE	VISITING JUDGE	80103	1136	350.00
				VISITING JUDGE	80103	1136	700.00
				CHECK POOL 671541 TOTAL FOR FUND 101:			1,050.00
09/25/2024	POOL	671545	JON EPPICH	DRUG COURT SECURITY	82248	1136	82.00
09/25/2024	POOL	671560	METCOM INC	COURT FORMS	72700	1136	988.20
09/25/2024	POOL	671565	DENIS LEDUC	VISITING JUDGE	80103	1136	200.00
				VISITING JUDGE	80103	1136	16.28
				VISITING JUDGE	80103	1136	400.00
				VISITING JUDGE	80103	1136	16.28
				VISITING JUDGE	80103	1136	400.00
				VISITING JUDGE	80103	1136	16.28
				VISITING JUDGE	80103	1136	416.28
				CHECK POOL 671565 TOTAL FOR FUND 101:			1,465.12
09/25/2024	POOL	671566	ALBERT M SOPHIEA P.C.	MAGISTRATE/HEARING OFFICER	80103	1136	480.00
				MAGISTRATE/HEARING OFFICER	80103	1136	300.00
				MAGISTRATE/HEARING OFFICER	80103	1136	460.00
				MAGISTRATE/HEARING OFFICER	80103	1136	420.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1136 37TH DISTRICT COURT							
				MAGISTRATE/HEARING OFFICER	80103	1136	300.00
				CHECK POOL 671566 TOTAL FOR FUND 101:			1,960.00
09/25/2024	POOL	671570	TANIA GHANEM	INTERPRETATION SERVICES	80100	1136	175.00
				INTERPRETATION SERVICES	80100	1136	525.00
				INTERPRETATION SERVICES	80100	1136	350.00
				CHECK POOL 671570 TOTAL FOR FUND 101:			1,050.00
09/25/2024	POOL	671576#	IMAGE PRINTING COMPANY INC	COURT FORMS	72700	1136	664.93
				COURT FORMS	72700	1136	696.20
				COURT FORMS	72700	1136	92.00
				CHECK POOL 671576 TOTAL FOR FUND 101:			1,453.13
09/25/2024	POOL	671580	DANIEL G DEVINE	MEN'S COMPLIANCE GROUP	82248	1136	150.00
09/25/2024	POOL	671581	SUMMER TOCCO	WOMEN'S COMPLIANCE GROUP	82248	1136	150.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1136	132.51
				OFFICE SUPPLY	72700	1136	72.24
				OFFICE SUPPLY	72700	1136	43.94
				OFFICE SUPPLY	72700	1136	59.81
				OFFICE SUPPLY	72700	1136	354.58
				OFFICE SUPPLY	72700	1136	45.05
				OFFICE SUPPLY	72700	1136	69.36
				OFFICE SUPPLY	72700	1136	187.20
				OFFICE SUPPLY	72700	1136	41.13
				OFFICE SUPPLY	72700	1136	186.25
				OFFICE SUPPLY	72700	1136	19.04
				OFFICE SUPPLY	72700	1136	46.19
				CHECK POOL 671586 TOTAL FOR FUND 101:			1,257.30
09/25/2024	POOL	671593	PAULA M SAUBER	CONTRACTUAL SERVICES	80100	1136	306.00
				CONTRACTUAL SERVICES	80100	1136	306.00
				CHECK POOL 671593 TOTAL FOR FUND 101:			612.00
09/25/2024	POOL	671629	ZACHARY BARANSKI	JURY DUTY	83500	1136	38.30
09/25/2024	POOL	671630	MICHAEL BIELICKI	JURY DUTY	83500	1136	40.70
09/25/2024	POOL	671631	ROBIN BRUNELL	JURY DUTY	83500	1136	40.70

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1136 37TH DISTRICT COURT							
09/25/2024	POOL	671632	ANDREW COPP	JURY DUTY	83500	1136	40.70
09/25/2024	POOL	671633	COLLEEN DEMARIA	JURY DUTY	83500	1136	38.70
09/25/2024	POOL	671634	DAVID EBERHART	JURY DUTY	83500	1136	15.40
09/25/2024	POOL	671635	KAREN GRESCHAK	JURY DUTY	83500	1136	38.70
09/25/2024	POOL	671636	MICHAEL HENRY	JURY DUTY	83500	1136	39.90
09/25/2024	POOL	671637	MARK JOWERS	JURY DUTY	83500	1136	40.30
09/25/2024	POOL	671638	JAMES KNERR III	JURY DUTY	83500	1136	39.90
09/25/2024	POOL	671639	ELIZABETH LAWRENCE	JURY DUTY	83500	1136	38.70
09/25/2024	POOL	671640	JAQULYN LUKASIK	JURY DUTY	83500	1136	39.50
09/25/2024	POOL	671641	AYSHA MILI	JURY DUTY	83500	1136	39.90
09/25/2024	POOL	671642	ANN NAHAJEWSKI	JURY DUTY	83500	1136	42.30
09/25/2024	POOL	671643	MELANIE OLOW	JURY DUTY	83500	1136	39.90
09/25/2024	POOL	671644	KEVIN PETERS	JURY DUTY	83500	1136	15.60
09/25/2024	POOL	671645	SARAH RAMM	JURY DUTY	83500	1136	41.50
09/25/2024	POOL	671646	LINDA ROTARIUS	JURY DUTY	83500	1136	39.50
09/25/2024	POOL	671647	GLEN SCHWARTZ	JURY DUTY	83500	1136	41.50
09/25/2024	POOL	671648	ROSETTA SMITH	JURY DUTY	83500	1136	40.70
09/25/2024	POOL	671649	MELANIE STOETZER	JURY DUTY	83500	1136	40.30
09/25/2024	POOL	671650	ANDREA TRIBUNE	JURY DUTY	83500	1136	43.90
09/25/2024	POOL	671651	NICK VOYDANOFF	JURY DUTY	83500	1136	39.90
09/25/2024	POOL	671652	RASHAWNDA WILLIAMS	JURY DUTY	83500	1136	41.50
				Total for department 1136:			19,422.61
Department: 1171 MAYOR							
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1171	71.60
				Total for department 1171:			71.60
Department: 1209 ASSESSING							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1209	57.00
09/25/2024	POOL	671489	HALLAHAN & ASSOCIATES PC	TAX APPEAL LEGAL SERVICES	82602	1209	12,914.45

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1209 ASSESSING							
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1209	26.97
				Total for department 1209:			12,998.42
Department: 1210 LEGAL							
09/05/2024	POOL	671304	COMERICA COMML CARD SRVC	E-FILING FEES	82600	1210	231.64
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1210	57.00
09/25/2024	POOL	671339	FEDERAL EXPRESS CORP	SHIPPING SERVICE	80100	1210	36.62
09/25/2024	POOL	671358#	WEST GROUP	BOOKS	95800	1210	880.00
				ONLINE RESEARCH	95800	1210	1,229.01
				CHECK POOL 671358 TOTAL FOR FUND 101:			2,109.01
09/25/2024	POOL	671499*#	APPLIED INNOVATION	PRINTER	72700	1210	947.00
				COPIER MAINTENANCE	80100	1210	35.94
				COPIER MAINTENANCE	80100	1210	148.15
				CHECK POOL 671499 TOTAL FOR FUND 101:			1,131.09
				Total for department 1210:			3,565.36
Department: 1215 CLERK							
09/05/2024	POOL	671307	COMERICA COMML CARD SRVC	BACKGROUND CHECKS	80100	1215	260.00
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1215	57.00
09/25/2024	POOL	671332*#	C & G PUBLISHING INC	LEGAL PUBLICATIONS	90000	1215	996.00
09/25/2024	POOL	671423	ELECTION SYSTEMS & SOFTWARE INC	OPERATING SUPPLY	80600	1215	1,575.00
09/25/2024	POOL	671546	OFFICE EQUIPMENT RESOURCES INC	OFFICE SUPPLIES/REPAIR	80100	1215	70.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1215	12.07
				OFFICE SUPPLY	72700	1215	22.28
				OFFICE SUPPLY	72700	1215	80.94
				ELECTION SUPPLY	80600	1215	823.53
				CHECK POOL 671586 TOTAL FOR FUND 101:			938.82
				Total for department 1215:			3,896.82
Department: 1220 HUMAN RESOURCES							
09/05/2024	POOL	671306	COMERICA COMML CARD SRVC	CRIMINAL BACKGROUND CHECK	80100	1220	152.21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1220 HUMAN RESOURCES							
09/25/2024	POOL	671335*#	OCCUPATIONAL HEALTH CENTERS	MEDICAL SERVICES	82800	1220	219.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	24.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	62.00
				MEDICAL SERVICES	82800	1220	44.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	130.00
				MEDICAL SERVICES	82800	1220	126.00
				MEDICAL SERVICES	82800	1220	194.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	87.00
				MEDICAL SERVICES	82800	1220	194.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	126.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	194.00
				MEDICAL SERVICES	82800	1220	194.00
				MEDICAL SERVICES	82800	1220	219.00
				MEDICAL SERVICES	82800	1220	106.00
				MEDICAL SERVICES	82800	1220	558.00
				MEDICAL SERVICES	82800	1220	558.00
				CHECK POOL 671335 TOTAL FOR FUND 101:			4,201.00
09/25/2024	POOL	671338	FEDERAL EXPRESS CORP	FEDEX SHIPPING	80200	1220	87.00
09/25/2024	POOL	671474	PREFERRED TONER SOLUTIONS	OFFICE SUPPLY	72700	1220	259.80
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	1220	58.33
09/25/2024	POOL	671510	PSYBUS PC	MEDICAL SERVICES	82800	1220	3,650.00
09/25/2024	POOL	671516	SIGNAL SYSTEMS INC	OFFICE SUPPLY	72700	1220	199.95
				OFFICE SUPPLY	72700	1220	52.35
				CHECK POOL 671516 TOTAL FOR FUND 101:			252.30
09/25/2024	POOL	671543	DSI MEDICAL SERVICES INC	DRUG AND ALCOHOL TESTING	80100	1220	117.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1220 HUMAN RESOURCES							
09/25/2024	POOL	671549	GEORGE N ANTHONY	ORAL BOARD EXAMINER	80100	1220	157.50
				ORAL BOARD EXAMINER	80100	1220	18.76
				CHECK POOL 671549 TOTAL FOR FUND 101:			176.26
09/25/2024	POOL	671575*#	ASCENTIS CORPORATION	TIME CLOCK FEES	80100	1220	1,400.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1220	157.68
				Total for department 1220:			10,511.58
Department: 1223 CONTROLLER							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1223	114.00
				Total for department 1223:			114.00
Department: 1237 CITY RETIREMENT							
09/05/2024	POOL	671314#	BLUE CARE NETWORK	HEALTH INSURANCE PREMIUM	71902	1237	56,274.22
09/05/2024	POOL	671315#	BLUE CROSS BLUE SHIELD MI	INSURANCE PREMIUM	71902	1237	136,227.10
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1237	35.32
				TELEPHONE SERVICE	85300	1237	13.16
				CHECK POOL 671326 TOTAL FOR FUND 101:			48.48
09/25/2024	POOL	671623	DENCAP	DENTAL PREMIUMS	71902	1237	1,174.20
				DENTAL PREMIUMS	71902	1237	267.80
				CHECK POOL 671623 TOTAL FOR FUND 101:			1,442.00
09/25/2024	POOL	671624#	DELTA DENTAL OF MICHIGAN	RETIREES DENTAL INSURANCE	71902	1237	7,049.21
				RETIREES DENTAL INSURANCE	71902	1237	2,393.38
				CHECK POOL 671624 TOTAL FOR FUND 101:			9,442.59
				Total for department 1237:			203,434.39
Department: 1238 POLICE & FIRE RETIREMENT							
09/05/2024	POOL	671314#	BLUE CARE NETWORK	HEALTH INSURANCE PREMIUM	71902	1238	83,022.57
09/05/2024	POOL	671315#	BLUE CROSS BLUE SHIELD MI	INSURANCE PREMIUM	71902	1238	152,717.30

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1238 POLICE & FIRE RETIREMENT							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1238	26.49
				TELEPHONE SERVICE	85300	1238	9.87
				CHECK POOL 671326 TOTAL FOR FUND 101:			36.36
09/25/2024	POOL	671625#	DELTA DENTAL OF MICHIGAN	P&F RETIREES DENTAL	71902	1238	1,475.56
				P&F RETIREES DENTAL	71902	1238	38.13
				P&F RETIREES DENTAL	71902	1238	2,452.15
				P&F RETIREES DENTAL	71902	1238	168.10
				P&F RETIREES DENTAL	71902	1238	11,710.72
				CHECK POOL 671625 TOTAL FOR FUND 101:			15,844.66
				Total for department 1238:			251,620.89
Department: 1253 TREASURER							
09/25/2024	POOL	671410	QUADIENT INC	METER RENTAL	80100	1253	180.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	1253	30.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1253	199.09
				OFFICE SUPPLY	72700	1253	182.84
				OFFICE SUPPLY	72700	1253	388.88
				CHECK POOL 671586 TOTAL FOR FUND 101:			770.81
				Total for department 1253:			980.81
Department: 1258 INFORMATION SYSTEMS							
09/25/2024	POOL	671431*#	GOV CONNECTION INC	SOFTWARE RENEWAL	80100	1258	720.54
09/25/2024	POOL	671601	ADVANCED IT PROFESSIONALS LLC	CONTRACTUAL SERVICES	80100	1258	150.00
				Total for department 1258:			870.54
Department: 1265 BUILDING MAINTENANCE							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1265	342.00
09/25/2024	POOL	671334	DETROIT CHEMICAL & PAPER	BUILDING MAINTENANCE	77600	1265	2,001.75
09/25/2024	POOL	671340*#	GRAINGER INC	JANITORIAL SUPPLY	74000	1265	234.87
				MAINTENANCE SUPPLY	77600	1265	118.48
				CHECK POOL 671340 TOTAL FOR FUND 101:			353.35

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1265 BUILDING MAINTENANCE							
09/25/2024	POOL	671370#	ROCKET ENTERPRISE INC	FLAGS	77600	1265	310.25
09/25/2024	POOL	671424	LOWES HOME IMPROVEMENT	MAINTENANCE SUPPLY	77600	1265	62.93
09/25/2024	POOL	671426*#	GREAT LAKES SECURITY HARDWARE	KEYS/CITY HALL	74000	1265	15.00
09/25/2024	POOL	671435	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLY	74000	1265	119.87
09/25/2024	POOL	671564	TK ELEVATOR CORPORATION	ELEVATOR EMERGENCY REPAIRS	80110	1265	736.25
				ELEVATOR EMERGENCY REPAIRS	80110	1265	2,441.98
				CHECK POOL 671564 TOTAL FOR FUND 101:			3,178.23
09/25/2024	POOL	671577	SUPREME SWEEPING SERVICES INC	SWEEPING	80110	1265	450.00
				Total for department 1265:			6,833.38
Department: 1294 ADMIN UNALLOCATED EXPENSE							
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92002	1294	78.44
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1294	41.10
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1294	239.03
				TELEPHONE SERVICE	85300	1294	1,571.60
				TELEPHONE SERVICE	85300	1294	585.66
				CHECK POOL 671326 TOTAL FOR FUND 101:			2,396.29
09/12/2024	POOL	671328	WOW! BUSINESS	INTERNET SERVICES	92002	1294	1,320.99
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92001	1294	49.63
				WATER SERVICE	92001	1294	2.84
				WATER SERVICE	92002	1294	11.19
				WATER SERVICE	92002	1294	23.08
				WATER SERVICE	92002	1294	1,422.82
				CHECK POOL 671355 TOTAL FOR FUND 101:			1,509.56
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92001	1294	7.20
				NATURAL GAS JULY 2024	92002	1294	3,019.19
				CHECK POOL 671368 TOTAL FOR FUND 101:			3,026.39

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1294 ADMIN UNALLOCATED EXPENSE							
09/25/2024	POOL	671528	GLOBAL INTERPRETING SERVICES	INTERPRETING SERVICE	82602	1294	229.66
				INTERPRETING SERVICE	82602	1294	23.13
				CHECK POOL 671528 TOTAL FOR FUND 101:			252.79
09/25/2024	POOL	671534#	THE ASU GROUP	AUG24	91000	1294	122,757.24
09/25/2024	POOL	671538	THE ASU GROUP (SERVICE FEES)	CLAIMS SERVICE FEES	91000	1294	750.00
09/25/2024	POOL	671622	MGT OF AMERICA CONSULTING LLC	CONSULTING SERVICES	82602	1294	5,731.16
				Total for department 1294:			137,863.96
Department: 1301 POLICE DEPARTMENT							
09/05/2024	POOL	671302#	VERIZON WIRELESS	CELLULAR SERVICE	88012	1301	40.01
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92000	1301	154.13
09/12/2024	POOL	671324#	AT&T MOBILITY	CELLULAR SERVICE	85300	1301	11,382.00
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1301	401.62
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1301	1,026.00
09/25/2024	POOL	671343#	MACOMB COUNTY FINANCE	RADIO CHARGES	85300	1301	1,423.62
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1301	22.01
				WATER SERVICE	92000	1301	45.36
				WATER SERVICE	92000	1301	1,002.34
				WATER SERVICE	92000	1301	22.98
				CHECK POOL 671355 TOTAL FOR FUND 101:			1,092.69
09/25/2024	POOL	671364*#	OSCAR W LARSON CO	FUEL TANK MAINTENANCE	93000	1301	500.00
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1301	550.89
09/25/2024	POOL	671374	MICHIGAN ASSOC OF CHIEFS OF POLICE	OPERATING SUPPLY	74000	1301	1,600.00
09/25/2024	POOL	671397	UNITED PARCEL SERVICE	SHIPPING SERVICE	74000	1301	191.68
09/25/2024	POOL	671425	OAKLAND COMMUNITY COLLEGE	TRAINING	82401	1301	200.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1301 POLICE DEPARTMENT							
09/25/2024	POOL	671429*#	ULINE INC	OPERATING SUPPLY	74000	1301	623.36
				OPERATING SUPPLY	74000	1301	337.50
				CHECK POOL 671429 TOTAL FOR FUND 101:			960.86
09/25/2024	POOL	671456	STATE OF MICHIGAN - MSPLA	LIVESCAN SERVICES/FINGERPRINTING	80100	1301	43.25
09/25/2024	POOL	671462*#	JOHNSON CONTROLS INC	HVAC SERVICE	80100	1301	482.00
09/25/2024	POOL	671463	DIGIGRAPHX	PROMOTIONAL SUPPLY	88001	1301	336.00
				PROMOTIONAL SUPPLY	88001	1301	59.00
				PROMOTIONAL SUPPLY	88001	1301	27.00
				PROMOTIONAL SUPPLY	88001	1301	390.00
				PROMOTIONAL SUPPLY	88001	1301	59.00
				PROMOTIONAL SUPPLY	88001	1301	25.00
				PROMOTIONAL SUPPLY	88001	1301	600.00
				PROMOTIONAL SUPPLY	88001	1301	25.00
				PROMOTIONAL SUPPLY	88001	1301	270.00
				CHECK POOL 671463 TOTAL FOR FUND 101:			1,791.00
09/25/2024	POOL	671478	MICHIGAN STATE POLICE	REGISTRATION FEES	80100	1301	240.00
09/25/2024	POOL	671492	PRIORITY DISPATCH CORP	SOFTWARE LICENSE BACKUP	80100	1301	245.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	1301	47.20
				COPIER MAINTENANCE	80100	1301	61.59
				COPIER MAINTENANCE	80100	1301	35.40
				COPIER MAINTENANCE	80100	1301	35.76
				COPIER MAINTENANCE	80100	1301	47.20
				COPIER MAINTENANCE	80100	1301	85.01
				COPIER MAINTENANCE	80100	1301	76.02
				CHECK POOL 671499 TOTAL FOR FUND 101:			388.18
09/25/2024	POOL	671512	CASPER CORPORATION	BUILDING MAINTENANCE	93000	1301	95.00
				BUILDING MAINTENANCE	93000	1301	27.50
				CHECK POOL 671512 TOTAL FOR FUND 101:			122.50
09/25/2024	POOL	671539	POSITIVE CONCEPTS INC	OPERATING SUPPLY	74000	1301	1,135.00
09/25/2024	POOL	671555	LAFORCE INC	BUILDING MAINTENANCE	93000	1301	534.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1301 POLICE DEPARTMENT							
09/25/2024	POOL	671573	SIGNPRO CO INC	OFFICE SUPPLY	72700	1301	52.00
				OFFICE SUPPLY	72700	1301	154.00
				OFFICE SUPPLY	72700	1301	57.75
				OFFICE SUPPLY	72700	1301	25.00
				CHECK POOL 671573 TOTAL FOR FUND 101:			288.75
09/25/2024	POOL	671576#	IMAGE PRINTING COMPANY INC	PRINTING	72700	1301	415.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1301	509.86
				OFFICE SUPPLY	72700	1301	12.59
				OFFICE SUPPLY	72700	1301	38.46
				OFFICE SUPPLY	72700	1301	22.36
				OFFICE SUPPLY	72700	1301	112.88
				CHECK POOL 671586 TOTAL FOR FUND 101:			696.15
09/25/2024	POOL	671590	VARIETY FOODSERVICES INC	PRISONER FOOD	81200	1301	315.36
09/25/2024	POOL	671613	TRACIE DUNCAN	TRAVEL EXPENSE	82401	1301	312.49
				Total for department 1301:			26,532.18
Department: 1311 CRIME COMMISSION							
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1311	16.52
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1311	9.27
				Total for department 1311:			25.79
Department: 1336 FIRE DEPARTMENT							
09/05/2024	POOL	671298*#	DTE ENERGY	ELECTRIC SERVICE	92000	1336	795.54
09/05/2024	POOL	671302#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1336	200.76
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92000	1336	1,153.66
09/12/2024	POOL	671324#	AT&T MOBILITY	MOBILE DEVICES/PLANS FOR FIRE	85300	1336	1,461.32
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1336	1,258.56
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1336	174.12

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1336 FIRE DEPARTMENT							
				TELEPHONE SERVICE	85300	1336	211.22
				TELEPHONE SERVICE	85300	1336	168.24
				TELEPHONE SERVICE	85300	1336	211.22
				TELEPHONE SERVICE	85300	1336	248.80
				TELEPHONE SERVICE	85300	1336	207.47
				CHECK POOL 671326 TOTAL FOR FUND 101:			1,221.07
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1336	627.00
09/25/2024	POOL	671340*#	GRAINGER INC	OPERATING SUPPLY	74000	1336	36.72
				OPERATING SUPPLY	74000	1336	156.72
				OPERATING SUPPLY	74000	1336	170.87
				OPERATING SUPPLY	74000	1336	104.64
				OPERATING SUPPLY	74000	1336	31.04
				OPERATING SUPPLY	74000	1336	122.69
				OPERATING SUPPLY	74000	1336	1,303.36
				OPERATING SUPPLY	74000	1336	233.15
				OPERATING SUPPLY	74000	1336	128.61
				OPERATING SUPPLY	74000	1336	544.92
				OPERATING SUPPLY	74000	1336	100.40
				OPERATING SUPPLY	74000	1336	95.78
				OPERATING SUPPLY	74000	1336	78.50
				OPERATING SUPPLY	74000	1336	16.12
				OPERATING SUPPLY	74000	1336	301.66
				OPERATING SUPPLY	74000	1336	25.92
				OPERATING SUPPLY	74000	1336	106.20
				OPERATING SUPPLY	74000	1336	291.09
				OPERATING SUPPLY	74000	1336	13.90
				OPERATING SUPPLY	74000	1336	69.88
				CHECK POOL 671340 TOTAL FOR FUND 101:			3,932.17
09/25/2024	POOL	671343#	MACOMB COUNTY FINANCE	RADIO CHARGES AUG24	85300	1336	1,172.92
				RADIO CHARGES	85300	1336	1,235.06
				CHECK POOL 671343 TOTAL FOR FUND 101:			2,407.98
09/25/2024	POOL	671353	STATE CHEMICAL SOLUTIONS	JANITORIAL SUPPLY	74000	1336	304.01
				JANITORIAL SUPPLY	74000	1336	299.62
				CHECK POOL 671353 TOTAL FOR FUND 101:			603.63

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1336 FIRE DEPARTMENT							
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1336	330.25
				WATER SERVICE	92000	1336	252.73
				WATER SERVICE	92000	1336	22.98
				WATER SERVICE	92000	1336	31.59
				WATER SERVICE	92000	1336	192.41
				WATER SERVICE	92000	1336	343.23
				WATER SERVICE	92000	1336	22.98
				WATER SERVICE	92000	1336	242.68
				WATER SERVICE	92000	1336	252.73
				CHECK POOL 671355 TOTAL FOR FUND 101:			1,691.58
09/25/2024	POOL	671365	MICHIGAN ASSOCIATION OF FIRE	ANNUAL MEMBERSHIP	95800	1336	85.00
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1336	791.15
09/25/2024	POOL	671369	MICHIGAN STATE FIREMEN'S	TRAINING MATERIALS	82401	1336	1,754.32
				TRAINING MATERIALS	82401	1336	13.01
				CHECK POOL 671369 TOTAL FOR FUND 101:			1,767.33
09/25/2024	POOL	671373	MR GAS INC	APPLIANCE REPAIRS AT FIRE STATIONS	93000	1336	418.00
09/25/2024	POOL	671462*#	JOHNSON CONTROLS INC	HVAC SERVICES	93000	1336	3,402.00
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	MOWING/FERTILIZATION	80100	1336	1,380.00
				MOWING/FERTILIZATION	80100	1336	1,530.00
				CHECK POOL 671464 TOTAL FOR FUND 101:			2,910.00
09/25/2024	POOL	671466	ALERT ALL CORP	FIRE PREVENTION MATERIALS	80101	1336	2,040.00
				FIRE PREVENTION MATERIALS	80101	1336	1,950.00
				CHECK POOL 671466 TOTAL FOR FUND 101:			3,990.00
09/25/2024	POOL	671467	FIRE SERVICE MANAGEMENT	FIRE GEAR CLEANING/REPAIRS	80100	1336	219.00
09/25/2024	POOL	671469*#	RKA PETROLEUM COMPANIES	DIESEL EXHAUST FLUID	75100	1336	184.81
09/25/2024	POOL	671480	APPLE INC	COMPUTER EQUIPMENT	74000	1336	1,499.00
09/25/2024	POOL	671490	JEFFREY MIDDLETON	REIMBURSEMENT	82401	1336	200.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1336 FIRE DEPARTMENT							
				REIMBURSEMENT	95800	1336	100.00
				CHECK POOL 671490 TOTAL FOR FUND 101:			300.00
09/25/2024	POOL	671495	STEPHEN SELL	REIMBURSEMENT	74000	1336	25.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	74000	1336	59.00
				COPIER MAINTENANCE	74000	1336	23.60
				CHECK POOL 671499 TOTAL FOR FUND 101:			82.60
09/25/2024	POOL	671501	MICHAEL OWCZAREK	REIMBURSEMENT	95800	1336	103.00
09/25/2024	POOL	671508	MAJIK GRAPHICS INC	VEHICLE GRAPHICS	74000	1336	3,920.00
09/25/2024	POOL	671514	SAFEWARE INC	GAS IDENTIFICATION MONITOR	97400	1336	66,065.00
09/25/2024	POOL	671517	MITCHELL DECOOK	REIMBURSEMENT	74000	1336	25.00
09/25/2024	POOL	671519	MATTHEW WIERMAN	REIMBURSEMENT	74000	1336	25.00
09/25/2024	POOL	671522	CHRISTOPHER LIPKA	REIMBURSEMENT	82401	1336	150.00
09/25/2024	POOL	671553*#	PRIORITY WASTE LLC	TRASH REMOVAL	93000	1336	33.44
				TRASH REMOVAL	93000	1336	66.88
				TRASH REMOVAL	93000	1336	33.44
				TRASH REMOVAL	93000	1336	33.44
				TRASH REMOVAL	93000	1336	33.44
				TRASH REMOVAL	93000	1336	33.44
				CHECK POOL 671553 TOTAL FOR FUND 101:			234.08
09/25/2024	POOL	671557*#	AMERICAN PEST CONTROL INC	PEST CONTROL SERVICES	80100	1336	33.00
				PEST CONTROL SERVICES	80100	1336	28.00
				PEST CONTROL SERVICES	80100	1336	28.00
				PEST CONTROL SERVICES	80100	1336	28.00
				PEST CONTROL SERVICES	80100	1336	28.00
				PEST CONTROL SERVICES	80100	1336	28.00
				PEST CONTROL SERVICES	80100	1336	28.00
				CHECK POOL 671557 TOTAL FOR FUND 101:			201.00
09/25/2024	POOL	671574	AMERICAN HEART ASSOCIATION INC	TRAINING PLATFORM	82401	1336	6,468.00
09/25/2024	POOL	671578	JAKAB BONNER	REIMBURSEMENT	74000	1336	25.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	74000	1336	17.58

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Fund: 101 GENERAL FUND							
Department: 1336 FIRE DEPARTMENT							
				OFFICE SUPPLY	74000	1336	39.88
				CHECK POOL 671586 TOTAL FOR FUND 101:			57.46
09/25/2024	POOL	671608#	AIRGAS USA LLC	OXYGEN TANK REFILLS	72701	1336	337.98
				OXYGEN TANK REFILLS	72701	1336	578.31
				CHECK POOL 671608 TOTAL FOR FUND 101:			916.29
09/25/2024	POOL	671610	MACQUEEN	MISC PARTS/EQUIPMENT	74000	1336	6,693.60
				MISC PARTS/EQUIPMENT	74000	1336	1,020.26
				MISC PARTS/EQUIPMENT	74000	1336	536.78
				JAWS OF LIFE	97400	1336	122,688.54
				CHECK POOL 671610 TOTAL FOR FUND 101:			130,939.18
09/25/2024	POOL	671620	FIRE SMART PROMOTIONS	FIRE PREVENTION MATERIALS	80101	1336	1,472.50
09/25/2024	POOL	671710	MOTOROLA SOLUTIONS INC	RADIO PARTS/ACCESSORIES	85300	1336	27.54
				HANDHELD PORTABLE RADIOS	98401	1336	19,194.00
				HANDHELD PORTABLE RADIOS	98401	1336	35,923.50
				HANDHELD PORTABLE RADIOS	98401	1336	4,035.04
				HANDHELD PORTABLE RADIOS	98401	1336	198.00
				HANDHELD PORTABLE RADIOS	98401	1336	0.50
				HANDHELD PORTABLE RADIOS	98401	1336	533.50
				CHECK POOL 671710 TOTAL FOR FUND 101:			59,912.08
09/25/2024	POOL	671711	STRYKER SALES CORPORATION	EMS EQUIPMENT	72701	1336	1,181.05
				EMS EQUIPMENT	72701	1336	47.24
				CHECK POOL 671711 TOTAL FOR FUND 101:			1,228.29
				Total for department 1336:			302,769.04
Department: 1371 BUILDING INSPECTIONS							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1371	100.47
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1371	57.00
09/25/2024	POOL	671413	COLONIAL TITLE	TITLE SEARCHES	80141	1371	85.00
				TITLE SEARCHES	80141	1371	85.00
				CHECK POOL 671413 TOTAL FOR FUND 101:			170.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1371 BUILDING INSPECTIONS							
09/25/2024	POOL	671439	INTERNATIONAL CODE OF COUNCIL	CODE BOOKS	72700	1371	310.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1371	186.02
				OFFICE SUPPLY	72700	1371	13.09
				OFFICE SUPPLY	72700	1371	213.63
				CHECK POOL 671586 TOTAL FOR FUND 101:			412.74
				Total for department 1371:			1,050.21
Department: 1400 PLANNING							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1400	57.00
09/25/2024	POOL	671332*#	C & G PUBLISHING INC	ADVERTISEMENT	90000	1400	327.00
09/25/2024	POOL	671481	CLAUDETTE ROBINSON	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671496	WARREN G SMITH JR	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	72700	1400	221.71
09/25/2024	POOL	671554	SULTANA CHOWDHURY	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671569	MERLE BONIECKI	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1400	26.67
				OFFICE SUPPLY	72700	1400	17.09
				OFFICE SUPPLY	72700	1400	16.34
				CHECK POOL 671586 TOTAL FOR FUND 101:			60.10
09/25/2024	POOL	671587	DELWAR HUSSAIN ANSAR	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671616	ANDREY DUZYJ	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671617	MICHAEL HOLOWATY	PLANNING COMMISSION	72500	1400	75.00
09/25/2024	POOL	671618	SYED HOQUE	PLANNING COMMISSION	72500	1400	75.00
				Total for department 1400:			1,265.81
Department: 1421 PUBLIC SERVICES DIRECTOR							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1421	72.04
				Total for department 1421:			72.04
Department: 1422 PROPERTY MAINTENANCE							

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1422 PROPERTY MAINTENANCE							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1422	226.68
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1422	114.00
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1422	12.63
				WATER SERVICE	92000	1422	68.92
				CHECK POOL 671355 TOTAL FOR FUND 101:			81.55
09/25/2024	POOL	671358#	WEST GROUP	CLEAR ONLINE SERACH SERVICES	74000	1422	498.96
09/25/2024	POOL	671460	HELLEBUYCKS POWER EQUIP	BLIGHT SUPPLIES	74000	1422	41.35
				BLIGHT SUPPLIES	74000	1422	160.58
				CHECK POOL 671460 TOTAL FOR FUND 101:			201.93
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	WEEDBOOK	80107	1422	3,571.93
				WEEDBOOK	80107	1422	2,531.30
				WEEDBOOK	80107	1422	2,559.43
				RODENT BAITING SERVICE	80108	1422	1,020.00
				RODENT BAITING SERVICE	80108	1422	3,150.00
				RODENT BAITING SERVICE	80108	1422	1,500.00
				RODENT BAITING SERVICE	80108	1422	1,980.00
				CHECK POOL 671464 TOTAL FOR FUND 101:			16,312.66
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	72700	1422	221.71
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72700	1422	25.18
				Total for department 1422:			17,682.67
Department: 1426 CIVIL DEFENSE							
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92000	1426	145.60
				Total for department 1426:			145.60
Department: 1430 ANIMAL CONTROL							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1430	57.00
09/25/2024	POOL	671470	ROGER ANTHONY DESMET	ANIMAL DISPOSALS	80500	1430	1,250.00
09/25/2024	POOL	671559	ANIMAL HOUSE PET SERVICES	ANIMAL SHELTER SERVICES	80500	1430	7,354.00

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Fund: 101 GENERAL FUND							
Department: 1430 ANIMAL CONTROL							
09/25/2024	POOL	671585	HUMANE SOCIETY OF MACOMB	ANIMAL SHELTER SERVICES	80500	1430	40.00
				Total for department 1430:			8,701.00
Department: 1441 STREET MAINTENANCE DIV							
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1441	285.00
				Total for department 1441:			285.00
Department: 1442 D P W GARAGE							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1442	28.57
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1442	253.60
09/25/2024	POOL	671335*#	OCCUPATIONAL HEALTH CENTERS	MEDICAL SERVICE	74000	1442	134.00
				MEDICAL SERVICE	74000	1442	134.00
				CHECK POOL 671335 TOTAL FOR FUND 101:			268.00
09/25/2024	POOL	671336	JACK DOHENY SUPPLIES INC	VEHICLE MAINTENANCE	86300	1442	212.71
09/25/2024	POOL	671340*#	GRAINGER INC	VEHICLE MAINTENANCE	86300	1442	24.16
				VEHICLE MAINTENANCE	86300	1442	233.71
				CHECK POOL 671340 TOTAL FOR FUND 101:			257.87
09/25/2024	POOL	671341	HAMILTON CHEVROLET INC	VEHICLE MAINTENANCE	86300	1442	53.47
				VEHICLE MAINTENANCE	86300	1442	2,373.06
				VEHICLE MAINTENANCE	86300	1442	411.91
				VEHICLE MAINTENANCE	86300	1442	1,217.76
				VEHICLE MAINTENANCE	86300	1442	174.60
				VEHICLE MAINTENANCE	86300	1442	204.51
				VEHICLE MAINTENANCE	86300	1442	233.30
				VEHICLE MAINTENANCE	86300	1442	174.60
				VEHICLE MAINTENANCE	86300	1442	9.80
				VEHICLE MAINTENANCE	86300	1442	20.62
				VEHICLE MAINTENANCE	86300	1442	2,588.77
				VEHICLE MAINTENANCE	86300	1442	374.09
				CREDIT MEMO	86300	1442	(174.60)
				CHECK POOL 671341 TOTAL FOR FUND 101:			7,661.89
09/25/2024	POOL	671348	REGAL TIRE CO	VEHICLE MAINTENANCE	86300	1442	125.00

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Fund: 101 GENERAL FUND							
Department: 1442 D P W GARAGE							
09/25/2024	POOL	671354	TERMINAL SUPPLY CO	VEHICLE MAINTENANCE	86300	1442	588.28
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1442	22.98
				WATER SERVICE	92000	1442	172.30
				WATER SERVICE	92000	1442	22.98
				WATER SERVICE	92000	1442	668.89
				WATER SERVICE	92000	1442	675.03
				CHECK POOL 671355 TOTAL FOR FUND 101:			1,562.18
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1442	223.76
09/25/2024	POOL	671371	SERVICE TOWING INC	VEHICLE MAINTENANCE	86300	1442	305.00
				VEHICLE MAINTENANCE	86300	1442	105.00
				CHECK POOL 671371 TOTAL FOR FUND 101:			410.00
09/25/2024	POOL	671375	CANFIELD EQUIP SVC INC	VEHICLE MAINTENANCE	86300	1442	1,100.00
09/25/2024	POOL	671384	GOODYEAR TIRE & RUBBER CO	VEHICLE MAINTENANCE	86300	1442	832.00
				VEHICLE MAINTENANCE	86300	1442	434.55
				CHECK POOL 671384 TOTAL FOR FUND 101:			1,266.55
09/25/2024	POOL	671386	TRACTION HEAVY DUTY PARTS	VEHICLE MAINTENANCE	86300	1442	51.73
09/25/2024	POOL	671402	COMMERCIAL JANITORIAL	JANITORIAL SUPPLY	74000	1442	854.92
09/25/2024	POOL	671405	APOLLO FIRE APPARATUS SALES &	VEHICLE MAINTENANCE	86300	1442	126.47
				VEHICLE MAINTENANCE	86300	1442	728.27
				CHECK POOL 671405 TOTAL FOR FUND 101:			854.74
09/25/2024	POOL	671406	ALL SEASONS OUTDOOR EQUIP	EQUIPMENT MAINTENANCE	86300	1442	134.09
09/25/2024	POOL	671408	DEPENDABLE WHOLESALE INC	VEHICLE MAINTENANCE	86300	1442	802.74
				VEHICLE MAINTENANCE	86300	1442	5.00
				VEHICLE MAINTENANCE	86300	1442	695.00
				VEHICLE MAINTENANCE	86300	1442	33.50
				VEHICLE MAINTENANCE	86300	1442	1,240.00
				VEHICLE MAINTENANCE	86300	1442	758.20
				VEHICLE MAINTENANCE	86300	1442	1,605.48
				VEHICLE MAINTENANCE	86300	1442	269.00
				VEHICLE MAINTENANCE	86300	1442	3,271.25

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Fund: 101 GENERAL FUND							
Department: 1442 D P W GARAGE							
				VEHICLE MAINTENANCE	86300	1442	975.60
				CHECK POOL 671408 TOTAL FOR FUND 101:			9,655.77
09/25/2024	POOL	671429*#	ULINE INC	MISC. SUPPLIES	74000	1442	1,410.36
09/25/2024	POOL	671433	OWEN TREE SERVICE INC	TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE/STUMP REMOVAL	81400	1442	6,560.00
				TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	3,280.00
				TREE MAINTENANCE	81400	1442	3,280.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE/STUMP REMOVAL	81400	1442	1,640.00
				TREE PRUNING	81400	1442	990.30
				TREE PRUNING	81400	1442	3,433.04
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	8,200.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	5,040.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	1,640.00
				TREE MAINTENANCE	81400	1442	3,280.00
				CHECK POOL 671433 TOTAL FOR FUND 101:			57,023.34
09/25/2024	POOL	671434	WOLVERINE FREIGHTLINER EASTSIDE	VEHICLE MAINTENANCE	86300	1442	290.19
				VEHICLE MAINTENANCE	86300	1442	14.69
				CHECK POOL 671434 TOTAL FOR FUND 101:			304.88
09/25/2024	POOL	671459	EMERGENCY VEHICLES PLUS	VEHICLE MAINTENANCE	86300	1442	271.05
				VEHICLE MAINTENANCE	86300	1442	808.30
				VEHICLE MAINTENANCE	86300	1442	381.61
				VEHICLE MAINTENANCE	86300	1442	273.71
				VEHICLE MAINTENANCE	86300	1442	369.52
				VEHICLE MAINTENANCE	86300	1442	827.69

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1442 D P W GARAGE							
				VEHICLE MAINTENANCE	86300	1442	893.70
				VEHICLE MAINTENANCE	86300	1442	358.21
				CHECK POOL 671459 TOTAL FOR FUND 101:			4,183.79
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	MOWING & FERTILIZATION	80100	1442	330.00
				MOWING & FERTILIZATION	80100	1442	264.00
				CHECK POOL 671464 TOTAL FOR FUND 101:			594.00
09/25/2024	POOL	671494	FREDRICKSON SUPPLY LLC	VEHICLE MAINTENANCE	86300	1442	354.19
09/25/2024	POOL	671497	GENUINE PARTS COMPANY	VEHICLE MAINTENANCE	86300	1442	10.17
				VEHICLE MAINTENANCE	86300	1442	129.18
				VEHICLE MAINTENANCE	86300	1442	133.64
				VEHICLE MAINTENANCE	86300	1442	285.52
				VEHICLE MAINTENANCE	86300	1442	7.70
				VEHICLE MAINTENANCE	86300	1442	529.91
				VEHICLE MAINTENANCE	86300	1442	31.78
				VEHICLE MAINTENANCE	86300	1442	40.42
				VEHICLE MAINTENANCE	86300	1442	27.91
				VEHICLE MAINTENANCE	86300	1442	299.10
				VEHICLE MAINTENANCE	86300	1442	65.19
				VEHICLE MAINTENANCE	86300	1442	41.30
				VEHICLE MAINTENANCE	86300	1442	25.01
				VEHICLE MAINTENANCE	86300	1442	45.31
				VEHICLE MAINTENANCE	86300	1442	40.76
				VEHICLE MAINTENANCE	86300	1442	12.56
				VEHICLE MAINTENANCE	86300	1442	11.88
				VEHICLE MAINTENANCE	86300	1442	45.89
				VEHICLE MAINTENANCE	86300	1442	136.24
				VEHICLE MAINTENANCE	86300	1442	11.19
				VEHICLE MAINTENANCE	86300	1442	89.38
				VEHICLE MAINTENANCE	86300	1442	520.10
				VEHICLE MAINTENANCE	86300	1442	3.11
				VEHICLE MAINTENANCE	86300	1442	6.07
				VEHICLE MAINTENANCE	86300	1442	46.70
				VEHICLE MAINTENANCE	86300	1442	77.04
				CHECK POOL 671497 TOTAL FOR FUND 101:			2,673.06
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	74000	1442	17.70
09/25/2024	POOL	671500	MTECH COMPANY	VEHICLE MAINTENANCE	86300	1442	936.47

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1442 D P W GARAGE							
09/25/2024	POOL	671509	PAMAR ENTERPRISES INC	EMERGENCY REPAIRS	80100	1442	31,036.96
09/25/2024	POOL	671525	M & K HOLDING COMPANY	VEHICLE MAINTENANCE	86300	1442	79.13
				VEHICLE MAINTENANCE	86300	1442	503.83
				VEHICLE MAINTENANCE	86300	1442	174.58
				VEHICLE MAINTENANCE	86300	1442	50.56
				VEHICLE MAINTENANCE	86300	1442	98.32
				VEHICLE MAINTENANCE	86300	1442	44.10
				CHECK POOL 671525 TOTAL FOR FUND 101:			950.52
09/25/2024	POOL	671526*#	SUPERIOR EXCAVATING INC	STORM SEWER REPAIRS	80100	1442	145,935.29
				EMERGENCY REPAIRS	80100	1442	30,505.00
				CHECK POOL 671526 TOTAL FOR FUND 101:			176,440.29
09/25/2024	POOL	671530	EXTREME TOOLING LLC	OPERATING SUPPLY	86300	1442	780.00
09/25/2024	POOL	671540	NATHAN MOEHLIG	REIMBURSEMENT	74000	1442	404.00
09/25/2024	POOL	671557*#	AMERICAN PEST CONTROL INC	PEST CONTROL SERVICES	80100	1442	28.00
09/25/2024	POOL	671568	SHELBY GENERATOR INC	VEHICLE MAINTENANCE	86300	1442	1,632.00
09/25/2024	POOL	671572	EAGLES TOOLS DISTRIBUTION LLC	OPERATING TOOLS/SUPPLY	74000	1442	374.00
09/25/2024	POOL	671582	AUTO & TRUCK ACCESSORIES	VEHICLE MAINTENANCE	86300	1442	329.00
09/25/2024	POOL	671583	LIMB WALKERS TREE & SNOW	TREE MAINTENANCE	81400	1442	2,755.00
09/25/2024	POOL	671589	VERIZON CONNECT FLEET USA LLC	ASSET MANAGEMENT	80100	1442	9,444.92
09/25/2024	POOL	671595	ROWLEYS WHOLESALE	OIL & LUBRICANTS	75100	1442	270.35
				OIL & LUBRICANTS	75100	1442	1,337.00
				OIL & LUBRICANTS	75100	1442	2,508.75
				OIL & LUBRICANTS	75100	1442	672.87
				CHECK POOL 671595 TOTAL FOR FUND 101:			4,788.97
09/25/2024	POOL	671597	FRIENDLY CHRYSLER JEEP	VEHICLE MAINTENANCE	86300	1442	1,703.60
				VEHICLE MAINTENANCE	86300	1442	926.40
				CHECK POOL 671597 TOTAL FOR FUND 101:			2,630.00
09/25/2024	POOL	671608#	AIRGAS USA LLC	OPERATING SUPPLY	74000	1442	297.78

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1442 D P W GARAGE							
09/25/2024	POOL	671609	GAPVAX INC	VEHICLE MAINTENANCE	86300	1442	141.59
09/25/2024	POOL	671619	WENSCO SIGN SUPPLY	OPERATING SUPPLIES	74000	1442	138.00
				OPERATING SUPPLIES	74000	1442	684.29
				CHECK POOL 671619 TOTAL FOR FUND 101:			822.29
09/25/2024	POOL	671709	DALES LANDSCAPING SUPPLY	LANDSCAPING SUPPLY	74000	1442	66.50
09/25/2024	POOL	671712	CREST FORD INC	VEHICLE MAINTENANCE	86300	1442	803.30
				VEHICLE MAINTENANCE	86300	1442	156.20
				VEHICLE MAINTENANCE	86300	1442	7.52
				VEHICLE MAINTENANCE	86300	1442	185.60
				VEHICLE MAINTENANCE	86300	1442	193.12
				CHECK POOL 671712 TOTAL FOR FUND 101:			1,345.74
				Total for department 1442:			327,275.01
Department: 1447 ENGINEERING & INSPECTIONS							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1447	163.79
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1447	114.00
09/25/2024	POOL	671421*#	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	80100	1447	1,453.82
				ENGINEERING SERVICES	80119	1447	1,446.60
				CHECK POOL 671421 TOTAL FOR FUND 101:			2,900.42
				Total for department 1447:			3,178.21
Department: 1448 HIGHWAY STREET LIGHTING							
09/05/2024	POOL	671299	DTE ENERGY	STREET LIGHTING	92600	1448	39.88
				Total for department 1448:			39.88
Department: 1793 BEAUTIFICATION							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1793	3.88
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1793	12.76
				WATER SERVICE	92000	1793	12.76
				CHECK POOL 671355 TOTAL FOR FUND 101:			25.52

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
Department: 1793 BEAUTIFICATION							
09/25/2024	POOL	671611	FERT-SCAPE INC	LANDSCAPING SERVICE	80100	1793	550.00
				LANDSCAPING SERVICE	80100	1793	350.00
				CHECK POOL 671611 TOTAL FOR FUND 101:			900.00
				Total for department 1793:			929.40
Department: 1794 CULTURAL COMMISSION							
09/25/2024	POOL	671461	JOHN MILLER	PERFORMANCE	96110	1794	500.00
09/25/2024	POOL	671471	IGNITED LIGHT AND SOUND	EVENT SUPPLY	80140	1794	3,500.00
				EVENT SUPPLY	80140	1794	400.00
				EVENT SUPPLY	80140	1794	3,500.00
				CHECK POOL 671471 TOTAL FOR FUND 101:			7,400.00
				Total for department 1794:			7,900.00
Department: 1795 HISTORICAL COMMISSION							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1795	3.88
				Total for department 1795:			3.88
Department: 1796 VILLAGE HISTORICAL COMM							
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1796	10.24
				WATER SERVICE	92000	1796	16.51
				CHECK POOL 671355 TOTAL FOR FUND 101:			26.75
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1796	9.26
09/25/2024	POOL	671370#	ROCKET ENTERPRISE INC	FLAG SERVICE	80100	1796	285.00
				Total for department 1796:			321.01
				Total for fund 101 GENERAL FUND			1,463,603.64

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MTF ACT 51 MAJOR OPERATNG							
Department: 0000							
09/25/2024	POOL	671437*#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	21000	0000	(18,815.60)
				PAVEMENT RECONSTRUCTION	21001	0000	(1,881.56)
				PAVEMENT RECONSTRUCTION	21140	0000	18,815.60
				CHECK POOL 671437 TOTAL FOR FUND 202:			(1,881.56)
				Total for department 0000:			(1,881.56)
Department: 2451 CONSTRUCTION							
09/25/2024	POOL	671421*#	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	97400	2451	4,622.80
				ENGINEERING SERVICES	97400	2451	35,762.73
				ENGINEERING SERVICES	97400	2451	34,721.57
				ENGINEERING SERVICES	97400	2451	43,401.96
				CHECK POOL 671421 TOTAL FOR FUND 202:			118,509.06
09/25/2024	POOL	671437*#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	97400	2451	18,815.60
				Total for department 2451:			137,324.66
Department: 2463 ROUTINE MAINTENANCE							
09/25/2024	POOL	671453*#	JH HART URBAN FORESTRY	BRANCH/LOG DISPOSAL	80100	2463	1,155.00
09/25/2024	POOL	671562*#	SMART PLANET SOFTWARE	SNOW PATHS MONITORING	80100	2463	8.75
				Total for department 2463:			1,163.75
Department: 2474 TRAFFIC SERVICES							
09/25/2024	POOL	671419*#	ANDERSON ECKSTEIN & WESTRICK	ENGINEERING SERVICES	80120	2474	2,850.00
				Total for department 2474:			2,850.00
Department: 2484 TRANSFERS TO							
09/25/2024	POOL	671511*#	HUNTINGTON NATIONAL BANK	AGENCY FEE	96657	2484	500.00
				Total for department 2484:			500.00
				Total for fund 202 MTF ACT 51 MAJOR OPERATNG			139,956.85

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 MTF ACT 51 LOCAL OPERATNG							
Department: 3463 ROUTINE MAINTENANCE							
09/25/2024	POOL	671453*#	JH HART URBAN FORESTRY	BRANCH/LOG DISPOSAL	80100	3463	1,155.00
09/25/2024	POOL	671562*#	SMART PLANET SOFTWARE	SNOW PATHS MONITORING	80100	3463	26.25
				Total for department 3463:			1,181.25
				Total for fund 203 MTF ACT 51 LOCAL OPERATNG			1,181.25

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 204 2011 LOCAL STREET R&M							
Department: 0000							
09/05/2024	POOL	671301#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	21000	0000	(35,385.89)
				PAVEMENT RECONSTRUCTION	21001	0000	1,000.00
				PAVEMENT RECONSTRUCTION	21126	0000	35,385.89
				CHECK POOL 671301 TOTAL FOR FUND 204:			1,000.00
				Total for department 0000:			1,000.00
Department: 9204 2011 LOCAL ST REPAIR EXP							
09/05/2024	POOL	671301#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	97400	9204	35,385.89
09/25/2024	POOL	671419*#	ANDERSON ECKSTEIN & WESTRICK	ENGINEERING SERVICES	97400	9204	8,300.64
				ENGINEERING SERVICES	97400	9204	4,150.32
				ENGINEERING SERVICES	97400	9204	13,007.05
				ENGINEERING SERVICES	97400	9204	6,503.53
				ENGINEERING SERVICES	97400	9204	8,270.37
				CHECK POOL 671419 TOTAL FOR FUND 204:			40,231.91
				Total for department 9204:			75,617.80
				Total for fund 204 2011 LOCAL STREET R&M			76,617.80

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 RECREATION SPEC REVENUE							
Department: 0000							
09/25/2024	POOL	671469*#	RKA PETROLEUM COMPANIES	GASOLINE	10700	0000	863.06
				GASOLINE	10700	0000	539.30
				CHECK POOL 671469 TOTAL FOR FUND 208:			1,402.36
				Total for department 0000:			1,402.36
Department: 9208 RECREATION EXPENDITURES							
09/05/2024	POOL	671298*#	DTE ENERGY	ELECTRIC SERVICE	92000	9208	1,174.76
09/05/2024	POOL	671300	AT&T	MONTHLY PHONE SERVICE	85300	9208	51.42
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	9208	41.10
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9208	8.83
				TELEPHONE SERVICE	85300	9208	250.70
				TELEPHONE SERVICE	85300	9208	234.80
				TELEPHONE SERVICE	85300	9208	249.05
				TELEPHONE SERVICE	85300	9208	3.29
				TELEPHONE SERVICE	85300	9208	150.00
				TELEPHONE SERVICE	85300	9208	124.30
				CHECK POOL 671326 TOTAL FOR FUND 208:			1,020.97
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9208	57.00
09/25/2024	POOL	671332*#	C & G PUBLISHING INC	ADVERTISEMENT	88011	9208	1,227.00
09/25/2024	POOL	671340*#	GRAINGER INC	MAINTENANCE SUPPLY	77600	9208	27.56
				MAINTENANCE SUPPLY	77600	9208	38.86
				MAINTENANCE SUPPLY	77600	9208	49.79
				CHECK POOL 671340 TOTAL FOR FUND 208:			116.21
09/25/2024	POOL	671351	SHERWIN-WILLIAMS	PAINTING SUPPLY	76000	9208	742.17
				PAINTING SUPPLY	76000	9208	35.49
				CHECK POOL 671351 TOTAL FOR FUND 208:			777.66
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	172.30

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 RECREATION SPEC REVENUE							
Department: 9208 RECREATION EXPENDITURES							
				WATER SERVICE	92000	9208	31.59
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	1,895.55
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	341.88
				WATER SERVICE	92000	9208	2,474.83
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	378.96
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	172.30
				WATER SERVICE	92000	9208	129.25
				WATER SERVICE	92000	9208	12.76
				CHECK POOL 671355 TOTAL FOR FUND 208:			7,591.02
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9208	3,966.45
09/25/2024	POOL	671378	ASCAP	MUSIC LICENSING FEE	80100	9208	1,770.00
09/25/2024	POOL	671403	MICHAEL KNOLL	OFFICIAL	70713	9208	250.00
09/25/2024	POOL	671412	GORDON FOOD SERVICE INC	EVENT SUPPLIES	96126	9208	106.10
09/25/2024	POOL	671418	CREATIVE AWARDS	SPORTS APPAREL/AWARDS	76000	9208	97.58
09/25/2024	POOL	671441	MATTHEW FECHT	OFFICIAL	70713	9208	450.00
09/25/2024	POOL	671448	A & F WATER HEATER & SPA SERVICE	EQUIPMENT MAINTENANCE	93000	9208	798.00
				EQUIPMENT MAINTENANCE	93000	9208	480.00
				CHECK POOL 671448 TOTAL FOR FUND 208:			1,278.00
09/25/2024	POOL	671451	EGI SOLUTIONS	PROMOTIONAL SUPPLY	88011	9208	755.00
09/25/2024	POOL	671455*#	ELITE TRAUMA CLEAN UP INC	MEDICAL WASTE REMOVAL SERVICE	80100	9208	65.00
09/25/2024	POOL	671462*#	JOHNSON CONTROLS INC	HVAC SERVICE	80100	9208	2,236.24

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 RECREATION SPEC REVENUE							
Department: 9208 RECREATION EXPENDITURES							
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	LAWN SERVICE	80100	9208	49,837.00
09/25/2024	POOL	671487	CITY ELECTRIC SUPPLY	ELECTRICAL SUPPLY	93000	9208	165.60
09/25/2024	POOL	671493*#	GREAT LAKES GRAPHICS INC	PRINTING/WATER BILL INSERT	88011	9208	503.63
09/25/2024	POOL	671527	PROGRESSIVE PLUMBING SUPPLY	PLUMBING SUPPLY	77600	9208	70.45
09/25/2024	POOL	671533	BARUZZINI CONTRACTING LLC	POOL/SPA REPAIR	80100	9208	2,054.74
09/25/2024	POOL	671544	BROADCAST SELECTIONS & SALES INC	ADS/PROMOTIONS/BIRTHDAY BASH	88011	9208	4,990.00
09/25/2024	POOL	671550	FITNESS THINGS INC	RECREATION SUPPLY	98411	9208	185.00
				Total for department 9208:			80,837.93
Department: 9210 TRANSPORT EXPENDITURES							
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9210	22.98
				WATER SERVICE	92000	9210	9.48
				WATER SERVICE	92000	9210	51.69
				CHECK POOL 671355 TOTAL FOR FUND 208:			84.15
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9210	40.01
09/25/2024	POOL	671372	INTERSTATE SECURITY INC	ALARM MONITORING	80100	9210	90.00
				Total for department 9210:			214.16
				Total for fund 208 RECREATION SPEC REVENUE			82,454.45

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 226 SANITATION SPECIAL REV							
Department: 9226 SANITATION EXPENDITURES							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9226	42.00
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9226	342.00
09/25/2024	POOL	671349*#	SUPPLYDEN INC	JANITORIAL SUPPLY	74000	9226	99.64
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9226	129.25
				WATER SERVICE	92000	9226	172.30
				WATER SERVICE	92000	9226	22.98
				CHECK POOL 671355 TOTAL FOR FUND 226:			324.53
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9226	144.82
09/25/2024	POOL	671385	COMERICA LEASING	SANITATION TRUCKS	99400	9226	1,132,190.70
				SANITATION TRUCKS	99401	9226	76,257.69
				CHECK POOL 671385 TOTAL FOR FUND 226:			1,208,448.39
09/25/2024	POOL	671390	SOUTH MACOMB DISPOSAL AUTHORITY	SOLID WASTE/COMPOST	80112	9226	86,619.41
				SOLID WASTE/COMPOST	80115	9226	18,851.54
				CHECK POOL 671390 TOTAL FOR FUND 226:			105,470.95
09/25/2024	POOL	671445	QUALITY FIRST AID & SAFETY INC	FIRST AID SUPPLY	72700	9226	831.63
09/25/2024	POOL	671469*#	RKA PETROLEUM COMPANIES	GASOLINE/DIESEL FUEL	75100	9226	19,606.12
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	9226	117.20
09/25/2024	POOL	671529	GFL ENVIRONMENTAL USA INC	COMMINGLED RECYCLING	80115	9226	36,475.50
09/25/2024	POOL	671557*#	AMERICAN PEST CONTROL INC	PEST CONTROL SERVICES	80100	9226	28.00
				PEST CONTROL SERVICES	80100	9226	65.00
				CHECK POOL 671557 TOTAL FOR FUND 226:			93.00
09/25/2024	POOL	671591	BMW KAR WASH LLC	CAR WASH SERVICE	74000	9226	4.75
				Total for department 9226:			1,372,000.53
				Total for fund 226 SANITATION SPECIAL REV			1,372,000.53

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 RENTAL ORDINANCE REVENUE							
Department: 9230 RENTAL ORDIN EXPENDITURES							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	9230	28.45
				Total for department 9230:			28.45
				Total for fund 230 RENTAL ORDINANCE REVENUE			28.45

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 250 COMMUNICATIONS							
Department: 9250 COMMUNICATION EXPENDITURE							
09/05/2024	POOL	671305	COMERICA COMML CARD SRVC	CRIMINAL BACKGROUND CHECK	80147	9250	900.00
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9250	120.41
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9250	1,345.91
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	80100	9250	16.93
				Total for department 9250:			2,383.25
				Total for fund 250 COMMUNICATIONS			2,383.25

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
09/25/2024	POOL	671366	WILLIAM BRANCH	COURT APPOINTED ATTORNEY	82601	9259	180.00
09/25/2024	POOL	671376	KAREN LEMKE	COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	900.00
				COURT APPOINTED ATTORNEY	82601	9259	750.00
				COURT APPOINTED ATTORNEY	82601	9259	420.00
				COURT APPOINTED ATTORNEY	82601	9259	600.00
				CHECK POOL 671376 TOTAL FOR FUND 259:			3,060.00
09/25/2024	POOL	671377	KENNETH J WROBEL	COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	300.00
				CHECK POOL 671377 TOTAL FOR FUND 259:			1,440.00
09/25/2024	POOL	671400*#	DAWN M WALTON	COURT APPOINTED ATTORNEY	82601	9259	90.00
				COURT APPOINTED ATTORNEY	82601	9259	270.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	30.00
				COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	690.00
				COURT APPOINTED ATTORNEY	82601	9259	960.00
				CHECK POOL 671400 TOTAL FOR FUND 259:			2,790.00
09/25/2024	POOL	671409	SONYA HRYSHKO	COURT APPOINTED ATTORNEY	82601	9259	840.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	840.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				CHECK POOL 671409 TOTAL FOR FUND 259:			2,640.00
09/25/2024	POOL	671411	KEVIN SCHNEIDER	COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	930.00
				COURT APPOINTED ATTORNEY	82601	9259	270.00
				COURT APPOINTED ATTORNEY	82601	9259	1,650.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
				COURT APPOINTED ATTORNEY	82601	9259	820.00
				COURT APPOINTED ATTORNEY	82601	9259	630.00
				COURT APPOINTED ATTORNEY	82601	9259	780.00
				COURT APPOINTED ATTORNEY	82601	9259	420.00
				CHECK POOL 671411 TOTAL FOR FUND 259:			6,250.00
09/25/2024	POOL	671415	JENNIFER CHUPA	COURT APPOINTED ATTORNEY	82601	9259	630.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671415 TOTAL FOR FUND 259:			1,140.00
09/25/2024	POOL	671416	DAVID WORDEN	COURT APPOINTED ATTORNEY	82601	9259	90.00
				COURT APPOINTED ATTORNEY	82601	9259	780.00
				COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	720.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	810.00
				COURT APPOINTED ATTORNEY	82601	9259	660.00
				CHECK POOL 671416 TOTAL FOR FUND 259:			4,830.00
09/25/2024	POOL	671417	ANDREW M CANU	COURT APPOINTED ATTORNEY	82601	9259	180.00
09/25/2024	POOL	671427	PAUL M MISUKEWICZ	COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00
				COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671427 TOTAL FOR FUND 259:			3,600.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
09/25/2024	POOL	671430	MATTHEW A LICATA	COURT APPOINTED ATTORNEY	82601	9259	180.00
09/25/2024	POOL	671432	PAUL SCALLY	COURT APPOINTED ATTORNEY	82601	9259	930.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	420.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	330.00
				COURT APPOINTED ATTORNEY	82601	9259	630.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671432 TOTAL FOR FUND 259:			4,380.00
09/25/2024	POOL	671440	JASON MALKIEWICZ	COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	90.00
				CHECK POOL 671440 TOTAL FOR FUND 259:			1,710.00
09/25/2024	POOL	671443	VINCENZO MANZELLA	COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				CHECK POOL 671443 TOTAL FOR FUND 259:			420.00
09/25/2024	POOL	671444	JAMES B ROONEY	COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	270.00
				CHECK POOL 671444 TOTAL FOR FUND 259:			660.00
09/25/2024	POOL	671446	ERIC LUNDQUIST JR	COURT APPOINTED ATTORNEY	82601	9259	510.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
				CHECK POOL 671446 TOTAL FOR FUND 259:			990.00
09/25/2024	POOL	671450	KATHERINE HOM	COURT APPOINTED ATTORNEY	82601	9259	60.00
				COURT APPOINTED ATTORNEY	82601	9259	60.00
				CHECK POOL 671450 TOTAL FOR FUND 259:			120.00
09/25/2024	POOL	671452	DANA FREERS	COURT APPOINTED ATTORNEY	82601	9259	360.00
09/25/2024	POOL	671454	SUSAN R COLE	COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671454 TOTAL FOR FUND 259:			840.00
09/25/2024	POOL	671458	AVIS CHOULAGH LAW PLLC	COURT APPOINTED ATTORNEY	82601	9259	420.00
				COURT APPOINTED ATTORNEY	82601	9259	1,620.00
				COURT APPOINTED ATTORNEY	82601	9259	600.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	420.00
				CHECK POOL 671458 TOTAL FOR FUND 259:			3,900.00
09/25/2024	POOL	671473	JAMES R HILLER	COURT APPOINTED ATTORNEY	82601	9259	780.00
				COURT APPOINTED ATTORNEY	82601	9259	120.00
				CHECK POOL 671473 TOTAL FOR FUND 259:			900.00
09/25/2024	POOL	671475	GENEVIEVE LYNN TAYLOR	COURT APPOINTED ATTORNEY	82601	9259	180.00
09/25/2024	POOL	671476	ALAN J SAOUD	COURT APPOINTED ATTORNEY	82601	9259	420.00
09/25/2024	POOL	671498	EDWARD TROJANOWSKI	COURT APPOINTED ATTORNEY	82601	9259	60.00
				COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	270.00
				COURT APPOINTED ATTORNEY	82601	9259	300.00
				COURT APPOINTED ATTORNEY	82601	9259	90.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				CHECK POOL 671498 TOTAL FOR FUND 259:			2,340.00
09/25/2024	POOL	671502	KIMBERLY DIBARTOLOMEO	COURT APPOINTED ATTORNEY	82601	9259	450.00
09/25/2024	POOL	671507	CHARLES M MERLO	COURT APPOINTED ATTORNEY	82601	9259	300.00
09/25/2024	POOL	671515	MICHAEL F MACHERZAK	COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				CHECK POOL 671515 TOTAL FOR FUND 259:			1,320.00
09/25/2024	POOL	671518	PAMELA M KROLL	COURT APPOINTED ATTORNEY	82601	9259	30.00
				COURT APPOINTED ATTORNEY	82601	9259	660.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				CHECK POOL 671518 TOTAL FOR FUND 259:			2,610.00
09/25/2024	POOL	671520	DEBORAH WEIHERMULLER	COURT APPOINTED ATTORNEY	82601	9259	120.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	510.00
				COURT APPOINTED ATTORNEY	82601	9259	310.00
				COURT APPOINTED ATTORNEY	82601	9259	420.00
				COURT APPOINTED ATTORNEY	82601	9259	630.00
				COURT APPOINTED ATTORNEY	82601	9259	330.00
				CHECK POOL 671520 TOTAL FOR FUND 259:			2,500.00
09/25/2024	POOL	671521	KIMBERLY M LUBINSKI	COURT APPOINTED ATTORNEY	82601	9259	360.00
09/25/2024	POOL	671542	MARK VRANA	COURT APPOINTED ATTORNEY	82601	9259	750.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				CHECK POOL 671542 TOTAL FOR FUND 259:			1,110.00
09/25/2024	POOL	671548	MICHELLE LUNDQUIST	COURT APPOINTED ATTORNEY	82601	9259	1,260.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671548 TOTAL FOR FUND 259:			1,620.00
09/25/2024	POOL	671551	RICHARD CERVENAK	COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	150.00
				COURT APPOINTED ATTORNEY	82601	9259	240.00
				CHECK POOL 671551 TOTAL FOR FUND 259:			1,650.00
09/25/2024	POOL	671552	ROY M GRUENBURG	COURT APPOINTED ATTORNEY	82601	9259	180.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00
				COURT APPOINTED ATTORNEY	82601	9259	180.00
				CHECK POOL 671552 TOTAL FOR FUND 259:			570.00
09/25/2024	POOL	671556	JOHN C CAHALAN PLLC	COURT APPOINTED ATTORNEY	82601	9259	390.00
				COURT APPOINTED ATTORNEY	82601	9259	480.00
				COURT APPOINTED ATTORNEY	82601	9259	450.00
				CHECK POOL 671556 TOTAL FOR FUND 259:			1,320.00
09/25/2024	POOL	671579	CAROLE ANN MURRAY	COURT APPOINTED ATTORNEY	82601	9259	540.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				COURT APPOINTED ATTORNEY	82601	9259	360.00
				CHECK POOL 671579 TOTAL FOR FUND 259:			1,260.00
09/25/2024	POOL	671598	PERNICANO LAW PLLC	COURT APPOINTED ATTORNEY	82601	9259	775.00
09/25/2024	POOL	671600	CHRISTOPHER METRY PLLC	COURT APPOINTED ATTORNEY	82601	9259	180.00
09/25/2024	POOL	671605	ADRIANA ROSE PICCIRILLI	COURT APPOINTED ATTORNEY	82601	9259	60.00
				COURT APPOINTED ATTORNEY	82601	9259	90.00
				CHECK POOL 671605 TOTAL FOR FUND 259:			150.00
09/25/2024	POOL	671607	NINA WARDA	COURT APPOINTED ATTORNEY	82601	9259	270.00
				COURT APPOINTED ATTORNEY	82601	9259	210.00
				COURT APPOINTED ATTORNEY	82601	9259	330.00
				CHECK POOL 671607 TOTAL FOR FUND 259:			810.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 259 INDIGENT DEFENSE FUND							
Department: 9259 INDIGENT DEFENSE EXPENDITURES							
				Total for department 9259:			60,495.00
				Total for fund 259 INDIGENT DEFENSE FUND			60,495.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 261 DRUG FORFEITURE FUND							
Department: 9261 DRUG FORFEIT EXPENDITURES							
09/05/2024	POOL	671308	BERGER CHEVROLET INC	VEHICLE	82214	9261	52,443.00
09/25/2024	POOL	671399	PSP STORES LLC	CANINE UNIT SUPPLY	82215	9261	51.95
				CANINE UNIT SUPPLY	82215	9261	57.96
				CANINE UNIT SUPPLY	82215	9261	30.98
				CHECK POOL 671399 TOTAL FOR FUND 261:			140.89
09/25/2024	POOL	671602	REXPOINTE KENNELS	CANINE SERVICE	82215	9261	220.00
09/25/2024	POOL	671713	KIESLER POLICE SUPPLY INC	TRAINING SUPPLY	82215	9261	4,500.00
				TRAINING SUPPLY	82215	9261	4,500.00
				TRAINING SUPPLY	82215	9261	3,500.00
				TRAINING SUPPLY	82215	9261	3,500.00
				CHECK POOL 671713 TOTAL FOR FUND 261:			16,000.00
				Total for department 9261:			68,803.89
				Total for fund 261 DRUG FORFEITURE FUND			68,803.89

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY SPECIAL REVENUE							
Department: 0000							
09/25/2024	POOL	671342	SUBURBAN LIBRARY	MILLER VIDEO RECEIPTS	20271	0000	12.00
				BURNETTE VIDEO RECEIPTS	20272	0000	11.00
				BUSCH VIDEO RECEIPTS	20274	0000	1.00
				CHECK POOL 671342 TOTAL FOR FUND 271:			24.00
				Total for department 0000:			24.00
Department: 9271 LIBRARY EXPENDITURES							
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92000	9271	861.87
				ELECTRIC SERVICE	92000	9271	974.35
				CHECK POOL 671320 TOTAL FOR FUND 271:			1,836.22
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9271	26.49
				TELEPHONE SERVICE	85300	9271	199.39
				TELEPHONE SERVICE	85300	9271	42.73
				TELEPHONE SERVICE	85300	9271	9.87
				CHECK POOL 671326 TOTAL FOR FUND 271:			278.48
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9271	57.00
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9271	129.25
				WATER SERVICE	92000	9271	129.25
				WATER SERVICE	92000	9271	177.15
				WATER SERVICE	92000	9271	139.10
				WATER SERVICE	92000	9271	286.77
				WATER SERVICE	92000	9271	526.24
				CHECK POOL 671355 TOTAL FOR FUND 271:			1,387.76
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9271	2,123.44
09/25/2024	POOL	671472	MIDWEST TAPES	OFFICE SUPPLY	72700	9271	561.98
				OFFICE SUPPLY	72700	9271	191.98
				CHECK POOL 671472 TOTAL FOR FUND 271:			753.96
09/25/2024	POOL	671482	SUBURBAN LIBRARY CO-OP	ONLINE DATABASE	80117	9271	735.00
				CREATIVEBUG ENTERPRISE SUBSCRIPTION	80117	9271	4,250.00
				ONLINE DATABASE	80117	9271	575.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 271 LIBRARY SPECIAL REVENUE							
Department: 9271 LIBRARY EXPENDITURES							
				CHECK POOL 671482 TOTAL FOR FUND 271:			5,560.00
09/25/2024	POOL	671485	UNIQUE MANAGEMENT	COLLECTION SERVICES	80100	9271	55.25
				COLLECTION SERVICES	80100	9271	391.40
				CHECK POOL 671485 TOTAL FOR FUND 271:			446.65
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	72702	9271	17.70
				COPIER MAINTENANCE	72702	9271	56.72
				COPIER MAINTENANCE	72702	9271	107.62
				COPIER MAINTENANCE	72702	9271	17.70
				COPIER MAINTENANCE	72702	9271	43.07
				COPIER MAINTENANCE	72702	9271	51.47
				COPIER MAINTENANCE	72702	9271	56.00
				COPIER MAINTENANCE	72702	9271	48.39
				CHECK POOL 671499 TOTAL FOR FUND 271:			398.67
09/25/2024	POOL	671535	T-MOBILE USA INC	MOBILE HOT SPOT SERVICE	80100	9271	819.12
				MOBILE HOT SPOT SERVICE	80100	9271	826.06
				CHECK POOL 671535 TOTAL FOR FUND 271:			1,645.18
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	72702	9271	20.05
				OFFICE SUPPLY	72702	9271	16.29
				OFFICE SUPPLY	72702	9271	468.84
				CHECK POOL 671586 TOTAL FOR FUND 271:			505.18
09/25/2024	POOL	671588	MOTOR CITY AQUARIUM SERVICES	AQUARIUM MAINTENANCE	80100	9271	950.00
09/25/2024	POOL	671596	AMAZON CAPITAL SERVICES INC	LIBRARY SUPPLIES	72700	9271	550.94
09/25/2024	POOL	671603	G & A CLEANING INC	JANITORIAL SERVICE	80100	9271	1,407.08
				JANITORIAL SERVICE	80100	9271	2,411.33
				JANITORIAL SERVICE	80100	9271	1,407.08
				JANITORIAL SERVICE	80100	9271	5,076.67
				CHECK POOL 671603 TOTAL FOR FUND 271:			10,302.16
				Total for department 9271:			26,795.64
				Total for fund 271 LIBRARY SPECIAL REVENUE			26,819.64

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 273 CDBG ENTITLEMENT FUND							
Department: 0000							
09/25/2024	POOL	671356*	TREASURER, CITY OF WARREN	REIMBURSABLE ADMIN EXPENSES	24101	0000	7,177.18
				Total for department 0000:			7,177.18
Department: 9666 ADMINISTRATIVE COSTS							
09/25/2024	POOL	671499*#	APPLIED INNOVATION	MAINTENANCE PLAN	95000	9666	53.10
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	95000	9666	77.74
				Total for department 9666:			130.84
Department: 9706 RESID REHAB DELIVERY							
09/25/2024	POOL	671391	ETITLE AGENCY INC	TITLE SEARCHES	80134	9706	40.00
09/25/2024	POOL	671447*	MJ ENVIRONMENTAL INC	LEAD INSPECTIONS/CLEARANCES	80134	9706	475.00
				LEAD INSPECTIONS/CLEARANCE	80134	9706	475.00
				CHECK POOL 671447 TOTAL FOR FUND 273:			950.00
				Total for department 9706:			990.00
Department: 9707 RESID REHAB PROJECTS							
09/25/2024	POOL	671449*	MANDO CONSTRUCTION INC	LEAD REHAB PROJECT COSTS	88203	9707	247.50
09/25/2024	POOL	671561*	QUALIFIED CONSTRUCTION CORPORATION	REHAB PROJECT COSTS	88203	9707	1,148.00
				Total for department 9707:			1,395.50
				Total for fund 273 CDBG ENTITLEMENT FUND			9,693.52

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 277 H.O.M.E.							
Department: 0000							
09/25/2024	POOL	671356*	TREASURER, CITY OF WARREN	REIMBURSEABLE ADMIN EXPENSES	24101	0000	1,276.85
				Total for department 0000:			1,276.85
Department: 9707 RESID REHAB PROJECTS							
09/25/2024	POOL	671449*	MANDO CONSTRUCTION INC	REHAB PROJECT COSTS	80118	9707	11,446.40
				REHAB PROJECT COSTS	80118	9707	11,266.10
				CHECK POOL 671449 TOTAL FOR FUND 277:			22,712.50
09/25/2024	POOL	671561*	QUALIFIED CONSTRUCTION CORPORATION	REHAB PROJECT COSTS	80118	9707	2,453.93
				REHAB PROJECT COSTS	88102	9707	3,643.07
				CHECK POOL 671561 TOTAL FOR FUND 277:			6,097.00
				Total for department 9707:			28,809.50
				Total for fund 277 H.O.M.E.			30,086.35

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 281 LEAD HAZARD CONTROL GRANT							
Department: 0000							
09/25/2024	POOL	671356*	TREASURER, CITY OF WARREN	REIMBURSEABLE ADMIN EXPENSES	24101	0000	1,033.15
				Total for department 0000:			1,033.15
Department: 9706 RESID REHAB DELIVERY							
09/25/2024	POOL	671447*	MJ ENVIRONMENTAL INC	LEAD INSPECTIONS/CLEARANCES	80179	9706	275.00
				Total for department 9706:			275.00
Department: 9707 RESID REHAB PROJECTS							
09/25/2024	POOL	671449*	MANDO CONSTRUCTION INC	LEAD REHAB PROJECT COSTS	80118	9707	2,227.50
				LEAD REHAB PROJECT COSTS	80228	9707	1,930.00
				CHECK POOL 671449 TOTAL FOR FUND 281:			4,157.50
09/25/2024	POOL	671561*	QUALIFIED CONSTRUCTION CORPORATION	REHAB PROJECT COSTS	80118	9707	10,332.00
				REHAB PROJECT COSTS	80228	9707	4,004.00
				CHECK POOL 671561 TOTAL FOR FUND 281:			14,336.00
				Total for department 9707:			18,493.50
				Total for fund 281 LEAD HAZARD CONTROL GRANT			19,801.65

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 357 2022 MTF DEBT RETIREMENT							
Department: 0080 REVENUES							
09/25/2024	POOL	671511*#	HUNTINGTON NATIONAL BANK	AGENCY FEE	69902	0080	(500.00)
				Total for department 0080:			(500.00)
Department: 9357 2022 MTF DEBT EXPENDITURE							
09/25/2024	POOL	671511*#	HUNTINGTON NATIONAL BANK	AGENCY FEE	99802	9357	500.00
				Total for department 9357:			500.00
				Total for fund 357 2022 MTF DEBT RETIREMENT			0.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 438 2023 MTF CONSTRUCTION							
Department: 0000							
09/25/2024	POOL	671437*#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	21000	0000	(608,370.95)
				PAVEMENT RECONSTRUCTION	21001	0000	(60,837.10)
				PAVEMENT RECONSTRUCTION	21140	0000	608,370.95
				CHECK POOL 671437 TOTAL FOR FUND 438:			(60,837.10)
				Total for department 0000:			(60,837.10)
Department: 9438 2023 MTF CONSTRUCTION							
09/25/2024	POOL	671419*#	ANDERSON ECKSTEIN & WESTRICK	ENGINEERING SERVICES	97450	9438	17,600.00
				ENGINEERING SERVICES	97450	9438	8,800.00
				CHECK POOL 671419 TOTAL FOR FUND 438:			26,400.00
09/25/2024	POOL	671437*#	ZUNIGA CEMENT CONSTRUCTION INC	PAVEMENT RECONSTRUCTION	97450	9438	608,370.96
09/25/2024	POOL	671606	NOWAK & FRAUS PLLC	EINGINEERING SERVICES	97450	9438	9,610.00
				Total for department 9438:			644,380.96
				Total for fund 438 2023 MTF CONSTRUCTION			583,543.86

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 494 DDA ADMINISTRATION FUND							
Department: 9494 DDA ADMIN EXPENDITURES							
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9494	17.66
				TELEPHONE SERVICE	85300	9494	6.58
				CHECK POOL 671326 TOTAL FOR FUND 494:			24.24
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9494	57.00
09/25/2024	POOL	671421*#	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	97400	9494	630.00
				Total for department 9494:			711.24
				Total for fund 494 DDA ADMINISTRATION FUND			711.24

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 536 SENIOR HOUSING - STILWELL							
Department: 9536 STILWELL MANOR EXPENSES							
09/05/2024	POOL	671303*#	COMERICA COMML CARD SRVC	BACKGROUND CHECKS	80100	9536	35.00
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	9536	40.49
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9536	57.00
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9536	8,112.60
				WATER SERVICE	92000	9536	22.98
				CHECK POOL 671355 TOTAL FOR FUND 536:			8,135.58
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9536	511.30
09/25/2024	POOL	671401*#	HOME DEPOT CREDIT SERVICE	MAINTENANCE SUPPLY	93000	9536	33.23
09/25/2024	POOL	671426*#	GREAT LAKES SECURITY HARDWARE	LOCK/KEY REPAIR	93000	9536	437.14
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	MOWING/FERTILIZATION	80100	9536	376.20
				MOWING/FERTILIZATION	80100	9536	300.96
				CHECK POOL 671464 TOTAL FOR FUND 536:			677.16
09/25/2024	POOL	671477*#	APCO SUPPLY	PLUMBING/ELECTRICAL SUPPLY	77600	9536	83.54
				PLUMBING/ELECTRICAL SUPPLY	77600	9536	235.42
				PLUMBING/ELECTRICAL SUPPLY	77600	9536	259.07
				CHECK POOL 671477 TOTAL FOR FUND 536:			578.03
09/25/2024	POOL	671483*#	D/A CENTRAL INC	SECURITY CAMERA UPGRADES	98408	9536	1,588.00
09/25/2024	POOL	671488*#	GRIFFIN PEST SOLUTIONS INC	PEST CONTROL SERVICE	80100	9536	29.00
09/25/2024	POOL	671553*#	PRIORITY WASTE LLC	TRASH REMOVAL	80100	9536	150.48
09/25/2024	POOL	671612*#	GLSCO	APPLIANCES	98422	9536	64.80
				Total for department 9536:			12,337.21
				Total for fund 536 SENIOR HOUSING - STILWELL			12,337.21

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 537 SENIOR HOUSING-JOS. COACH							
Department: 9537 JOS COACH MANOR EXPENSES							
09/05/2024	POOL	671297	CONSUMERS ENERGY	UTILITY SERVICE	92000	9537	19.19
				UTILITY SERVICE	92000	9537	20.88
				UTILITY SERVICE	92000	9537	17.51
				UTILITY SERVICE	92000	9537	19.22
				UTILITY SERVICE	92000	9537	17.51
				UTILITY SERVICE	92000	9537	8.29
				UTILITY SERVICE	92000	9537	9.70
				UTILITY SERVICE	92000	9537	17.51
				UTILITY SERVICE	92000	9537	1.81
				CHECK POOL 671297 TOTAL FOR FUND 537:			131.62
09/05/2024	POOL	671303*#	COMERICA COMML CARD SRVC	BACKGROUND CHECKS	80100	9537	105.00
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	9537	198.04
				TELEPHONE SERVICE	85300	9537	208.28
				TELEPHONE SERVICE	85300	9537	222.31
				CHECK POOL 671326 TOTAL FOR FUND 537:			628.63
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	9537	114.00
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	9537	1,515.66
				WATER SERVICE	92000	9537	2,477.72
				WATER SERVICE	92000	9537	2,458.86
				CHECK POOL 671355 TOTAL FOR FUND 537:			6,452.24
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	9537	91.12
09/25/2024	POOL	671401*#	HOME DEPOT CREDIT SERVICE	MAINTENANCE SUPPLY	93000	9537	99.66
09/25/2024	POOL	671455*#	ELITE TRAUMA CLEAN UP INC	MEDICAL WASTE DISPOSAL	80100	9537	35.00
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	IRRIGATION REPAIRS	80100	9537	876.03
				MOWING/FERTILIZATION	80100	9537	376.20
				MOWING/FERTILIZATION	80100	9537	300.96
				CHECK POOL 671464 TOTAL FOR FUND 537:			1,553.19
09/25/2024	POOL	671468	PM TECHNOLOGIES	GENERATOR MAINTENANCE	80100	9537	88.31

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 537 SENIOR HOUSING-JOS. COACH							
Department: 9537 JOS COACH MANOR EXPENSES							
09/25/2024	POOL	671477*#	APCO SUPPLY	PLUMBING/ELECTRICAL SUPPLY	77600	9537	250.62
				PLUMBING/ELECTRICAL SUPPLY	77600	9537	706.25
				PLUMBING/ELECTRICAL SUPPLY	77600	9537	777.21
				CHECK POOL 671477 TOTAL FOR FUND 537:			1,734.08
09/25/2024	POOL	671483*#	D/A CENTRAL INC	SECURITY CAMERA UPGRADES	98408	9537	4,083.41
09/25/2024	POOL	671488*#	GRIFFIN PEST SOLUTIONS INC	PEST CONTROL SERVICE	80100	9537	55.00
				PEST CONTROL SERVICE	80100	9537	3,514.00
				CHECK POOL 671488 TOTAL FOR FUND 537:			3,569.00
09/25/2024	POOL	671553*#	PRIORITY WASTE LLC	TRASH REMOVAL	80100	9537	16.72
				TRASH REMOVAL	80100	9537	37.62
				TRASH REMOVAL	80100	9537	37.62
				CHECK POOL 671553 TOTAL FOR FUND 537:			91.96
09/25/2024	POOL	671592	PREMIER BUILDER INC	INSTALL FLASHING	93000	9537	1,300.00
09/25/2024	POOL	671612*#	GLSCO	APPLIANCES	98422	9537	259.20
09/25/2024	POOL	671714	SCI FLOOR COVERING INC	CARPET INSTALLATION	80100	9537	1,655.28
				Total for department 9537:			21,991.70
				Total for fund 537 SENIOR HOUSING-JOS. COACH			21,991.70

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 0000							
09/25/2024	POOL	671337	EJ USA INC	HYDRANT SUPPLY/PARTS	11000	0000	12.80
09/25/2024	POOL	671387#	DVM UTILITIES INC	SANITARY SEWER LINING	21000	0000	(107,191.00)
				SANITARY SEWER LINING	21001	0000	(10,719.10)
				SANITARY SEWER LINING	21127	0000	107,191.00
				CHECK POOL 671387 TOTAL FOR FUND 592:			(10,719.10)
09/25/2024	POOL	671438#	VIL CONSTRUCTION INC	WATER MAIN REPLACEMENT	21000	0000	(878,976.01)
				WATER MAIN REPLACEMENT	21001	0000	(87,897.60)
				WATER MAIN REPLACEMENT	21138	0000	878,976.01
				CHECK POOL 671438 TOTAL FOR FUND 592:			(87,897.60)
09/25/2024	POOL	671505#	BRICCO EXCAVATING	WATER MAIN REPLACEMENT	21000	0000	(831,165.82)
				WATER MAIN REPLACEMENT	21001	0000	(83,116.58)
				WATER MAIN REPLACEMENT	21080	0000	831,165.82
				CHECK POOL 671505 TOTAL FOR FUND 592:			(83,116.58)
09/25/2024	POOL	671537	CORE & MAIN LP	OPERATING SUPPLY	11100	0000	344.00
09/25/2024	POOL	671563#	COMMERCIAL CONTRACTING CORPORATION	DETENTION BASIN	21000	0000	(391,904.10)
				DETENTION BASIN	21024	0000	391,904.10
				CHECK POOL 671563 TOTAL FOR FUND 592:			0.00
09/25/2024	POOL	671705	ESTATE OF CLARENCE R SWITALSKI	REFUND	04101	0000	173.96
09/25/2024	POOL	671706	LANZO CONSTRUCTION	REFUND	25502	0000	500.00
09/25/2024	POOL	671707	DEBUCK CONSTRUCTION	REFUND	25502	0000	454.96
				Total for department 0000:			(180,247.56)
Department: 1540 WATER MAINTENANCE							
09/05/2024	POOL	671298*#	DTE ENERGY	ELECTRIC SERVICE	92000	1540	77.24
09/12/2024	POOL	671320*#	DTE ENERGY	ELECTRIC SERVICE	92000	1540	58.72
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1540	760.78
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1540	57.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1540 WATER MAINTENANCE							
09/25/2024	POOL	671335*#	OCCUPATIONAL HEALTH CENTERS	PROFESSIONAL SERVICES	80100	1540	134.00
09/25/2024	POOL	671340*#	GRAINGER INC	MAINTENANCE SUPPLY	74000	1540	290.23
09/25/2024	POOL	671349*#	SUPPLYDEN INC	OPERATING SUPPLY	74000	1540	59.67
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1540	1,255.28
				WATER SERVICE	92000	1540	22.98
				CHECK POOL 671355 TOTAL FOR FUND 592:			1,278.26
09/25/2024	POOL	671357#	WARREN PIPE & SUPPLY CO	OPERATING SUPPLY	74000	1540	59.30
				OPERATING SUPPLY	74000	1540	30.35
				CHECK POOL 671357 TOTAL FOR FUND 592:			89.65
09/25/2024	POOL	671359	WHOLESALE TOOL CO	OPERATING SUPPLY	74000	1540	75.00
09/25/2024	POOL	671362	BLACKBURN MANUFACTURING COMPANY	OPERATING SUPPLY	74000	1540	511.90
09/25/2024	POOL	671363	AIELLI CONSTRUCTION CO	EMERGENCY REPAIRS	80251	1540	8,024.64
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1540	185.02
09/25/2024	POOL	671382	SCHENA ROOFING & SHEET	BUILDING MAINTENANCE	97500	1540	875.00
09/25/2024	POOL	671383#	MAURER'S TEXTILE RENTAL	FACILITY MAINTENANCE	97500	1540	45.44
				FACILITY MAINTENANCE	97500	1540	45.44
				CHECK POOL 671383 TOTAL FOR FUND 592:			90.88
09/25/2024	POOL	671389	PACE ANALYTICAL SERVICES	OPERATING SUPPLY	74000	1540	994.00
09/25/2024	POOL	671394	ENGINEERED SOLUTIONS	EQUIPMENT SUPPLY	74000	1540	6,268.32
09/25/2024	POOL	671401*#	HOME DEPOT CREDIT SERVICE	OPERATING SUPPLIES	74000	1540	63.30
09/25/2024	POOL	671407	AJAX MATERIALS CORPORATION	BITUMINOUS PATCHING MATERIAL	74000	1540	6,898.50
09/25/2024	POOL	671436	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLY	74000	1540	108.48
09/25/2024	POOL	671464*#	LANDSCAPE SERVICE INC	LANDSCAPING SERVICE	97500	1540	275.00
				LANDSCAPING SERVICE	97500	1540	220.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1540 WATER MAINTENANCE							
				CHECK POOL 671464 TOTAL FOR FUND 592:			495.00
09/25/2024	POOL	671491	STATE OF MICHIGAN	BOILER CERTIFICATION	74000	1540	75.00
09/25/2024	POOL	671499*#	APPLIED INNOVATION	COPIER MAINTENANCE	74000	1540	47.20
				COPIER MAINTENANCE	74000	1540	10.00
				COPIER MAINTENANCE	74000	1540	17.70
				CHECK POOL 671499 TOTAL FOR FUND 592:			74.90
09/25/2024	POOL	671526*#	SUPERIOR EXCAVATING INC	EMERGENCY REPAIRS	80251	1540	20,247.50
09/25/2024	POOL	671531	OSBURN INDUSTRIES INC	SAND SLAG & AGGREGATE	74000	1540	1,347.58
09/25/2024	POOL	671567	JERRY WEIMER CONSULTING LLC	TRAINING	71302	1540	1,240.00
				TRAINING	71302	1540	1,240.00
				CHECK POOL 671567 TOTAL FOR FUND 592:			2,480.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	74000	1540	799.52
				Total for department 1540:			52,420.09
Department: 1560 ADMINISTRATION							
09/05/2024	POOL	671298*#	DTE ENERGY	ELECTRIC SERVICE	92000	1560	27.18
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1560	36.01
				CELLULAR SERVICE	85300	1560	297.21
				CHECK POOL 671325 TOTAL FOR FUND 592:			333.22
09/12/2024	POOL	671326*#	WINDSTREAM COMMUNICATIONS INC	TELEPHONE SERVICE	85300	1560	44.15
				TELEPHONE SERVICE	85300	1560	16.45
				CHECK POOL 671326 TOTAL FOR FUND 592:			60.60
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1560	57.00
09/25/2024	POOL	671493*#	GREAT LAKES GRAPHICS INC	WATER BILL POSTAGE	80200	1560	26,000.00
09/25/2024	POOL	671586*#	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLY	74000	1560	1.99
				OFFICE SUPPLY	74000	1560	1.99

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1560 ADMINISTRATION							
				OFFICE SUPPLY	74000	1560	199.58
				OFFICE SUPPLY	74000	1560	7.91
				CHECK POOL 671586 TOTAL FOR FUND 592:			211.47
				Total for department 1560:			26,689.47
Department: 1580 WWTP							
09/12/2024	POOL	671325*#	VERIZON WIRELESS	CELLULAR SERVICE	85300	1580	561.55
				CELLULAR SERVICE	85300	1580	352.71
				CHECK POOL 671325 TOTAL FOR FUND 592:			914.26
09/12/2024	POOL	671329*#	DENCAP	DENTAL PREMIUMS	71900	1580	57.00
09/25/2024	POOL	671331	BRONER INC	MAINTENANCE SUPPLY	74000	1580	1,327.30
09/25/2024	POOL	671340*#	GRAINGER INC	MISCELLANEOUS OPERATING SUPPLY	93001	1580	103.70
				MISCELLANEOUS OPERATING SUPPLY	93001	1580	86.82
				CHECK POOL 671340 TOTAL FOR FUND 592:			190.52
09/25/2024	POOL	671345	MCNAUGHTON-MCKAY ELECTRIC	ELECTRICAL SUPPLY	93001	1580	459.50
09/25/2024	POOL	671346	MOTION INDUSTRIES INC	MAINTENANCE SUPPLY	93001	1580	508.22
				CREDIT MEMO	93001	1580	(175.74)
				CHECK POOL 671346 TOTAL FOR FUND 592:			332.48
09/25/2024	POOL	671347	MOTION INDUSTRIES INC	MAINTENANCE SUPPLY	93001	1580	195.49
09/25/2024	POOL	671350	SATTERLUND SUPPLY COMPANY	MAINTENANCE SUPPLY	93001	1580	166.45
09/25/2024	POOL	671352	GRAYBAR ELECTRIC COMPANY	ELECTRICAL SUPPLY	93001	1580	186.20
09/25/2024	POOL	671355*#	CITY OF WARREN	WATER SERVICE	92000	1580	31.59
				WATER SERVICE	92000	1580	3,598.04
				WATER SERVICE	92000	1580	172.30
				WATER SERVICE	92000	1580	31.59
				WATER SERVICE	92000	1580	129.25
				WATER SERVICE	92000	1580	4,656.69
				WATER SERVICE	92000	1580	16,002.30
				WATER SERVICE	92000	1580	9.48
				WATER SERVICE	92000	1580	51.69
				CHECK POOL 671355 TOTAL FOR FUND 592:			24,682.93

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1580 WWTP							
09/25/2024	POOL	671357#	WARREN PIPE & SUPPLY CO	MAINTENANCE SUPPLY	93001	1580	160.38
09/25/2024	POOL	671360	PEAKER SERVICES INC (PSI)	MAINTENANCE SERVICES	93001	1580	3,065.00
09/25/2024	POOL	671361	FISHER SCIENTIFIC	LAB SUPPLY	74300	1580	79.37
				LAB SUPPLY	74300	1580	190.86
				CHECK POOL 671361 TOTAL FOR FUND 592:			270.23
09/25/2024	POOL	671364*#	OSCAR W LARSON CO	FUEL TANK MAINTENANCE	93020	1580	315.00
09/25/2024	POOL	671367	MICHIGAN CAT	GENERATOR MAINTENANCE	93001	1580	2,157.00
				GENERATOR MAINTENANCE	93001	1580	763.00
				CHECK POOL 671367 TOTAL FOR FUND 592:			2,920.00
09/25/2024	POOL	671368*#	STATE OF MICHIGAN	NATURAL GAS JULY 2024	92000	1580	22,208.96
09/25/2024	POOL	671379	MWEA	MEMBERSHIP DUES	71302	1580	95.00
09/25/2024	POOL	671380	MACOMB GROUP	MAINTENANCE SUPPLY	93001	1580	17.28
09/25/2024	POOL	671381	TETRA TECH INC	ENGINEERING SERVICES	80100	1580	7,000.00
				ENGINEERING SERVICES	80100	1580	9,948.00
				CHECK POOL 671381 TOTAL FOR FUND 592:			16,948.00
09/25/2024	POOL	671383#	MAURER'S TEXTILE RENTAL	MAINTENANCE SERVICE	93020	1580	56.87
				MAINTENANCE SERVICE	93020	1580	21.56
				MAINTENANCE SERVICE	93020	1580	21.56
				MAINTENANCE SERVICE	93020	1580	21.56
				MAINTENANCE SERVICE	93020	1580	56.87
				MAINTENANCE SERVICE	93020	1580	36.18
				CHECK POOL 671383 TOTAL FOR FUND 592:			214.60
09/25/2024	POOL	671388	RADWELL INTERNATIONAL INC	INSTRUMENTS	93001	1580	1,275.81
09/25/2024	POOL	671392	FLUKE ELECTRONICS	ICS CALIBRATION	93001	1580	248.10
09/25/2024	POOL	671393	ALS ENVIRONMENTAL	PFAS TESTING	74300	1580	460.00
09/25/2024	POOL	671395	BAKER'S GAS AND WELDING SUPPLIES	MONTHLY SPECIAL GASES	74300	1580	89.13

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1580 WWTP							
09/25/2024	POOL	671401*#	HOME DEPOT CREDIT SERVICE	MISC SUPPLIES	93001	1580	116.68
09/25/2024	POOL	671404	DANUTA DORDESKI	REIMBURSEMENT	74000	1580	35.00
09/25/2024	POOL	671420	CDW GOVERNMENT INC	COMPUTER SUPPLY	93001	1580	124.50
				COMPUTER SUPPLY	93001	1580	1,335.36
				COMPUTER SUPPLY	93001	1580	53.97
				CHECK POOL 671420 TOTAL FOR FUND 592:			1,513.83
09/25/2024	POOL	671429*#	ULINE INC	SAFETY EQUIPMENT	74000	1580	1,029.79
09/25/2024	POOL	671431*#	GOV CONNECTION INC	COMPUTER SUPPLY	93001	1580	2,088.78
				COMPUTER SUPPLY	93001	1580	659.75
				CHECK POOL 671431 TOTAL FOR FUND 592:			2,748.53
09/25/2024	POOL	671465	METAL MART USA	MAINTENANCE SUPPLY	93001	1580	144.00
09/25/2024	POOL	671486	MICRO CENTER	COMPUTER SUPPLIES	74000	1580	122.94
09/25/2024	POOL	671532	EVOQUA WATER TECHNOLOGIES	LAB CHEMICALS & SUPPLY	74300	1580	359.00
09/25/2024	POOL	671536	TRAPS AND TAILS LLC	ANIMAL TRAPPING SERVICE	93020	1580	1,100.00
09/25/2024	POOL	671547	ROY SMITH COMPANY	SPECIALTY GASES	74300	1580	141.00
09/25/2024	POOL	671553*#	PRIORITY WASTE LLC	TRASH REMOVAL	93001	1580	41.80
				TRASH REMOVAL	93001	1580	225.72
				CHECK POOL 671553 TOTAL FOR FUND 592:			267.52
09/25/2024	POOL	671558	TEDESCO BUILDING SERVICES INC	JANITORIAL SERVICE	93020	1580	5,750.67
09/25/2024	POOL	671575*#	ASCENTIS CORPORATION	MONTHLY TIME CLOCK MAINTENANCE	74000	1580	190.80
09/25/2024	POOL	671584	PREMIER GROUP ASSOCIATES LC	LAWN MOWING SERVICE	93001	1580	1,490.80
				LAWN MOWING SERVICE	93001	1580	3,602.20
				CHECK POOL 671584 TOTAL FOR FUND 592:			5,093.00
09/25/2024	POOL	671599	ENVIRONMENTAL EXPRESS INC	LAB SUPPLIES	74300	1580	3,042.77
09/25/2024	POOL	671614	BLUE WATER INDUSTRIAL PRODUCTS	EPA PROTOCOL GASES	74300	1580	72.00
09/25/2024	POOL	671615	KIJERO, LLC	ICS COMPUTER HARDWARE	93001	1580	2,350.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 1580 WWTP							
09/25/2024	POOL	671621	MP PREDICTIVE TECHNOLOGIES INC	COMPUTER SUPPLIES	74000	1580	2,103.78
09/25/2024	POOL	671708	METRO CONTROLS INC	HVAC MAINTENANCE	93020	1580	3,974.67
				HVAC MAINTENANCE	93020	1580	598.60
				HVAC MAINTENANCE	93020	1580	934.00
				HVAC MAINTENANCE	93020	1580	435.56
				HVAC MAINTENANCE	93020	1580	270.32
				HVAC MAINTENANCE	93020	1580	710.96
				HVAC MAINTENANCE	93020	1580	407.47
				HVAC MAINTENANCE	93020	1580	160.16
				HVAC MAINTENANCE	93020	1580	270.32
				HVAC MAINTENANCE	93020	1580	893.12
				CREDIT MEMO	93020	1580	(934.00)
				CHECK POOL 671708 TOTAL FOR FUND 592:			7,721.18
				Total for department 1580:			110,702.11
Department: 9044 EXPENSE							
09/25/2024	POOL	671387#	DVM UTILITIES INC	SANITARY SEWER LINING	97001	9044	107,191.00
09/25/2024	POOL	671419*#	ANDERSON ECKSTEIN & WESTRICK	ENGINEERING SERVICES	97001	9044	3,729.27
				ENGINEERING SERVICES	97001	9044	1,864.63
				ENGINEERING SERVICES	97001	9044	8,620.71
				ENGINEERING SERVICES	97001	9044	1,371.00
				ENGINEERING SERVICES	97001	9044	11,190.67
				ENGINEERING SERVICES	97001	9044	5,595.34
				ENGINEERING SERVICES	97001	9044	5,769.87
				CHECK POOL 671419 TOTAL FOR FUND 592:			38,141.49
09/25/2024	POOL	671421*#	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	97001	9044	2,607.11
				ENGINEERING SERVICES	97001	9044	30,086.77
				ENGINEERING SERVICES	97001	9044	80,114.00
				ENGINEERING SERVICES	97001	9044	37,021.37
				ENGINEERING SERVICES	97001	9044	18,250.70
				ENGINEERING SERVICES	97001	9044	4,789.58
				ENGINEERING SERVICES	97001	9044	10,062.73
				ENGINEERING SERVICES	97001	9044	12,578.41
				CHECK POOL 671421 TOTAL FOR FUND 592:			195,510.67
09/25/2024	POOL	671438#	VIL CONSTRUCTION INC	WATER MAIN REPLACEMENT	97001	9044	878,976.01

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER & SEWER SYSTEM FUND							
Department: 9044 EXPENSE							
09/25/2024	POOL	671505#	BRICCO EXCAVATING	WATER MAIN REPLACEMENT	97001	9044	831,165.82
				Total for department 9044:			2,050,984.99
Department: 9047 EXPENSE							
09/12/2024	POOL	671321	HAMILTON CHEVROLET INC	2024 CHEVROLET EXPRESS CUTAWAY VAN	98040	9047	68,122.00
09/12/2024	POOL	671323	WOLVERINE FREIGHTLINER EASTSIDE	FREIGHTLINER CAB/CHASSIS	98040	9047	130,512.00
09/12/2024	POOL	671327	BERGER CHEVROLET INC	OPERATING EQUIPMENT	98040	9047	49,527.00
09/25/2024	POOL	671396	PRESIDIO NETWORKED SOLUTIONS	NETWORK SERVICES	98080	9047	1,560.00
				NETWORK SERVICES	98080	9047	1,800.00
				CHECK POOL 671396 TOTAL FOR FUND 592:			3,360.00
09/25/2024	POOL	671414	METCO SERVICES INC	PROGRAM PERFORMANCE CERTIFICATION	98080	9047	1,824.00
				PROGRAM PERFORMANCE CERTIFICATION	98080	9047	1,216.00
				CHECK POOL 671414 TOTAL FOR FUND 592:			3,040.00
09/25/2024	POOL	671421*#	HUBBELL ROTH & CLARK INC	ENGINEERING SERVICES	98080	9047	76.00
09/25/2024	POOL	671563#	COMMERCIAL CONTRACTING CORPORATION	DETENTION BASIN	98080	9047	391,904.10
09/25/2024	POOL	671571	TIMMONS GROUP INC	WORK ORDER SYSTEM	98040	9047	742.50
09/25/2024	POOL	671604	BIRKS WORKS ENVIRONMENTAL LLC	INCINERATOR CLEANING	98080	9047	7,560.00
				INCINERATOR CLEANING	98080	9047	2,800.00
				CHECK POOL 671604 TOTAL FOR FUND 592:			10,360.00
				Total for department 9047:			657,643.60
Department: 9072 EXPENSE							
09/25/2024	POOL	671511*#	HUNTINGTON NATIONAL BANK	AGENCY FEE	99700	9072	500.00
				Total for department 9072:			500.00
				Total for fund 592 WATER & SEWER SYSTEM FUND			2,718,692.70

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 596 W&S PAYROLL REVOLVING FUND							
Department: 0000							
09/05/2024	POOL	671310*	WARREN MUNICIPAL FEDERAL	PAYROLL DEDUCTIONS	23101	0000	8,099.00
09/05/2024	POOL	671313*	MISDU	PAYROLL DEDUCTIONS	23200	0000	711.96
09/05/2024	POOL	671316*	LOCAL U227	UNION DUES DEDUCTIONS	23110	0000	1,830.00
09/05/2024	POOL	671317*	AFLAC GROUP	PAYROLL DEDUCTIONS	23127	0000	1,266.44
				Total for department 0000:			11,907.40
				Total for fund 596 W&S PAYROLL REVOLVING FUND			11,907.40

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 701 UNALLOCATED TAX FUND							
Department: 9701 UNALLOCATED TAX EXPEND							
09/25/2024	POOL	671626	KENNETH K JORDAN	DUPLICATE PAYMENT	96500	9701	4,895.46
09/25/2024	POOL	671627	JEREMY & THORNNA JACKSON	DUPLICATE PAYMENT	96500	9701	3,341.34
09/25/2024	POOL	671628	LERETA LLC	DUPLICATE PAYMENT	96500	9701	3,704.91
09/25/2024	POOL	671658	CORELOGIC CENTRALIZED REFUNDS	DUPLICATE PAYMENT	96500	9701	1,687.65
09/25/2024	POOL	671659	CYNTHIA ROMANOW TTEE	DUPLICATE PAYMENT	96500	9701	502.14
09/25/2024	POOL	671660	LERETA LLC	DUPLICATE PAYMENT	96500	9701	4,918.28
09/25/2024	POOL	671701	RAY L MARTIN	DUPLICATE PAYMENT	96500	9701	1,105.97
09/25/2024	POOL	671702	PHILIP RUCINSKI	DUPLICATE PAYMENT	96500	9701	513.02
09/25/2024	POOL	671703	MIKE ZINN	DUPLICATE PAYMENT	96500	9701	349.02
09/25/2024	POOL	671704	JOSHUA CORNEILLE	DUPLICATE PAYMENT	96500	9701	1,593.29
				Total for department 9701:			22,611.08
				Total for fund 701 UNALLOCATED TAX FUND			22,611.08

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 704 FIRE INSURANCE WITHHOLDNG							
Department: 0000							
09/25/2024	POOL	671661	METALLURGICAL PROCESSING	FIRE INSURANCE WITHHOLDING	28300	0000	55,927.79
				Total for department 0000:			55,927.79
				Total for fund 704 FIRE INSURANCE WITHHOLDNG			55,927.79

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 750 PAYROLL REVOLVING FUND							
Department: 0000							
09/05/2024	POOL	671309	WARREN POLICE OFFICER'S	UNION DUES DEDUCTIONS	23115	0000	14,459.34
09/05/2024	POOL	671310*	WARREN MUNICIPAL FEDERAL	PAYROLL DEDUCTIONS	23101	0000	60,502.00
09/05/2024	POOL	671311	CHPTR 13 STANDING TRUSTEE	PAYROLL DEDUCTION	23200	0000	1,277.74
09/05/2024	POOL	671312	CHPTR 13 STANDING TRUSTEE	PAYROLL DEDUCTION	23200	0000	453.98
09/05/2024	POOL	671313*	MISDU	PAYROLL DEDUCTIONS	23200	0000	9,100.47
09/05/2024	POOL	671316*	LOCAL U227	UNION DUES DEDUCTIONS	23110	0000	6,600.00
09/05/2024	POOL	671317*	AFLAC GROUP	PAYROLL DEDUCTIONS	23127	0000	10,299.69
09/05/2024	POOL	671318	U.S. ASSET MANAGEMENT	PAYROLL DEDUCTION	23200	0000	555.26
09/05/2024	POOL	671319	STATE DISBURSEMENT UNIT	PAYROLL DEDUCTION	23200	0000	294.73
				Total for department 0000:			103,543.21
				Total for fund 750 PAYROLL REVOLVING FUND			103,543.21
			TOTAL - ALL FUNDS				6,885,192.46

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

CITY OF WARREN
BILLS TO BE APPROVED FOR PAYMENT
REGULAR MEETING OF SEPTEMBER 24, 2024

MISCELLANEOUS WIRE TRANSFERS

TRANSFER TO	DATE	AMOUNT
ICMA-DEF COMP	8/8/2024	79,012.76
ICMA-DEF COMP	8/22/2024	80,502.16
ICMA-401A	8/8/2024	154,862.13
ICMA-401A	8/22/2024	156,904.20
ICMA-ROTH IRA	8/8/2024	17,610.23
ICMA-ROTH IRA	8/22/2024	17,660.23
MERS-HCSP	8/8/2024	86,929.36
MERS-HCSP	8/22/2024	91,314.24
VOYA-DEF COMP	8/8/2024	9,865.26
VOYA-DEF COMP	8/22/2024	9,465.26
WAGEWORKS	8/8/2024	20,088.38
WAGEWORKS	8/22/2024	20,821.73
P&F VEBA-EE	8/20/2024	131,927.06
CITY RETIREMENT	8/28/2024	420,937.00
CITY VEBA	8/28/2024	357,032.00
P&F RETIREMENT	8/28/2024	1,324,000.00
P&F VEBA	8/28/2024	715,783.00
COMPONE ADMIN	8/20/2024	21,678.33
ASU GROUP	8/21/2024	26,070.00
ASU GROUP	8/21/2024	17,670.65
MICROSOFT	8/20/2024	3,314.00
AUGUST 2024	TOTAL	$3,763,447.98

WIRES FOR HEALTH CARE CLAIMS

TRANSFER TO	DATE	AMOUNT
BC/BS	8/6/2024	317,208.85
BC/BS	8/13/2024	741,891.35
BC/BS	8/20/2024	559,633.09
BC/BS	8/27/2024	705,516.46
AUGUST 2024	TOTAL	$2,324,249.75

WIRE TRANSFERS TO MACOMB COUNTY

TRANSFER TO	DATE	AMOUNT
MACOMB COUNTY	8/1/2024	89,856.60
MACOMB COUNTY	8/2/2024	46,634.83
MACOMB COUNTY	8/5/2024	154,558.71
MACOMB COUNTY	8/6/2024	273,502.45
MACOMB COUNTY	8/7/2024	160,925.58
MACOMB COUNTY	8/8/2024	113,325.91
MACOMB COUNTY	8/9/2024	109,495.06
MACOMB COUNTY	8/12/2024	71,678.88
MACOMB COUNTY	8/13/2024	168,454.04
MACOMB COUNTY	8/14/2024	185,276.13
MACOMB COUNTY	8/15/2024	136,026.22
MACOMB COUNTY	8/16/2024	236,257.30
MACOMB COUNTY	8/19/2024	381,307.93
MACOMB COUNTY	8/20/2024	641,721.79
MACOMB COUNTY	8/21/2024	115,973.95
MACOMB COUNTY	8/22/2024	351,420.81
MACOMB COUNTY	8/23/2024	366,878.22
MACOMB COUNTY	8/26/2024	339,075.50
MACOMB COUNTY	8/27/2024	474,825.49
MACOMB COUNTY	8/28/2024	188,454.54
MACOMB COUNTY	8/29/2024	352,263.22
MACOMB COUNTY	8/30/2024	6,625,449.86
AUGUST 2024	TOTAL	$11,583,363.02

WIRES FOR FEDERAL W/HOLDING TAX

PAID FROM	DATE	AMOUNT
COMERICA BANK	8/7/2024	519,137.77
COMERICA BANK	8/21/2024	537,335.53
AUGUST 2024	TOTAL	$1,056,473.30

CITY OF WARREN
BILLS TO BE APPROVED FOR PAYMENT
REGULAR MEETING OF SEPTEMBER 24, 2024

WIRE TRANSFERS TO TAXING AUTHORITIES

SCHOOL DISTRICT	8/2/2024	8/9/2024	8/16/2024	8/23/2024	8/30/2024
FITZGERALD	444,758.96	660,953.28	484,540.78	694,507.89	3,297,779.18
VAN DYKE	290,966.21	904,873.05	296,425.71	704,148.21	2,714,750.81
EAST DETROIT	73,937.21	79,586.49	92,636.12	193,488.81	574,774.42
CENTER LINE	312,982.34	271,167.74	320,589.38	404,058.95	2,428,526.61
WARREN WOODS	388,696.55	250,517.60	400,980.68	577,432.22	2,761,502.46
WARREN CON	1,028,966.33	1,240,113.89	1,167,538.40	4,366,159.11	7,541,164.95
MACOMB COMM	0.00	225,922.05	214,731.00	479,464.28	1,834,927.94
MACOMB INTER	715,298.47	825,332.98	732,529.72	1,635,619.15	6,259,634.62
MACOMB COUNTY	1,013,940.96	1,147,191.05	1,045,690.25	3,078,886.81	12,121,401.90
TOTAL	$4,269,547.03	$5,605,658.13	$4,755,662.04	$12,133,765.43	$39,534,462.89

TOTAL FOR AUGUST 2024 DISBURSEMENTS
TO TAXING AUTHORITIES **$66,299,095.52**

End of Item 8

Notice of Appeal

City of Warren City Council
One City Square
Warren Michigan 48093

Re: Appeal of Administrative Ruling dated August 26th 2024 suspending business operations of DKB2, LLC conducted 32900 Dequindre Ave Warren Michigan.

Dear City Council Members,

The undersigned is counsel for DKB2, LLC in connection with a License Suspension dated August 26th 2024 and attached to this letter. DKB2, LLC hereby exercises its right to appeal the License Suspension administrative decision. DKB2,LLC operates a licensed cannabis cultivation business at the above described premises. It applied for and obtained all necessary permits for the electrical, plumbing ,HVAC and other systems presently in place at the premises and has been lawfully operating under such permits since the day it commenced business. Apparently since the time DKB2,LLC lawfully opened for business, a change in ventilation requirements has been made. Though this business is ostensibly grandfathered under the requirements that were in place at the time it obtained its permits and opened for business, DKB2, LLC is willing to install the ventilation improvements that would bring the use of certain CO2 systems into compliance under standards that are currently in effect.

Based upon the foregoing, DKB2,LLC respectfully requests that City Council revoke the administrative suspension for a sufficient period of time to enable it to install the remedial ventilation system required under rules that are currently in effect. It is anticipated that such improvements will be completed within 120 days of the date of this notice of appeal.

Thank you for your consideration.

Very Truly Yours,

Joseph Thomas

Original affidavit - Issuing court
Copies as needed

AFFIDAVIT FOR ADMINISTRATIVE SEARCH WARRANT

Everett Murphy, Chief Zoning Inspector, City of Warren, affiant(s), state that:

1. The person, place, or thing to be searched is described as and is located at:
The interior and exterior of the building or dwelling on the premises located at 32900 Dequindre Road, Suite B, Warren, Michigan 48092, including all structures, appurtenant buildings, basement, cellar, interior rooms, closets and facilities, including any surface or subsurface areas, building materials, and vegetation.

2. The PROPERTY/PERSON to be searched for and seized, if found, is specifically described as:
Illegal use of CO2.

3. The FACTS establishing probable cause or the grounds for search are:

The property located at 32900 Dequindre Road, Suite B is an Adult Use Marihuana facility. A municipal license was issued on October 12, 2023 for an Adult Use Growing Establishment MRTMA Class C. The license was issued with the condition that there would be NO CO2 ENRICHMENT. (License attached). The facility does not have the proper ventilation system in place in order to operate CO2. Without the proper ventilation system in place the use of CO2 is a serious health and safety danger for anyone in the building. On August 23, 2024 at 3:57 p.m. Chief Mechanical Inspector Adam Bidoul received an anonymous complaint that a worker was sent home sick due to unsafe levels of CO2. Mr. Bidoul was directed to visit the facility on his way home from work. Upon arrival at the facility, Adam observed no vehicles on the premises. Adam observed the CO2 tank to be in on. The main shut off valve was in the open position. (See attached photos). On Saturday August 24, 2024, at 9:00 a.m., Chief Zoning Inspector, Everett Murphy inspected the premises and found one vehicle at the site. The City was concerned about workers being present in the building in unsafe conditions. Mr. Murphy observed the CO2 tank with frost and condensation on the exterior of the tank indicating that CO2 was flowing through the piping or recently had been flowing through the piping. Mr. Murphy observed two shut off valves marked as dangerous, do not operate. Both valves were in the "open" position. A padlock was attached to the main shut off valve at the CO2 tank, despite being in the open position. (See attached photos). Previous mechanical inspection reports indicate that the facility has ignored warnings about the use of CO2 without the proper safety equipment and procedures in place.

The United States Supreme Court has indicated that the standards for issuing an administrative warrant "may be based upon the passage of time, the nature of the building, or the condition of the entire area, but they will not necessarily depend upon specific knowledge of the condition of the particular dwelling." *Camara v Muni Court of City & Co of San Francisco*, 387 US 523, 538; 87 S Ct 1727; 18 L Ed 2d 930 (1967). The City has a strong interest in protecting the health and safety of the public from contamination, explosions, nuisances, odor and dangers associated with incorrect cultivation of marihuana, or the danger or risks associated with building occupied without meeting local or state codes. The criteria used when inspecting the property is contained in Chapters 19.5 and 28 of the Warren Code of Ordinances and Appendix A - chapter 20 of the Code of Zoning Ordinances of the City of Warren, as well as the International Property Maintenance Code and State Construction Code.

This affidavit consists of two pages.

Everett Murphy, Affiant

Reviewed on 8/26/24
Date

By _____
Prosecuting official

Original affidavit - Issuing court
Copies as needed

ADMINISTRATIVE SEARCH WARRANT

Subscribed and sworn to before me 8/26/24
Date

37th District Court

_____
Judge/Magistrate Bar no.

AFFIDAVIT FOR ADMINISTRATIVE SEARCH WARRANT

TO THE SHERIFF OR ANY PEACE OFFICER:

Police Agency Report Number: _____

Everett Murphy, Chief Zoning Inspector, City of Warren, Michigan, has sworn to the affidavit regarding the following:

1. **The person, place, or thing to be searched is described as and is located at:** 32900 Dequindre, Suite B, Warren, Michigan 48092.

_____.
Address

1. The PROPERTY to be searched is specifically described as:

The interior and exterior of the structure(s) located on the above-listed property including, but not limited to, basements, interior rooms, closets, appurtenant structures, closets, facilities, including any surface of subsurface areas, building materials, septic systems and utilities facilities and back, and side yards, vegetation, garage and fences.

IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN: I have found that probable cause exists and you are commanded to search the described property, photograph and shut down any and all use of CO2. Leave a copy of this warrant at the premises. You are further commanded to promptly return this warrant to the court.

Issued: 8/26/24
Date

_____ P51337
Judge/Magistrate Bar no.

RETURN AND TABULATION

Search was made 8/26/24
Date

Everett Murphy
Inspector

Copy of warrant served on: GAIL RAY STRICKLAND
Name

AFFIDAVIT AND ADMINISTRATIVE SEARCH WARRANT

ADULT USE MARIHUANA MUNICIPAL LICENSE

ADULT USE MARIHUANA GROWING ESTABLISHMENT MRTMA CLASS C

NO CO2 ENRICHMENT

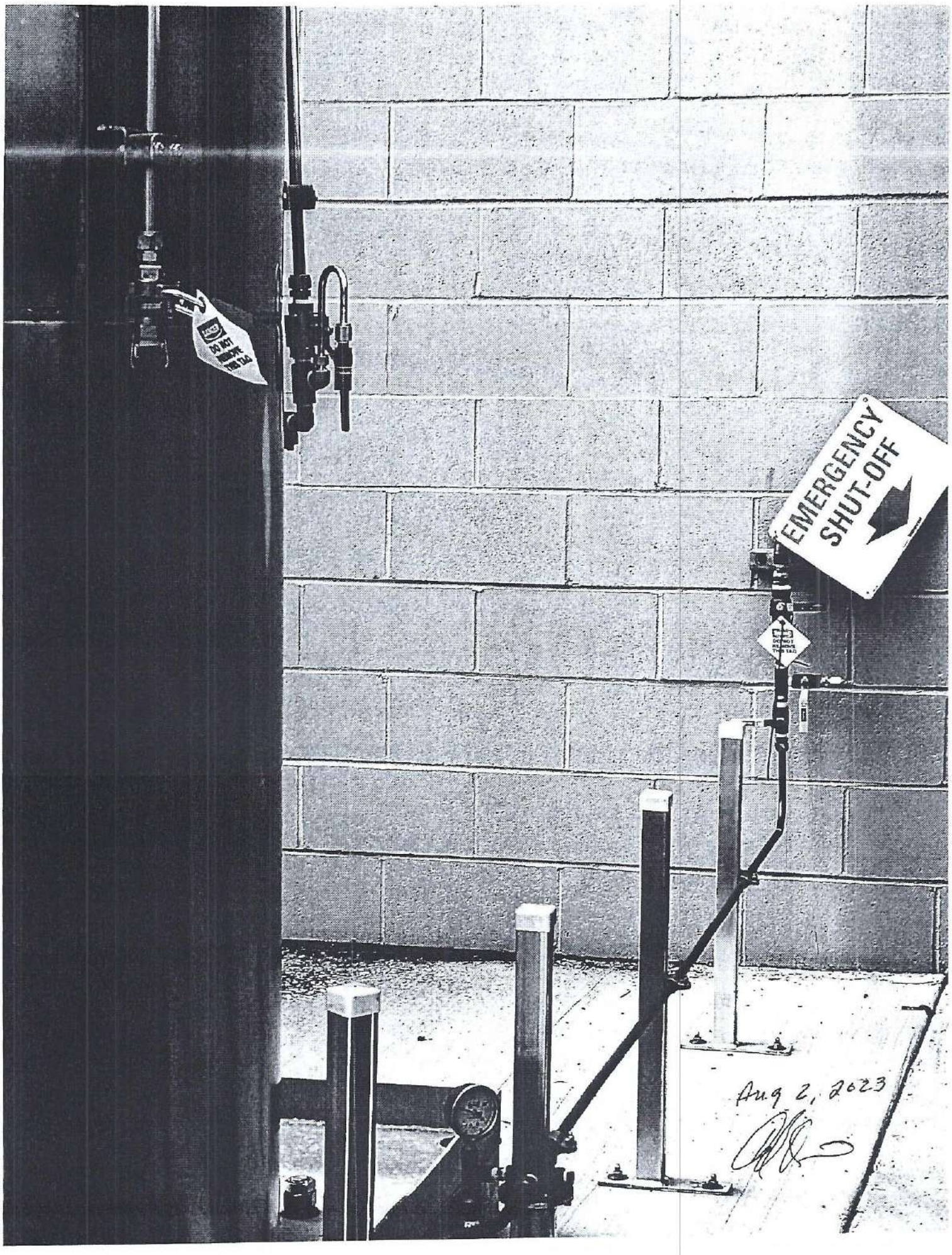
This License hereby certifies that the City of Warren has granted a Municipal License for the above identified Adult Use Marihuana Establishment to Licensee in accordance with and subject to the City of Warren's Marihuana Regulatory Ordinance and the City of Warren Zoning Ordinance. The City's grant of this License is conditioned on the Licensee's compliance with all laws, local ordinances, and any and all special conditions imposed by the City or State. The Licensee shall obtain all required State of Michigan and local licenses, permits, and approvals including a State of Michigan Adult Use Marihuana Establishment License under the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq., prior to commencing operation of the Marihuana Establishment. Both the State of Michigan and the City's Municipal Licenses shall be kept current and publicly displayed within the Marihuana Establishment with a valid City Certificate of Compliance. The Licensee does not hold any right, title, franchise, or any other property interest or vested right in this License. This License is exclusive to the Licensee identified below, it shall not be sold or transferred.

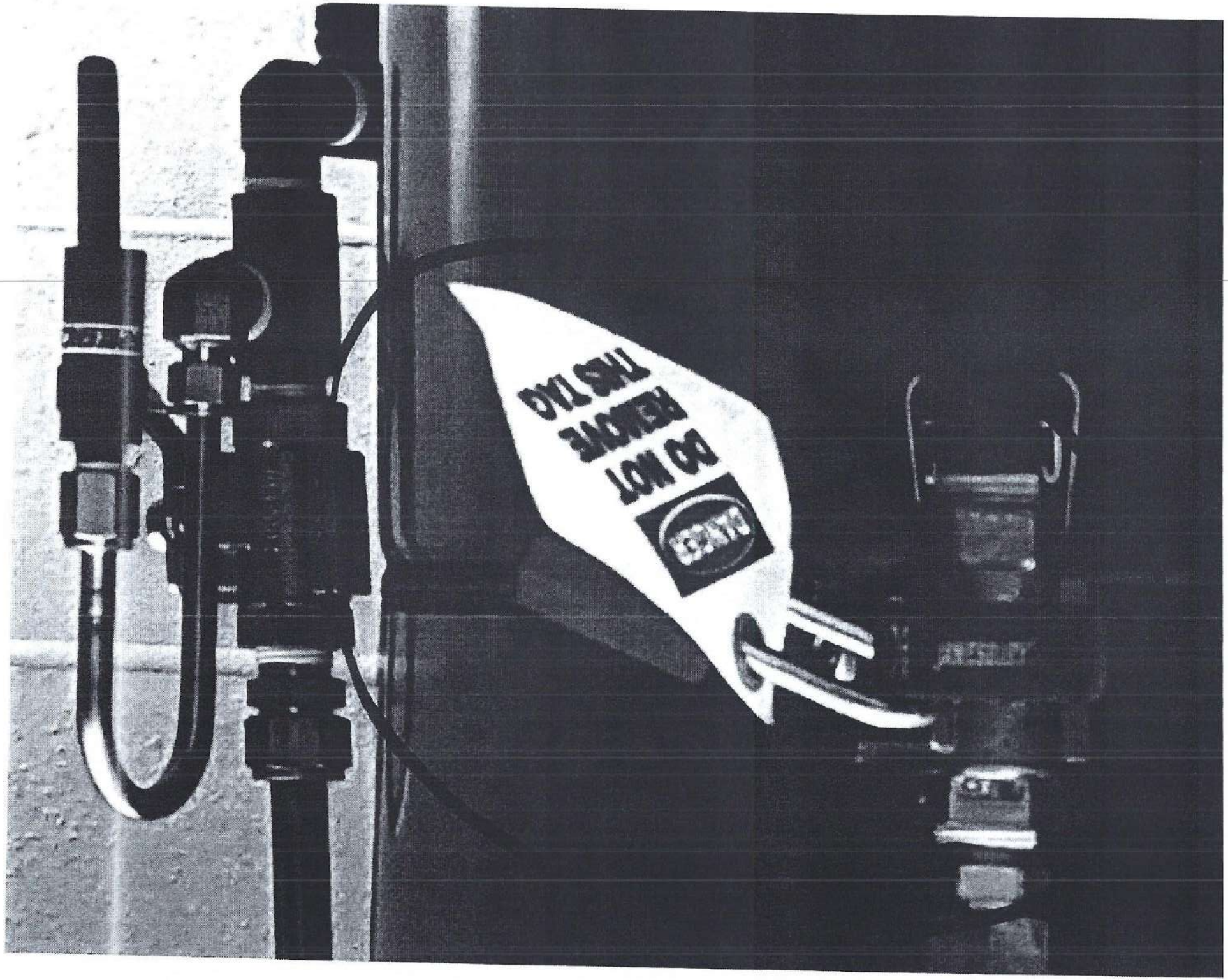
ESTABLISHMENT:	DKB2, LLC	**LICENSE EFFECTIVE:**	10/12/2023
LICENSEE:	DENNIS BOSTICK JR.	**LICENSE EXPIRES:**	11/05/2024
ADDRESS:	32900 DEQUINDRE STE B	**LICENSE NUMBER:**	CAUE - 103

ISSUED THIS 12 TH DAY OF OCTOBER 2023

City of Warren Building Director,
James Cummins

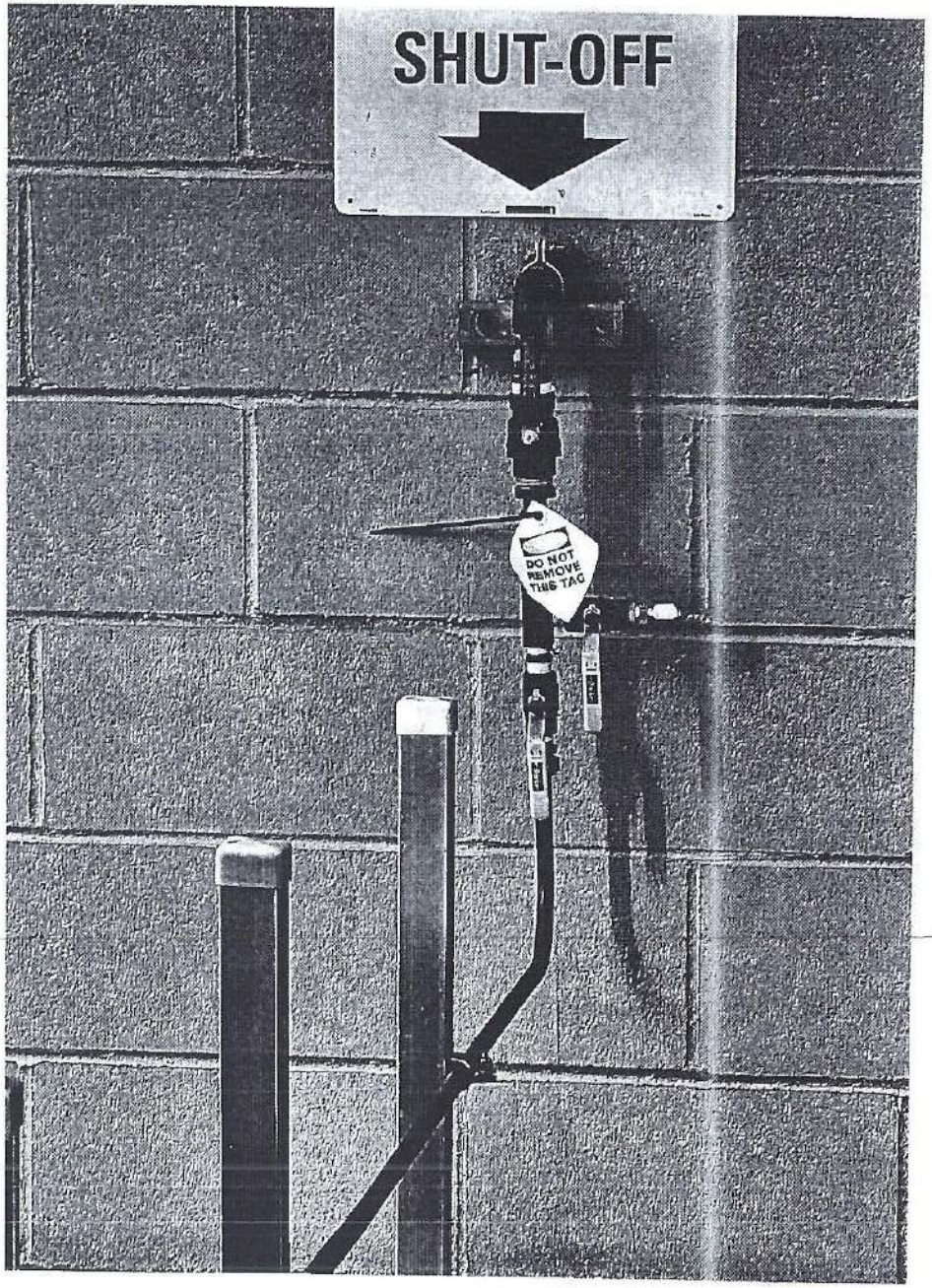
Licensee

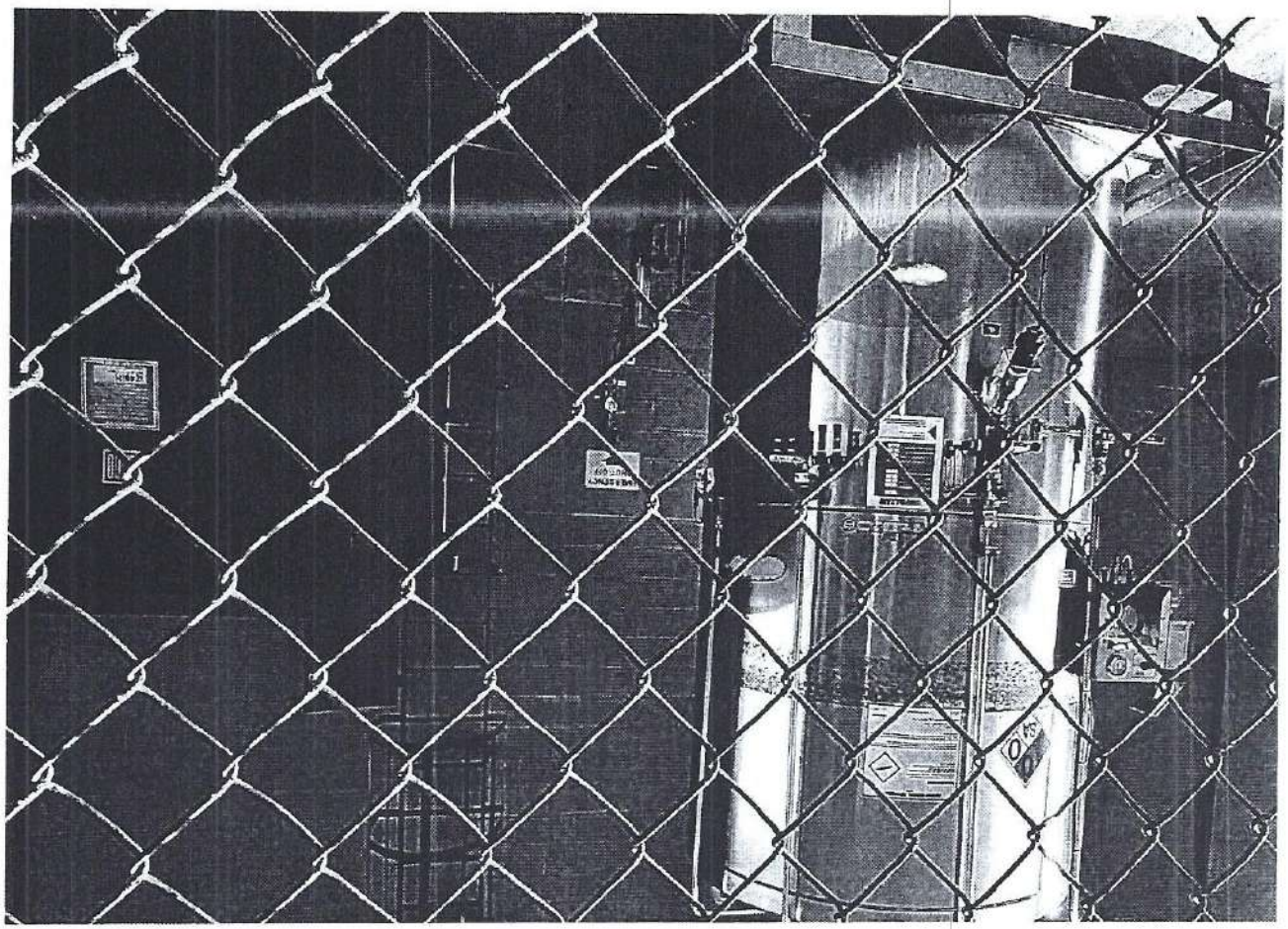

EMERGENCY
SHUT-OFF
Aug 2, 2023

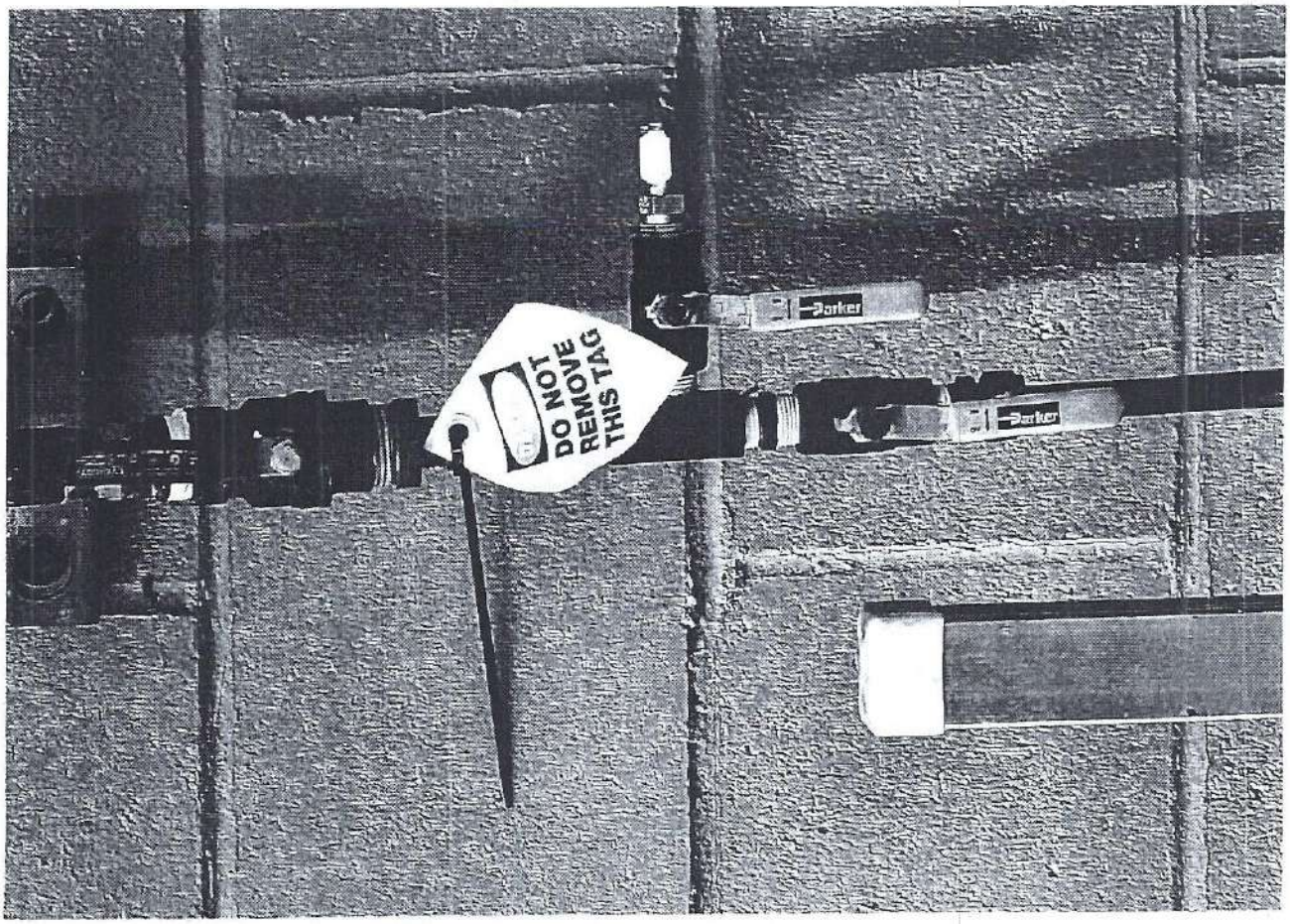

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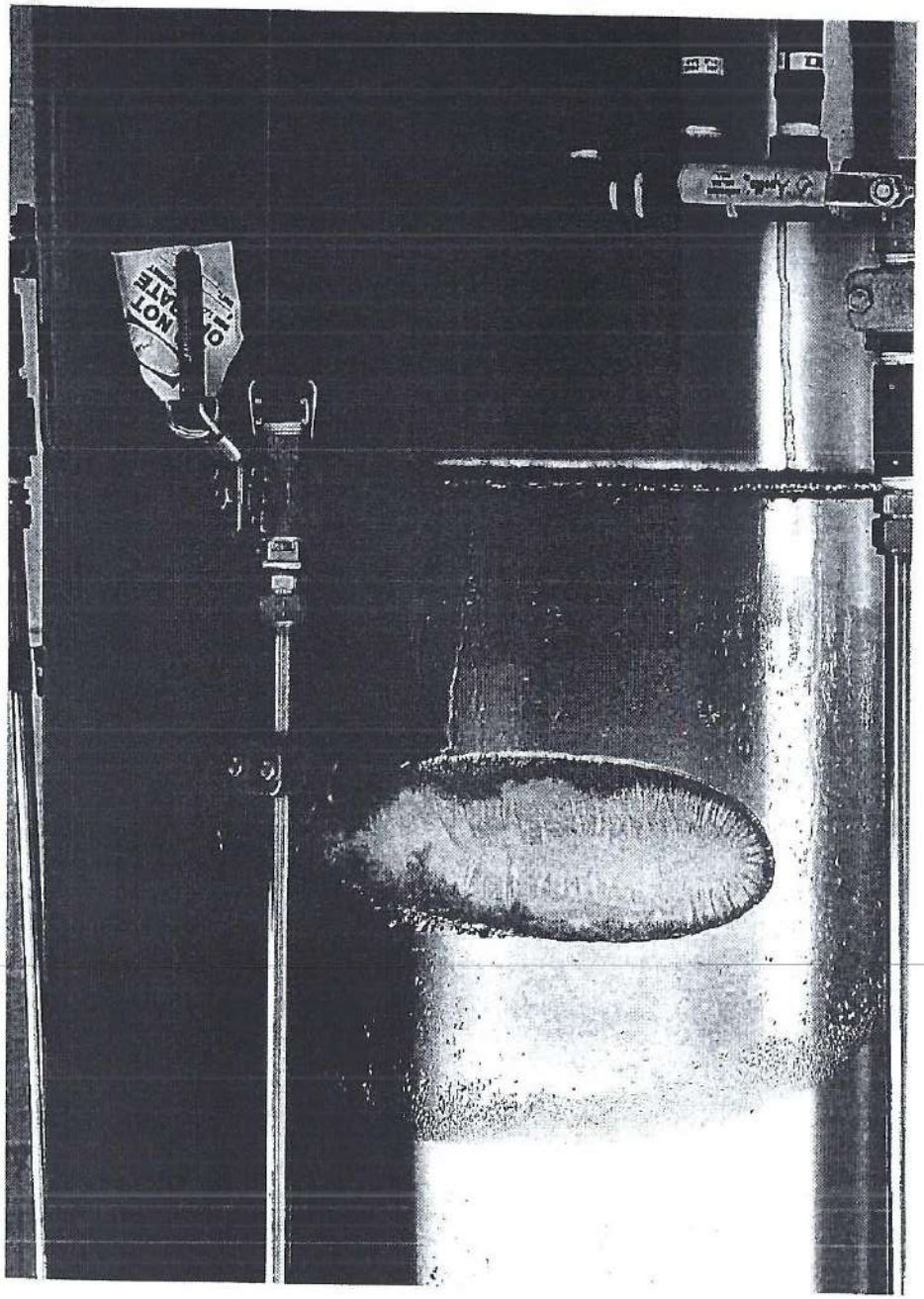
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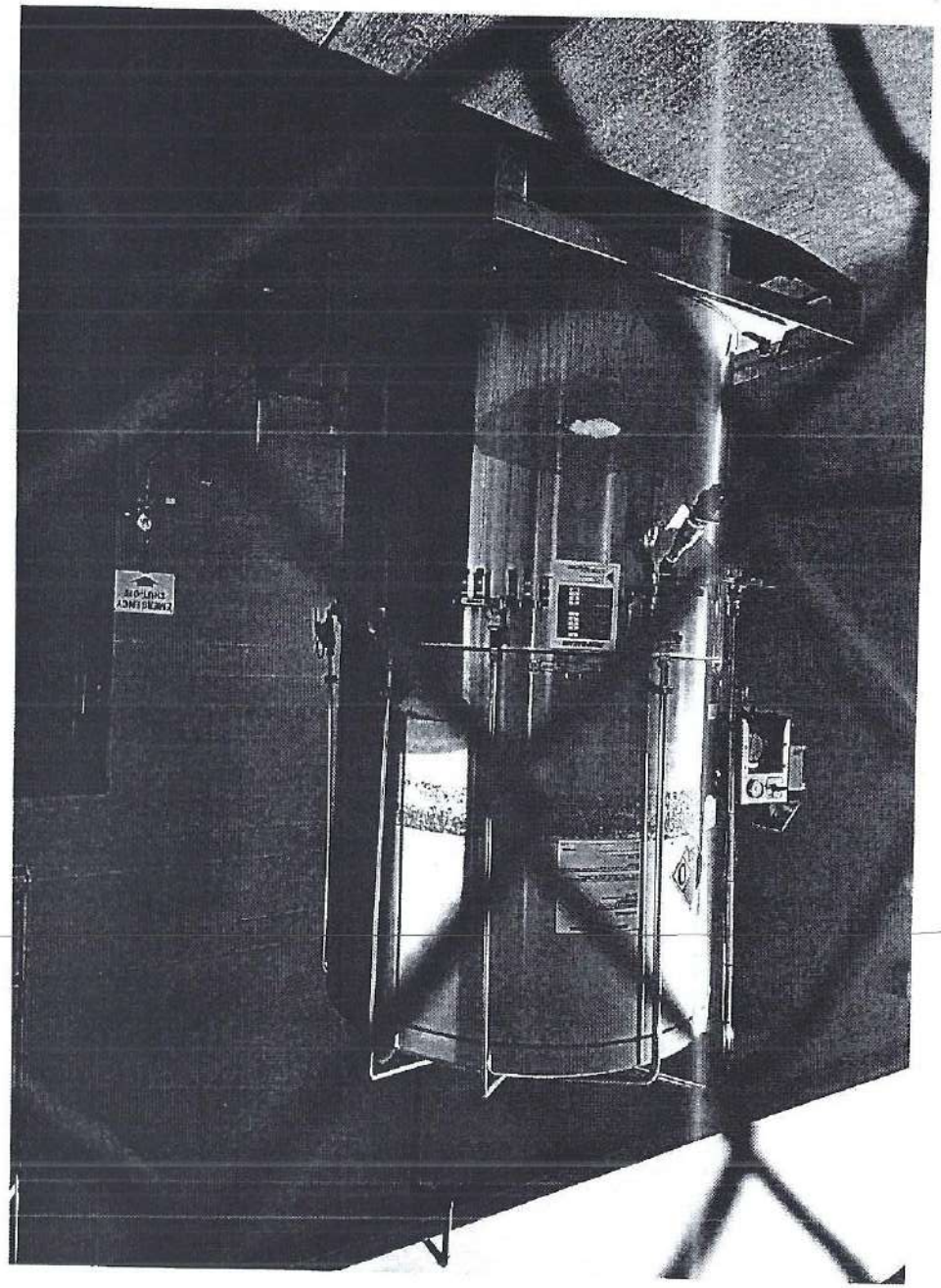

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CITY OF WARREN DEPARTMENT OF PUBLIC SERVICE

NOTICE OF LICENSE SUSPENSION

EFFECTIVE AUGUST 26, 2024

PURSUANT TO WARREN CODE OF ORDINANCE(S) 19.5-16(i)(1) THE CITY OF WARREN ON AUGUST 26, 2024 SUSPENDS THE LICENSE ISSUED TO DKB2, LLC, DENNIS BOSTICK, JR. LICENSE NUMBER CAUE-103 ISSUED ON OCTOBER 12, 2023 AND EXPIRING ON NOVEMBER 5, 2024 AT 32900 DEQUINDRE ROAD, SUITE B FOR THE FOLLOWING REASON:

ILLEGAL USE OF CARBON DIOXIDE POSING A SERIOUS AND IMMEDIATE HEALTH, SAFETY AND WELFARE DANGER FOR ALL EMPLOYEES AND VISITORS. SEE WARREN CODE OF ORDINANCES 19.5-15.

This suspension will remain in effect pending further investigation by the City of Warren and State of Michigan to ensure compliance with all State Laws and Local Ordinances.

_____ **August 26, 2024**

David Muzzarelli
Director of Public Service

I acknowledge receipt of this Notice of License Suspension and Appeal Rights on August 26, 2024.

BY:_____

_____
Print Name

RIGHTS OF APPEAL ON FOLLOWING PAGE

YOU HAVE THE RIGHT TO APPEAL THIS DECISION. Warren Code of Ordinances 19.5-16(h)

(1)Written request.

a.A license applicant may appeal an administrative ruling denying, revoking, or not renewing a municipal license by submitting a written request for an appeal hearing to city council within fourteen (14) days of the city's denial, revocation, or nonrenewal of the municipal license.

b.If the licensee submits a written request to appeal a license revocation or nonrenewal, the license is suspended during the pendency of the appeal process.

(2)Hearing. City council shall hold a public hearing within thirty (30) days of the license applicant's notice of appeal. at the hearing, city council shall permit both the license applicant or his/her designee and a representative of the city to speak at the hearing.

(3)Standard of review. Following the hearing, if city council determines that the administrative denial, revocation, or nonrenewal was arbitrary and the license applicant is in compliance with the Warren Code of Ordinances, it may grant, reinstate, or renew the municipal license.

(4)Appeal to circuit court. The license applicant may appeal city council's (i) upholding of an administrative ruling; or (ii) decision to not award a provisioning center facility municipal license to the Macomb County Circuit Court.

If a growing establishment/facility licensee files an appeal pursuant to 19.5-16(h) and does not pose a health of safety risk, he/she/it may continue to grow the marihuana plants currently on the premises on the date of the request to appeal.

End of Item 11

COMMUNITY DEVELOPMENT
One City Square, Suite 210
Warren, MI 48093
(586) 574-4686
Fax (586) 574-4685
www.cityofwarren.org

September 16, 2024

Mindy Moore, Council Secretary

RE: 2024-2025 Emergency Housing Assistance and Related Supportive Services Agreement with the Oakland Livingston Human Service Agency (OLHSA)

As you are aware the City of Warren is the administrator of the Housing Opportunities for Persons with HIV/AIDS (HOPWA) Program as the largest city in the Metropolitan Statistical Area (MSA). As part of the 2024-2025 HOPWA Program Year Budget, City Council approved the allocation of funds to provide emergency housing assistance and related supportive services. This assistance will be offered to eligible persons living with HIV/AIDS within the Five County Region of: Lapeer, Livingston, Macomb, Oakland and St. Clair Counties. The City desires to enter into an agreement with the Oakland Livingston Human Service Agency (OLHSA) to provide such services.

Attached you will find a copy of the proposed agreement. We are asking that Council consider this item at its September 24, 2024 meeting. The appropriate resolution authorizing execution of the agreement for these services is attached.

Should you have any questions regarding this matter, please call Community Development at 574-4686.

Sincerely,

Tom Bommarito
Community Development Director

Read and Concur:

Lori M. Stone
Mayor

Read and Approved as to Form:

City Attorney's Office

RESOLUTION APPROVING HOPWA AGREEMENT
BETWEEN THE OAKLAND LIVINGSTON HUMAN SERVICE AGENCY
AND THE CITY OF WARREN
FOR EMERGENCY HOUSING ASSISTANCE AND RELATED SUPPORTIVE SERVICES

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 24, 2024 at 7:00 p.m. Eastern Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers_____

_____

ABSENT: Councilmembers_____

The following preamble and resolutions were offered by Councilmember _____ and supported by Councilmember _____:

The City is the recipient of Housing Opportunities for Persons with HIV/AIDS (HOPWA) Program funds under the AIDS Housing Opportunity Act, Subtitle D of Title VIII of the Cranston-Gonzalez National Affordable Housing Act, as amended.

The City has allocated a portion of the HOPWA Program funds to provide emergency housing assistance and related supportive services. This assistance will be offered to eligible Persons Living with HIV/AIDS (Program Recipients) within the five-county region of: Lapeer, Livingston, Macomb, Oakland, and St. Clair Counties. (Five-County Region)

The Oakland Livingston Human Service Agency (OLHSA) is a non-profit community action agency, which employs professionally trained personnel who are qualified to provide HOPWA Program housing assistance. OLHSA is willing to provide emergency housing assistance and related supportive services to Program Recipients within the Five-County Region for an amount not to exceed $552,500.

Adequate funding is available in the Emergency Housing Assistance and Housing Advocacy (Related Supportive Services) accounts to enter into an agreement with OLHSA.

The Mayor and Community Development staff recommend that the City enter into an agreement with OLHSA for emergency housing assistance and related supportive services to Program Recipients within the Five-County Region.

IT IS RESOLVED, that the Mayor and City Clerk are authorized to execute an agreement, in such form that meets with the satisfaction of the City Attorney, with OLHSA to provide HOPWA funds for emergency housing assistance and related supportive services to Program Recipients within the Five-County Region up to the total amount of FIVE HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($552,500.00) for the period of October 1, 2024 through September 30, 2025.

AYES: Councilmembers _____

_____

NAYES: Councilmembers _____

_____

RESOLUTION DECLARED ADOPTED THIS 24th day of September, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on September 24, 2024.

_____
SONJA BUFFA
City Clerk

HOPWA AGREEMENT BETWEEN THE OAKLAND LIVINGSTON HUMAN SERVICE AGENCY AND THE CITY OF WARREN FOR EMERGENCY HOUSING ASSISTANCE AND RELATED SUPPORTIVE SERVICES

This Agreement is made this _____ day of _____, 2024 between the City of Warren (the CITY), a Michigan municipal corporation, whose address is One City Square, Warren, MI 48093, and the Oakland Livingston Human Service Agency (OLHSA), a Michigan non-profit corporation, whose address is 196 Cesar E. Chavez Avenue, P.O. Box 430598, Pontiac, MI 48343-0598.

The parties stipulate as follows:

1. The CITY is the grant recipient of funds (Program Funds) from the Housing Opportunities for Persons with AIDS Program (HOPWA Program) enacted under the AIDS Housing Opportunity Act, Subtitle D of Title VIII of the Cranston-Gonzalez National Affordable Housing Act, as amended. Federal Award Identification Number MIH24-F002 awarded on September 11, 2024. The HOPWA Program provides emergency housing assistance and related supportive services for persons living with HIV/AIDS. CFDA Number 14.241.

2. In the current fiscal budget, the CITY appropriated $552,500 a portion of the Program Funds, to provide emergency housing assistance and related supportive services to persons living with HIV/AIDS (Program Recipients).

3. Oakland Livingston Human Service Agency (OLHSA) is a non-profit community action agency, which employs personnel capable of carrying out eligible activities under the HOPWA Program. Unique Entity ID J25FVSQGPKM.

4. OLHSA desires to provide emergency housing assistance and related supportive services to Program Recipients in Lapeer, Livingston, Macomb, Oakland and St. Clair Counties (Five County Region), on behalf of the CITY in accordance with the terms of this Agreement.

5. This Contract is considered a sub-award and will not be used for research and development. There will be no reimbursement for indirect cost 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 OLHSA agree as follows:

SECTION 1. TERM OF AGREEMENT.

The term of this Agreement shall be from October 1, 2024 to the earlier of September 30, 2025 or until exhaustion of Contract Funds, unless terminated sooner in accordance with Sections 11 or 12 of this Agreement.

SECTION 2. PROGRAM RECIPIENT ELIGIBILITY.

1. Except as provided in Paragraph 2, OLHSA shall provide services only to eligible Program Recipients who meet the following qualifications:

   a. A member of the household or family unit must be diagnosed with HIV/AIDS or have HIV antibodies in their blood verified by a written report from a health professional competent to make such a determination.

   b. The household or family unit must be low or moderate income as set forth in Appendix A.

   c. The household member's principal residence must be within the Five County Region.

2. OLHSA may provide housing information services to a person with HIV/AIDS or a Family Member without regard to income limits.

3. Program Recipients must also meet eligibility requirements as listed in the *CITY OF WARREN EMERGENCY HOUSING ASSISTANCE AND RELATED SUPPORTIVE SERVICES POLICY* manual, attached as Appendix B and incorporated by reference into this Agreement. The manual may be periodically revised at the CITY's discretion. Any updates to the manual will be mailed to OLHSA, and shall be deemed incorporated into this Agreement.

SECTION 3. EMERGENCY HOUSING ASSISTANCE.

Emergency housing assistance is a short-term intervention service to help Program Recipients maintain a stable living environment. Program Funds have been allocated to provide two types of emergency housing assistance as listed below:

1. **STRMU Assistance.** Short term rent, mortgage, and utility payment (STRMU), assistance is available to Program Recipients about to lose their housing through pending eviction, foreclosure, or the termination of utilities due to nonpayment.

2. **Permanent Housing Placement/ Move-In Assistance.** Financial assistance will be provided to Program Recipients who are currently homeless or living in temporary or unstable housing. Move-In Assistance may only be used to pay for the following: first month's rent, security deposit, utility deposit or one time utility hookup fees, applications fees, credit check expenses, and first month or initial payment of rental insurance.

SECTION 4. SUPPORTIVE SERVICES.

Program Funds have also been allocated to provide the supportive services identified below to Program Recipients to help them develop long term solutions to their housing problems:

1. Housing case management, which will include the preparation of a personal housing service plan.

2. Assistance accessing available benefits and services.

3. Life skill education.

SECTION 5. RESPONSIBILITES OF OLHSA.

OLHSA, in accordance with the general purposes and objectives of this Agreement, shall be responsible for the following:

1. OLHSA will administer the CITY's Emergency Housing Assistance and Related Supportive Services Program in accordance with the *CITY OF WARREN EMERGENCY HOUSING ASSISTANCE AND RELATED SUPPORTIVE SERVICES POLICY* manual (Appendix B).

2. OLHSA will document the data and information to support the Program Recipients' eligibility to receive emergency housing assistance or related supportive services.

3. OLHSA will process STRMU and Move-In assistance payments for Program Recipients.

4. OLHSA must provide housing case management to all Program Recipients receiving emergency housing assistance.

5. OLHSA will publicize the availability of services under this Agreement throughout the Five County Region. The CITY will be provided with the advance opportunity to review and approve the content of any press release or promotional material.

6. OLHSA will provide the necessary administrative, professional and technical personnel for operation of the Program. OLHSA shall ensure that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services under this Agreement. All such personnel shall work under the supervision of OLHSA.

7. OLHSA agrees to obtain certificates of completion of the *Getting to Work, HOPWA Oversight*, and *CPD Financial Management* training curriculums by at least one of its employees every three (3) years.

8. OLHSA shall comply with the HUD rules and regulations, as set forth in 24 Code of Federal Regulations Part 574, attached as Appendix C. Amendments shall be incorporated by reference.

9. OLHSA will maintain active status in the System for Award Management (SAM).

10. OLHSA shall comply with the current Statewide Standards of Care for HIV/AIDS Case Management in Michigan, when applicable.

11. OLHSA shall maintain adequate Program and financial records, including documentation to support Program activities and expenditures with Program Funds.

12. OLHSA will permit, upon reasonable notification and at reasonable times, authorized representatives of the CITY and/or HUD to review all records, files and documentation related to this Agreement.

13. OLHSA will immediately notify the CITY in writing of any action by OLHSA which would require or result in any modification in the provision of services, funding, staffing, or any other substantial term of this Agreement.

14. OLHSA will include a disclaimer in its reports, articles and publications that utilize information or data obtained through the performance of this Agreement. The acknowledgement and disclaimer should read as follows:

    This publication was prepared by the Oakland Livingston Human Service Agency (OLHSA), with information obtained through its participation and administration of a public service program for the City of Warren with funds made available by the Department of Housing and Urban Development (HUD). OLHSA assumes full and sole responsibility for all content in this publication. No statement or any material contained in this publication is intended to express or represent the opinion or viewpoint of the City of Warren or HUD, or otherwise to reflect or be imputed to the City of Warren or HUD.

15. OLHSA shall not charge Program Recipients a fee for assistance received with Program Funds under this Agreement.

16. OLHSA will provide services to Program Recipients regardless of race, religion, color, sex, national origin, marital status, age, handicap/disability or familial status.

SECTION 6. COMPENSATION.

1. The total compensation and reimbursement to be paid to OLHSA under this Agreement shall not exceed the maximum sum of FIVE HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($552,500.00) ("Budget Amount").
2. The Budget Amount shall be allocated as follows: a) Support Services up to THREE HUNDRED SEVENTY-THREE THOUSAND EIGHT HUNDRED TWENTY-FIVE AND 00/100 DOLLARS ($373,825.00); b) STRMU assistance up to EIGHTY THOUSAND AND 00/100 DOLLARS ($80,000.00); c) Move-In assistance up to SIXTY THOUSAND AND 00/100 DOLLARS ($60,000.00); d) Administration up to THIRTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($38,675.00).

In no event shall compensation for administration exceed seven (7) percent of the total compensation paid under this Agreement.

3. Payment is subject to the submission of acceptable reports, forms, and any other documentation required under this Agreement.

4. This Agreement is subject to and contingent upon the availability of Program Funds. In the event Funds are no longer made available from HUD, the CITY will not be responsible for any reimbursements or compensation.

SECTION 7. PAYMENT PROCEDURES.

1. **Supportive Services.** OLHSA shall be reimbursed for actual expenses and labor costs for services under this Agreement in accordance with the amounts in the HOPWA Proposed Budget for Emergency Housing Assistance and Supportive Services, attached as Appendix D. All invoices must be accompanied by the required reports and documentation as set forth in the *CITY OF WARREN EMERGENCY HOUSING ASSISTANCE AND RELATED SUPPORTIVE SERVICES POLICY* manual. Invoices must be submitted to the CITY at least quarterly.

2. **STRMU Assistance.** OLHSA shall be reimbursed for the actual cost of assistance provided to Program Recipients. All invoices must be accompanied by copies of paid receipts and the required reports and documentation as set forth in the *CITY OF WARREN EMERGENCY HOUSING ASSISTANCE AND RELATED SUPPORTIVE SERVICES POLICY* manual. Invoices must be submitted to the CITY at least quarterly.

3. **Move-In Assistance.** OLHSA shall be reimbursed for the actual costs of assistance provided to Program Recipients. All invoices must be accompanied by copies of paid receipt and the required reports and documentation as set forth in the *CITY OF WARREN EMERGENCY HOUSING ASSISTANCE AND RELATED SUPPORTIVE SERVICES POLICY* manual. Invoices must be submitted to the CITY at least quarterly.

4. **Administration.** OLHSA shall be reimbursed for actual expenditures for administration in accordance with Appendix D. In no event shall the cumulative amount paid to OLHSA for administration exceed seven (7) percent of the total compensation paid under this Agreement.

5. From the time that such invoices and required reports and documentation are submitted and found to be acceptable, the CITY shall make payment to OLHSA within sixty (60) days thereafter.

SECTION 8. ASSIGNMENTS AND SUBCONTRACTS.

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

SECTION 9. CONFLICT OF INTEREST.

In accordance with 24 Code of Federal Regulations Part 574 Section 574.625, no person who is an employee, agent, consultant, officer, or elected or appointed official of OLHSA and who exercises or has exercised any functions or responsibilities with respect to activities carried out under this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to activities under this Agreement, may obtain a financial interest or benefit from the activities, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure with OLHSA or for one year thereafter.

In order to request an exception to this section, OLHSA must apply directly to HUD. OLHSA must provide the CITY with notification from HUD if an exception is granted.

SECTION 10. INSURANCE.

OLHSA 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 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
   $1,000,000 Combined Single Limit for Bodily Injury and Property Damage

The CITY, its officers, employees, agents, boards and commissions shall be named as an additional insured on said Comprehensive General and Motor Vehicle Liability Insurance. Certificates of Insurance (or applicable renewal certificates) for the required coverage issued in the name of OLHSA shall be delivered to the CITY c/o the Office of Community Development, One City Square, Suite 210, Warren, Michigan 48093.

These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with all requirements of this section. All insurance policies and certificates must 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 OLHSA's obligations to provide indemnification for damages or injuries in excess of such coverage.

SECTION 11. TERMINATION FOR CAUSE.

For any material deficiency in OLHSA's performance under this Agreement, the CITY shall serve notice of the same to OLHSA and shall specify in reasonable detail the nature and extent of the performance deficiency. Thereafter, OLHSA shall have thirty (30) days to cure such deficiency to the reasonable satisfaction of the parties. If at the end of the thirty (30) day period OLHSA has not cured its performance deficiencies under this Agreement or substantially taken meaningful steps in curing such default, the CITY shall have the right to terminate this Agreement by giving notice to OLHSA of such termination and specifying the effective date thereof, which shall be at least fifteen (15) days after the date of such notice of termination. OLHSA shall not incur any new Program expense upon receipt of the Notice of Termination.

Upon termination, OLHSA 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 OLHSA for the purpose of set off until such time as the exact amount of damages from OLHSA is determined.

SECTION 12. TERMINATION FOR CONVENIENCE OR LOSS OF FUNDING.

The CITY and/or OLHSA may terminate this Agreement at any time for convenience by giving at least sixty (60) days' notice in writing to the other party. The CITY may also terminate this Agreement in the event 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) or if the City's participation in this program is canceled.

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

OLHSA 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 the Agreement is terminated due to the fault of OLHSA, Section 11 shall apply.

SECTION 13. FINDINGS CONFIDENTIALITY.

Upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, surveys and reports prepared by OLHSA shall be transferred to the CITY. OLHSA shall assure that services to and information contained in the records of Program Recipients served under this Agreement, or other such recorded information required to be held confidential by federal or state law, rule or regulation, shall be held confidential and shall not be made available to any individual, group or organization without the prior written consent of the Program Recipient or a person responsible for the Program Recipient. Information may be disclosed in summary, statistical or other form which does not directly or indirectly identify Program Recipients. All of the forms, information or reports used, collected or prepared under this agreement by OLHSA shall be held confidential by OLHSA

Any records or materials OLHSA deems private shall be boldly marked "Confidential," with the reason briefly stated. To the extent permitted by the Michigan Freedom of Information Act, the City will withhold such materials from public disclosure unless compelled by law.

This section shall survive termination.

SECTION 14. CHANGES.

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

SECTION 15. INDEPENDENT CONTRACTOR.

While carrying out the terms of this Agreement, OLHSA is an independent contractor and not an officer, employee or agent of the CITY. OLHSA 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, OLHSA shall be responsible for the acts or omissions of its members and employees.
Any involvement by the CITY in the implementation and/or administration of this Agreement is for the sole purpose of ensuring compliance with HUD and the HOPWA Program goals and procedures, and shall not give rise to any employment, agency or contractual relationship with any of OLHSA's employees or agents, or any Program Recipient.

This section shall survive termination.

SECTION 16. INDEMNITY.

OLHSA, at its sole cost, shall indemnify, defend and hold harmless the CITY, and its officers, employees, agents, commissions and boards for and from any liability, claims, demands, losses, judgments, suits, and expenses (including reasonable attorney fees) for any personal injury, property damage or death arising out of or related to the performance of this Agreement, whether caused by OLHSA or any of its directors, employees, volunteers, agents, contractors, or subcontractors. OLHSA's obligation to indemnify, defend and hold harmless shall include, without limitation, the failure to comply with any federal, state or local law, ordinance or regulation.

OLHSA shall also indemnify, defend and hold the CITY harmless from and for any employment claim including, without limitation, claims related to workers compensation, insurance rights or liabilities, pension rights or liabilities, or employment compensation. OLHSA shall indemnify the CITY for any funds which are required to be repaid by the CITY to the U.S. Department of Housing and Urban Development as a result of OLHSA's violation of Housing Opportunities for Persons with HIV/AIDS Program rules through the implementation of this Agreement. The indemnification obligations set forth in this section shall survive termination.

SECTION 17. 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:

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

and to OLHSA as follows:

Oakland Livingston Human Service Agency
196 Cesar E. Chavez Avenue
P.O. Box 430598
Pontiac, MI 48343-0598

SECTION 18. COMPLIANCE WITH LAWS.

OLHSA shall comply with all applicable laws, ordinances and codes of the federal, state and local governments at all times when carrying out the terms of this contract. OLHSA must disclose in a timely manner, and, in writing all violations of Federal criminal law activity involving fraud, bribery, or gratuity violations potentially affecting the federal award.

SECTION 19. HEADINGS AND SEVERABILITY.

The headings of the sections in this contract are for convenience only and shall not be used to construe or interpret the scope or intent of the contract 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 20. REPORTS AND INFORMATION.

1. OLHSA must submit all required reports to the CITY as set forth in the *CITY OF WARREN EMERGENCY HOUSING ASSISTANCE AND RELATED SUPPORTIVE SERVICES POLICY* manual. The CITY will provide any forms or other documents necessary to comply with the reporting requirements under this Agreement.

2. OLHSA shall submit interim and final audit reports sixty (60) days after the audit is published for the fiscal year in which the HOPWA funds governed by this Agreement have been disbursed.

3. OLHSA shall inform the CITY in writing as soon as any problems, delays, or adverse conditions that materially affect the ability of OLHSA to complete any activity described in this Agreement. A written statement of the action taken or contemplated to resolve the situation shall accompany this disclosure.

4. OLHSA shall implement the Uniform Reporting System which includes data regarding HOPWA eligible persons and information needed for monthly reports and the Annual Progress Report.

5. Any report or record to be submitted by OLHSA under this Agreement shall be sent to the City at its offices, at the expense of OLHSA.

SECTION 21. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS.

1. OLHSA shall record all expenditures under this Agreement following generally accepted accounting principles and file reports as required by the CITY. A separate account number (fund) or cost recording system must separate all expenditures under this Agreement from OLHSA's other or general expenditures.

2. OLHSA agrees to maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to expenditures funded under this Agreement as required to properly comply with all reporting and record keeping requirements of the CITY and/or HUD 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.

   Such records shall be retained and be available for audit, examination, excerpts and transcripts for five (5) years after the expiration of this Agreement or until all litigation, claims, audit findings, negotiations or other actions involving the records have been resolved, whichever occurs latest.

3. OLHSA shall have an independent audit of HOPWA assisted activities conducted by a Certified Public Accountant for each fiscal year in which Agreement funds are disbursed. Financial management systems standards of OLHSA shall be in compliance 2 CFR Part 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and such other regulations as may be applicable to budgeting, use and reporting of federal funds. Audit reports must be prepared in accordance with these requirements and shall be submitted to the CITY within 9 months following the close of the fiscal year of OLHSA. A report on internal controls should be included as a part of the audit.

If a management letter is issued in conjunction with the audit, the management letter shall be submitted to the CITY as well. OLHSA shall further ensure that the IRS Form 990 is prepared for OLHSA, and a copy of this will be submitted to the CITY at the same time as the audit and management letter.

4. All purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with 2 CFR Part 200 as applicable. Records sufficient to document purchases must be maintained for a minimum of five (5) years after the expiration of the Agreement.

SECTION 22. LIVING WAGE.

OLHSA is required to comply with the CITY's Living Wage Ordinance attached as Appendix E.

SECTION 23. NONDISCRIMINATION.

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

1. OLHSA 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.

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

2. OLHSA shall in all solicitation or advertisements for employees placed by or on behalf of OLHSA state that all qualified applicants shall receive consideration for employment without regard to 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

3. OLHSA 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 24. TITLE VI PLAN.

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

1. <u>COMPLIANCE WITH REGULATIONS.</u> 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.

2. **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.

3. **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.

4. **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.

5. **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:

   a. Withholding payments to the contractor under the contract until the contractor complies and/or

   b. Cancellation, termination or suspension of the contract, in whole or in part.

6. **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.

SECTION 25. LOBBYING.

OLHSA 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 OLHSA, the amount of any such commission, percentage, brokerage, or contingent fee.

SECTION 26. 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 27. 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 28. BINDING EFFECT.

This Agreement shall be binding upon and insure to the benefit of the parties, and their successors, and assigns.

SECTION 29. NON-WAIVER.

The failure by the CITY or OLHSA to insist upon the strict performance of any covenant, agreement, term or condition of this contract or to exercise any right, term or remedy consequent upon a breach shall not constitute a waiver of any subsequent breach.

SIGNATURES

Signed in the presence of:

CITY OF WARREN:

_____ By: _____
Lori M. Stone, Mayor

_____ Date: _____

_____ By: _____
Sonja Buffa, City Clerk

_____ Date: _____

OAKLAND LIVINGSTON HUMAN SERVICE AGENCY:

_____ By: _____

Its: _____

_____ Date: _____

APPENDIX A

CITY OF WARREN

HOUSING OPPORTUNITIES FOR PEOPLE LIVING WITH HIV/AIDS

SCHEDULE OF INCOME LIMITS

(Prepared by HUD April 2024)

Household Size	Very Low Income (30%)	Low Income (50%)	Moderate Income (80%)
1	$20,150	$33,600	$53,700
2	$23,000	$38,400	$61,400
3	$25,900	$43,200	$69,050
4	$31,200	$47,950	$76,700
5	$36,580	$51,800	$82,850
6	$41,960	$55,650	$89,000
7	$47,340	$59,500	$95,150
8	$52,720	$63,300	$101,250

EXHIBIT B
CITY OF WARREN HOPWA
EMERGENCY HOUSING ASSISTANCE AND RELATED SUPPORTIVE SERVICES PROGRAM POLICIES
(Updated Jan. 2024)

Introduction

The City of Warren has allocated Housing Opportunities for Persons with AIDS (HOPWA) funds to contract with one or more project sponsors to provide emergency housing assistance and related supportive services to eligible program recipients living in Lapeer, Livingston, Macomb, Oakland, or St. Clair Counties (Warren EMA).

Project sponsors will administer these activities in compliance with the program policies adopted by the City of Warren as described in this document. Project sponsors will also maintain records and provide reports to the City of Warren in compliance with the program policies.

General Eligibility

Households are eligible to receive HOPWA funded emergency housing assistance and/or related supportive services when they meet all of the following requirements:

a. A member of the household must have been diagnosed with AIDS or have HIV antibodies in their blood verified by a written report from a health professional competent to make such a determination (PLWH/A).
b. The household must reside in the Warren EMA (Lapeer, Livingston, Macomb, Oakland, and St. Clair Counties).
c. The household must be low or moderate income (measured as no greater than 80 percent of area median income) as set forth in Exhibit A.
    - Exception: The entire household income will not be counted in determining eligibility when the PLWH/A is renting a room in a housing unit owned or leased by a family member if it is determined by a physician that living with the family member is important to the client's overall health and well being. In these cases, the PLWH/A must be low or moderate income.
    - Exception: Housing information services may be provided to any PLWH/A regardless of income.

Households may also need to meet additional eligibility requirements specific to the different types of assistance or services available as specified in the program policies.

Emergency Housing Assistance

Project sponsors may provide two types of emergency housing assistance to eligible households. Short-term rent, mortgage and utility payments (STRMU) may be provided to eligible households who are already in permanent housing and are at risk of losing that housing through pending eviction, foreclosure or the termination of utilities due to non-payment. First months rent and security deposits (Move-In Assistance)

may be provided to eligible households who are homeless or living in an unstable or temporary housing situation.
The goal of this assistance is short-term intervention to allow households who are challenged with issues arising from their HIV/AIDS condition maintain a stable living environment while housing case management is provided to help them achieve long-term housing stability.

STRMU – Defined as short-term rent, mortgage, and utility payment assistance.

Additional Eligibility Requirements for STRMU:

- The household must be currently housed and facing loss of their current housing arrangement through pending eviction, foreclosure, or the termination of utilities due to non-payment.
- The household must receive housing case management services prior to receiving STRMU assistance.
- The household must have a personal housing service plan that was prepared in the past 12 months.
- STRMU assistance shall only be provided when there is documentation of the household's compliance with any housing service plan prepared in the last 12 months.
- STRMU assistance shall only be provided when it will have a beneficial effect on addressing the household's immediate or short-term housing needs as identified in their housing service plan and the household has sufficient resources to remain housed if the assistance is provided.
- STRMU assistance shall not be provided if the client's need is a result of other expenses resulting from poor money management, such as credit card debt or unnecessary entertainment expenses. An exception will be made if a housing service plan is developed which addresses budgeting and money management issues and the household first receives individual money management counseling.
- STRMU assistance shall only be provided to households living in "real" property. Mobile homes, motor homes, trailers, recreational vehicles, and other like vehicles with wheels on the ground, capable of relocating and not attached to the earth are considered "personal" property and are not eligible for STRMU assistance. STRMU assistance may be provided to households living in mobile homes if the mobile home is connected to permanent utilities and complies with local guidelines for mobile home housing.
- STRMU assistance shall only be provided to a household when there is documentation of the PLWH/A's tenancy or ownership, residency, and responsibility to make the rent, mortgage, or utility payments as described below (see exception for minor children):
    - To receive assistance with rent payments:
        - There must be a written lease and the PLWH/A must be the lessee. The landlord may not be an occupant of the housing unit. (An exception may be made if the PLWH/A is renting a room in a housing unit owned or leased by a family member if it is determined by a physician that living with the family member is important to the client's overall health and well being. In these cases, the amount of STRMU assistance shall be based on the number of bedrooms the PLWH/A occupies in the home and must be reasonable for the type and nature of the housing arrangement, and similar to the reasonable rent fees available in comparable units.); or
        - There must be a written lease, the lessee must be a member of the household, the PLWH/A must be named in the lease as a tenant or authorized occupant and the PLWH/A must demonstrate responsibility for paying the rent by providing paid receipts in their name, money orders or cancelled checks for rent payments. The landlord may not be an occupant of the housing unit.

- To receive assistance with mortgage payments:
  - The PLWH/A must be named on the deed as an owner and named on the mortgage as the debtor **or** the PLWH/A must be identified as the owner/debtor on a mortgage default/late payment notice; or
  - A resident family member must be named on the deed as an owner and named on the mortgage as the debtor **or** a resident family member must be identified as the owner/debtor on a mortgage default/late payment notice **and** the PLWH/A must demonstrate responsibility for paying the mortgage by providing paid receipts in their name, money orders or cancelled checks for mortgage payments.
- To receive assistance with utility payments:
  - The PLWH/A must be a legal resident of the property and the utility account must be in their name; or
  - The PLWH/A must be a legal resident of the property and must demonstrate responsibility for paying the utility bill by providing paid receipts in their name, money orders or cancelled checks for utility payments.

- When the PLWH/A is a minor child, a household will be eligible to receive STRMU when an adult member of the household has legal custody of the minor PLWH/A, when the minor PLWH/A resides with the household at least 51% of the time, and when tenancy or ownership, residency, and responsibility to make the rent, mortgage, or utility payments can be documented for the adult with legal custody of the minor PLWH/A. When the PLWH/A is a minor, the entire household income must be taken into consideration for purposes of determining eligibility.
- The property must comply with the requirements of 24 CFR Part 35, *LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES*, Subpart K.

Use of STRMU:

- STRMU shall only be used to pay actual amounts due for rent, mortgage or utilities. (housing expenses)
- Client must demonstrate they do not have the resources to meet rent, mortgage or utility payments and, in the absence of STRMU assistance, would be at risk of homelessness. Documentation of a default or late payment is not required; client can provide copies of a bank statement and bills to demonstrate need. A budget review should be done and included in the clients file.
- STRMU shall not be used to relieve the household of responsibility for their housing expenses in the absence of inability to pay.
- STRMU shall not be used if assistance is being provided through another federal, state, or local housing subsidy program for the same period of time or housing expenses.
- Late fees and other penalties may be paid if, in the event of nonpayment, the household is at risk of eviction or loss of housing.

Limits on STRMU:

- STRMU shall be limited to the difference between the amount due and the amount the household is capable of paying as determined by the preparation of a housing service plan (households shall be responsible to spend at least 30% of monthly income for housing expenses).
- Monthly STRMU assistance for each household for rent or mortgage payments shall not exceed the lesser of the amount due or the Fair Market Rent adjusted for unit size for a housing unit in the Detroit Metropolitan Area attached as Exhibit B.
- Monthly STRMU assistance for each household for utility payments shall not exceed the lesser of the amount due or the utility allowance used by the Michigan State Housing Authority Section 8 program for counties in the Warren EMA attached as Exhibit C.
- Cumulative STRMU assistance for each household for the HOPWA program year (July 1st – June 30th) shall not exceed $3,000.

- When the entire household income will not be used to document eligibility (see above exception for PLWH/A renting rooms from family members), the STRMU assistance amount shall be based on the number of bedrooms the PLWH/A occupies in the home.
- STRMU should not be used for mortgages in foreclosure. (Client is more than 90 days behind in payments, or has received a "demand" letter from their lender at which time all fees are due.)
- The assistance amount must also be reasonable for the type and nature of the housing arrangement and similar to the reasonable rental fees available in comparable units.
- TBRA clients are not eligible for STRMU.

STRMU Benefit Period:
Assistance shall not be provided for housing expenses accruing over a period of more than 14 weeks in any HOPWA program year (July 1st – June 30th).

For the purposes of determining eligibility with this requirement, rent and mortgage payment assistance for one full month will be counted as 4 weeks of assistance. The monthly benefit period for utility payment assistance for one full utility service period will also be considered as 4 weeks of assistance. If the client pays a portion of the rent/mortgage or utility bill, the period of assistance will be prorated.

Very often, monthly utility service periods do not coincide with rent or mortgage periods; rather, they likely span parts of 2 calendar months (e.g. May 7-June 6). If both rent/mortgage and utility assistance is provided, but the dates of service do not coincide, the benefit period shall be calculated as follows: The overall assistance will be counted as 4 weeks if at least 14 days of the utility period coincide with the rent/mortgage period. In situations where less than 14 days of the utility period coincide with the rent/mortgage period, the remaining portion of the utility period will be attributed to the next 4 weeks for benefit tracking purposes.

Suitable Housing Units:
STRMU assistance shall only be provided if the current housing is safe, decent, and sanitary. Prior to receiving STRMU assistance, the household must complete an inspection checklist based upon the HUD housing quality standards (HQS). The household must certify that their housing unit is safe, decent, and sanitary or their housing service plan must include actions to correct unit deficiencies. Future STRMU assistance will only be provided if actions to correct deficiencies are being completed following the schedule established in the housing service plan. Units must have a functioning smoke detector.

If it is not reasonable to expect that the current housing unit can be brought into compliance with HQS, the housing service plan should include measures to move the household into housing that meets HQS.

Lead Safe Housing Rule also known as 24 CFR Part 35, *LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES:*
All households receiving STRMU assistance who reside in housing built before 1978 must receive an EPA approved lead hazard information pamphlet. Acceptable pamphlets include the EPA document entitled *Protect Your Family from Lead in Your Home* (EPA #747-K-12-001) or an equivalent that has been approved for use in the State by the EPA attached as Exhibit D.

The Lead Safe Housing Rule applies when:

- The assisted housing was built before 1978; and
- The assisted housing has one or more bedrooms; and
- There are household members who are pregnant or under the age of six; and
- STRMU continues for more than 100 days after the initial payment or assistance.

When the Lead Safe Housing Rule applies, the property must comply with the requirements of 24 CFR Part 35, *LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES*, Subpart K as follows:

1. Upon receipt of written permission from the property owner, a visual assessment of all painted surfaces will be conducted to identify deteriorated paint by a person who passed the one-hour HUD on-line course at www.hud.gov/offices/lead.

   Deteriorated paint means any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.

2. A written report regarding the presence or absence of deteriorated paint will be provided to the owner and resident household within ten (10) days of request for the visual assessment. If deteriorated paint surfaces are identified, the report will describe the size and location of the deteriorated paint.

3. The owner may assume that lead-based paint is present or have the deteriorated surface(s) tested for the presence of lead by a certified risk assessor.

4. If the deteriorated surfaces are tested and do not contain lead-based paint, the requirements of 24 CFR Part 35, Subpart K have been met.

5. If the owner assumes lead-based paint is present, or if the presence of lead-based paint has been confirmed by testing, the deteriorated paint must be stabilized by one of the individuals listed below. The stabilization must occur at the cost of the owner.

   a) An individual trained in accordance with 29 CFR 1926.59 and supervised by an individual certified as a lead-based paint abatement supervisor.
   b) An individual who has successfully completed a lead-based paint abatement supervisor course accredited in accordance with 40 CFR 745.225.
   c) An individual who has successfully completed a lead-based paint abatement worker course accredited in accordance with 40 CFR 745.225.
   d) An individual who has successfully completed the lead-based paint Maintenance Training Program, "Work Smart, Work Wet, and Work Clean to Work Lead Safe" prepared by the National Environmental Training Association for EPA and HUD.
   e) An individual who has successfully completed "The Remodeler's and Renovator's Lead-Based Paint Training Program" prepared by HUD and the National Association of the Remodeling Industry.

6. If paint stabilization occurs, a certified risk assessor or lead inspector must be hired to provide clearance testing of the work site(s). The clearance testing will be performed at the cost of the owner.

7. A copy of the clearance report indicating that the site passed clearance and a written certification from the individual completing the work indicating that the paint was stabilized following the procedures of 24 CFR 35.1330(b) and that the safe work practices as defined in 24 CFR 35.1350 were followed must be provided.

8. If there is no deteriorated paint present, if the deteriorated paint has been tested and found not to be lead-based paint, or if the deteriorated paint has been stabilized and work site(s) have passed a clearance exam, the requirements of 24 CFR 35, Subpart K have been met.

Performance Objectives:
Output will be reported by the project sponsor as the actual number of households receiving STRMU assistance during the HOPWA program year. Outcome will be reported by the project sponsor as the actual number of households receiving STRMU assistance during the HOPWA program year who are stably housed in permanent housing at the end of the HOPWA program year.

At the end of each HOPWA program year, recipients of STRMU assistance will be surveyed by the project sponsor to determine their housing stability status. As required by HUD, nine (9) categories of housing stability status will be used as described below:

1. Living in emergency shelter or in a place not intended for occupancy (e.g. a vehicle, an abandoned building, on the street).
2. Living in temporary housing or having another short-term housing arrangement, such as living with family/friends, requiring continued STRMU assistance, receiving a Ryan White subsidy, living in transitional housing for the homeless, temporary placement in an institution (e.g., hospital, psychiatric facility, substance abuse treatment facility or detox center).
3. Living in private housing with no known subsidy (including permanent placement with families or other self-sufficient arrangements) with reasonable expectation that additional STRMU assistance will not be needed.
4. Receiving long-term HOPWA funded housing assistance such as tenant based rental assistance (TBRA) or facility bases assistance.
5. Receiving long term subsidized housing assistance other than HOPWA such as Section 8, HOME, public housing.
6. Living in a long-term institutional setting (e.g., residential or long-term care facility, hospital).
7. In jail or prison.
8. Disconnected or disappeared from project support, unknown destination.
9. Death (remain in private housing until death). This life event is not factored into determining or assessing the housing stability outcome of beneficiaries.

The project sponsor will report households in housing stability categories 3, 4, 5, and 6 on June 30th as stably housed in permanent housing. Households in categories 1, 2, 7 and 8 will be reported as living in unstable situations. The project sponsor must also report to the City the number of assisted households who received assistance in the prior program year and in the program year before that.

As requested by HUD, the project sponsor must also provide the City with the following information:

- Comments on the use of temporary help such as STRMU in conjunction with housing service plans to stabilize households.

- Input on how beneficiaries of STRMU assistance can improve their access to other services to establish a more stable housing situation. For example, eligible persons who need to relocate from inadequate housing could benefit from the use of housing information services, permanent housing placement services, or other supportive services by the project sponsor to find and establish new residency in an appropriate housing unit.

Move-In Assistance – Defined as housing assistance payments to assist the homeless and other households living in unstable or temporary housing situations move to permanent housing. Examples of unstable or temporary housing are listed below.

- Living in an emergency shelter.
- Living in a place not intended for occupancy (e.g. a vehicle, an abandoned building, on the street).
- Living temporarily with family/friends.
- Living in transitional housing for the homeless.
- Recently released or scheduled to be released from temporary placement in an institution (e.g., hospital, psychiatric facility, substance abuse treatment facility or detox center).
- Recently released from jail or prison.
- Living in permanent housing with housing costs in excess of 50 percent of household income. (Assistance may only be provided if the move will reduce housing costs by at least $25 per month).
- Living in housing not fit for human habitation, documented by the local building or health department.
- Living in housing that is overcrowded (i.e. does not comply with Guidelines for Determining Appropriate Unit Size attached as Exhibit E).

Additional Eligibility Requirements for Move-In Assistance:

- The household must receive housing case management services prior to receiving Move-In Assistance.
- The household must have a personal housing service plan that was prepared in the past 12 months.
- Move-In Assistance shall only be provided when there is documentation of the household's compliance with any housing service plan prepared in the last 12 months.
- Move-In Assistance shall only be provided when it will have a beneficial effect on addressing the household's immediate or short-term housing needs as identified in their housing service plan (the household has sufficient resources to remain housed if assistance is provided).
- Move-In Assistance shall not be provided if the household's need is a result of other expenses resulting from poor money management, such as credit card debt or unnecessary entertainment expenses. An exception may be made if a housing service plan is developed which addresses budgeting and money management issues and the household first receives individual money management counseling.
- Move-In Assistance will only be provided to households moving into "real property". Mobile homes, motor homes, trailers, recreational vehicles, and other vehicles with wheels on the ground, capable of relocating and not attached to the earth are considered "personal" property and are not eligible for Move-In Assistance. Assistance may be provided when households are moving into mobile homes connected to permanent utilities and that comply with local guidelines for mobile home housing.
- Move-In Assistance shall only be provided to a household when there is documentation of the PLWH/A's tenancy and responsibility to pay the rent as described below (see exception for minor children):
    - There must be a written lease and the PLWH/A must be the lessee. Other individuals occupying the unit may also be named as lessees. The landlord may not be an occupant of the housing unit. Only persons named in the lease as tenants or authorized occupants may reside in the unit. The income of all persons named in the lease as tenants or occupants must be used to determine eligibility for assistance. Consistent with the policies of the landlord, other persons may be named in the lease as guarantors. The income of guarantors not occupying the unit will not be used to determine eligibility for assistance.
    - When the PLWH/A is a minor child, a household shall only receive Move-In Assistance when there is a written lease and the lessee has legal custody of the minor PLWH/A, when the minor

PLWH/A resides with the household at least 51% of the time and when the minor PLWH/A is named in the lease as a tenant or authorized occupant. When the PLWH/A is a minor, the entire household income must be taken into consideration for purposes of determining eligibility.

Use of Move-In Assistance:

4. Move-In Assistance may only be used to pay for the following: first month's rent, security deposit, utility deposit or one time utility hookup fees, applications fees, credit check expenses, and first month or initial payment of rental insurance.
5. Move-In Assistance shall only be provided when other resources, such as household income, are not reasonably available.
6. Move-In Assistance shall not be used to relieve the household of responsibility for their housing expenses in the absence of inability to pay.
7. Move-In Assistance shall not be used if assistance is being provided through another federal, state, or local program.
8. Move-In Assistance shall only be provided if the size of the unit (number of bedrooms) will not exceed the size specified as appropriate for the household in the Guidelines for Determining Appropriate Unit Size attached as Exhibit E.
9. Move-In Assistance that includes payment of a security deposit shall only be provided when the lease designates that the security deposit will be returned to the City of Warren and the lease designates that the City of Warren will be notified when the lease is terminated. (A signed statement by tenant and landlord as an addendum to the lease is also acceptable.)
    a. At move out, documentation must be included in the clients file to show an effort was made to secure the returned deposit.
    b. Returned security deposits will be tracked as program income and will be used to support on going move-in activities.

Limits on Move-In Assistance:

- Move-In Assistance shall be limited to the difference between the amount due and the amount the household is capable of paying as determined by the preparation of a housing service plan (households shall be responsible to spend at least 30% of monthly income for housing expenses).
- Move-In Assistance shall not exceed the lesser of the amount due, two times the actual rent, two times the Fair Market Rent adjusted for unit size for a housing unit in the Detroit Metropolitan Area attached as Exhibit B, or $4,000.

Move-In Assistance Benefit Period:

Move-In Assistance shall only be provided to any PLWH/A once every 12 months.

Suitable Housing Units:

Move-In Assistance shall only be provided when the housing unit to be rented is safe, decent, and sanitary (must meet HUD housing quality standards). Prior to receiving Move-In Assistance, a habitability inspection must be completed to document that the unit meets HUD's housing quality standards (HQS). Individuals performing these inspections must complete the following training prior to completing inspections: HUD Lead Based Paint Visual Assessment Training, HQS Inspection Training.

Lead Safe Housing Rule also known as 24 CFR Part 35, *LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES*

All households receiving Move-In Assistance for housing built before 1978 shall receive an EPA approved lead hazard information pamphlet. Acceptable pamphlets include the EPA document entitled *Protect Your Family from Lead in Your Home* (EPA #747-K-12-001) or an equivalent that has been approved for use in the State by the EPA attached as Exhibit D.

As Move-In Assistance will not exceed 2 months rent, no other provisions of the Lead Safe Housing Rule will apply to Move-In Assistance.

Performance Objectives:
Output will be reported by the project sponsor as the actual number of households receiving Move-In Assistance during the HOPWA program year. Outcome will be reported by the project sponsor as the actual number of households receiving Move-In Assistance during the HOPWA program year who are stably housed in permanent housing at the end of the HOPWA program year.

At the end of each HOPWA program year, recipients of Move-In Assistance will be surveyed by the project sponsor to determine their housing stability status. As required by HUD, nine (9) categories of housing stability status will be used as described below:

1. Living in emergency shelter or in a place not intended for occupancy (e.g. a vehicle, an abandoned building, on the street).
2. Living in temporary housing or having another short-term housing arrangement, such as living with family/friends, requiring continued STRMU assistance, receiving a Ryan White subsidy, living in transitional housing for the homeless, temporary placement in an institution (e.g., hospital, psychiatric facility, substance abuse treatment facility or detox center).
3. Living in private housing with no known subsidy (including permanent placement with families or other self-sufficient arrangements) with reasonable expectation that additional STRMU assistance will not be needed.
4. Receiving long-term HOPWA funded housing assistance such as tenant based rental assistance (TBRA) or facility bases assistance.
5. Receiving long term subsidized housing assistance other than HOPWA such as Section 8, HOME, public housing.
6. Living in a long-term institutional setting (e.g., residential or long-term care facility, hospital).
7. In jail or prison.
8. Disconnected or disappeared from project support, unknown destination.
9. Death (remain in private housing until death). This life event is not factored into determining or assessing the housing stability outcome of beneficiaries.

The project sponsor will report households in housing stability categories 3, 4, 5, and 6 on June 30th as stably housed in permanent housing. Households in categories 1, 2, 7 and 8 will be reported as living in unstable situations. The project sponsor must also report to the City the number of assisted households who received assistance in the prior program year and in the program year before that.

As requested by HUD, project sponsor must also provide the City with the following information:

- Comments on the use of temporary help such as Move-In Assistance in conjunction with housing service plans to stabilize households.

Supportive Services

Three types of supportive services may be provided by project sponsors. They include assistance accessing benefits and services, life skills education, and housing case management. The goal of this assistance is to provide households challenged with issues arising from their HIV/AIDS condition with improved access to medical treatment and supportive services to help them achieve housing stability and self sufficiency.

Assistance Accessing Benefits and Services

Upon request, eligible PLWH/A will receive assistance accessing available benefits and services to help them achieve housing stability and self sufficiency. This assistance will include:

- Assessing the individual housing, health care and human services needs of eligible PLWH/A.
- Creating a personalized list of benefits and services available to meet their needs.
- Providing referrals and other assistance required to apply for the benefits and services (such as assisting the illiterate or non-English speaking complete applications and providing transportation to benefit offices or available housing units).

Performance Objectives:
Outputs will be reported by the project sponsor as the actual number of households (who did not also receive housing case management) receiving assistance accessing benefits and services during the HOPWA program year.

Households (who did not also receive housing case management) receiving assistance accessing benefits and services will be surveyed by the project sponsor 30 days and 3 months after assistance is provided to determine if they are receiving any new services or benefits. Outcomes will be reported by the project sponsor as the actual number of households (who did not also receive housing case management) receiving assistance accessing benefits and services moving toward self sufficiency measured by establishment of connections to new services and/or benefits.

Life Skills Education

The project sponsor will coordinate the presentation of Life Skills Classes that will be offered to eligible PLWH/A to assist them with life management issues. Life Skills Class attendance will provide households with the skills needed to achieve and maintain housing stability and self sufficiency. Life Skills Classes might include the following topics: AIDS 101 and Partner Notification, Budgeting Basics, Landlord – Tenant Issues, Medical Updates, Wills/Power of Attorney, Safety in the Kitchen, Good Nutrition, Breast Cancer, Flu and You, and Computer Basics.

Performance Objectives:
Outputs will be reported by the project sponsor as the total number of PLWH/A attending the Life Skills Classes. The project sponsor will note those individuals who also received emergency housing assistance and/or another supportive service.

Households attending classes will be surveyed annually and asked to evaluate the content of the classes, provide suggestions for new class topics, and report on their use of knowledge gained through attendance. Outcomes will be reported as the number of households self reporting use of information presented in the classes.

Housing Case Management

All households receiving STRMU or Move-In Assistance must be provided with housing case management. Upon request, the project sponsor will also provide other eligible PLWH/A with housing case management. The goal of housing case management is to help PLWH/A achieve long-term housing stability and self sufficiency and provide them with improved access to medical treatment and other supportive services. At a minimum, housing case management will include preparation of a personal housing service plan and assistance accessing benefits and services (as described above).

When there is a need, the project sponsor will also provide clients with access to personal financial literacy counseling.

Housing Service Plan:
This is a plan to establish or maintain housing stability. At a minimum, plans will address the following:

- Identify the PLWH/A housing, health care, and other human service needs,
- Identify the PLWH/A existing resources,
- Assess factors which may be keeping the PLWH/A from attaining housing stability,
- Identify mainstream housing, health, and human welfare programs that may be available to meet the PLWH/A's needs and/or address the factors keeping them from attaining housing stability.
- Working with the PLWH/A in establishing goals to address needs. Examples of possible goals include:
    - Housing stability
    - Self-sufficiency
    - Education
    - Employment
    - Health Care
    - Occupy decent, safe, and sanitary housing
- Working with the PLWH/A to prepare a list of actions that can be taken to achieve goals. Examples include:
    - If poor money management practices are a problem, such as the use of credit cards or cash for non-essential items or entertainment activities identified as a cause of housing needs, obtaining assistance with budgeting or money management must be listed as an action.
    - If the current housing is not decent, safe, and sanitary as reported by the household, actions to correct the deficiencies must be included.
    - Apply for new services or benefit
    - Return to school
    - Receive training to improve job skills
    - Search for a better job (improve rate of pay or benefits)
    - Receive mental health counseling
    - Receive treatment for substance abuse

Compliance with Housing Service Plan
As appropriate for each client, the project sponsor must perform periodic assessments of compliance with their housing service plan. Households that don't comply with their housing service plan shall be denied continued or future emergency housing assistance.

In addition to assessing the PLWH/A's progress in completing the actions listed in the plan, the project sponsor must collect the following information:

- Did the household establish any new service involvements?
- Did the household begin receiving any new benefits?
- What is the household's housing stability status (see list above)?
- Did the household have contact with a case manager/benefit counselor consistent with the schedule specified in the housing service plan?
- Did the household have contact with a primary health care provider at least once in the last three months (or consistent with the schedule specified in the service plan)?
- Did the household obtain new (or improved) medical insurance coverage or medical assistance?

- Did the client obtain a new income producing job? If so, did the job obtained include health benefits?
- Did the household income increase as a result of obtaining a new job?

Performance Objectives
The project sponsor will report outputs as the actual number of households receiving housing case management (who did not also receive emergency housing assistance) during the HOPWA program year. Outcomes will be reported by the project sponsor as the actual number of households receiving housing case management (who did not also receive emergency housing assistance) remaining stably and permanently housed, complying with their housing service plan, or moving toward self sufficiency measured by improved income producing employment or establishment of connections to new services or benefits.

Record Keeping and Reporting Requirements

The project sponsor must maintain written records that document the HIV/AIDS status, income eligibility and residency of all PLWH/A receiving assistance. The project sponsor must also ensure that the following information is in the file for each PLWH/A receiving assistance, where applicable to the assistance received:

- Log of case management activities
- Housing service plan
- Documentation of compliance with housing service plan
- Property inspection checklist
- Client survey results

The project sponsor must also complete a *Program Recipient Worksheet* (Exhibit F) for each PLWH/A receiving assistance. Worksheets must be maintained on file in the project sponsor's office and be available to the City for review.

Every month, the project sponsor must submit a *Monthly Beneficiary Report* (Exhibit G1-G5) to the City for PLWH/A receiving the services identified below. The reports must be received before payment will be issued to the project sponsor.

- STRMU Housing Assistance
- Move-In Housing Assistance
- Housing Case Management (not receiving housing assistance)
- Assistance Accessing Benefits and Services (not receiving housing assistance or housing case management)
- Life Skills Education (include participants who also received other services)

Within thirty days of the close of the HOPWA program year, the project sponsor must submit an *Annual Beneficiary Report* (Exhibit H1-H5) to the City. Program Recipients should only be listed once and only on one report (Except on H-5 Life Skills Education).

Within forty-five days of the close of the HOPWA program year, the project sponsor must submit a completed HOPWA Consolidated Annual Performance and Evaluation Report (HUD-40110-D) to the City. A single annual report may be submitted covering all the HOPWA funded activities administered by the project sponsor.

Client Confidentiality

Project sponsors must have written procedures and training efforts in place to maintain client confidentiality. At a minimum, project sponsors should ensure the following:

- Paper files should be kept in locked cabinets accessible only to designated individuals.
- Security software should be installed on electronic files.
- Documentation of HIV/AIDS status and documentation of other eligibility criteria should only be accessible by qualified individuals who determine eligibility or provide support, or who oversee the provision of this federal assistance.
- City will periodically monitor security procedures.
- Written policy on breach of data.
- Clients whom receive HOPWA funded assistance sign a document that they will disclose their status to their landlord.

The collection of non-personal data necessary to demonstrate sound management of program resources, such as aggregated non-identifying information collected for program performance reports, or controlled access by an authorized governmental official to adequately conduct a program management monitoring or financial audit shall not be limited by procedures to protect client confidentiality.

Training

At least once every three (3) years the project sponsor must complete the following trainings:

- Getting to Work Curriculum
- Oversight Curriculum
- CPD Financial Management Curriculum

Access to the training is available via the HUD exchange. Certificate of completions should be maintained by the Project Sponsor and a copy forwarded to the City for its records.

Client Fraud

Project sponsors must develop and maintain a client fraud policy. If a client is suspected of fraud, the project sponsor must immediately notify City staff. Staff will then consult with both the City Attorney and the local HUD Field Office for guidance.

EXHIBIT A
INCOME LIMITS
(See Above)

EXHIBIT B
2024 FAIR MARKET RENTS – MACOMB, OAKLAND, ST. CLAIR, & LAPEER

Efficiency	1 BR	2 BR	3 BR	4 BR
$1,189	$1,308	$1,654	$2,026	$2,192

COMMUNITY DEVELOPMENT
ONE CITY SQUARE, SUITE 210
WARREN, MI 48093
(586) 574-4686
FAX (586) 574-4685
www.cityofwarren.org

September 16, 2024

Mindy Moore, Council Secretary

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

As part of the 2024-2025 CDBG Program Year Budget, City Council approved the allocation of $40,000 to provide coordinated forensic interviews, comprehensive forensic medical exams, crisis counseling, legal advocacy and other services to children who are victims of sexual and/or severe physical abuse and their families who reside in the City of Warren. The City desires to enter into an agreement with Care House to provide such services to eligible individuals.

Funding is available in Line Item No. 273-9850-80232 in the amount of $40,000 sufficient to approve the agreement between the City of Warren and Care House.

Attached for consideration by Council you will find a copy of the proposed agreement with Care House, which was reviewed and approved by the City Attorney's Office. Please submit to Council for consideration at its September 24, 2024 meeting. The appropriate resolution authorizing execution of the agreement for these services is attached. If you have any questions regarding this matter, please contact Community Development at (586) 574-4686.

Sincerely,

Tom Bommarito
Community Development Director

Read and Concur:

Lori M. Stone
Mayor

Read and Approved as to Form:

City Attorney's Office

RESOLUTION APPROVING
AGREEMENT BETWEEN THE CITY OF WARREN
AND MACOMB COUNTY CHILD ADVOCACY CENTER, INC (CARE HOUSE)

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 24, 2024 at 7:00 p.m. Eastern Time in the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Council members_____

_____

ABSENT: Council members_____

_____

The following preamble and resolutions were offered by Councilmember _____ and supported by Council member _____:

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.

Council approved the allocation of $40,000.00 to assist Care House, a Michigan non-profit corporation, with coordinated forensic interviews, crisis counseling, legal advocacy and other services ("Program Assistance") to children who are victims of sexual and/or severe physical abuse and their families who reside in Warren ("Program Recipients").

Care House is a private non-profit organization that is willing to accept Program Assistance on the terms of the attached contract.

The Mayor and the Community Development Block Grant staff recommend that the City enter into an agreement with Care House to provide Program Assistance to eligible Program Recipients.

The funding is available in the Child Advocacy Line Item No. 273-9850-80232 for the contract with Care House.

IT IS RESOLVED, that the Mayor and City Clerk are authorized to execute an agreement, approved by the City Attorney, for the period of October 1, 2024 through September 30, 2025 with Care House to provide Assistance to eligible Program Recipients with Community Development Funds up to the total amount of $40,000.00.

AYES: Council members_____

_____

NAYES: Council members_____

_____

RESOLUTION DECLARED ADOPTED THIS 24th day of September, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Council of the City of Warren at its meeting held on September 24, 2024.

_____
SONJA BUFFA
City Clerk

AGREEMENT BETWEEN CARE HOUSE AND
THE CITY OF WARREN FOR 2024/2025 PROGRAM YEAR

This Agreement is made this _____ day of _____2024, between the City of Warren (CITY), a Michigan Municipal Corporation, whose address is One City Square, Warren, Michigan 48093, and Macomb County Child Advocacy Center, (CARE HOUSE), a Michigan non-profit corporation, whose address is 131 Market Street, 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 B-24-MC-26-0016 awarded on September 10, 2024 CFDA Number 14.218.
2. CARE HOUSE (Unique Entity ID XTBCTJVNBHJ5), is a private non-profit organization that provides coordinated forensic interviews, crisis counseling, family advocacy and other services ("Program Assistance") to children who are victims of sexual and/or physical abuse and their families.
3. The CITY has appropriated, $40,000.00, a portion of the Program Funds to provide Program Assistance to children who are victims of sexual and/or physical abuse and their families who reside in the City of Warren.
4. CARE HOUSE desires to use Program Funds to provide Program Assistance to children who are victims of sexual and/or physical abuse and their families who reside in the City of Warren.
5. 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 CARE HOUSE agree as follows:

SECTION 1. SCOPE OF SERVICES.

1. CARE HOUSE shall provide Program Assistance to children who are victims of sexual and/or physical abuse and their families who reside in the City of Warren ("Program Recipients").
2. Program Assistance will include but not be limited to coordinated forensic interviews of Program Recipients.
3. CARE HOUSE shall interview each Program Recipient prior to the provision of service and complete an *Affidavit of Eligibility*, attached as Exhibit A, that includes information on the Program Recipient as follows:

    (a) Address
    (b) Race
    (c) Ethnicity
    (d) Service Provided

    The *Affidavit of Eligibility* must be signed by the CARE HOUSE representative who interviews the Program Recipient. It must be maintained on file in the CARE HOUSE Offices and kept confidential.
4. At the request of the CITY, CARE HOUSE shall provide Program Assistance to a qualified Program Recipient referred by the CITY.
5. CARE HOUSE 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. CARE HOUSE shall provide, at its own expense, all personnel necessary to perform all work and services required under this Agreement.

2. CARE HOUSE shall take reasonable precautions in the selection of individuals performing services under this Agreement to ensure their honesty, courtesy, ability and fitness. CARE HOUSE shall ensure that no solicitations are made to any person by any of its personnel whether volunteer or employee.

3. Any employee of the CITY may not be hired by CARE HOUSE to perform services under this Agreement. A CITY employee may perform services as a volunteer, however, such services shall be performed on behalf of CARE HOUSE and not the CITY. No person shall be considered an employee or independent contractor of the CITY while performing services on behalf of CARE HOUSE under this Agreement.

4. All of the services required under this Agreement will be performed by CARE HOUSE and all personnel engaged in the work shall be fully certified, qualified and permitted under the State and local law to perform such services.

SECTION 4. ASSIGNMENTS AND SUBCONTRACTS. CARE HOUSE 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 CARE HOUSE and the CITY, and the assignee will be required to execute an assumption agreement with the CITY. Such assumption agreement must be approved by City Council for the City of Warren to be valid. Even if any of the work is assigned or subcontracted, CARE HOUSE shall not be relieved from its responsibility to perform under this Agreement.

SECTION 5. COMPENSATION.

1. CARE HOUSE shall be reimbursed for rent at the Warren Office (30521 Schoenherr Rd) utilized for Forensic Interviews. The actual cost of the rent will be consistent with a lease executed with United Diversified Properties and shall not exceed $3,500 per month.

2. CARE HOUSE shall submit quarterly invoices to the CITY clearly outlining the services provided for which reimbursement is requested. Invoices shall be accompanied by a completed *Beneficiary Report,* attached hereto as Exhibit B, which 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.

3. During the term of this Agreement, the total compensation and reimbursement to be paid by the CITY shall not exceed the maximum of $40,000.00 (Contract Amount).

4. Any income received by CARE HOUSE 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 termination or expiration of this Agreement shall be transferred to the CITY.

SECTION 6. INSURANCE.

CARE HOUSE 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 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
   $1,000,000 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 37th 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 CARE HOUSE shall be delivered to the CITY c/o the Community Development Program, One City Square, Suite 210, Warren, Michigan 48093-4283. 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 CARE HOUSE'S obligation to provide indemnification for damages or injuries in excess of such coverage.

SECTION 7. TERMINATION FOR CAUSE. If, for any cause, CARE HOUSE 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 CARE HOUSE of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination.

Upon termination, CARE HOUSE shall not be relieved of liability to the other party for any damages sustained by virtue of any breach of the Agreement. CARE HOUSE shall only be entitled to payment for actual reimbursement amounts incurred up to termination; however, the CITY may withhold payments to CARE HOUSE for the purpose of set off until such time as the exact amount of damages due the CITY from CARE HOUSE 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 CARE HOUSE. If the Agreement is terminated for convenience, CARE HOUSE will be reimbursed for the services provided and expenses incurred up to the termination. If this Agreement is terminated due to the fault of CARE HOUSE, Section 7 shall apply.
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.

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 CARE HOUSE shall be transferred to the CITY. In addition, all reports and information prepared or used under this Agreement are confidential and CARE HOUSE shall not be make them available to any individual, group or organization without the prior written approval of the CITY. Any records or materials CARE HOUSE deems private shall be boldly marked "Confidential." To the extent permitted by the Michigan Freedom of Information Act, the City will withhold such materials from public disclosure unless compelled by law.

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 CARE HOUSE 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, CARE HOUSE is an independent contractor and not an officer, employee or agent of the CITY. CARE HOUSE 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, CARE HOUSE 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 person providing or receiving Program Assistance under this Agreement.

SECTION 12. INDEMNITY. CARE HOUSE 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 of any law, ordinance or regulation, or the negligent act or omission by CARE HOUSE or any of its members, employees, or agents.
CARE HOUSE 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. CARE HOUSE will not be liable for any claim arising from the CITY'S sole gross negligence.

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 CARE HOUSE as follows:

Care House
131 Market Street
Mt. Clemens, Michigan 48043

SECTION 14. COMPLIANCE WITH LAWS. CARE HOUSE 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. CARE HOUSE shall maintain written records that document the services provided through the expenditure of the Program Funds. In addition, these records shall indicate the amount of Program Income CARE HOUSE received, if any, from the Program Recipient. These records shall be made available to the CITY and/or to representatives of the U.S. Department of Housing and Urban Development.

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

SECTION 17. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS. CARE HOUSE 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. CARE HOUSE shall allow the CITY or any authorized representative thereof, to inspect or audit these records, at any time upon request.

CARE HOUSE 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 CARE HOUSE shall be in compliance 2 CFR Part 200, Uniform Administrative Requirements, Cost Principals, 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, CARE HOUSE agrees as follows:

1. CARE HOUSE 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. CARE HOUSE 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, emotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CARE HOUSE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. CARE HOUSE shall, in all solicitation or advertisements for employees placed by or on behalf of CARE HOUSE, 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. CARE HOUSE 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. CARE HOUSE 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. CARE HOUSE 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 CARE HOUSE, the amount of any such commission, percentage, brokerage, or contingent fee.

SECTION 20: 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.

SIGNATURES

Signed in the presence of:

CITY OF WARREN:

_____ By: _____
Lori M. Stone, Mayor

_____ Date: _____

_____ By: _____
Sonja Buffa, City Clerk

_____ Date: _____

CARE HOUSE:

_____ By: _____
Dorie Vazquez-Nolan, Executive Director

_____ Date: _____

COMMUNITY DEVELOPMENT
One City Square, Suite 210
Warren, MI 48093
(586) 574-4686
Fax (586) 574-4685
www.cityofwarren.org

September 16, 2024

Mindy Moore, Council Secretary

RE: Proposed Resolution Authorizing an Agreement between the City of Warren and Hearts for Homes

As part of the 2024-2025 CDBG Program Year Budget, Council approved the allocation of $10,000 to assist income eligible Warren households with emergency living expenses. The emergency living expenses are limited to rent and utility payments. The City desires to enter into an agreement with Hearts for Homes to provide such services to eligible Warren residents.

Funding in the amount of $10,000 is available in the Homeless Prevention Line Item Number 273-9850-80199 to approve the agreement between the City of Warren and the Hearts for Homes.

Attached for consideration by Council you will find a copy of the proposed agreement with Hearts for Homes, which was reviewed and approved by the City Attorney's Office. Please submit to Council for consideration at its September 24, 2024 meeting. The appropriate resolution authorizing execution of the agreement for these services is also attached.

If you have any questions regarding this matter, please call Community Development at (586) 574-4686.

Sincerely,

Tom Bommarito
Community Development Director

Read and Concur:

Lori M. Stone
Mayor

Read and Approved as to Form:

City Attorney's Office

RESOLUTION
AGREEMENT BETWEEN THE CITY OF WARREN
AND HEARTS FOR HOMES

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 24, 2024 at 7:00 p.m. Eastern Time from the Warren Community Center, 5460 Arden, Warren, Michigan.

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 Program Funds under Title I of the Housing and Community Development Act of 1974, as amended.

Hearts for Homes offers assistance with emergency living expenses.

Hearts for Homes desires grant assistance to supplement the services provided to eligible Warren households.

Council approved the allocation of $10,000 to assist income-eligible Warren households with emergency living expenses. The emergency living expenses are limited to rent and utility payments.

The Mayor and the Community Development Block Committee and staff recommend that the City enter into an agreement with Hearts for Homes to provide Program funds for emergency living expenses to eligible Warren households in accordance with the attached agreement.

Sufficient funding to enter into this Agreement is available in the Homeless Prevention Line Item Number 273-9850-80199.

IT IS RESOLVED, that the Mayor and City Clerk are authorized to execute an agreement for the period of October 1, 2024 through September 30, 2025 with Hearts for Homes to provide Program funds up to total amount of $10,000.00 for emergency living expenses to eligible Warren households, consistent with the attached agreement and in such form that meets with the approval of the City Attorney.

AYES: Councilmembers_____

_____

NAYES: Councilmembers_____

_____

RESOLUTION DECLARED ADOPTED THIS 24th day of September, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Council of the City of Warren at its meeting held on September 24, 2024.

_____
SONJA BUFFA
City Clerk

HOMELESS PREVENTION - EMERGENCY SERVICE AGREEMENT
BETWEEN HEARTS FOR HOMES
AND THE CITY OF WARREN FOR 2024/2025 PROGRAM YEAR

This Agreement is made this _____ day of_____2024, between the City of Warren (CITY), a Michigan municipal corporation, whose address is One City Square, Warren, MI 48093, and Hearts for Homes, whose address is 115 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. Federal Award Identification Number B-24-MC-26-0016 awarded on September 10, 2024 CFDA Number 14.218. "The Funds"

2. The CITY has appropriated $10,000.00 of the Funds to assist qualified residents with specific living expenses in emergency situations.

3. HEARTS FOR HOMES (Unique Entity ID DKBXLW4S1CB3) desires to offer such assistance to qualified residents in the City of Warren with funds made available through the Community Development Block Grant Program ("Program Funds").

4. This Contract is considered a sub-award and will not be used for research and development. There will be no reimbursement for indirect cost 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 HEARTS FOR HOMES agree as follows:

SECTION 1. SCOPE OF SERVICES.

1. HEARTS FOR HOMES shall assist income-eligible households ("Program Recipients") with Emergency Living Expenses up to the Contract Amount. Emergency Living Expenses are defined as rent or utility payments.

2. HEARTS FOR HOMES, at its expense, may also counsel Program Recipients on employment matters, family relations and household budgeting *to improve financial independence.* Such counseling shall not be a reimbursable Emergency Living Expense, under this Agreement.

3. Not more than $1,500 may be disbursed to any individual Program Recipient over the course of the Agreement, without the consent of the CITY. Program Recipient, for the purpose of this Agreement, means one household encompassing all persons occupying the same residence.

4. Program assistance shall be limited to households that satisfy the following eligibility requirements:

   a. The household shall qualify as low or moderate income as defined by the Department of Housing and Urban Development (HUD) and the City of Warren Community Development Program. These income limits may, at the CITY'S discretion, be revised. A copy of the current schedule of income limits is attached to this Agreement as Exhibit A. Any updates to this schedule will be mailed to HEARTS FOR HOMES,

   b. No person in the household has been assisted with Program funds any more than three (3) times within the prior twelve (12) months,

c. No person residing in the household is financially or physically capable of providing the assistance, and

d. The household is located in the City of Warren, Michigan.

5. HEARTS FOR HOMES shall interview each Program Recipient to evaluate the case and identify the need for assistance. A summary of the need for assistance will be submitted to the CITY'S Community Development Program with each invoice. In addition, special reviews and consultation with the CITY will be held upon request.

6. For each Program Recipient, HEARTS FOR HOMES shall complete an *Affidavit of Eligibility,* attached as Exhibit B, which includes information on each household served as follows:

(a) Name of head of household
(b) Home address
(c) Household size
(d) Female head of household
(e) Race/Ethnicity of head of household
(f) Household income

The Affidavit of Eligibility must be signed by the head of household and the HEARTS FOR HOMES representative who interviews the recipient.

7. HEARTS FOR HOMES shall provide services regardless of race, religion, color, sex, national origin, marital status, age, handicap/disability or familial status.

8. In the event HEARTS FOR HOMES, or its officers, employees, agents or volunteers, cause any damage or loss to any property in the course of any work or services performed with CITY funds, HEARTS FOR HOMES and not the CITY will be responsible for the repair or replacement. The CITY may withhold from any reimbursement the amount in dispute in the event the CITY receives a claim, until settlement. This provision shall survive termination or expiration of this Contract.

9. HEARTS FOR HOMES will maintain active status in the System for Award Management (SAM).

SECTION 2. TERM OF CONTRACT. The term of this contract shall be from October 1, 2024 to the earlier of September 30, 2025 or upon exhaustion of Contract Amount, unless terminated sooner in accordance with sections 7 or 8 of this Agreement.

SECTION 3. PERSONNEL.

1. HEARTS FOR HOMES shall provide, at its own expense, all personnel necessary to perform all required work and services under this agreement.

2. HEARTS FOR HOMES shall take reasonable precautions in the selection of individuals performing services under this agreement to ensure their honesty, courtesy, ability and fitness. HEARTS FOR HOMES shall ensure that no solicitations for donations or religious purposes are made to any person by any of its personnel, whether volunteer or employee, other than for services within the scope of this contract.

3. Any person employed by the CITY may not be hired by HEARTS FOR HOMES 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. HEARTS FOR HOMES will provide adequate supervision over the services performed under this Agreement, and all personnel engaged in the work shall be fully certified and qualified and shall be permitted under the State and local law to perform such services.

SECTION 4. ASSIGNMENTS AND SUBCONTRACTS. HEARTS FOR HOMES may not assign or subcontract any part of the work without the prior knowledge and written consent of the CITY. Any assignments shall be mutually agreed upon by HEARTS FOR HOMES and the CITY, and the assignee will be required to execute an assumption agreement with the CITY. Such assumption agreement must be approved by City Council for the City of Warren to be valid. Even if any of the work is assigned or subcontracted, HEARTS FOR HOMES shall not be relieved from its responsibility to perform under this Contract.

SECTION 5. COMPENSATION.

1. HEARTS FOR HOMES shall be reimbursed for the actual cost of the Emergency Living Expense, as defined in Section 1.1, provided to the Program Recipients. HEARTS FOR HOMES shall submit invoices to the CITY at least quarterly. The invoices shall be accompanied with copies of the paid receipts, a completed *Affidavit of Eligibility* for each Program Recipient attached hereto as Exhibit B, and completed *Summary Reports* attached hereto as Exhibit C. The final invoice for the contract period and the required reports must be submitted within sixty (60) days after the end of the contract September 30.

2. During the term of this contract, the total reimbursement to be paid by the CITY shall not exceed the maximum of $10,000.00 (Contract Amount).

3. Any donations received by HEARTS FOR HOMES from Program Recipients shall be deducted, in the same period it is received, from the invoices submitted to the CITY.

SECTION 6. INSURANCE.

HEARTS FOR HOMES 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 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
$1,000,000 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 37th 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 HEARTS FOR HOMES 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 all 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 HEARTS FOR HOMES' obligations to provide indemnification for damages or injuries in excess of such coverage.

SECTION 7. TERMINATION FOR CAUSE. If, for any cause, HEARTS FOR HOMES 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 HEARTS FOR HOMES of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination.

Upon termination, HEARTS FOR HOMES 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 HEARTS FOR HOMES for the purpose of set off until such time as the exact amount of damages from HEARTS FOR HOMES is determined. Hearts for Homes shall not commit to the expenditure or incur any Program expense after the receipt of the termination notice.

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 HEARTS FOR HOMES. 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 contract is terminated for convenience or loss of funding, HEARTS FOR HOMES 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. HEARTS FOR HOMES shall not commit to the expenditure or incur any Program expense after the receipt of the termination notice. If this contract is terminated due to the fault of HEARTS FOR HOMES, Section 7 shall apply

SECTION 9. FINDINGS CONFIDENTIALITY. Upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, surveys and reports prepared by HEARTS FOR HOMES shall be transferred to the CITY. In addition, all reports and information which HEARTS FOR HOMES prepared or used under this Agreement are confidential and shall not be made available to any individual, group or organization without the prior written approval of the CITY.

SECTION 10. CHANGES. Any changes in services, including any increase or decrease in the amount of compensation, shall be mutually agreed upon by HEARTS FOR HOMES 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, HEARTS FOR HOMES, and its officers, employees, agents and volunteers are independent contractors and are not officers, employees or agents of the CITY. HEARTS FOR HOMES 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, HEARTS FOR HOMES and not the CITY, shall be responsible for the acts or omissions of its members and employees.

Any involvement by the CITY in the implementation and/or administration of this Agreement is for the sole purpose of ensuring compliance with HUD and the Community Development Program goals and procedures, and shall not give rise to any employment, agency or contractual relationship with any of ST. VINCENT DE PAUL's employees or agents, or any Program Recipient.

SECTION 12. INDEMNITY. HEARTS FOR HOMES, at its sole cost, shall indemnify, defend and hold harmless the CITY, and its officers, employees, agents, commissions and boards for and from any liability, claims, demands, losses, judgments, suits, and expenses (including reasonable attorney fees) for any personal injury, property damage or death arising out of or related to the performance of this Agreement, whether caused by HEARTS FOR HOMES or any of its directors, employees, volunteers, agents, contractors, or subcontractors.

HEARTS FOR HOMES' obligation to indemnify, defend and hold harmless shall include, without limitation, the failure to comply with any federal, state or local law, ordinance or regulation.

HEARTS FOR HOMES shall also indemnify, defend and hold the CITY harmless from and for any employment claim including, without limitation, claims related to workers compensation, insurance rights or liabilities, pension rights or liabilities, or employment compensation. HEARTS FOR HOMES shall indemnify the CITY for any funds which are required to be repaid by the CITY to the U.S. Department of Housing and Urban Development as a result of HEARTS FOR HOMES' violation of Community Development Block Grant Program rules through the implementation of this Agreement.

These indemnification provisions shall survive termination or expiration of the Contract.

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:

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

and to HEARTS FOR HOMES as follows:

Hearts for Homes
115 S. Main St.
Mt. Clemens, MI 48046

SECTION 14. COMPLIANCE WITH LAWS. HEARTS FOR HOMES shall comply with all applicable laws, ordinances and codes of the federal, state and local governments at all times when carrying out the terms of this contract 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 contract are for convenience only and shall not be used to construe or interpret the scope or intent of the contract 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. HEARTS FOR HOMES shall maintain written records that document income eligibility and services delivered through the expenditure of the Program Funds. In addition, these records shall indicate the circumstances under which the services were requested and delivered and the amount of Program Income HEARTS FOR HOMES received, if any, from the Program Recipient. These records shall be made available to the CITY or to representatives of the U.S. Department of Housing and Urban Development.

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

SECTION 17. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS. HEARTS FOR HOMES 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.

HEARTS FOR HOMES shall allow the CITY, or any authorized representative thereof, to inspect or audit these records, at any time upon request. HEARTS FOR HOMES 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 HEARTS FOR HOMES shall be in compliance 2 CFR part 200, Uniform Administrative Requirements, Cost Principals, 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, HEARTS FOR HOMES agrees as follows:

1. HEARTS FOR HOMES 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. HEARTS FOR HOMES 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, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
   HEARTS FOR HOMES agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. HEARTS FOR HOMES shall in all solicitation or advertisements for employees placed by or on behalf of HEARTS FOR HOMES state that all qualified applicants shall receive consideration for employment without regard to 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

3. HEARTS FOR HOMES 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. HEARTS FOR HOMES 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. HEARTS FOR HOMES 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 HEARTS FOR HOMES, 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 HEARTS FOR HOME Sunder 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.

SIGNATURES

Signed in the presence of:

_____

_____

_____

_____

_____

CITY OF WARREN:

By: _____
Lori M. Stone, Mayor

Date: _____

By: _____
Sonja Buffa, City Clerk

Date: _____

HEARTS FOR HOMES:

By: _____

Date: _____

COMMUNITY DEVELOPMENT
One City Square, Suite 210
Warren, MI 48093
(586) 574-4686
Fax (586) 574-4685
www.cityofwarren.org

September 16, 2024

TO: Mindy Moore, Council Secretary

RE: Agreement between the City of Warren and the Oakland Livingston Human Service Agency for Administration of a Tenant Based Rental Assistance Program

City Council previously approved the allocation of funds to provide rent subsidies or Tenant Based Rental Assistance (TBRA) to eligible Persons Living with HIV/AIDS (PLWH/A) in the Warren Eligible Metropolitan Area consisting of Lapeer, Livingston, Macomb, Oakland and St. Clair Counties (Warren EMA). The City's Community Development staff desires to enter into an agreement with the Oakland Livingston Human Service Agency (OLHSA) to perform services necessary to administer the TBRA Program.

OLHSA currently administers the TBRA Program and provides services for PLWH/A in the Warren EMA.

Attached you will find an agreement for Administration of the TBRA Program reviewed and approved by the City Attorney's office for form. We are asking that Council consider this item at its September 24, 2024 meeting. The appropriate resolution authorizing execution of the agreement for these services is attached.

If you have any questions regarding this matter, please contact Community Development at (586) 574-4686.

Sincerely,

Tom Bommarito
Community Development Director

Read and Concur:

Lori M. Stone
Mayor

Read and Approved as to Form:

City Attorney's Office

RESOLUTION APPROVING HOPWA AGREEMENT
BETWEEN THE OAKLAND LIVINGSTON HUMAN SERVICE AGENCY
AND THE CITY OF WARREN
FOR ADMINSTRATION OF A TENANT BASED RENTAL ASSISTANCE PROGRAM

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 24, 2024 at 7:00 p.m. Eastern Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers_____

_____

ABSENT: Councilmembers_____

The following preamble and resolutions were offered by Councilmember _____ and supported by Councilmember _____:

The City is the recipient of Housing Opportunities for Persons with HIV/AIDS (HOPWA) Program funds under the AIDS Housing Opportunity Act, Subtitle D of Title VIII of the Cranston-Gonzalez National Affordable Housing Act, as amended.

City Council previously approved the allocation of funds to provide rent subsidies or tenant based rental assistance (TBRA) to eligible Persons Living with HIV/AIDS (PLWH/A) or participants in the Warren Eligible Metropolitan Area consisting of Lapeer, Livingston, Macomb, Oakland and St. Clair Counties (Warren EMA).

The Oakland Livingston Human Service Agency (OLHSA) is a non-profit community action agency, which currently administers the TBRA Program and provides other services for PLWH/A in the Warren EMA. OLHSA is willing to continue to administer the TBRA Program for a monthly fee of $300 per Participant (up to 75) approved by City.

Adequate funding is available in the TBRA account to enter into an agreement with OLSHA for the administration of the TBRA Program.

The Mayor and Community Development staffs recommend that the City enter into an agreement with OLHSA to administer the TBRA Program, effective, from October 1, 2024 to September 30, 2025.

IT IS RESOLVED; that the Mayor and City Clerk are authorized to execute a one-year agreement with OLHSA to administer the TBRA Program on terms 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 24Th day of September, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on September 24, 2024.

_____
SONJA BUFFA
City Clerk

HOPWA AGREEMENT BETWEEN THE OAKLAND LIVINGSTON HUMAN SERVICE AGENCY AND THE CITY OF WARREN FOR ADMINISTRATION OF A TENANT BASED RENTAL ASSISTANCE PROGRAM

This Agreement is made this _____ day of _____ ____, between the City of Warren (the CITY), a Michigan municipal corporation, whose address is One City Square, Warren, MI 48093, and the Oakland Livingston Human Service Agency (OLHSA), a Michigan non-profit corporation, whose address is 196 Cesar E. Chavez Avenue, P.O. Box 430598, Pontiac, MI 48343-0598.

The parties stipulate as follows:

1. The CITY is the grant recipient of Housing Opportunities for Persons with AIDS (HOPWA) funds under the AIDS Housing Opportunity Act, Subtitle D of Title VIII of the Cranston-Gonzalez National Affordable Housing Act, as amended ("Program Funds") and was designated as the administrator of HOPWA Funds for Lapeer, Livingston, Macomb, Oakland, and St. Clair Counties in the State of Michigan (Warren EMA). Federal Award Identification Number MIH24-F002 awarded on September 10, 2024. CFDA Number 14.241.

2. In the current fiscal budget, the CITY appropriated $250,000 a portion of the Program Funds, to administer a Tenant Based Rental Assistance Program (TBRA) and provide rent assistance payments (RAP) for households containing eligible persons living with HIV/AIDS (Program Recipients).

3. The Oakland Livingston Human Service Agency (OLHSA) is a non-profit community action agency, which employs personnel capable of carrying out eligible activities under the HOPWA Program (Unique Entity ID J25FVSQGPKM1).

4. OLHSA currently administers the TBRA Program in addition to providing other services for persons living with HIV/AIDS, including but not limited to emergency housing assistance and related supporting services, and desires to continue administering the TBRA Program in the Warren EMA, on behalf of the CITY in accordance with the terms of this Agreement.

5. This Contract is considered a sub-award and will not be used for research and development. There will be no reimbursement for indirect cost 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 OLHSA agree as follows:

SECTION 1. TERM OF AGREEMENT.

The term of this Agreement shall be effective from October 1, 2024 to September 30, 2025 unless terminated sooner.

SECTION 2. DEFINITIONS.

As used in this Agreement, the following terms shall be defined as:

Applicant(s) (applicant family): an individual or a family that has applied for admission to the TBRA Program but is not yet being assisted.

Certificate (Certificate Verifying Key Persons of OLHSA): the certificate that verifies the Key Persons who perform services under this Agreement for OLHSA. The certificate is attached to this Agreement as Exhibit A.

Housing Quality Standards (HQS): the physical standards units must satisfy to house TBRA Program participants.
HQS Inspection: an inspection to determine whether a housing unit satisfies HQS.

Key Person(s): individuals who perform services for OLHSA and (a) sign this Agreement of behalf of OLHSA and/or (b) are listed in Exhibit A of this Agreement.

Material Person: a person who (a) has a direct or indirect ownership interest in OLHSA, (b) is an employee, officer, or director of OLHSA, (c) is an independent contractor that OLHSA has retained to perform one or more services, or (d) is a family member of a person who (i) has an ownership interest in OLHSA, (ii) is an employee, officer, or director of OLHSA, (iii) works for OLHSA, (iv) is an independent contractor that OLHSA has retained to perform services. Material Persons are prohibited from engaging in the activities described in Section 16 of this Agreement without the written permission of the CITY'S Community Development Director.

Participant (participant family): a family who has been admitted to the TBRA Program and is currently being assisted through rent assistance payments (RAP).

Voucher: A Voucher is a document issued by the CITY to a family selected for admission to the TBRA Program. The Voucher describes the TBRA Program and the procedures for CITY approval of a rental unit selected by the family. The Voucher also describes the obligations of the family under the TBRA Program.

Work Product: Any data compilations, reports, photos and any other media, materials, or other objects or works created, produced, copied, filled out or completed by OLHSA as a result of and/or in the furtherance of performing services under this Agreement.

SECTION 3. ADMINSTRATIVE SERVICES.

In accordance with the general purposes and objectives of this Agreement, OLHSA shall comply with the following:

1. OLHSA will be responsible for administering TBRA Vouchers for up to 75 Participants in the Warren EMA.

2. OLHSA shall provide the services which are summarized below in compliance with the City's *TBRA Program Policies and Procedures* attached as Exhibit B and incorporated by reference:

    a. Maintain the waiting list created by the City.
    b. Process new Applicants.
    c. Issue Vouchers and brief TBRA Program Participants.
    d. Conduct HQS inspections.
    e. Approve rental units.
    f. Prepare and execute Rent Assistance Payment (RAP) contracts.
    g. Conduct annual recertifications of Participants.
    h. Conduct annual reinspections of rental units.
    i. Process requests to move.
    j. Conduct interim recertifications.
    k. Process landlord changes.
    l. Prepare monthly Rent Assistance Payment Report.
    m. General program administration:
        - Maintenance of Vouchers
        - Maintenance of landlord listing
        - Maintain participant, landlord, and unit records

- Prepare reports
- Act as tenant/landlord liaison

n. Other activities as mutually agreed upon that are necessary to properly administer the TBRA Program.

3. OLHSA shall provide services only to eligible Program Recipients who meet the following qualifications:

   a. Diagnosed with HIV/AIDS, defined as a person who has HIV antibodies in their blood, verified by a doctor's report; and

   b. Low or moderate income as set forth in Exhibit C.

4. OLHSA acknowledges that only Key Persons shall perform services under this Agreement. Key Persons include all employees and agents of OLHSA who perform HQS Inspections or have contact with CITY staff or the TBRA Program Participant or Applicant for whom services are rendered. (The term "contact" shall include, but not be limited to, "one-on-one" meetings and the exchange of letters, messages, or information via hand delivery, telephone, voice mail, U.S. mail, Electronic Mail, Facsimile, or Commercial Delivery Service.)

5. Prior to executing this Agreement, OLHSA shall provide to the CITY the names of all Key Persons by completing Exhibit A. In the event OLHSA fails to provide to the CITY the names of any Key Persons, the parties shall consider the signatory for OLHSA to be the sole Key Person during the term of this Agreement.

6. The CITY reserves the right to approve OLHSA'S assignment of Key Persons to perform any service and to recommend reassignment of personnel deemed unsatisfactory by the CITY. The addition of Key Persons without the written consent of the CITY may be considered by the CITY to be a material breach of this Agreement.

7. OLHSA shall inform the CITY in writing when OLHSA removes a Key Person from the list of individuals authorized to provide services under this Agreement. The removal of a Key Person will not require prior written approval of the CITY.

8. OLHSA confirms that all Key Persons possess an understanding of the TBRA Program and have the knowledge and skills necessary to perform services under this Agreement. OLHSA further ensures that all Key Persons possess the requisite licenses or other such legal qualifications to perform the services under this Agreement. All such personnel shall work under the supervision of OLHSA.

9. OLHSA shall not allow a Voucher holder to serve as a Key Person. OLHSA understands and acknowledges that allowing a Voucher holder to serve as a Key Person may violate HUD regulations governing conflicts of interest.

10. OLHSA acknowledges that the procedures, standards and forms required for performing services under this Agreement are subject to change by the CITY. Such changes shall not result in an increase in fees.

11. OLHSA acknowledges that the CITY retains the right to increase the number of Participants up to a maximum of 75. OLHSA also acknowledges that the CITY retains the right to reduce the number of Participants on any of the following grounds:

    a. A reduction in funding received by the CITY for the HOPWA program.
    b. An increase in expenses incurred by the CITY for the TBRA program.

12. OLHSA will comply with all applicable laws, ordinances and codes of the federal, state and local governments at all times when carrying out the terms of this Agreement. This includes the HUD rules and regulations, as set forth in 24 Code of Federal Regulations Part 574, attached as Exhibit D amendments to which shall be incorporated by reference.

13. OLHSA will maintain active status with the System for Award Management (SAM).

14. OLHSA warrants that in the performance of services under this agreement, neither it nor any of its Key Persons will violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret. OLHSA and the Key Persons will perform the services in a manner that complies with all applicable laws and regulations.

15. OLHSA agrees to obtain certificates of completion of the *Getting to Work, HOPWA Oversight*, and *CPD Financial Management* training curriculums by at least one of its employees every three (3) years

16. OLHSA will maintain an office in the Warren EMA that is open to the public at least 30 hours per week.

17. OLHSA will permit, upon reasonable notification and at reasonable times, authorized representatives of the CITY and/or HUD to review all records, files and documentation related to this Agreement.

18. OLHSA will provide services to Program Recipients regardless of race, religion, color, sex, national origin, marital status, age, handicap/disability or familial status.

SECTION 4. COMPENSATION.

The CITY will pay OLSHA a monthly fee of $300 for each TBRA Participant approved by the city to receive rent assistance payments up to a maximum of 75 participants. This compensation will be the total consideration for all administrative services and compliance with obligations under this Agreement.

SECTION 5. PAYMENT PROCEDURES.

By the 5th day of each month, OLHSA shall submit to CITY a RAP Report listing each Participant for whom payment is due the following month with the amount due, the landlord's name and any supporting documentation. Upon approval by the CITY, a RAP contract will be fully executed, and OLHSA will make rent assistance payments on behalf of the CITY to the respective landlords.

The CITY shall reimburse OLHSA within thirty (30) days of receipt of an invoice and the accompanying Rent Assistance Payment Report. OLHSA will also need to provide documentation to the city that the landlords were paid.

SECTION 6. ASSIGNMENTS AND SUBCONTRACTS.

OLHSA 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 OLHSA and the CITY, and the assignee will be required to execute an assumption agreement with the CITY. Such assumption agreement must be approved by the CITY Council for the CITY of Warren to be valid. Even if any of the work is assigned, OLHSA shall not be relieved from its responsibility to perform under this Agreement.

SECTION 7. INSURANCE.

OLHSA 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 types and amounts of insurance required 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. Professional Liability
   $500,000

4. Comprehensive (Non-owned and Hired) Motor Vehicle Liability
   $500,000 Combined Single Limit for Bodily Injury and Property Damage

The CITY, its officers, employees, agents, boards and commissions shall be named as an additional insured on said Comprehensive General Liability, Professional Liability and Motor Vehicle Liability Insurance. Certificates of Insurance (or applicable renewal certificates) for the required coverage issued in the name of OLHSA shall be delivered to the CITY c/o the Community Development Department, One City Square, Suite 210, Warren, Michigan 48093-5283. These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with all requirements of this section. All insurance policies and certificates must 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 OLHSA'S obligations to provide indemnification for damages or injuries in excess of such coverage.

SECTION 8. TERMINATION FOR CAUSE.

The CITY may terminate this Agreement immediately due, but not limited to, misconduct, malfeasance or breach by OLHSA of the terms of this Agreement.

The CITY may terminate this Agreement immediately if during the term of this Agreement OLHSA, an officer of OLHSA, Key Person, an individual with an ownership interest in OLHSA, or a subcontractor utilized by OLHSA is:

1. Convicted of a criminal offense incident to the application for or performance of a CITY agreement, public or private agreement or subcontract;
2. Convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property;
3. Convicted under state or federal antitrust statutes; or
4. Convicted of any other criminal offense, which in the sole discretion of the CITY, reflects upon OLHSA'S business integrity.

For any deficiency in OLHSA'S performance under this Agreement, the CITY will serve written notice of the same to OLHSA and shall specify in reasonable detail the nature and extent of the performance deficiency. Thereafter, OLHSA shall have thirty (30) days to cure such deficiency to the reasonable satisfaction of the parties. If at the end

of the thirty (30) day period OLHSA has not cured its performance deficiencies under this Agreement or substantially taken meaningful steps in curing such default, the CITY shall have the right to terminate this Agreement by giving notice to OLHSA of such termination and specifying the effective date thereof, which shall be at least fifteen (15) days after the date of such notice of termination. The CITY will not, under any circumstance or situation, be subject to liability for any loss, damage, or expense resulting from the CITY'S termination of this Agreement.

Upon termination, OLHSA 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 OLHSA for the purpose of set off until such time as the exact amount of damages from OLHSA is determined.

SECTION 9. TERMINATION FOR CONVENIENCE OR LOSS OF FUNDING.

The CITY and/or OLHSA may terminate this Agreement at any time for convenience by giving at least sixty (60) days notice in writing to the other party. The CITY may also terminate this Agreement in the event 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) or if the City's participation in this program is canceled.

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

OLHSA 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 the Agreement is terminated due to the fault of OLHSA, Section 8 shall apply.

SECTION 10. DATA, RECORDS, AND WORK PRODUCTS.

Any and all data, records, and Work Products shall be deemed the property of the CITY.

Upon request of the CITY or upon termination or expiration of this Agreement, all finished or unfinished Work Products, records, files, correspondence, manuals, or seminar materials in written and electronic form that are the property of the CITY shall be returned to the CITY.

SECTION 11. LIQUIDATED DAMAGES.

The parties acknowledge that the CITY will suffer damages if OLHSA fails to perform in accordance with the provisions of this Agreement or terminates this Agreement without satisfying notice provisions set forth in Section 9 and the provisions for returning work products as set forth in Section 10, and that the amount of such damages will be difficult or impossible to calculate with reasonable certainty. Accordingly, if OLHSA fails to perform in accordance with the provisions of this Agreement or terminates this Agreement without satisfying the notice provisions as set forth in Section 9 or the provisions for returning work products as set forth in Section 10, OLHSA shall pay to the CITY as liquidated damages, and not as a penalty, an amount equal to OLHSA'S pay for one month. OLHSA shall pay the CITY the amount of liquidated damages due hereunder within 60 days of receipt of written demand for payment from the CITY.

SECTION 12. FINDINGS CONFIDENTIALITY.

OLHSA shall assure that services to and information contained in the records of Program Recipients served under this Agreement, or other such recorded information required to be held confidential in accordance with federal or state law, rule or regulation, shall be held confidential and shall not be made available to any individual, group or

organization without the prior written consent of the Program Recipient or a person responsible for them. If permitted by law, information may be disclosed in summary, statistical or other form which does not directly or indirectly identify Program Recipients.

Removal of Personal Data in an Electronic Format
If OLHSA no longer needs Program Recipient data to render services, or if OLHSA ceases to provide services, OLHSA shall remove any and all Program Recipient data in an electronic format from any and all storage media that may be used, including but not limited to hard drives, flash drives, CDs, DVDs, zip drives, hand-helds, and storage services on the World Wide Web. When OLHSA ceases to use a computer, OLHSA shall (a) ensure that any and all Program Recipient data in an electronic format are removed from that computer and (b) use recommended practices for small businesses for the removal of such data.

Preserving and Securing Documents
OLHSA shall take reasonable steps to prevent the theft of paper and electronic files that contain Program Recipient data. Such steps shall include but not be limited to:

1. Restricting access to paper and electronic files to only authorized personnel;
2. Securing paper files and electronic files to prevent unauthorized access of the same; and
3. Following practices recommended for small businesses to prevent unauthorized access and retrieval of paper and electronic data.

Destruction of Documents
OLHSA will destroy the following documents in accordance with the schedule described below:

1. Any waiting list documents for a denied Applicant – such records shall be destroyed (a) no earlier than three years after the Applicant's denial date and (b) no later than four years after the Applicant's denial date.
2. Copies of all records for a former Participant as long as the original records are in the CITY'S offices – such records shall be destroyed no later than one year after the termination of the Participant's Voucher.

When destroying data, whether in paper or electronic form, OLHSA shall ensure that identifying information is destroyed to the extent that identities of individuals cannot be ascertained.

Disclosure of Information and Records
OLHSA shall not disclose information or documents created or maintained in connection with this Agreement to anyone other than OLHSA'S staff assigned to this Agreement or CITY staff, without the direction or prior consent of CITY staff. Neither OLHSA nor its employees, Material Persons, or agents shall use information or documents created or maintained in connection with this agreement to further any private interest, other than as contemplated by this Agreement, without the prior written consent of the CITY.

Legal Actions
Upon receipt, OLHSA will promptly forward to CITY requests for documents, all notices of subpoenas, lawsuits, causes of action, or charges of any kind to which OLHSA is subject, that arise from OLHSA'S actions or lack of action (a) as a contractor for the CITY and (b) pursuant to authority granted to OLHSA under this Agreement.

Privacy and FOIA
OLHSA will maintain all records of information on Applicants, Participants and landlords in strict confidence and will ensure that the privacy of the Applicants and Participants is maintained in accordance with applicable state and federal laws including the state Freedom of Information Act, the federal Freedom of Information Act, and the federal Privacy Act. OLHSA shall not accept on the CITY'S behalf subpoenas, requests to produce documents, or requests for documents or information under the state Freedom of Information Act or the federal Freedom of Information Act.

OLHSA shall inform persons submitting such subpoenas and requests that OLHSA is not authorized to accept or process such documents on behalf of the CITY.

News Releases
News releases pertaining to this Agreement, the Work Products, or services will not be made without prior written CITY approval and then only in accordance with explicit written instruction from the CITY. No statements pertaining to this Agreement, Work Product, or services are to be released without prior approval of the CITY and then only to persons designated.

Remedies for Breach of Confidentiality
OLHSA acknowledges that a breach of its confidentiality obligations under this Agreement shall be considered a material breach and shall survive termination. Furthermore, OLHSA acknowledges that in the event of such a breach the CITY shall be irreparably harmed. Accordingly, if a court should find that OLHSA has breached or attempted to breach any such obligations, OLHSA will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to, and not in limitation of, any other remedy or damages provided by law.

SECTION 13. CHANGES IN COMPENSATION.

Any increase or decrease in the amount of compensation due under this Agreement shall be mutually agreed upon by OLHSA and the CITY, and shall be incorporated into written amendments approved by the City Council for the City of Warren.

SECTION 14. CHANGES IN POLICY AND PROCEDURE.

The CITY will confirm in writing any applicable changes in the TBRA Program, specifically modifications to policies and procedures that are adopted during the term of the Agreement. OLHSA shall implement the modified policies and procedures within 30 days of the date of the notice of modification to policies or procedures. CITY staff shall be available to explain modified policies and procedures to OLHSA. In the event that HUD imposes requirements on the CITY that the CITY must implement in less than 30 days, OLHSA agrees to implement and provide services for such policies or procedures within deadlines reasonably established by the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

While carrying out the terms of this Agreement, OLHSA is an independent contractor and not an officer, employee or agent of the CITY. OLHSA 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, OLHSA shall be responsible for the acts or omissions of its members and employees.

Any involvement by the CITY in the implementation and/or administration of this Agreement is for the sole purpose of ensuring compliance with HUD and the HOPWA Program goals and procedures, and shall not give rise to any employment, agency or contractual relationship with any of OLHSA'S employees or agents, or any Program Recipient.

OLHSA acknowledges and agrees that all payments by the CITY to OLHSA shall be made without deductions for federal, state or local income taxes, social security taxes and similar items and OLHSA shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities if required by law.

SECTION 16. CONFLICT OF INTEREST

Present and Former CITY Employees and Officials and Public Officials
No present or former CITY official, no CITY employee who formulates policy or influences decisions with respect to the TBRA Program, and no public official or member of a governing body or state or local legislator who exercises functions or responsibilities with respect to the TBRA Program, during this person's tenure or for one year thereafter, shall have any direct or indirect interest in Rent Assistance Payment Contracts or in any proceeds or benefits arising from them. HUD may waive this provision for good cause under certain circumstances.

Units Owned, Managed or Listed for Sale by OLHSA
OLHSA shall not own, manage, or lease a unit that is occupied by a Participant. The prohibition against owning a unit occupied by a Participant includes, but is not limited to, OLHSA having an ownership interest in an entity that owns the unit in question.

Units Owned, Managed or Listed for Sale by Material Persons.
A Material Person shall not own, manage, or lease a unit that is occupied by a Participant unless OLHSA receives written approval from the CITY of Warren Director of Community Development.

Services to Current Program Recipients
OLHSA and OLHSA'S Material Persons shall be prohibited from providing any services to a Program Recipient in consideration for a fee or commission from the Program Recipient without securing the written consent of the CITY of Warren Director of Community Development. This in no way shall limit the ability of OLHSA to provide services to Program Recipients for which OLHSA receives payment from other sources including City of Warren HOPWA funds.

Services to Former Program Recipients
If a Program Recipient no longer receives assistance through the TBRA Program, OLHSA and OLHSA'S Material Persons shall be prohibited from providing any services for the Program Recipient in consideration for a fee or commission from the Program Recipient. The aforementioned prohibition shall end on the 180th day after the date on which the Program Recipient's participation ends. This in no way shall limit the ability of OLHSA to provide services to Program Recipients for which OLHSA receives payment from other sources including City of Warren HOPWA funds.

Lobbying
OLHSA 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 OLHSA, the amount of any such commission, percentage, brokerage, or contingent fee.

Breach of Conflict of Interest Prohibitions
A breach of any prohibition described in this Section may be declared a material breach of this Agreement by the CITY. The requirements of this section shall survive termination.

SECTION 17. INDEMNITY.

OLHSA, at its sole cost, shall indemnify, defend and hold harmless the CITY, and its officers, employees, agents, commissions and boards for and from any liability, claims, demands, losses, judgments, suits, and expenses (including reasonable attorney fees) for any personal injury, property damage or death arising out of or related to the performance of this Agreement, whether caused by OLHSA or any of its directors, employees, volunteers, agents, contractors, or subcontractors. OLHSA'S obligation to indemnify, defend and hold harmless shall include, without limitation, the failure to comply with any federal, state or local law, ordinance or regulation.

OLHSA shall also indemnify, defend and hold the CITY harmless from and for any employment claim including, without limitation, claims related to workers compensation, insurance rights or liabilities, pension rights or liabilities, or employment compensation. OLHSA shall indemnify the CITY for any funds which are required to be repaid by the CITY to the U.S. Department of Housing and Urban Development as a result of OLHSA'S violation of Housing Opportunities for Persons with HIV/AIDS Program rules through the implementation of this Agreement.

The indemnification requirements shall survive termination.

SECTION 18. 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:

City of Warren
Community Development Department
One City Square, Suite 210
Warren, MI 48093-5283

and to OLHSA as follows:

Oakland Livingston Human Service Agency
196 Cesar E. Chavez Avenue
P.O. Box 430598
Pontiac, MI 48343-0598

SECTION 19 LEGAL MATTERS

Notice of Convictions and Criminal Investigations
Prior to the execution of this Agreement, OLHSA shall promptly notify the CITY if it, or its officers, directors, Key Persons, or any of OLHSA'S independent contractors who perform services, or their officers, directors, or employees under this Agreement, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. OLHSA shall promptly notify the CITY of any criminal litigation, investigations or proceeding which may have arisen or may arise involving OLHSA, or any of OLHSA'S Key Persons, members or shareholders, or subcontractors, or any of OLHSA'S or its subcontractors' then current officers or directors during the term of this Agreement.

Notice of Civil Claims
OLHSA shall immediately notify the CITY of any civil litigation, including subpoenas, lawsuits, cases of action arbitration, during the five years preceding its execution of this Agreement, or which may occur during the term of this Agreement, which involve (1) service or services similar to those provided to the CITY under this Agreement, or (2) a claim or written allegation of fraud against OLHSA, the Key Person, or any subcontractor hereunder, arising out of their business activities, including this Agreement, or (3) a claim or written allegation that OLHSA, the Key Person, or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against OLHSA, Key Person, or its subcontractor shall be disclosed to the CITY to the extent they adversely affect the financial solvency or the ability of OLHSA, Key Person or subcontractor to perform the services.

Notice Requirements for Criminal and Civil Claims
All notices under this Section shall be provided in writing to the CITY within fifteen (15) business days after OLHSA learns about any such criminal or civil investigations and with fifteen (15) business days after the commencement of

any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements that are prevented from disclosure by the terms of the settlement shall be annotated as such.

Assurances Regarding Key Persons
In the event that such investigation, litigation, arbitration or other proceedings disclosed to the CITY or of which the CITY otherwise becomes aware, during the term of this Agreement, causes the CITY to be reasonably concerned about:

1. The ability of OLHSA, its Key Persons, or its independent contractor to continue to perform this Agreement in accordance with its terms and conditions, or
2. Whether OLHSA, its Key Persons, or its independent contractor in performing the services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Agreement or violation of Michigan or Federal law, regulation or public policy, then:

OLHSA shall be required to provide the CITY with assurances and actions requested by the CITY to demonstrate that (a) OLHSA, its Key Person in question or its subcontractors hereunder will be able to continue to perform this Agreement in accordance with its terms and conditions; or (b) OLHSA, its Key Person, or its independent contractor will not engage in conduct that is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings while performing services under this Agreement. Such actions may include the CITY making a request to OLHSA to prevent a Key Person or independent contractor from providing services or having access to documents and files having a connection with the services. Nothing in this Section shall be construed as affecting or limiting the CITY'S right to terminate the Agreement in accordance with Section 8 or Section 9.

Failure to comply with this Section
OLHSA'S failure to fully and timely comply with the terms of this Section and subsections thereof, including providing reasonable assurances and actions satisfactory to the CITY, may, at the CITY'S sole option, constitute a material breach of this Agreement.

SECTION 20. NONDISCRIMINATION.

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

1. OLHSA 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.

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

2. OLHSA shall in all solicitation or advertisements for employees placed by or on behalf of OLHSA state that all qualified applicants shall receive consideration for employment without regard to 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

3. OLHSA 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 21. TITLE VI

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

1. 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.

2. 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.

3. 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.

4. 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.

5. 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:

a. Withholding payments to the contractor under the contract until the contractor complies and/or

b. Cancellation, termination or suspension of the contract, in whole or in part.

6. 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.

SECTION 22. 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 23. REPORTS AND INFORMATION.

1. OLHSA must submit all required reports to the CITY as set forth in *CITY OF WARREN TBRA POLICIES AND PROCEDURES*. The CITY will provide any forms or other documents necessary to comply with the reporting requirements under this Agreement.

2. OLHSA shall submit interim and final audit reports sixty (60) days after the audit is published for the fiscal year in which the HOPWA funds governed by this Agreement have been disbursed.

3. OLHSA shall inform the CITY in writing as soon as any problems, delays, or adverse conditions that materially affect the ability of OLHSA to complete any activity described in this Agreement. A written statement of the action taken or contemplated to resolve the situation shall accompany this disclosure.

4. OLHSA shall implement the Uniform Reporting System which includes data regarding HOPWA eligible persons and information needed for monthly reports and the Annual Progress Report.

5. Any report or record to be submitted by OLHSA under this Agreement shall be sent to the City at its offices, at the expense of OLHSA.

SECTION 24. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS.

1. OLHSA shall record all expenditures under this Agreement following generally accepted accounting principles and file reports as required by the CITY. A separate account number (fund) or cost recording system must separate all expenditures under this Agreement from OLHSA's other or general expenditures.

2. OLHSA agrees to maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to expenditures funded under this Agreement as required to properly comply with all reporting and record keeping requirements of the CITY and/or HUD 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.

   Such records shall be retained and be available for audit, examination, excerpts and transcripts for five (5) years after the expiration of this Agreement or until all litigation, claims, audit findings, negotiations or other actions involving the records have been resolved, whichever occurs latest.

1. OLHSA shall have an independent audit of HOPWA assisted activities conducted by a Certified Public Accountant for each fiscal year in which Agreement funds are disbursed. Financial management systems standards of OLHSA shall be in compliance 2 CFR Part 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and such other regulations as may be applicable to

budgeting, use and reporting of federal funds. Audit reports must be prepared in accordance with these requirements and shall be submitted to the CITY within 9 months following the close of the fiscal year of OLHSA. A report on internal controls should be included as a part of the audit.

If a management letter is issued in conjunction with the audit, the management letter shall be submitted to the CITY as well. OLHSA shall further ensure that the IRS Form 990 is prepared for OLHSA, and a copy of this will be submitted to the CITY at the same time as the audit and management letter.

4. All purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with 2 CFR Part 200 as applicable. Records sufficient to document purchases must be maintained for a minimum of five (5) years after the expiration of the Agreement.

SECTION 25. 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 26. LIVING WAGE.

OLHSA is required to comply with the CITY's Living Wage Ordinance attached as Exhibit E.

SECTION 27. 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 28. BINDING EFFECT.

This Agreement shall be binding upon and insure to the benefit of the parties, and their successors, and assigns.

SECTION 29. NON-WAIVER.

The failure by the CITY or OLHSA to insist upon the strict performance of any covenant, agreement, term or condition of this contract or to exercise any right, term or remedy consequent upon a breach shall not constitute a waiver of any subsequent breach.

SIGNATURES

Signed in the presence of:

CITY OF WARREN:

_____ By: _____
Lori M. Stone, Mayor

_____ Date: _____

_____ By: _____
Sonja Buffa, City Clerk

_____ Date: _____

OAKLAND LIVINGSTON HUMAN SERVICE AGENCY:

_____ By: _____

Its: _____

_____ Date: _____

EXHIBIT A

CERTIFICATE VERIFYING KEY PERSONS OF OLHSA

OLHSA acknowledges that the following personnel are Key Persons of OLHSA.

Name: _____

Title with OLHSA: _____

Name: _____

Title with OLHSA: _____

Name: _____

Title with OLHSA: _____

Name: _____

Title with OLHSA: _____

_____ _____
Name of Signatory Title of Signatory

_____ _____
(Signature) Date

APPROVED:
CITY OF WARREN

_____ _____
Director of Community Development Date

EXHIBIT B

WARREN EMA
TENANT BASED RENTAL ASSISTANCE

POLICIES AND PROCEDURES

WARREN EMA
TENANT BASED RENTAL ASSISTANCE

POLICIES AND PROCEDURES

PURPOSE

The Warren Eligible Metropolitan Area (Warren EMA) Tenant Based Rental Assistance (TBRA) Program is a federally funded program, administered by the City of Warren, which provides money to help eligible individuals and families in the Warren EMA pay their rent. The objective of the Program is to provide eligible families with decent, safe, and sanitary housing. The rent assistance payments are made directly to private owners of affordable housing located throughout the Warren EMA. The Warren EMA consists of Lapeer, Livingston, Macomb, Oakland and St. Clair Counties.

ADMINISTRATION (ADOPTION AND AMENDMENT OF POLICIES AND PROCEDURES)

The City's Community Development Department staff is responsible for administering the TBRA Program. The Mayor and City Council have designated the Community Development Technical Committee to provide oversight and technical advice regarding administration of the TBRA Program. Representatives from various City Departments with backgrounds in planning, finance, engineering, building, contracting or allied fields, are assigned by the Mayor to serve on the Committee. City Council appoints an ex-officio member to the Committee. City Council has authorized the Committee to adopt policies and procedures to govern the administration of the TBRA Program in compliance with Federal rules and regulations and ensure the uniform treatment of all applicants, participants, and owners. Policies and procedures will be adopted and may be amended from time to time by a majority vote of the Committee members present at the meeting where action is taken.

If any policies or procedures adopted by the Committee conflict with the Federal rules and regulations governing the TBRA Program, the Federal rules and regulations will supersede locally adopted policies or procedures.

The City at its discretion will determine which services it will perform itself and which services will be performed by a Housing Agent acting on the City's behalf.

DEFINITIONS

Acquired Immunodeficiency Syndrome (AIDS) or Related Diseases – The disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

Adjusted Income – The applicant's or participant's income that is determined and calculated pursuant to HUD guidelines (24 CFR Part 5). Adjusted income is used to determine the applicant's or participant's eligibility for the TBRA Program and the amount of the RAP made on the participant's behalf by the City to an owner.

Annual Recertification – The annual process of confirming whether a participant will continue to be eligible for the TBRA Program.

Applicant (applicant's household) – An individual or household that has applied to the TBRA Program but is not yet being assisted.

Child Care Expenses – Amounts anticipated to be paid by a household for the care of children under the age of thirteen, and/or handicapped/disabled household members, but only where such care is necessary to enable a household member to be gainfully employed or to further his/her education. The amount deducted shall reflect reasonable charges for childcare and shall not exceed the amount of income received from such employment. The deduction for childcare, when determining adjusted income, does not apply when the household is reimbursed.

City – The City of Warren as recipient of HOPWA funds for the Warren EMA.

Co-Head – A co-head is the boyfriend, girlfriend, or significant other of the head of the household. This person has equal responsibility for the lease. A household may have a spouse or co-head, but not both.

Contract Rent – The total rent paid to the owner, including the tenant rent and the TBRA payment from the City.

Denied Applicant – An applicant who has applied for admission to the TBRA Program and been denied assistance.

Dependent – A member of a household, other than a foster child, who is under 18 years of age, or is disabled or a full time student who is supported financially by the head of household or spouse/co-head and whose permanent place of residence is with the head of household.

Detroit EMA – Detroit Eligible Metropolitan Area consisting of Wayne and Monroe Counties.

Disabled Household - A household whose head or spouse/co-head is a disabled person.

Disabled Participant or Disabled Person - An individual who meets any one of the following criteria:

1. a person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423)
2. a person who has a physical, mental, or emotional impairment that:
    a. is expected to be of long-continued and indefinite duration;
    b. substantially impedes his or her ability to live independently; and
    c. is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
3. a person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

Elderly Household - A household whose head or spouse/co-head is elderly.

Elderly Person - A person who is at least 62 years of age.

Eligible Person – A person with acquired immunodeficiency syndrome or related diseases.

Eligible Household – A household that includes one or more eligible persons.

Fair Market Rent (FMR) – The monthly rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Periodical published in the Federal Register in accordance with 24 CFR part 888.

Family – The terms family and household are considered to be synonymous and can be used interchangeably. Family includes but is not limited to:

- Unrelated persons living with an eligible person who are determined to be important to their care or well being.
- A single eligible person.
- An eligible person and related persons (parents, grandparents, children, grandchildren, brothers, sisters).
- One or more eligible persons living with one or more live-in aides.
- Any other group that includes an eligible person that the City determines is a family.

Gross Rent – The Contract Rent plus any allowances for utilities and/or other services.

HOPWA – Housing Opportunities for Persons with AIDS.

Household - The terms household and family are considered to be synonymous and can be used interchangeably. Household includes but is not limited to:

- Unrelated persons living with an eligible person who are determined to be important to their care or well being.
- A single eligible person.
- An eligible person and related persons (parents, grandparents, children, grandchildren, brothers, sisters).
- One or more eligible persons living with one or more live-in aides.
- Any other group that includes an eligible person that the City determines is a household.

Housing Agent – an independent contractor hired by the City to act on its behalf and perform services necessary to administer the TBRA Program.

Housing Quality Standards (HQS) – The physical standards that a unit must satisfy to house those participating in the TBRA Program.

HQS Deficiencies – Failed items identified during an HQS inspection of a unit.

HQS Inspection – An inspection to determine whether a housing unit satisfies HQS.

HUD – The U.S. Department of Housing and Urban Development.

Landlord Lease – A written agreement between an owner and a tenant for the leasing of a unit to the tenant.

Live-In Aide – A person who resides with an elderly or disabled person and:

- Is essential to the care and well-being of the elderly or disabled person (as evidenced by a written prescription from a licensed medical doctor).
- Is not obligated to support the elderly or disabled person.
- Would not be living in the unit except to provide necessary supportive services.

A relative may qualify as a live-in aide if all three of the above conditions are met. The elderly or disabled person needing the live-in aide does not have to be the head, spouse/co-head, or sole household member. The income of a live-in aide is not counted in determining the household's income. The live-in aide does not qualify for continued occupancy for remaining household members if the eligible person dies.

Low Income Household – Households whose income does not exceed 50% of the median area income as determined by HUD for the Warren EMA.

Moderate Income Household – Households whose income does not exceed 80% of the median area income as determined by HUD for the Warren EMA.

Owner – An owner of a unit that is leased to a tenant in the TBRA Program.

Owner's Lease – A lease provided by the owner.

Participant (Participant Household) – A household that has been admitted to the TBRA Program for whom TBRA payments are currently being made.

Payment Standard (Rent Standard) – The maximum monthly assistance payment for a household assisted under the TBRA Program before deducting the total tenant payment for the household. The payment standard shall be no more than the FMR.

PLWH/A – Persons Living With HIV/AIDS

RAP – Rent Assistance Payment

RAP Contract – The contract between the owner and the City under which rent assistance payments are made to the owner.

Reasonable Rent – Rent that does not exceed the rent charged for (1) comparable units in the private unassisted market; and (2) comparable unassisted units on the premises.

Recertification – The process of confirming whether a participant will continue to be eligible for the TBRA Program.

Rent Assistance Payment – The amount paid monthly by the City to a City approved owner on behalf of the participant.

Rent Standard (Payment Standard) - The maximum monthly assistance payment for a household assisted under the TBRA Program before deducting the total tenant payment for the household. The payment standard shall be no more than the FMR.

Resident Rent Payment (Total Tenant Payment) – Each participant must pay as rent, including utilities, the higher of:

1. 30 percent of the household's monthly adjusted income.
2. 10 percent of the household's monthly gross income.
3. The portion of welfare assistance payments, received from a public agency, designated for housing costs.

TBRA Program – Tenant Based Rental Assistance Program

Tenant – A participant in the TBRA Program who leases a unit from an owner.

Tenant Rent – The portion of monthly rent the tenant pays to the owner. This is calculated as the contract rent minus the TBRA payment. At a minimum, the tenant rent is the equal to the TTP minus any applicable utility allowances.

Total Tenant Payment (TTP) – Each participant must pay as rent, including utilities, the higher of:

1. 30 percent of the household's monthly adjusted income.
2. 10 percent of the household's monthly gross income.
3. The portion of welfare assistance payments, received from a public agency, designated for housing costs.

Unit – The apartment or house that has passed an HQS Inspection and is rented by the owner to the tenant.

Utility Allowance – An allowance for the cost of utilities, except telephone, the participant must pay and for appliances (stove/range and refrigerator only) the participant must provide. The Michigan State Housing Development Authority (MSHDA) Utility Schedule for the county where the unit is located will be used to calculate the utility allowance. The utility allowance will vary based upon the type of housing unit, type of fuel, and number of bedrooms.

Very Low Income Household – Households whose income does not exceed 30% of the median area income as determined by HUD for the Warren EMA.

Voucher – A document issued by the City to a household selected for admission to the TBRA Program. The voucher describes the TBRA Program and the procedures for City approval of a rental unit selected by the household. The voucher also describes the obligations of the household under the TBRA Program.

Voucher Size – The number of bedrooms the City determines is appropriate for the household based on the household composition. The Fair Market Rent for this size unit is used to calculate the rent payment assistance amount.

Warren EMA – Warren Eligible Metropolitan Area consisting of Lapeer, Livingston, Macomb, Oakland, and St. Clair Counties.

APPLICANT WAITING LIST

The OLHSA will maintain a waiting list of persons who are interested in receiving rent assistance payments under the Warren EMA TBRA Program (applicants). At least once every two years, OLHSA in concurrence with the City will open the waiting list.

OUTREACH TO ELIGIBLE FAMILIES – OPEN WAITING LIST

The OLHSA will provide notice to eligible households in the Warren EMA that the they will be accepting applications for the TBRA Program (opening the waiting list). Notice will be made in a newspaper with general circulation in the Warren EMA. Notice and copies of the application form will be sent directly to shelter providers, case management programs for PLWH/A, providers of other services for PLWH/A, and interested parties who have asked to receive direct notification.

For at least six hours on a single day (at least 7 days after notice is published that the waiting list is being opened) at a location designated by the OLHSA, applications will be available for pick-up. **Applications can also be submitted in person during this period only.** Applications not submitted in person must be mailed and postmarked on or before the date the waiting list is closed. The waiting list will be open for a minimum of 14 total calendar days and at least 7 calendar days after the time when applications can be picked up and submitted in person. Incomplete applications will not be processed and applications received after the deadline will not be processed. Only one application per PLWH/A will be processed.

PRIORITIZING APPLICATIONS/PREFERENCES

The signature of the PLWH/A (or their parent or guardian if they are under 18 years of age) on the application shall serve as initial verification of HIV/AIDS diagnosis, income and other household characteristics except residency for the purpose of assigning applicants to a preference group. Applicants who wish to receive a residency preference must submit one of the following as proof of residency with their application:

- Driver's license/state ID
- Social Security printout or other official document from governmental or social service organization/agency that includes the name and home address of the PLWH/A
- Voter's registration card

Applications will be assigned to a preference group using the following criteria:

- Group A (highest preference) – very low income households (at or below 30% adjusted median area income) residing in the Warren EMA.
- Group B – low income households (between 31% and 50% median area income) residing in the Warren EMA.
- Group C (lowest preference) – other eligible households.

Within each group, applications will be assigned a random (priority) number draw by lot to determine the order that they will be placed on the waiting list for that group.

WAITING LIST NOTIFICATION

Within 30 days after the Warren-EMA waiting list is closed, all applicants will be informed of the preference group they've been placed in and their priority number. If the information provided on the application indicates that the applicant's household would not be eligible to participate in the TBRA Program, they will not be assigned a place on the waiting list and will be informed of the decision not to accept their application. Any applicant who believes they have been assigned to the wrong preference group or denied a place on the waiting list may request an informal review. Such requests must be submitted in writing within 10 business days of notification.

WAITING LIST MAINTENANCE

Applicants on the waiting list are responsible for updating OLHSA when changes in residency or income status occur. **Failure to provide timely updates may result in cancellation of an application.** Updates must be mailed to:

Oakland Livingston Human Service Agency (OLHSA)
196 Cesar E. Chavez Avenue
P.O. Box 430598
Pontiac, MI 48343-0598

An applicant who informs the City that their residency or household income status (very low, low, or moderate) has changed will be reclassified and assigned the next available priority number in the appropriate preference group.

The City will closely monitor the amount of unencumbered funds allocated to the TBRA Program. Should a shortfall in funding arise, the City of Warren will alert the project sponsor to suspend the processing of additional applicants.

ELIGIBILITY REQUIREMENTS

To be eligible, the applicant must meet the following requirements:

1. At least one member of the household must have acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).
2. The total household income must be less than 80 percent of the median area income in the Warren EMA.
3. All members of the household must be U.S. citizens or noncitizens who have eligible immigration status.
4. The household must have at least one member 18 years of age or older. Minors cannot execute a lease legally in the State of Michigan and, therefore, cannot participate in the TBRA Program.

Families owing money to the City or another agency from whom they received federal rent payment assistance, including MSHDA, for special claims paid on their behalf to a former landlord for damages, unpaid rent or vacancy loss, may be denied future assistance when applying or reapplying to the TBRA Program

PROCESSING APPLICATIONS, DETERMINATION OF ELIGIBILITY

Verification of eligibility will be obtained at the time an application is pulled from the waiting list, prior to issuing a voucher.

When an application is pulled from the waiting list the household will be notified by mail. The notice will be sent to the most recent address on file with the OLHSA. The household will be asked to complete a number of forms (described below) and return them to the OLHSA within fourteen (14) calendar days. If the household does not return the required forms by the end of the fourteenth day, they will be removed from the waiting list.

Verification of eligibility (including AIDS/HIV status, income and household size) must be completed within 45 calendar days. If the household's eligibility has not been verified by the end of the 45th day, the household will be removed from the waiting list.

The project sponsor carrying out HOPWA housing activities must provide the VAWA (Violence Against Women Act) Notice of Occupancy Rights at the following times:

- At the time a person is denied rental assistance or admission to a HOPWA-assisted unit;
- At the time a person is admitted to a HOPWA-assisted unit or is provided rental assistance;
- With any notification of eviction from the HOPWA-assisted unit or notification of termination of rental assistance.

For additional information on VAWA protections for HOPWA-assisted tenants please refer to the Warren EMA (VAWA) Policies and Procedures.

Applicant/Tenant Authorization, Certification and Consent: At the time of application processing and at the time of each annual recertification, all household members 18 years of age or older shall execute both a HUD Authorization for Release of Information and a City of Warren Authorization, Certification and Consent form. These authorizations to obtain information shall remain in effect for eighteen months from the date signed.

Health Status: The diagnosis of AIDS or HIV infection must be verified in writing by a licensed medical practitioner.

Adjusted Annual Income: All adult household members will be required to list all assets and sources of income on an *Income, Assets, and Expenses Checklist.* This information will be used to calculate the income the household anticipates receiving over the next 12 months. Federal regulations at 24 CFR 5.609 and 24 CFR

5.611(a) will be followed to determine what sources of income will be counted and what adjustments and expense deductions will be included when calculating household income. These regulations are summarized below.

Income includes, but is not limited to:

- Earned Income (gross i.e. prior to payroll deductions) for all household members age 18 or older including wages, salary, over time, commissions, fees, tips, and bonuses.
- Net income from the operation of a business or profession (deductions are not allowed for business expansion or amortization of capital). An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be counted as income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household.
- Income from assets including interest, dividends, or other net income of any kind from real or personal property. When household assets are less than or equal to $5,000, actual income from the assets will be included as income. When household assets are more than $5,000, the greater of the following will be counted as income:
    1. the actual income from the assets, or
    2. a percentage value of such assets based on the current passbook savings rate, as determined by HUD.

  Expenditures for amortization of capital indebtedness shall not be used as deductions in determining income. An allowance for depreciation is permitted only as authorized above. Any withdrawal of cash or assets from an investment will be included as income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family.
- The full amount of periodic payments from Social Security, annuities, insurance policies, retirement funds, pensions, disability benefits, and death benefits including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except for deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts).
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Welfare assistance payments (more fully explained at 24 CFR 5.609(a)(6)).
- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- Regular or special armed forces pay.
- Lottery winnings in periodic payments.

Income does not include:

- Wages of children under the age of 18.
- Payments for child or adult foster care.
- Lump sum additions to household assets such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
- Reimbursement of the cost of medical expenses.
- Income of a live-in aide, as defined above.
- Student financial assistance paid directly to the student or to the educational institution.
- Special pay to a household member serving in the Armed Forces who is exposed to hostile fire.
- Amounts received under training programs funded by HUD (see 24 CFR 5.609(c)(8)).
- Temporary, nonrecurring or sporadic income including gifts.

- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse/co-head).
- Adoption assistance payments in excess of $480 per adopted child.
- Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- State property tax refunds or rebates.
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Income Adjustments are:

- $480 for each dependent.
- $400 for any elderly household or disabled household.
- The sum of the following, to the extent the sum exceeds three percent of annual income:
    - Unreimbursed medical expenses of any elderly household or disabled household.
    - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the household who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.
    - Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

Verification of Earned Income: All earned income shall be verified at the time of application processing and annual recertification. Earned income may be verified through direct contact with the employer or an agency/company designated by the employer. Earned income may also be through employer's W-2 forms, 1040 forms, and check stubs cross referenced to ensure accuracy.

Verification of Unearned Income: Unearned income shall be verified at the time of application processing and annual recertification by viewing checks, certificates of award, or other means to assure accuracy.

Verification of Assets: Bank statements and other copies of records in the household's possession which substantiate his/her account balances and other financial resources will be used. If such statements are unavailable, third party verification forms will be sent to the organizations holding the resources.

Income Changes: All income changes (increases and decreases) shall be reported to the City immediately. In the case of zero income families (see below), and families whose income increases due to a return to work following a layoff, medical leave, or other period of unemployment, the Rent Assistance Payment and Tenant Rent Payment will be adjusted and take effect on the first day of the month at least 30 days after the City's notice of adjustment. If any other increase in household income is reported, e.g. through a change in employment, conversion from part-time to full-time job status, or an increase in hourly wages, etc., a notation will be made in the participant's record but there will be no adjustment in the Rent Assistance Payment or Tenant Rent Payment until the next annual recertification, except as noted above.

Zero Income/Expenses Exceed Income: If a participating household declares no income or expenses that exceed known income, a verification process must be completed. This process may include contacting the DHS, Social Security, MESC, other government agencies and organizations, nonprofit public service providers, or other

sources deemed necessary by the City to confirm the household has zero income. This may include requesting copies of tax returns from the Michigan State Department of Treasury (including verification that tax returns were not filed).

Zero Income households must submit monthly reports detailing how food, utilities, etc. are being paid. All utility bills, including telephone, must be submitted with a written explanation of how payment was made and source of payment. These reporting requirements will not apply to those households who have zero income for less than ninety (90) days and are in transition from one income source to another. Failure to submit the required information may result in termination of Rent Assistance Payments.

Zero income households must notify the City of any and all increases in income and an interim change in the Rent Assistance Payment will be processed immediately.

For participating households declaring zero income beyond a six (6) month period, the City may conduct more extensive investigations to determine if fraud is being committed. Said investigation procedures may include credit reports; computer searches and cross matching; police department and other government agency involvement; and surveillance or information gathered by a private investigator.

In such cases where zero income households are subsisting on temporary sporadic or gift income for periods longer than ninety (90) days, said income shall be estimated, averaged and projected on an annualized basis and used to determine the total household income until such time that another permanent, verifiable, full time income source is established for the participating household.

Household Composition: This information is used to determine voucher size and make income adjustments. In addition to completing a household composition form, at the time of application processing, the applicant will be required to provide copies of birth certificates and social security cards for all household members. The head of household or spouse/co-head must have legal guardianship of any dependents who are not their natural born children.

DISCREPANCY BETWEEN HOUSEHOLD INCOME OR RESIDENCY AS INDICATED ON APPLICATION AND DOCUMENTED HOUSEHOLD INCOME OR RESIDENCY

If an applicant's residency is documented to be anything other than what they claimed on their application (as updated with information voluntarily submitted by the applicant), their name will be returned to the bottom of the appropriate preference group waiting list.

If an applicant's verified household income status (very low, low, or moderate) is not what they claimed on their application (as updated with information voluntarily submitted by the applicant), their name will be returned to the bottom of the appropriate preference group waiting list.

APPLICANT FOUND INELIGIBLE

If a household is found to be ineligible to participate in the TBRA Program, the household will be notified in writing of the reasons for the determination of ineligibility. The household may, in writing within 10 business days of the notice, request an informal review to appeal the determination.

APPLICANT FOUND ELIGIBLE

If a household is found to be eligible to participate in the TBRA Program, a voucher for rent payment assistance will be issued.

VOUCHERS

A Voucher is a document that certifies that the household has been found eligible to participate in the TBRA Program. It lets prospective landlords know that the household will be receiving rent payment assistance from the City. The Voucher Size is the number of bedrooms the City determines is appropriate for the household based on household composition. The Voucher expires after 60 days. During that period, the household must find an eligible unit to rent, an approved lease must be executed by the household and the landlord, and a Rent Assistance Payment (RAP) Contract must be executed by the City and the landlord. The information used to verify the household's adjusted monthly income must have been verified no more than 60 days before the voucher is issued.

VOUCHER SIZE

The City will use the following criteria to determine voucher size:

Household Size

All children expected to reside in the unit as members of the household are counted. Examples include but are not limited to:

1. Children who are in the process of being adopted. The anticipated adoption must be confirmed by the adoption agency.
2. Foster children residing in the unit, along with families who are certified for foster care and are awaiting placement of a child(ren). Foster care participation can be verified in writing or by phone with the child placement agency. (If children are not currently present, it must be anticipated that they will occupy the unit within a reasonable period of time (3 months) to be considered in determining the voucher bedroom size).
3. Children in joint/shared custody arrangements should occupy the unit at least 50% of the time to be considered in determining the voucher bedroom size. The custody arrangement must be verified with Friend of the Court or via the divorce decree/legal documents.
4. Children whose custody is in the process of being obtained by an adult household member. Evidence that there is a reasonable likelihood that custody of the child will be awarded to the adult (i.e. within three months) must be provided to actually receive a larger voucher. If evidence is not provided, a smaller sized voucher must be issued.
5. Children who are temporarily absent from the home due to placement in foster care can be considered in determining the voucher bedroom size if, at the time the household's application is pulled from the waiting list, evidence of the reasonable likelihood of return to the household (i.e. within three months) is provided.
6. Children who are away at school but live with the family during school recesses and meet the definition of an IRS dependent can be considered in determining voucher bedroom size.

Occupancy Standards

1. No more than two persons are required to occupy a bedroom.
2. Persons of different generations (i.e. grandparents, parents, children), persons of the opposite sex (other than spouses/co-heads), and unrelated adults are not required to share a bedroom.
3. Two children of the same sex (regardless of age) must share the same bedroom for issuance size purposes.
4. Couples (head of household and spouse/co-head) must share the same bedroom for issuance size purposes.
5. A live-in aide who is not a member of the household is not required to share a bedroom with another member of the household. The need for a live-in aide must be documented by a prescription from a licensed medical doctor.

6. Individual medical problems (e.g. chronic illness) sometimes require separate bedrooms for household members who would otherwise be required to share a bedroom. The need for separate bedrooms must be documented by a prescription from a licensed medical doctor.
7. In most instances, a bedroom is not provided for a household member who will be absent most of the time, such as a member of the military.
8. In addition to the number of bedrooms, the size of the unit and the size of the bedrooms will be considered when evaluating the individual circumstances of a household.

Preferred Unit Bedroom Size	
Bedroom Size	**Household Composition**
1 Bedroom	1 adult or couple with no children
2 Bedrooms	Adult/couple who: • Require separate bedrooms, • Has live-in aide Adult/couple plus 1 child Adult/couple plus 2 children of the same sex Woman living alone who: • Claims pregnancy with no other children
3 Bedrooms	Adult/couple: • Plus 2 children of opposite sex • Plus 3 children • Plus 4 children (2 boys and 2 girls) • Has a live-in aide plus 1 child • Has a live-in aide plus 2 children of the same sex
4 Bedrooms	Adult/couple: • Plus 4 or 5 children (3 of same sex) • Has a live-in aide plus 2 children of opposite sex • Has a live-in aide plus 3 children

A household may request a size waiver in writing within 14 calendar days of the issue date of a voucher. The request must include an explanation of the need and justification for the waiver. The City will consider issuing size waivers based on the following:

- Chronic Illness – An individual with an ongoing health problem who requires at least part-time assistance on a regular basis.
- Pending Child Custody cases – Including but not limited to, children in foster care who may be returning home, foster children, pending adoptions, etc.
- Parental Custody Situations – children physically occupy the unit at least 50 percent of the time as documented by a divorce decree and/or verification from the Friend of the Court.
- Other individual circumstances.

Requests will be considered by the City of Warren Community Development Director, who will be responsible for issuing written determinations.

Extra bedrooms will not be allowed for the purpose of storing medical equipment.

Undersized Units

If a family elects to occupy a unit that is smaller than the voucher size, the following provisions apply:

- The payment standard reflects the actual unit size
- The utility schedule used must be for the actual bedroom size of unit
- The unit must meet the 40% Affordability Test for new applicants and new units (moves)
- All other eligibility and housing quality standards must be satisfied

Oversized Units

If a family elects to occupy a unit that is larger than the voucher size, the following provisions apply:

- The payment standard reflects the voucher size
- The utility schedule used must be for the actual bedroom size of unit
- The unit must meet the 40% Affordability Test for new applicants and new units (moves)
- All other eligibility and housing quality standards must be satisfied

VOUCHER BRIEFING

If a household is determined to be eligible to participate in the TBRA Program, a Voucher is issued at a briefing where the household will receive detailed information regarding:

- Program policies and procedures
- Fair Market Rent
- Utility allowances
- How the rent assistance payment is calculated
- Finding a suitable place to live according to Federal Housing Quality Standards (HQS)
- Procedures for HQS inspections
- Fair housing

At the briefing, the household will receive a packet containing the following written materials:

- Warren EMA Tenant Based Rental Assistance Voucher (Warren EMA 52646)
- Reasonable Rent Test (Warren EMA 37)
- Housing Discrimination Complaint (HUD 903)
- Informal Review Flow Chart (Warren EMA 43)
- Informal Hearing Flow Chart (Warren EMA 44)
- Prohibited Lease Provisions (Warren EMA 45)
- Tenant Guidelines (Warren EMA 8)
- Rent Unit Information Form (Warren EMA 51b)
- Landlord Guidelines (Warren EMA 9)
- A Good Place to Live (HUD 593)
- Protecting Your Family from Lead in Your Home (EPA 747 K 99 001)
- Participating Landlord Listing
- Utility Schedule (MSHDA 1793)
- Fair Housing (HUD 1686 FHEO)

POLICY ON PROVIDING INFORMATION TO OWNERS

The City does not prescreen tenants for suitability or behavior; this is the sole responsibility of the owner. The City will only provide the following information to current and prospective owners:

- Tenant rent payment and City rent assistance payment amounts.

ELIGIBLE UNITS

Monetary assistance will only be provided to rent units that meet the following criteria:

- The unit must be inspected and pass Federal Housing Quality Standards (HQS).

- The rent must be reasonable, determined as follows:

    1. The contract rent may not be more than is charged for comparable units in the private unassisted market.
    2. The contract rent may not be more than is charged for comparable unassisted units in the premises (building or complex in which the dwelling unit is located).
    3. The contract rent must be comparable to the previous rent for the unit.

- The unit is not owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the participant household.

- The owner has not violated any obligation under any RAP Contract or any other Federal housing assistance program.

- The owner has not committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

- The household's share of rent plus utilities will not exceed 40 percent of the household's monthly adjusted income.

- The owner of the unit must provide written verification to the City that they have legal title to the unit.

REQUEST UNIT APPROVAL

Applicants issued a Voucher are responsible for finding an available unit within the Warren EMA suitable for their household's needs. When the applicant finds a unit they want to rent, the applicant and landlord must complete and sign the rent unit information form and submit it to the City. This must be done before the specified expiration date on the Voucher, unless an extension has been granted.

VOUCHER EXTENSIONS

If an extension request is received before the expiration of the voucher, two 30 day extensions may be granted. The initial term plus any extensions cannot exceed 120 days. The City will grant extensions upon written request received prior to the voucher expiration date in the following situations:

- Provided verbal or written progress reports during the initial 60-day voucher period, or
- Provided a written extension request including verification of extenuating circumstances (such as death or illness) which prevented the household from finding a unit within the initial issuance period, or
- Has other special requirements (e.g. a household member with disabilities needs an accessible unit or the household has many family members) which has made finding a unit difficult, or
- Submitted a request for tenancy approval for a unit that is not yet available, but will be available prior to an approved extension expiration date, or

- Found a unit which has been inspected and requires repairs to be completed and the landlord has repairs in process, however, the required repairs will not be completed by the original voucher expiration date, or
- Has unusual individual circumstances (i.e. good cause) as discussed with and approved in writing by the City of Warren Community Development Director.

Extension requests will not be granted if the request is not received before the voucher expiration date.

The City will respond to all extension requests in writing notifying the household if the extension is being granted and providing the new voucher expiration date or notifying the household that the extension is being denied and providing an explanation for the denial.

VOUCHER SUSPENSION

Suspension means that the issuance period "stops" for a specified time (30 days maximum) and later restarts until the household exhausts the 60/90/120 day time period. The City will grant suspensions when a written request is received prior to the voucher expiration date (including approved extensions) in the following situations:

- The applicant provided verification of extenuating circumstances (such as death or illness) which prevents the family from finding a unit within the present issuance period, or
- The applicant submits a written request identifying a unit that is not yet available, but will be available soon, or
- The unit was inspected and requires repairs and the landlord has the repairs in process and will not complete the required repairs by the voucher expiration date, or
- The applicant submits a request for tenancy approval late in the extended issuance period, or
- The applicant has unusual individual circumstances (i.e. good cause) as discussed with and approved in writing by the City of Warren Community Development Director.

The City will notify the applicant in writing of any suspension approvals, including the terms.

EXPIRED VOUCHERS

OLHSA will notify all applicants in writing when vouchers expire. An applicant whose voucher expires must reapply to an open waiting list to be eligible for assistance.

HQS INSPECTION

After the Rent Unit Information form is submitted, the City will arrange an inspection of the unit. The owner and household will be informed in writing within 10 business days of the inspection of any HQS deficiencies. The owner must correct any HQS deficiencies within 30 calendars of the notice date. If necessary, a second inspection of the unit will be conducted after the owner notifies the City that all deficiencies have been corrected. If the unit fails the second inspection or if all deficiencies are not corrected within the required time period, the owner and family will be informed in writing that the unit is not eligible, and the family must find another unit to rent. All HQS deficiencies must be corrected prior to the execution of a RAP Contract.

PROHIBITED LEASE PROVISIONS

The following lease provisions are not allowed:

- Confession of Judgment

Prior consent by the tenant to any lawsuit the landlord may bring against the tenant in connection with the Lease and to a judgment in favor of the landlord.

- Distraint for Rent or Other Charges
  Authorization to the landlord to take property of the tenant and hold it as a pledge until the tenant performs any obligation which the landlord has determined the tenant has failed to perform.
- Exculpatory Clause
  Agreement by tenant not to hold the landlord or landlord's agent liable for any acts or omissions whether intentional or negligent on the part of the landlord or landlord's authorized representative or agents.
- Waiver of Legal Notices by Tenant Prior to Actions for Eviction of Money Judgments
  Agreement by tenant that the landlord may institute suit without any notice to the tenant that the suit has been filed.
- Waiver of Legal Proceedings
  Authorization to the landlord to evict the tenant or hold or sell the tenant's possessions whenever the landlord determines that a breach or default has occurred, without notice to the tenant or any determination by a court of the rights and liabilities of the parties.
- Waiver of Jury Trial
  Authorization to the landlord's lawyer to appear in court for the tenant and to waive the tenant's right to trial by jury.
- Waiver of the Right to Appeal Judicial Error in Legal Proceedings
  Authorization to the landlord's lawyer to waive the tenant's right to appeal on the grounds of judicial error in any suit or the tenant's right to file a suit in equity to prevent the execution of a judgment.
- Tenant Chargeable with Cost of Legal Actions Regardless of Outcome
  Agreement by the tenant to pay attorney's fees or other legal costs whenever the landlord decides to take action against the tenant. (Omission of the clause does not mean that the tenant as a party to a lawsuit may not be obligated to pay attorney's fees or other costs if he loses the suit.)

LANDLORD LEASE

There must be a written agreement between the owner and the tenant for the leasing of the unit. The lease may not contain any of the Warren EMA prohibited lease provisions. The lease must also specify the appliances to be provided by the tenant and/or the owner. The Warren EMA Tenancy Addendum provided by CITY must be attached as part of the lease. The lease must be in a standard form that is used by the owner for other unassisted tenants. The City will review the owner's lease for compliance with these requirements prior to issuing any rent assistance payments.
The project sponsor must also ensure that the housing or facility manager, as applicable, adds a VAWA (Violence Against Women Act) lease term/addendum to the leases for all HOPWA-assisted units, and is aware of the option to bifurcate a lease to evict, remove, terminate occupancy rights, or terminate assistance to a household member for engaging in criminal activity directly relating to one of the four crimes covered VAWA.

CALCULATION OF RENT ASSISTANCE PAYMENT

The rent assistance payment will be the difference between:

A. The lesser of the Rent Standard or actual contract rent and
B. The Total Tenant Payment.

Subject to the restriction that the rent assistance payment shall not exceed the contract rent.

The Rent Standard is the Fair Market Rent for the voucher size less any utility allowance for the actual unit.

The Total Tenant Payment (TTP) is the minimum amount the family must pay monthly toward rent and utilities. It is the greater of:

1. 30 percent of the family's monthly adjusted income less any utility allowance.

2. 10 percent of the family's monthly gross income less any utility allowance.
3. The portion of welfare assistance payments received from a public agency designated for housing costs, less any Utility Allowance.

The household will be notified of the TTP at the time their voucher is issued. If a household believes the TTP is inaccurate, they may submit a written request for an informal hearing within 10 business days of notice of the TTP.

The actual tenant rent is the difference between the contract rent and the Rent Assistance Payment. The actual tenant rent may not exceed 40 percent of the family's monthly adjusted income less any utility allowance.

EXECUTION OF RAP CONTRACT

A Rent Assistance Payment Contract is executed by the owner and the City. This is the contract under which payments are made to the owner to assistant an eligible household rent an eligible unit.

All persons who will reside in the unit must be listed in the RAP Contract. The income of all persons listed in the RAP Contract shall be included when determining household eligibility. Only persons listed in the RAP Contract will be considered part of the household for the purpose of determining voucher size.

SECURITY DEPOSITS

The household is responsible for paying the security deposit to the owner. The security deposit cannot exceed one and one-half month's rent. For an in-place tenant, an original deposit in excess of the above amount may be retained. Owners must comply with State and local laws regarding the management of security deposits.

PAYMENTS TO OWNERS

The City will pay the owners by check mailed to the owner. Checks will generally be mailed on the first, but no later than the fifth, of each month. Payments will be automatic and the owner will not be obligated to bill the City for payments each month once the RAP Contract is executed.

ANNUAL RECERTIFICATION

Household Composition and Adjusted Income: Household composition and income will be recertified at least annually. The recertification process will be initiated between 120 and 90 days prior to the anniversary date of the RAP Contract. Updated information will be used to adjust the rent assistance payment and tenant rent payment amounts and voucher size. Voucher size will only be adjusted if the household moves to a new unit.

Failure to participate in the annual reexamination process or return documents requested by the City within 21 calendar days, is a violation of TBRA Program policies and grounds for immediate termination. The household will be notified of a decision to terminate in writing. The household may, in writing within 10 business days of the notice, request an informal hearing to appeal the determination.

Households owing the City money for claim payments made on their behalf may be subject to a quarterly interim recertification until such time that their arrearage is paid in full.
HQS Annual Re-inspection: Units will be re-inspected for compliance with HQS annually. The HQS inspection will be scheduled between 45 and 60 days of the anniversary date of the RAP Contract. The owner and family will receive written notification of the inspection results within 10 business days. This notice will note HQS deficiencies that each party is responsible for correcting and establish deadlines for completing the repairs.

Generally, 30 days will be given to complete the repair(s), unless the deficiency imposes an immediate danger to the health and safety of the family in which case the repair must be completed within 24 hours.

If all HQS deficiencies are not corrected by the anniversary date of the RAP Contract, the housing rent assistance payment will be abated. The household pays Tenant Rent only. A letter will be sent advising the owner and household that the rent assistance payments have been abated and will not be made retroactive to the RAP Contract anniversary date. The owner and household will be given a 30-day notice that the RAP Contract will be permanently terminated (null and void). The family will be issued a new Voucher dated the same date as the RAP Contract anniversary and the family will be advised to find a new unit. The tenant will be advised to give a 30-day notice of lease termination to the owner.

If HQS deficiencies are not completed 30 days after the RAP Contract anniversary date, the RAP Contract is terminated (becomes null and void). The family must pay full rent if remaining in the unit. The family will have 60 days (with the possibility of two 30 day extensions) to lease a new unit or the family will lose the TBRA.

Execution of a new RAP Contract: A new RAP Contract will be executed after it has been determined that the unit is in compliance with HQS. Tenant Rent and Rent Assistance Payment amounts are calculated based on undated information provided during the recertification process.

INTERIM REEXAMINATIONS AND ADJUSTMENT OF RENT ASSISTANCE PAYMENTS

All households must notify the City in writing immediately any time there is a change in household composition (e.g. birth, death, move, divorce, marriage, adoption, addition or loss of a household member) or income.

Upon receiving notice of a change in household size or decrease in income, the City will conduct an interim reexamination of household composition and income and adjust the rent assistance payment amount accordingly. The household will be notified in writing of the findings of the interim recertification. A notice of adjustment of rent assistance payment amount will be sent to the household and owner. Any adjustment in the rent assistance payment amount will take effect on the first day of the month 30 days following the City's notice of adjustment. Voucher size will not be adjusted until the household requests a move to a new unit in the Warren EMA.

Upon receiving a notice of increase in income for a zero income family or for families whose income increase is due to a return to work from unemployment or a medical leave, the City will conduct an interim recertification of household composition and income and adjust the rent assistance payment amount accordingly. The family will be notified in writing of the findings of the interim recertification. A notice of adjustment of rent assistance payment amount will be sent to the household and owner. Any adjustment in the rent assistance payment amount will take effect on the first day of the month 30 days following the City's notice of adjustment. Voucher size will not be adjusted until the next annual reexamination.

For any other increase in family income (such as a change of employer, conversion from part-time to full-time job status, or an increase in hourly wages), the City will make a notation in the file and will not adjust the housing assistance payment unit the next annual recertification.

When a new RAP Contract is signed, the adjustment will be effective as of the first day of the new contract.

OVER INCOME FAMILIES (ZERO RAP)

If at the time of annual or interim recertification the tenant rent equals or exceeds the contract rent for the assisted unit (a zero RAP), the household will be notified in writing of such ineligibility. The household may, in writing within 10 business days of the notice, request an informal hearing to appeal the determination.

The City will send a notice of adjustment of rent assistance payment amount to the household and the owner. Any adjustment in the rent assistance payment amount will take effect on the first day of the month 30 days following the City's notice of adjustment. The family will remain eligible for the Program for six months. During the six-month grace period, it is the participant's responsibility to contact the City if their income decreases. At the end of the six-month grace period, the RAP Contract will be terminated.

GUESTS OR INVITEES

A guest or invitee is an individual who has a permanent place of residence other than the address of the TBRA unit. Participants are required to notify their landlord and the City if a guest or invitee will be staying at the unit for more than fourteen (14) consecutive days. For the purpose of determining household size and income, a guest or invitee will no longer be considered a guest once one or more of the following conditions exist:

- Guest or invitee occupies the unit for 30 or more consecutive days and has no other permanent place of residence.
- Guest or invitee receives mail and/or has an automobile or other vehicle registered at the TBRA unit.
- Guest or invitee stores a majority of his/her personal property at the TBRA unit.
- Guest or invitee uses the TBRA unit address to register to vote or reports it as his/her residence to the Secretary of State, Social Services, an employer, or any other governmental or social services organization or agency.

If an individual residing with a household loses their guest or invitee status, the household income will be re-verified and the rent assistance payment and tenant rent will be adjusted and take effect on the first day of the month 30 days following the City's notice of adjustment. Voucher size will be adjusted when the household moves.

TERMINATION FROM TBRA PROGRAM

A household may be terminated from the TBRA Program for any of the following reasons:

- Failure to supply verification, certification, releases, information or documentation required by the City or determined by HUD as necessary to the administration of the Program, including verification, certification, releases, information or documentation needed for an annual or interim recertification of household income and composition.
- Failure to allow the City to inspect the unit at reasonable times after reasonable notice.
- Failure to notify the City before vacating the unit.
- Failure to notify the City when the eligible person is absent from the unit for more than 30 days.
- Failure to use the unit solely for residency by the household, and as the household's principal place of residence.
- Failure to pay rent and or utility bills when due (Repeat violators will be required to submit monthly receipts verifying rent and utilities are paid timely)
- Failure to provide and maintain any appliances that the owner is not required to provide under the lease.
- Any member of the household commits any serious or repeated violation of the lease including failure to pay rent when due.

Any member of the household commits fraud, bribery or any other corrupt or criminal act in connection with the Program.

- Any member of the household engages in any drug-related criminal or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- The household subleases or lets the unit or assigns the lease or transfers the unit.
- Any member of the household receives TBRA assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or local housing assistance program.
- The household damages the unit or premises (other than damage from ordinary wear and tear) or permits any guest to damage the unit or premises.
- The household receives TBRA while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any household member unless the CITY has determined (and has notified the owner and the household of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a household member who is a person with disabilities.
- Any household member engages in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

If the City decides to terminate rent assistance payments on behalf of the participant under a RAP Contract, and if the City is required to give the participant an informal hearing on the decision, the participant will be afforded the opportunity for such informal hearing before the termination of rent assistance payments.

LEASE TEMINATION AND EVICTION BY OWNER

1. During the term of the lease (the initial term of the lease and any extension term), the owner may only terminate the tenancy because of:
    a. Serious or repeated violation of the lease;
    b. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
    c. Criminal activity or alcohol abuse (as provided in paragraph 2); or
    d. Other good cause (as provided in paragraph 3).
2. Criminal activity or alcohol abuse.
    a. The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
        i. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
        ii. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
        iii. Any violent criminal activity on or near the premises; or
        iv. Any drug-related criminal activity on or near the premises.
    b. The owner may terminate the tenancy during the term of the lease if any member of the household is:
        i. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor.
        ii. Violating a condition of probation or parole under Federal or State law.
    c. The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal

activity, regardless of whether the household member has been arrested or convicted for such activity.

d. The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

3. Other good cause for termination of tenancy.
    a. During the initial lease term, other good cause for termination of tenancy must be something the household did or failed to do.
    b. During the initial lease term or during any extension term, other good cause includes:
        i. Disturbance of neighbors
        ii. Destruction of property
        iii. Living or housekeeping habits that cause damage to the unit or premises
    c. After the initial lease term, such good cause includes:
        i. The tenant's failure to accept the owner's offer of a new lease or revision
        ii. The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit
        iii. A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent)
4. The owner may only evict the tenant by a court action.

VOLUNTARY MOVES TO A NEW UNIT IN THE WARREN EMA

A tenant may request to move to another unit within the Warren EMA on the anniversary of the RAP Contract or during the term of the lease provided the owner and tenant execute a mutual lease termination agreement and the tenant vacates the unit on the last day of the calendar month. The tenant must notify the City that they would like to move at least 90 days prior to the anticipated move date.

A tenant may move no more than once during each 12 month period without good cause. Requests for additional moves must be submitted in writing to the City of Warren Community Development Director for approval. These requests must contain sufficient information regarding the reason for the move to allow the Director to make an informed decision.

Tenants choosing to vacate the premises on a day other than the last day of the month are responsible for paying the contract rent in a new unit until the new RAP Contract becomes effective, which may be the first day of the next calendar month.

The owner of the unit the tenant is vacating shall be entitled to the entire housing assistance payment if the tenant occupies the unit for any portion of the month. If the tenant and owner executed a mutual lease termination agreement specifying a date other than the last of the month, the tenant rent shall be prorated accordingly.

Upon receipt of a request to move, the City will recertify household composition and income and will gather information that is needed to determine voucher size and tenant rent and rent assistance payment amounts. After the recertification of household composition and income is completed, a new voucher will be issued and the tenant will be responsible for finding an available eligible housing unit suitable for the household's needs in the Warren EMA.

A Rental Unit Information form for the new unit signed by both the tenant and owner must be given to the City. The City will then schedule an HQS inspection of the new unit. Within 10 business days of the inspection, the owner and tenant will be informed in writing of any HQS deficiencies. If necessary, a second inspection will be conducted after the owner notifies the City that all deficiencies have been corrected. If the unit fails the second inspection or if all deficiencies are not corrected within the required period, the owner and tenant will be informed

in writing that the unit is not eligible, and the tenant must find another unit to rent. All HQS deficiencies must be corrected prior to the execution of a RAP Contract.

The effective date of the new RAP Contract will be no earlier than the first day of the month after the date specified in the mutual lease termination agreement.

OTHER REASONS FOR TERMINATION OF A RAP CONTRACT

A Rap Contract will terminate when any of the following occurs:

- The lease is terminated by the owner or the tenant (voluntarily or through eviction)
- The City terminates Program assistance for the tenant family.
- The household moves out of the assisted unit.
- 180 calendar days after the last rent assistance payment to the owner.
- The City determines that available Program funding is not sufficient to support continued assistance for families in the Program.
- The City determines that the assisted unit does not provide adequate space in accordance with HQS because of an increase in family size or a change in family composition.
- The household breaks up and the City determines that the assistance should remain with the members of the household moving out of the unit.
- The first of the month 6 months after the eligible person(s) in the household die.
- The unit does not meet all requirements of HQS and the owner fails to correct HQS deficiencies within the time specified by the City after the City issues written notice of the deficiencies.
- The owner otherwise breaches the RAP Contract.

TENANT MOVES OUTSIDE WARREN EMA

Rent Assistance Payments are not portable outside the Warren EMA.

REQUESTS FOR RENT ADJUSTMENTS BY OWNERS

The landlord may request in writing an adjustment in the contract rent charged for the unit under the lease. Such requests will only be considered at the time of RAP Contract renewal and must be received at least 60 days before the RAP Contract anniversary date. Increases in the contract rent may be approved by the City if the new contract rent is reasonable. Rent reasonableness is determined as follows:

- The new contract rent may not be more than is charged for comparable units in the private unassisted market,
- The new contract rent may not be more than is charged for comparable unassisted units in the premises (building or complex in which the dwelling unit is located), and
- The new contract rent must be comparable to the previous rent for the unit.

ABSENCE FROM ASSISTED UNITS

For the purposes of this Program, absence means the eligible person(s) is not residing in the unit. The household must supply any information or certification necessary to document that the eligible person(s) is residing in the unit, or relating to that persons absence from the unit. The City may verify that the eligible person(s) is residing in the unit using letters to the household at the unit, phone calls, visits or questions to owners or neighbors. The household must promptly notify the City in writing when the eligible person(s) has been absent from the unit for 30 days indicating the reason for the absence (i.e. vacation, hospitalization, imprisonment, etc.).

The City will continue rent assistance payments during the eligible person(s) absence from the unit for up to 90 days as long as the household maintains communication with the City and reasonably explains the reason for the absence. Upon receipt of a written request from the family, the City of Warren Community Development Director may approve the continuation of rent assistance payments for an additional 90 days if the family can document that there is a reasonable expectation that the eligible person will return to the unit before the end of the second 90 days (maximum absence 6 months).

If the eligible person(s) has not returned to the unit after 180 days (6 months), the owner will be sent a 30 day notice of termination of the RAP contract. The family must pay full rent to remain in the unit after the RAP contract is terminated.

The household will remain eligible for the Program for six additional months (one year from the first day of absence from the unit). During the 6-month grace period, it is the household's responsibility to contact OLHSA when the eligible person returns to the unit. At that time, the household's eligibility will be recertified and a new voucher will be issued. If a new voucher is not issued within one year of the first date of the eligible person(s) absence from the unit, the household's assistance will be terminated and the household will have to reapply when the waiting list is open.

HOUSEHOLD BREAK UP

In the event of dissolution of a two or more person household, the rent payment assistance shall remain with the eligible person.

DEATH OF ELIGIBLE PERSON

In the event of the death of the eligible person(s), the City will continue to make rent assistance payments on behalf of the household members remaining in the assisted unit for a period not to exceed 6 months starting the first of the month following the death of the eligible person(s). The rent assistance payments will be discontinued if the household moves. The amount of the rent assistance payment will be recalculated based on the income of the remaining household members.

FAIR HOUSING - HOUSING DISCRIMINATION

The City will enforce all federal, state, and local fair housing laws and advises applicants and participants of their rights to fair housing. If a participant believes they have been discriminated against in their search for housing because of age, race, color, religion, sex, disability, national origin, or familial status, the City will assist the participant in filling out and filing a HUD Housing Discrimination Complaint Form.

INFORMAL REVIEWS FOR APPLICANTS

Applicants will be notified in writing of all decisions regarding placement on the waiting list and Program eligibility. The notice will contain a brief statement of the reasons for the decision. Within 10 business days of receipt of notice, the applicant may request an informal review of the decision. This request must be submitted in writing. The informal review will be conducted by a three member panel consisting of a member of the City of Warren Community Development Department and two other members of the Community Development Technical Committee (who are not employees of Community Development). The applicant will be given an opportunity to present written or oral objections to the decision. The City will notify the applicant in writing of its final decision within ten (10) business days of the informal review.

Applicants cannot request an informal review regarding:

- The City's discretionary administrative determinations,
- The City's general policy decisions,
- Decisions on voucher size (number of bedrooms),
- Decisions not to approve a unit due to HQS deficiencies, or
- A decision to deny a voucher extension.

INFORMAL HEARINGS FOR PARTICIPANTS

Participants (individuals and families receiving housing assistance payments) will be notified in writing of all decisions affecting them. Within 10 business days of receipt of notice, the participant may request an informal hearing if they disagree with a decision of the City regarding:

- The Tenant Rent Payment Amount,
- Termination of assistance,
- The participant household has been living in a unit with more bedrooms than is allowed by City policy and a request for an exception from the policy is denied, or
- The number of bedrooms shown on a voucher issued when the participant wishes to move to another unit and continue participation in the Program.

All requests for hearings must be submitted in writing. The hearing will be conducted by a three member panel consisting of a member of the City of Warren Community Development Department and two other members of the Community Development Technical Committee (who are not employees of Community Development). The participant may be represented by an attorney or other representation at their own expense. The City and its representatives and the participant and its representatives will be given the opportunity to present evidence and may question witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The City will issue a written determination based on the preponderance of the evidence stating the reasons for the decision. Factual determinations relating to the individual circumstances of the participant will be based on the evidence presented at the hearing. A copy of the hearing decision will be sent to the participant within ten (10) business days from the date said decision is officially rendered.

Participants cannot request an informal hearing regarding:

- The use of MSHDA's Utility Schedule to determine Utility Allowances,
- The City's discretionary administrative determinations,
- The City's general policy decisions,
- A determination that a unit does not meet HQS requirements,
- A determination that the owner has failed to maintain decent, safe and sanitary housing in accordance with HQS requirements (including all services, maintenance and utilities required under the lease),
- Decisions to exercise any remedy against the owner under an outstanding RAP Contract including the termination of rent assistance payments to the owner, or
- A decision to deny a voucher extension when a household wants to move to another dwelling unit and continue its participation in the TBRA Program.

If the City decides to terminate rent assistance payments on behalf of the participant under a RAP Contract, and if the City is required to give the participant an informal hearing on the decision, the participant will be afforded the opportunity for such informal hearing before the termination of rent assistance payments.

EXHIBIT C
WARREN EMA
TBRA PROGRAM
SCHEDULE OF INCOME LIMITS
(Prepared by HUD April 2024)

Household Size	Very Low Income (30%)	Low Income (50%)	Moderate Income (80%)
1	$20,150	$33,600	$53,700
2	$23,000	$38,400	$61,400
3	$25,900	$43,200	$69,050
4	$31,200	$47,950	$76,700
5	$36,580	$51,800	$82,850
6	$41,960	$55,650	$89,000
7	$47,340	$59,500	$95,150
8	$52,720	$63,300	$101,250

EXHIBIT D
FEDERAL REGULATIONS HOPWA PROGRAM
24 CFR Part 574

This content is from the eCFR and is authoritative but unofficial.

Title 24 —Housing and Urban Development

Subtitle B —Regulations Relating to Housing and Urban Development

Chapter V —Office of Assistant Secretary for Community Planning and Development, Department of Housing and Urban Development

Subchapter C —Community Facilities

Part 574 Housing Opportunities for Persons with AIDS

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PART 574—HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

Authority: 12 U.S.C. 1701x, 1701 x-1; 42 U.S.C. 3535(d) and 5301-5320.

Source: 57 FR 61740, Dec. 28, 1992, unless otherwise noted.

Subpart A—General

§ 574.3 Definitions.

The terms *Grantee* and *Secretary* are defined in 24 CFR part 5.

Acquired immunodeficiency syndrome (AIDS) or related diseases means the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

Administrative costs mean costs for general management, oversight, coordination, evaluation, and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities.

Applicant means a State or city applying for a formula allocation as described under § 574.100 or a State, unit of general local government, or a nonprofit organization applying for a competitive grant as described under § 574.210.

City has the meaning given it in section 102(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Eligible Metropolitan Statistical Area (EMSA) means a metropolitan statistical area that has a population of more than 500,000 and has more than 1,500 cumulative cases of AIDS.

Eligible person means a person with acquired immunodeficiency syndrome or related diseases who is a low-income individual, as defined in this section, and the person's family. A person with AIDS or related diseases or a family member regardless of income is eligible to receive housing information services, as

described in § 574.300(b)(1). Any person living in proximity to a community residence is eligible to participate in that residence's community outreach and educational activities regarding AIDS or related diseases, as provided in § 574.300(b)(9).

Eligible State means a State that has:

(1) More than 1,500 cumulative cases of AIDS in those areas of the State outside of eligible metropolitan statistical areas that are eligible to be funded through a qualifying city; and

(2) A consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. (A State may carry out activities anywhere in the State, including within an EMSA.)

Family is defined in 24 CFR 5.403 and includes one or more eligible persons living with another person or persons, regardless of actual or perceived sexual orientation, gender identity, or marital status, who are determined to be important to the eligible person or person's care or well-being, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death.

Low-income individual has the meaning given it in section 853(3) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

Metropolitan statistical area has the meaning given it in section 853(5) of the AIDS Housing Opportunity Act (42.U.S.C. 12902).

Nonprofit organization means any nonprofit organization (including a State or locally chartered, nonprofit organization) that:

(1) Is organized under State or local laws;

(2) Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;

(3) Has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated an entity that will maintain such an accounting system; and

(4) Has among its purposes significant activities related to providing services or housing to persons with acquired immunodeficiency syndrome or related diseases.

Non-substantial rehabilitation means rehabilitation that involves costs that are less than or equal to 75 percent of the value of the building after rehabilitation.

Population means total resident population based on data compiled by the U.S. Census and referable to the same point in time.

Project sponsor means any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to carry out eligible activities under this part. The selection of project sponsors is not subject to the procurement requirements of 2 CFR part 200, subpart D.

Qualifying city means a city that is the most populous unit of general local government in an eligible metropolitan statistical area (EMSA) and that has a consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part.

Rehabilitation means the improvement or repair of an existing structure, or an addition to an existing structure that does not increase the floor area by more than 100 percent.

State has the meaning given it in section 853(9) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

Substantial rehabilitation means rehabilitation that involves costs in excess of 75 percent of the value of the building after rehabilitation.

Unit of general local government means any city, town, township, parish, county, village, or other general purpose political subdivision of a State; Guam, the Northern Mariana Islands, the Virgin Islands, American Samoa, the Federated States of Micronesia and Palau, the Marshall Islands, or a general purpose political subdivision thereof; and any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive to act on behalf of the jurisdiction with regard to provisions of the National Affordable Housing Act.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17199, Apr. 11, 1994; 60 FR 1917, Jan. 5, 1995; 61 FR 5209, Feb. 9, 1996; 61 FR 7963, Feb. 29, 1996; 77 FR 5675, Feb. 3, 2012; 80 FR 75938, Dec. 7, 2015]

Subpart B—Formula Entitlements

§ 574.100 Eligible applicants.

(a) Eligible States and qualifying cities, as defined in § 574.3, qualify for formula allocations under HOPWA.

(b) HUD will notify eligible States and qualifying cities of their formula eligibility and allocation amounts and EMSA service areas annually.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17199, Apr. 11, 1994; 60 FR 1917, Jan. 5, 1995]

§ 574.110 Overview of formula allocations.

The formula grants are awarded upon submission and approval of a consolidated plan, pursuant to 24 CFR part 91, that covers the assistance to be provided under this part. Certain states and cities that are the most populous unit of general local government in eligible metropolitan statistical areas will receive formula allocations based on their State or metropolitan population and proportionate number of cases of persons with AIDS. They will receive funds under this part (providing they comply with 24 CFR part 91) for eligible activities that address the housing needs of persons with AIDS or related diseases and their families (see § 574.130(b)).

[61 FR 7963, Feb. 29, 1996]

§ 574.120 Responsibility of applicant to serve EMSA.

The EMSA's applicant shall serve eligible persons who live anywhere within the EMSA, except that housing assistance shall be provided only in localities within the EMSA that have a consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. In allocating grant amounts among eligible activities, the EMSA's applicant shall address needs of eligible persons who reside within the metropolitan statistical area, including those not within the jurisdiction of the applicant.

[60 FR 1917, Jan. 5, 1995]

§ 574.130 Formula allocations.

(a) *Data sources.* HUD will allocate funds based on the number of cases of acquired immunodeficiency syndrome reported to and confirmed by the Director of the Centers for Disease Control, and on population data provided by the U.S. Census. The number of cases of acquired immunodeficiency syndrome used for this purpose shall be the number reported as of March 31 of the fiscal year immediately preceding the fiscal year for which the amounts are appropriated and allocated.

(b) ***Distribution of appropriated funds for entitlement awards.***

(1) Seventy-five percent of the funds allocated under the formula is distributed to qualifying cities and eligible States, as described in § 574.100, based on each metropolitan statistical area's or State's proportionate share of the cumulative number of AIDS cases in all eligible metropolitan statistical areas and eligible States.

(2) The remaining twenty-five percent is allocated among qualifying cities, but not States, where the per capita incidence of AIDS for the year, April 1 through March 31, preceding the fiscal year of the appropriation is higher than the average for all metropolitan statistical areas with more than 500,000 population. Each qualifying city's allocation reflects its EMSA's proportionate share of the high incidence factor among EMSA's with higher than average per capita incidence of AIDS. The high incidence factor is computed by multiplying the population of the metropolitan statistical area by the difference between its twelve-month-per-capita-incidence rate and the average rate for all metropolitan statistical areas with more than 500,000 population. The EMSA's proportionate share is determined by dividing its high incidence factor by the sum of the high incidence factors for all EMSA's with higher than average per capita incidence of AIDS.

(c) *Minimum grant.* No grant awarded under paragraph (b) of this section shall be less than $200,000. Therefore, if the calculations under paragraph (b) of this section would result in any eligible metropolitan statistical area or eligible State receiving less than $200,000, the amount allocated to that entity is increased to $200,000 and allocations to entities in excess of $200,000 are proportionately reduced by the amount of the increase.

§ 574.190 Reallocation of grant amounts.

If an eligible State or qualifying city does not submit a consolidated plan in a timely fashion, in accordance with 24 CFR part 91, that provides for use of its allocation of funding under this part, the funds allocated to that jurisdiction will be added to the funds available for formula allocations to other jurisdictions in the current fiscal year. Any formula funds that become available as a result of deobligations or the imposition of sanctions as provided for in § 574.540 will be added to the funds available for formula allocations in the next fiscal year.

[57 FR 61740, Dec. 28, 1992, as amended at 60 FR 1918, Jan. 5, 1995]

Subpart C—Competitive Grants

§ 574.200 Amounts available for competitive grants.

(a) The Department will set aside 10 percent of the amounts appropriated under this program to fund on a competitive basis:

(1) Special projects of national significance; and

(2) Other projects submitted by States and localities that do not qualify for formula grants.

(b) Any competitively awarded funds that become available as a result of deobligations or the imposition of sanctions, as provided in § 574.540, will be added to the funds available for competitive grants in the next fiscal year.

(c) The competitive grants are awarded based on applications, as described in subpart C of this part, submitted in response to a Notice of Funding Availability published in the FEDERAL REGISTER. All States and units of general local government and nonprofit organizations are eligible to apply for competitive grants to fund projects of national significance. Only those States and units of general local government that do not qualify for formula allocations are eligible to apply for competitive grants to fund other projects.

(d) If HUD makes a procedural error in a funding competition that, when corrected, would warrant funding of an otherwise eligible application, HUD will select that application for potential funding when sufficient funds become available.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

§ 574.210 Eligible applicants.

(a) All States, units of general local government, and nonprofit organizations, may apply for grants for projects of national significance.

(b) Only those States and units of general local government that do not qualify for formula grants, as described in § 574.100; may apply for grants for other projects as described in § 574.200(a)(2).

(c) Except for grants for projects of national significance, nonprofit organizations are not eligible to apply directly to HUD for a grant but may receive funding as a project sponsor under contract with a grantee.

§ 574.240 Application requirements.

Applications must comply with the provisions of the Department's Notice of Funding Availability (NOFA) for the fiscal year published in the FEDERAL REGISTER in accordance with 24 CFR part 12. The rating criteria, including the point value for each, are described in the NOFA, including criteria determined by the Secretary.

[61 FR 7963, Feb. 29, 1996]

§ 574.260 Amendments.

(a) After an application has been selected for funding, any change that will significantly alter the scope, location, service area, or objectives of an activity or the number of eligible persons served must be justified to HUD and approved by HUD. Whenever any other amendment to the application is made, the grantee must provide a copy to HUD.

(b) Each amendment request must contain a description of the revised proposed use of funds. Funds may not be expended for the revised proposed use of funds until:

(1) HUD accepts the revised proposed use; and

(2) For amendments to acquire, rehabilitate, convert, lease, repair or construct properties to provide housing, an environmental review of the revised proposed use of funds has been completed in accordance with § 574.510.

(Approved by the Office of Management and Budget under control number 2506-0133)

Subpart D—Uses of Grant Funds

§ 574.300 Eligible activities.

(a) *General.* Subject to applicable requirements described in §§ 574.310, 574.320, 574.330, and 574.340, HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. Appropriate supportive services, as required by § 574.310(a), must be provided as part of any HOPWA assisted housing, but HOPWA funds may also be used to provide services independently of any housing activity.

(b) *Activities.* The following activities may be carried out with HOPWA funds:

(1) Housing information services including, but not limited to, counseling, information, and referral services to assist an eligible person to locate, acquire, finance, and maintain housing. This may also include fair housing guidance for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap. Housing counseling, as defined in § 5.100, that is funded with or provided in connection with HOPWA funds must be carried out in accordance with § 5.111. When grantees provide housing services to eligible persons (including persons undergoing relocation) that are incidental to a larger set of holistic case management services, these services do not meet the definition of Housing counseling, as defined in § 5.100, and therefore are not required to be carried out in accordance with the certification requirements of § 5.111;

(2) Resource identification to establish, coordinate and develop housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives);

(3) Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services;

(4) New construction (for single room occupancy (SRO) dwellings and community residences only).

(5) Project- or tenant-based rental assistance, including assistance for shared housing arrangements;

(6) Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling;

(7) Supportive services including, but not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals;

(8) Operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs;

(9) Technical assistance in establishing and operating a community residence, including planning and other pre-development or pre-construction expenses and including, but not limited to, costs relating to community outreach and educational activities regarding AIDS or related diseases for persons residing in proximity to the community residence;

(10) Administrative expenses:

(i) Each grantee may use not more than 3 percent of the grant amount for its own administrative costs relating to administering grant amounts and allocating such amounts to project sponsors; and

(ii) Each project sponsor receiving amounts from grants made under this program may use not more than 7 percent of the amounts received for administrative costs.

(11) For competitive grants only, any other activity proposed by the applicant and approved by HUD.

(c) ***Equal participation of faith-based organizations.*** The HUD program requirements in § 5.109 of this title apply to the HOPWA program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 68 FR 56405, Sept. 30, 2003; 80 FR 75938, Dec. 7, 2015; 81 19418, Apr. 4, 2016; 81 FR 90659, Dec. 14, 2016]

§ 574.310 General standards for eligible housing activities.

All grantees using grant funds to provide housing must adhere to the following standards:

(a)

(1) ***General.*** The grantee shall ensure that qualified service providers in the area make available appropriate supportive services to the individuals assisted with housing under this subpart. Supportive services are described in § 574.300(b)(7). For any individual with acquired immunodeficiency syndrome or a related disease who requires more intensive care than can be provided in housing assisted under this subpart, the grantee shall provide for locating a care provider who can appropriately care for the individual and for referring the individual to the care provider.

(2) ***Payments.*** The grantee shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

(i) Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or

(ii) By an entity that provides health services on a prepaid basis.

(b) ***Housing quality standards.*** The following standards apply for all housing for which HOPWA funds are used under § 574.300(b)(3), (4), (5), and (8).

(1) ***State and local requirements.*** Each recipient of assistance under this part must provide safe and sanitary housing that is in compliance with all applicable State and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing.

(2) ***HUD housing standards.*** Except for such variations as are proposed by the grantee and approved by HUD, the housing must meet the standards for HUD housing in 24 CFR 5.703, except that:

(i) As applied to HOPWA, "HUD housing" in 24 CFR 5.703 means the units eligible persons occupy or will occupy, systems equipment that directly services those units, items and components within the primary and secondary means of egress from those units' doors to the public way, and common features related to the residential use of the building (e.g., the laundry room, community room, mail room).

(ii) Housing that continues to meet the HOPWA housing quality standards that applied when the eligible person(s) moved into that housing shall not be required to meet new or different standards under 24 CFR 5.703.

(3) The requirements of 24 CFR 5.705 through 5.713 do not apply.

(c) ***Minimum use period for structures.***

(1) Any building or structure assisted with amounts under this part must be maintained as a facility to provide housing or assistance for individuals with acquired immunodeficiency syndrome or related diseases:

(i) For a period of not less than 10 years, in the case of assistance provided under an activity eligible under § 574.300(b) (3) and (4) involving new construction, substantial rehabilitation or acquisition of a building or structure; or

(ii) For a period of not less than 3 years in the cases involving non-substantial rehabilitation or repair of a building or structure.

(2) Waiver of minimum use period. HUD may waive the minimum use period of a building or structure as stipulated in paragraph (c)(1) of this section if the grantee can demonstrate, to the satisfaction of HUD, that:

(i) The assisted structure is no longer needed to provide supported housing or assistance, or the continued operation of the structure for such purposes is no longer feasible; and

(ii) The structure will be used to benefit individuals or families whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, if the Secretary finds that such variations are necessary because of construction costs or unusually high or low family incomes.

(d) ***Resident rent payment.*** Except for persons in short-term supported housing, each person receiving rental assistance under this program or residing in any rental housing assisted under this program must pay as rent, including utilities, an amount which is the higher of:

(1) 30 percent of the family's monthly adjusted income;

(2) Ten percent of the family's monthly income; or

(3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs.

(e) ***Calculating income to determine resident rent payment*** —

(1) ***In general.*** When determining resident rent payments, the family's monthly income and monthly adjusted income must be calculated as provided by §§ 5.609 and 5.611 of this title, respectively, except that:

(i) As with the references to "grantee" and "grantees" in paragraphs (e), (f), and (h) of this section, the references to "PHA" and "responsible entity" in §§ 5.609 and 5.611 of this title refer to the "grantee" or "project sponsor" that is determining income;

(ii) References in § 5.609(c) of this title to an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title refer to an interim reexamination provided under paragraph (e)(4) of this section;

(iii) References in § 5.609(c) of this title to a streamlined income determination under §§ 5.657(d), 960.257(c), or 982.516(b) of this title refer to a streamlined income determination provided under paragraph (e)(5) of this section;

(iv) Section 5.611(b) of this title does not apply;

(v) The grantee may choose to grant financial hardship exemptions in accordance with the process described in §§ 5.611(c) through (e);

(vi) During the period that § 5.617 of this title remains in effect, the calculation of monthly adjusted income must also include the disallowance of earned income as provided by § 5.617 of this title.

(2) ***Annual reexaminations.*** For purposes of determining resident rent payments, grantees will conduct a reexamination and redetermination of family income and family composition every year.

(3) ***Third-party verification.***

(i) Except as provided in paragraph (e)(3)(ii) of this section, the grantee must obtain and document in the tenant file third-party verification of the following factors, or must document in the tenant file why third-party verification was not available:

(A) Reported family annual income;

(B) The value of assets;

(C) Expenses related to deductions from annual income; and

(D) Other factors that affect the determination of adjusted income.

(ii) For a family with net family assets (as the term is defined in paragraph (f) of this section) equal to or less than $50,000, which amount will be adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Worker, the grantee may accept, for purposes of recertification of income, a family's declaration under § 5.618(b) of this title, except that the grantee must obtain third-party verification of all family assets every 3 years.

(iii) The grantee must establish procedures that are appropriate and necessary to require that income data provided by applicant or participant families is complete and accurate.

(4) ***Interim reexaminations*** —

(i) ***Generally.*** A family may request an interim reexamination of family income or composition because of any changes since the last determination. The grantee must make any interim reexamination within a reasonable period of time after the family's request or when the grantee becomes aware of an increase in family adjusted income under paragraph (e)(4)(iii) of this

section. What qualifies as a "reasonable time" may vary based on the amount of time it takes to verify information, but generally should not exceed 30 days from the date a family reports changes in income to a grantee.

(ii) ***Decreases in the family's annual adjusted income.*** Grantees may decline to conduct an interim reexamination of family income if the grantee estimates that the family's adjusted income will decrease by an amount that is less than ten percent of the family's annual adjusted income (or a lower amount established by HUD through notice), or a lower threshold established by the grantee.

(iii) ***Increases in the family's annual adjusted income.*** Grantees must conduct the interim reexamination of family income when the grantee becomes aware that the family's adjusted income has changed by an amount that the grantee estimates will result in an increase of ten percent or more in annual adjusted income or such other amount established by HUD through notice, except:

(A) The grantee may not consider any increase in the earned income of the family when estimating or calculating whether the family's adjusted income has increased unless the family has previously received an interim reduction under paragraph (e)(4)(i) of this section during the certification period; and

(B) The grantee may choose not to conduct an interim reexamination in the last three months of a certification period.

(iv) ***Policies on reporting changes in family income or composition.*** The grantee must adopt policies consistent with this section prescribing when and under what conditions the family must report a change in family income or composition.

(v) ***Effective date of rent changes.***

(A) If the family has reported a change in family income or composition in a timely manner according to the grantee's policies, the grantee must provide the family with 30 days advance notice of any rent increase, and such rent increase will be effective the first day of the month beginning after the end of that 30-day period. Rent decreases will be effective on the first day of the first month after the date of the actual change leading to the interim reexamination of family income.

(B) If the family has failed to report a change in family income or composition in a timely manner according to the grantee's policies, grantees must implement any resulting rent increases retroactively to the first of the month following the date of the change leading to the interim reexamination of family income. Any resulting rent decrease must be implemented no later than the first rent period following completion of the reexamination. However, rent decreases may be applied retroactively at the discretion of the grantee, in accordance with the grantee's conditions as established in written policy, and subject to paragraph (e)(4)(v)(C) of this section.

(C) A retroactive rent decrease may not be applied by the grantee prior to the later of the first of the month following:

(1) The date of the change leading to the interim reexamination of family income; or

(2) The effective date of the family's most recent previous interim or annual reexamination (or initial examination if that was the family's last examination).

(5) ***Streamlined income determinations*** —

(i) ***Generally.*** A grantee may elect to apply a streamlined income determination to families receiving fixed income as described in paragraph (e)(5)(iii) of this section.

(ii) ***Definition of fixed income.*** For purposes of this section, "fixed income" means periodic payments at reasonably predictable levels from one or more of the following sources:

(A) Social Security, Supplemental Security Income, Supplemental Disability Insurance.

(B) Federal, state, local, or private pension plans.

(C) Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts.

(D) Any other source of income subject to adjustment by a verifiable Cost-of-Living Adjustment (COLA) or current rate of interest.

(iii) ***Method of streamlined income determination.*** Grantees using the streamlined income determination must adjust a family's income according to the percentage of a family's unadjusted income that is from fixed income.

(A) When 90 percent or more of a family's unadjusted income consists of fixed income, grantees using streamlined income determinations must apply a COLA or COLAs to the family's fixed-income sources, provided that the family certifies both that 90 percent or more of their unadjusted income is fixed income and that their sources of fixed income have not changed from the previous year. For non-fixed income, grantees may choose, but are not required, to make appropriate adjustments pursuant to paragraph (e)(2) of this section.

(B) When less than 90 percent of a family's unadjusted income consists of fixed income, grantees using streamlined income determinations must apply a COLA to each of the family's sources of fixed income. Grantees must determine all other income pursuant to paragraph (e)(2) of this section.

(iv) ***COLA rate applied by grantees.*** Grantees using streamlined income determinations must adjust a family's fixed income using a COLA or current interest rate that applies to each specific source of fixed income and is available from a public source or through tenant-provided, third-party-generated documentation. If no public verification or tenant-provided documentation is available, then the grantee must obtain third-party verification of the income amounts in order to calculate the change in income for the source.

(v) ***Triennial verification.*** For any income determined pursuant to a streamlined income determination, a grantee must obtain third-party verification of all income amounts every 3 years.

(f) ***Net family assets and restriction on assistance to families based on assets.*** The "net family assets" definition in § 5.603 of this section applies for purposes of calculating resident rent payments under this section and applying the asset-based restrictions in §§ 5.618(a) through (d) this title. The "net family assets" definition in § 5.603 of this section may also apply where a grantee elects to apply § 5.609 of this title alone or in combination with § 5.611(a) of this title for other purposes under this part; however, the value of real property a family owns and occupies as its primary residence must be excluded from the calculation of "net family assets" for purposes of assistance for which homeowners are eligible under this

part. The asset-based restrictions in §§ 5.618(a) through (d) of this title apply only to housing activities subject to the resident rent payment requirements in this section. References to "PHA" in §§ 5.618(a) through (d) of this title refer to the grantee or project sponsor that is determining the asset-based restrictions.

(g) ***Termination of assistance*** —

(1) ***Surviving family members.*** With respect to the surviving member or members of a family who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death, housing assistance and supportive services under the HOPWA program shall continue for a grace period following the death of the person with AIDS. The grantee or project sponsor shall establish a reasonable grace period for continued participation by a surviving family member, but that period may not exceed one year from the death of the family member with AIDS. The grantee or project sponsor shall notify the family of the duration of their grace period and may assist the family with information on other available housing programs and with moving expenses.

(2) ***Violation of requirements*** —

(i) ***Basis.*** Assistance to participants who reside in housing programs assisted under this part may be terminated if the participant violates program requirements or conditions of occupancy, subject to the VAWA protections in 24 CFR 5.2005(b) and 24 CFR 5.2005(c). Grantees must ensure that supportive services are provided, so that a participant's assistance is terminated only in the most severe cases.

(ii) ***Procedure.*** In terminating assistance to any program participant for violation of requirements, grantees must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process at minimum, must consist of:

(A) Serving the participant with a written notice containing a clear statement of the reasons for termination;

(B) Permitting the participant to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(C) Providing prompt written notification of the final decision to the participant.

(h) ***De minimis errors.*** The grantee will not be considered out of compliance with the requirements in paragraphs (e)(2), (e)(4), or (e)(5) of this section due solely to de minimis errors in calculating family income but is still obligated to correct errors once the grantee becomes aware of the errors. A de minimis error is an error where the grantee's determination of family income varies from the correct income determination by no more than $30 per month in monthly adjusted income ($360 in annual adjusted income) per family.

(1) The grantee must take any corrective action necessary to credit or repay a family if the family has been overcharged for their resident rent payment as a result of the de minimis error in the income determination. Families will not be required to repay the grantee in instances where the grantee has miscalculated income resulting in a family being undercharged for their resident rent payment.

(2) HUD may revise the amount of de minimis error in this paragraph (h) through a rulemaking published in the FEDERAL REGISTER for public comment.

(Paragraph (c) approved by the Office of Management and Budget under control number 2506-0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 61 FR 7963, Feb. 29, 1996; 66 FR 6225, Jan. 19, 2001; 81 FR 80806, Nov. 16, 2016; 88 FR 30498, May 11, 2023; 88 FR 9665, Feb. 14, 2023]

§ 574.320 Additional standards for rental assistance.

(a) If grant funds are used to provide rental assistance, the following additional standards apply:

(1) ***Maximum subsidy.*** The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between:

(i) The lower of the rent standard or reasonable rent for the unit; and

(ii) The resident's rent payment calculated under § 574.310(d).

(2) ***Rent standard.*** The rent standard shall be established by the grantee and shall be no more than the published section 8 fair market rent (FMR) or the HUD-approved community-wide exception rent for the unit size. However, on a unit by unit basis, the grantee may increase that amount by up to 10 percent for up to 20 percent of the units assisted.

(3) ***Rent reasonableness.*** The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

(b) With respect to shared housing arrangements, the rent charged for an assisted family or individual shall be in relation to the size of the private space for that assisted family or individual in comparison to other private space in the shared unit, excluding common space. An assisted family or individual may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements shall be voluntary.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

§ 574.330 Additional standards for short-term supported housing.

Short-term supported housing includes facilities to provide temporary shelter to eligible individuals as well as rent, mortgage, and utilities payments to enable eligible individuals to remain in their own dwellings. If grant funds are used to provide such short-term supported housing assistance, the following additional standards apply:

(a) ***Time limits.***

(1) A short-term supported housing facility may not provide residence to any individual for more than 60 days during any six month period. Rent, mortgage, and utilities payments to prevent the homelessness of the tenant or mortgagor of a dwelling may not be provided to such an individual for these costs accruing over a period of more than 21 weeks in any 52 week period. These limitations do not apply to rental assistance provided under § 574.300(b)(5).

(2) ***Waiver of time limitations.*** HUD may waive, as it determines appropriate, the limitations of paragraph (a)(1) and will favorably consider a waiver based on the good faith effort of a project sponsor to provide permanent housing under subsection (c).

(b) ***Residency limitations —***

(1) ***Residency.*** A short-term supported facility may not provide shelter or housing at any single time for more than 50 families or individuals;

(2) ***Waiver of residency limitations.*** HUD may waive, as it determines appropriate, the limitations of paragraph (b)(1) of this section.

(c) ***Placement.*** A short-term supported housing facility assisted under this part must, to the maximum extent practicable, provide each individual living in such housing the opportunity for placement in permanent housing or in a living environment appropriate to his or her health and social needs.

(d) ***Assistance to continue independent living.*** In addition to the supportive services provided when an individual is relocated to a short-term supported housing facility, supportive services may be provided to individuals when they remain in their residence because the residence is appropriate to the needs of the individual. In the latter case, a rent, mortgage and utilities payments program assisted under this part shall provide, when reasonable, supportive services specifically designed to maintain the individual in such residence.

(e) ***Case management services.*** A program assisted under this section shall provide each assisted individual with an opportunity, if eligible, to receive case management services from the appropriate social service agencies.

(Paragraph (b) approved by the Office of Management and Budget under control number 2506-0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

§ 574.340 Additional standards for community residences.

(a) A community residence is a multiunit residence designed for eligible persons to provide a lower cost residential alternative to institutional care; to prevent or delay the need for such care; to provide a permanent or transitional residential setting with appropriate services to enhance the quality of life for those who are unable to live independently; and to enable such persons to participate as fully as possible in community life.

(b) If grant funds are used to provide a community residence, except for planning and other expenses preliminary to construction or other physical improvement for a community residence, the grantee must, prior to the expenditure of such funds, obtain and keep on file the following certifications:

(1) ***A services agreement.***

(i) A certification that the grantee will itself provide services as required by § 574.310(a) to eligible persons assisted by the community residence; or

(ii) A certification that the grantee has entered into a written agreement with a project sponsor or contracted service provider to provide services as required by § 574.310(a) to eligible persons assisted by the community residence;

(2) ***The adequacy of funding.***

(i) A certification that the grantee has acquired sufficient funding for these services; or

(ii) A certification that the grantee has on file an analysis of the service level needed for each community residence, a statement of which grantee agency, project sponsor, or service provider will provide the needed services, and a statement of how the services will be funded; and

(3) *Capability.*

(i) A certification that the grantee is qualified to provide the services; or

(ii) A certification that the project sponsor or the service provider is qualified to provide the services.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

§ 574.350 Additional standards for broadband infrastructure.

Any new construction or substantial rehabilitation, as substantial rehabilitation is defined by 24 CFR 574.3, of a building with more than 4 rental units, for which HOPWA funds are first obligated by the grantee or project sponsor on or after January 19, 2017 must include installation of broadband infrastructure, as this term is defined in 24 CFR 5.100, except where the grantee or project sponsor determines and, in accordance with § 574.530, documents the determination that:

(a) The location of the new construction or substantial rehabilitation makes installation of broadband infrastructure infeasible;

(b) The cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden; or

(c) The structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible.

[81 FR 92637, Dec. 20, 2016]

Subpart E—Special Responsibilities of Grantees and Project Sponsors

§ 574.400 Prohibition of substitution of funds.

Amounts received from grants under this part may not be used to replace other amounts made available or designated by State or local governments through appropriations for use for the purposes of this part.

§ 574.410 Capacity.

The grantee shall ensure that any project sponsor with which the grantee contracts to carry out an activity under this part has the capacity and capability to effectively administer the activity.

§ 574.420 Cooperation.

(a) The grantee shall agree, and shall ensure that each project sponsor agrees, to cooperate and coordinate in providing assistance under this part with the agencies of the relevant State and local governments responsible for services in the area served by the grantee for eligible persons and other public and private organizations and agencies providing services for such eligible persons.

(b) A grantee that is a State shall obtain the approval of the unit of general local government in which a project is to be located before entering into a contract with a project sponsor to carry out an activity authorized under this part.

(c) A grantee that is a city receiving a formula allocation for an EMSA shall coordinate with other units of general local government located within the metropolitan statistical area to address needs within that area.

§ 574.430 Fee prohibitions.

The grantee shall agree, and shall ensure that each project sponsor agrees, that no fee, except rent, will be charged of any eligible person for any housing or services provided with amounts from a grant under this part.

§ 574.440 Confidentiality.

The grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance.

§ 574.450 Financial records.

The grantee shall agree, and shall ensure that each project sponsor agrees, to maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of amounts received from a grant under this part.

§ 574.460 Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking.

When a covered housing provider exercises the option to bifurcate a lease, as provided in 24 CFR 5.2009(a), in order to evict, remove, terminate occupancy rights, or terminate assistance to a person with AIDS or related diseases that receives rental assistance or resides in rental housing assisted under the HOPWA program for engaging in criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, the covered housing provider shall provide the remaining persons residing in the unit a reasonable grace period to establish eligibility to receive HOPWA assistance or find alternative housing. The grantee or project sponsor shall set the reasonable grace period, which shall be no less than 90 calendar days, and not more than one year, from the date of the bifurcation of the lease. Housing assistance and supportive services under the HOPWA program shall continue for the remaining persons residing in the unit during the grace period. The grantee or project sponsor shall notify the remaining persons residing in the unit of the duration of the reasonable grace period and may assist them with information on other available housing programs and with moving expenses.

[81 FR 80806, Nov. 16, 2016]

Subpart F—Grant Administration

§ 574.500 Responsibility for grant administration.

(a) *General.* Grantees are responsible for ensuring that grants are administered in accordance with the requirements of this part and other applicable laws. Grantees are responsible for ensuring that their respective project sponsors carry out activities in compliance with all applicable requirements.

(b) *Grant agreement.* The grant agreement will provide that the grantee agrees, and will ensure that each project sponsor agrees, to:

(1) Operate the program in accordance with the provisions of these regulations and other applicable HUD regulations;

(2) Conduct an ongoing assessment of the housing assistance and supportive services required by the participants in the program;

(3) Assure the adequate provision of supportive services to the participants in the program; and

(4) Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

(c) ***Enforcement.*** HUD will enforce the obligations in the grant agreement in accordance with the provisions of 2 CFR part 200, subpart D. A grantee will be provided an opportunity for informal consultation before HUD will exercise any remedies authorized in 2 CFR 200.338.

[57 FR 61740, Dec. 28, 1992, as amended at 80 FR 75938, Dec. 7, 2015]

§ 574.510 Environmental procedures and standards.

(a) Activities under this part are subject to HUD environmental regulations in part 58 of this title, except that HUD will perform an environmental review in accordance with part 50 of this title for any competitive grant for Fiscal Year 2000.

(b) The recipient, its project partners and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until the responsible entity (as defined in § 58.2 of this title) has completed the environmental review procedures required by part 58 and the environmental certification and RROF have been approved (or HUD has performed an environmental review and the recipient has received HUD approval of the property). HUD will not release grant funds if the recipient or any other party commits grant funds (*i.e.,* incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

(c) For activities under a grant to a nonprofit entity that would generally be subject to review under part 58, HUD may make a finding in accordance with § 58.11(d) and may itself perform the environmental review under the provisions of part 50 of this title if the recipient nonprofit entity objects in writing to the responsible entity's performing the review under part 58. Irrespective of whether the responsible entity in accord with part 58 (or HUD in accord with part 50) performs the environmental review, the recipient shall supply all available, relevant information necessary for the responsible entity (or HUD, if applicable) to perform for each property any environmental review required by this part. The recipient also shall carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select alternate eligible property.

[68 FR 56130, Sept. 29, 2003]

§ 574.520 Performance reports.

(a) ***Formula grants.*** For a formula grant recipient, the performance reporting requirements are specified in 24 CFR part 91.

(b) ***Competitive grants.*** A grantee shall submit to HUD annually a report describing the use of the amounts received, including the number of individuals assisted, the types of assistance provided, data on emergency transfers requested under 24 CFR 5.2005(e), pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests, and any other information that HUD may require. Annual reports are required until all grant funds are expended.

[60 FR 1918, Jan. 5, 1995, as amended at 81 FR 80806, Nov. 16, 2016]

§ 574.530 Recordkeeping.

Each grantee must ensure that records are maintained for a 4-year period to document compliance with the provisions of this part. Grantees must maintain the following:

(a) Current and accurate data on the race and ethnicity of program participants.

(b) Documentation of the actions the grantee has taken to affirmatively further fair housing, pursuant to §§ 5.151 and 5.152 of this title.

(c) Data on emergency transfers requested under 24 CFR 5.2005(e), pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.

[80 FR 42368, July 16, 2015, as amended at 81 FR 80806, Nov. 16, 2016; 85 FR 47911, Aug. 7, 2020; 86 FR 30792, June 10, 2021]

§ 574.540 Deobligation of funds.

HUD may deobligate all or a portion of the amounts approved for eligible activities if such amounts are not expended in a timely manner, or the proposed activity for which funding was approved is not provided in accordance with the approved application or action plan and the requirements of this regulation. HUD may deobligate any amount of grant funds that have not been expended within a three-year period from the date of the signing of the grant agreement. The grant agreement may set forth other circumstances under which funds may be deobligated or sanctions imposed.

[61 FR 7963, Feb. 29, 1996]

Subpart G—Other Federal Requirements

§ 574.600 Cross-reference.

The Federal requirements set forth in 24 CFR part 5 and part 75 apply to this program as specified in this subpart.

[61 FR 5209, Feb. 9, 1996, as amended at 85 FR 61567, Sept. 29, 2020]

§ 574.603 Nondiscrimination and equal opportunity.

Within the population eligible for this program, the nondiscrimination and equal opportunity requirements set forth in 24 CFR part 5 and the following requirements apply:

(a) ***Fair housing requirements.***

(1) Grantees and project sponsors shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (States and local government grantees) and part 36 (public accommodations and requirements for certain types of short-term housing assistance).

(2) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) does not apply to this program.

(b) ***Affirmative outreach.*** A grantee or project sponsor must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 33894, June 30, 1994. Redesignated and amended at 61 FR 5209, Feb. 9, 1996; 61 FR 7964, Feb. 29, 1996]

§ 574.604 Protections for victims of domestic violence, dating violence, sexual assault, and stalking.

(a) ***General —***

(1) ***Applicability of VAWA requirements.*** Except as provided in paragraph (a)(2) of this section, the Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), apply to housing assisted with HOPWA grant funds for acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing; new construction; and operating costs, as provided in § 574.300. The requirements set forth in 24 CFR part 5, subpart L, also apply to project-based and tenant-based rental assistance, as provided in §§ 574.300 and 574.320, and community residences, as provided in § 574.340.

(2) Limited applicability of VAWA requirements. The VAWA requirements set forth in 24 CFR part 5, subpart L do not apply to short-term supported housing, as provided in § 574.330, except that no individual may be denied admission to or removed from the short-term supported housing on the basis or as a direct result of the fact that the individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual otherwise qualifies for admission or occupancy.

(3) The terms "affiliated individual," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in 24 CFR 5.2003.

(b) ***Covered housing provider.*** As used in this part, the term, "covered housing provider," which is defined in 24 CFR 5.2003, refers to the HOPWA grantee, project sponsor, or housing or facility owner, or manager, as described in this section.

(1)

(I) For housing assisted with HOPWA grant funds for acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing; new construction; operating costs; community residences; and project-based rental assistance, the HOPWA grantee is responsible for ensuring that each project sponsor undertakes the following actions (or, if administering the HOPWA assistance directly, the grantee shall undertake the following actions):

(A) Sets a policy for determining the "reasonable grace period" for remaining persons residing in the unit to establish eligibility for HOPWA assistance or find alternative housing, which period shall be no less than 90 calendar days nor more than one year from the date of bifurcation of a lease, consistent with 24 CFR 574.460;

(B) Provides notice of occupancy rights and the certification form at the times listed in paragraph (d) of this section;

(C) Adopts and administers an emergency transfer plan, as developed by the grantee in accordance with 24 CFR 5.2005(e) of this section, and facilitates emergency transfers; and

(D) Maintains the confidentiality of documentation submitted by tenants requesting emergency transfers and of each tenant's housing location consistent with § 574.440 and 24 CFR 5.2007(c).

(ii)

(A) If a tenant seeks VAWA protections, set forth in 24 CFR part 5, subpart L, the tenant must submit such request through the project sponsor (or the grantee if the grantee is directly administering HOPWA assistance). Grantees and project sponsors will work with the housing or facility owner or manager to facilitate protections on the tenant's behalf. Project sponsors must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c).

(B) The grantee or project sponsor is responsible for ensuring that the housing or facility owner or manager develops and uses a HOPWA lease addendum with VAWA protections and is made aware of the option to bifurcate a lease in accordance with § 574.460 and 24 CFR 5.2009.

(2)

(i) For tenant-based rental assistance, the HOPWA grantee is responsible for ensuring that each project sponsor providing tenant-based rental assistance undertakes the following actions (or, if administering the HOPWA assistance directly, the grantee shall undertake the following actions):

(A) Sets policy for determining the "reasonable grace period" for remaining persons residing in the unit to establish eligibility for HOPWA assistance or find alternative housing, which period shall be no less than 90 calendar days and no more than one year from the date of bifurcation of a lease, consistent with 24 CFR 574.460;

(B) Provides notice of occupancy rights and the certification form at the times listed in paragraph (d) of this section;

(C) Adopts and administers an emergency transfer plan, as developed by the grantee in accordance with 24 CFR 5.2005(e) of this section, and facilitates emergency transfers; and

(D) Maintains the confidentiality of documentation submitted by tenants requesting emergency transfers and of each tenant's housing location consistent with § 574.440 and 24 CFR 5.2007(c).

(ii)

(A) If a tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the tenant must submit such request through the project sponsor (or the grantee if the grantee is directly administering HOPWA assistance). The project sponsor will work with the housing owner or manager to facilitate protections on the tenant's behalf. Project sponsors must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). The project sponsor (or the grantee if the grantee is directly administering HOPWA assistance) is also responsible for determining on a case-by-case basis whether to provide new tenant-based rental assistance to a remaining tenant if lease bifurcation or an emergency transfer results in division of the household.

(B) The grantee or project sponsor is responsible for ensuring that the housing owner or manager develops and uses a HOPWA lease addendum with VAWA protections and is made aware of the option to bifurcate a lease in accordance with § 574.460 and 24 CFR 5.2009.

(c) ***Effective date.*** The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013. For formula grants, compliance with the VAWA regulatory requirements under this section and 24 CFR part 5, subpart L, are required for any project covered under § 574.604(a) for which the date of the HOPWA funding commitment is made on or after *December 16, 2016.* For competitive grants, compliance with the VAWA regulatory requirements under this section and 24 CFR part 5, subpart L, are required for awards made on or after *December 16, 2016.*

(d) ***Notification requirements.***

(1) As provided in paragraph (b) of this section, the grantee is responsible for ensuring that the notice of occupancy rights and certification form described in 24 CFR 5.2005(a) is provided to each person receiving project-based or tenant-based rental assistance under HOPWA or residing in rental housing assisted under the eligible activities described in § 574.604(a) at the following times:

(i) At the time the person is denied rental assistance or admission to a HOPWA-assisted unit;

(ii) At the time the person is admitted to a HOPWA-assisted unit or is provided rental assistance;

(iii) With any notification of eviction from the HOPWA-assisted unit or notification of termination of rental assistance; and

(iv) During the 12-month period following December 16, 2016, either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

(2) The grantee is responsible for ensuring that, for each tenant receiving HOPWA tenant-based rental assistance, the owner or manager of the tenant's housing unit commits to provide the notice of occupancy rights and certification form described in 24 CFR 5.2005 with any notification of eviction that the owner or manager provides to the tenant during the period for which the tenant is receiving HOPWA tenant-based rental assistance. This commitment, as well as the confidentiality requirements under 24 CFR 5.2007(c), must be set forth in the VAWA lease term/addendum required under paragraph (f) of this section.

(e) ***Definition of reasonable time.*** For the purpose of 24 CFR 5.2009(b), the reasonable time to establish eligibility or find alternative housing following bifurcation of a lease is the reasonable grace period described in § 574.460.

(f) ***VAWA lease term/addendum.*** As provided in paragraph (b) of this section, the grantee or project sponsor is responsible for ensuring that the housing or facility owner or manager, as applicable, develops and uses a VAWA lease term/addendum to incorporate all requirements that apply to the housing or facility owner or manager under 24 CFR part 5, subpart L, and this section, including the prohibited bases for eviction under 24 CFR 5.2005(b), the provisions regarding construction of lease terms and terms of assistance under 24 CFR 5.2005(c), and the confidentiality of documentation submitted by tenants requesting emergency transfers and of each tenant's housing location consistent with 24 CFR 5.2007(c). The VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if a determination is made that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). The grantee or project sponsor is responsible for ensuring that the housing or facility owner, or manager, as applicable, adds the VAWA lease term/addendum to the leases for all HOPWA-assisted units and the leases for all eligible persons receiving HOPWA tenant-based rental assistance.

[81 FR 80806, Nov. 16, 2016]

§ 574.605 Applicability of uniform administrative requirements, cost principles, and audit requirements for Federal awards.

The provisions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", apply to HOPWA grants.

[80 FR 75938, Dec. 7, 2015]

§ 574.625 Conflict of interest.

(a) In addition to the conflict of interest requirements in 2 CFR 200.317 (for recipients and subrecipients that are States) and 2 CFR 200.318 (for recipients and subrecipients that are not States), no person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee or project sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

(b) ***Exceptions: Threshold requirements.*** Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (a) of this section when it determines that the exception will serve to further the purposes of the HOPWA program and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(c) ***Factors to be considered for exceptions.*** In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (b) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(2) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (a) of this section;

(5) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

[57 FR 61740, Dec. 28, 1992, as amended at 80 FR 75938, Dec. 7, 2015]

§ 574.630 Displacement, relocation and real property acquisition.

(a) ***Minimizing displacement.*** Consistent with the other goals and objectives of this part, grantees and project sponsors must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under this part.

(b) ***Relocation assistance for displaced persons.*** A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) ***Real property acquisition requirements.*** The acquisition of real property for a project is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) ***Appeals.*** A person who disagrees with the grantee's or project sponsor's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the grantee. A low-income person who is dissatisfied with the grantee's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

(e) ***Responsibility of grantee.***

(1) Each grantee shall certify (i.e., provide assurance of compliance as required by 49 CFR part 24) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and shall ensure such compliance notwithstanding any third party's contractual obligation to the grantee to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with funds available from other sources.

(3) The grantee shall maintain records in sufficient detail to demonstrate compliance with these provisions.

(f) ***Definition of displaced person.***

(1) For purposes of this section, the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under this part. This includes any permanent, involuntary move for an assisted project including any permanent move for an assisted project, including any permanent move from the real property that is made:

(i) After notice by the grantee, project sponsor, or property owner to move permanently from the property, if the move occurs on or after the date that the grantee submits to HUD an application for assistance that is later approved and funded;

(ii) Before the submission of the application to HUD, if the grantee, project sponsor, or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project; or

(iii) By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

(A) The tenant moves after the "initiation of negotiations" and the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(*1*) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs, or

(2) 30 percent of gross household income; or

(B) The tenant is required to relocate temporarily, does not return to the building/complex and either:

(1) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(2) Other conditions of the temporary relocation are not reasonable; or

(C) The tenant is required to move to another unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation or applicable Federal, State or local law, or other good cause, and HUD determines that the eviction was not undertaken for the purposes of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" (or for any assistance provided under this section), if the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The grantee or project sponsor may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) ***Definition of initiation of negotiations.*** For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution of the agreement between the grantee and the project sponsor.

§ 574.635 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, H, J, K, M, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§ 574.640 Flood insurance protection.

No property to be assisted under this part may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a)

(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR parts 59 through 79); or

(2) Less than a year has passed since FEMA notification regarding such hazards; and

(b) The grantee will ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 *et seq.*).

§ 574.645 Coastal barriers.

In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this part may be made available within the Coastal Barrier Resources System.

§ 574.650 Audit.

Grantees and project sponsors are subject to the audit requirements set forth in 2 CFR part 200, subpart F.

[80 FR 75938, Dec. 7, 2015]

§ 574.655 Wage rates.

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

[59 FR 17201, Apr. 11, 1994]

§ 574.660 Housing counseling.

Housing counseling, as defined in § 5.100, that is funded with or provided in connection with HOPWA funds must be carried out in accordance with § 5.111. When grantees provide housing services to eligible persons (including persons undergoing relocation) that are incidental to a larger set of holistic case management services, these services do not meet the definition of housing counseling, as defined in § 5.100, and therefore are not required to be carried out in accordance with the certification requirements of § 5.111.

[81 FR 90659, Dec. 14, 2016, as amended at 82 FR 8811, Jan. 31, 2017]

EXHIBIT E
CITY OF WARREN
LIVING WAGE

Sec. 2-334.2. Living wage requirements for service contracts.

(a) *Purpose; application; exclusions.* The intent of the following provisions is to ensure that the city requires for any contract for services in excess of fifty thousand dollars ($50,000.00) the contractor who is employed to perform work for the City of Warren shall pay a living wage to all employees who are assigned to perform work on the City of Warren premises. Contracts for the purchase of goods and contracts to lease or purchase property are excluded from the application of this section.

(b) *Definitions.* For purposes of this section the following terms and phrases shall be defined as follows:

Contract for services shall mean the act of entering into a contract to perform services, including the subcontracting of services, however, contracts for the purchase of goods and contracts to lease or purchase property are excluded.

Contractor shall mean a person that contracts with the city to perform certain services.

Employer shall mean the person who engages employees to provide labor in exchange for payment of wages or salary.

Employee shall mean an individual who is employed by another to provide labor in exchange for payment of wages or salary.

Federal poverty line shall mean the official poverty line defined by the office of management and budget based on bureau of census data for a family of four (4), as adjusted to reflect the percentage change in the consumer price index for all urban consumers.

Health care benefits shall mean the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

Living wage shall mean an hourly wage rate which is equal to or greater than the federal poverty line established for a family of four (4) for a forty-hour work week, fifty (50) weeks per year.

Person shall include firms, joint ventures, partnerships, corporations, clubs, and all associations or organizations of natural persons, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

Plant Rehabilitation and Industrial Development District Act shall mean Public Act 198 of 1974, MCL 207.551 et seq.

(c) *Limitations on contracts for services.* The city shall not enter into any contract for services with any contractor who does not demonstrate that it pays its work force a living wage which is equal to one hundred twenty-five (125) percent of the federal poverty line, unless health care benefits are provided to its employees equal to the level of benefits customarily provided in the industry, then the contractor shall demonstrate that it pays its work force a living wage which is equal to one hundred (100) percent of the federal poverty line. The contractor shall be required to maintain this rate of pay for the duration of the contract period.

(d) *Compliance with adjustments in the federal poverty line.* The purchasing director, his or her designee or other employee designated by city council, shall serve as the contract compliance auditor. The contract compliance auditor shall monitor the federal poverty line and shall notify anyone with a service contract with the city of any

adjustment in the federal poverty line. The contract compliance auditor shall require all contractors with service contracts with the city to annually demonstrate compliance with the requirements contained in subsection (c) of this section. In addition, any contractor who is required to pay its work force a living wage under subsection (c) of this section shall post a notice of such requirement in the work place during the contract period. The notice shall also state that if the contractor has failed to comply with the requirement of subsection (c) of this section that the employee may file a notice of noncompliance upon the City of Warren contract compliance auditor and serve a copy on the contractor.

(e) *Notice of non-compliance.* Any employee of a contractor who believes the contractor has failed to comply with subsection (c) of this section, shall file a notice with the contract compliance auditor and serve it on the contractor alleging noncompliance. Upon receiving the notice alleging non-compliance, the auditor shall forward a copy to the living wage appeal committee for review. The auditor shall determine the accuracy of the allegation and shall notify the contractor to submit proof of compliance within thirty (30) days or it shall be grounds for termination of the contract.

(f) *Non-compliance.* In the event, the auditor determines that a contractor has failed to comply with the provisions of this section, the failure to rectify the non-compliance within thirty (30) days shall be grounds for the termination of a contract for services.

(g) *Limitation on bid acceptance.* The city shall not accept any bids for a period of five (5) years from any contractor who, while contracting with the city, had failed on two (2) separate occasions to comply with subsection (c) of this section during the previous five year period.

(h) *Exemptions from application of this section.* The following exemptions from compliance with this section shall apply:

(1) Any public corporation shall be exempt from the provisions of this section;

(2) Any private corporation that has received 501 (c)(3) qualification, which has ten (10) employees or less, shall be exempt from compliance with this section;

(3) The provisions of this section shall not apply where there is an applicable collective bargaining agreement;

(4) The provisions of this section shall not apply where federal, state, or local law requires payment of a prevailing wage;

(5) The provision contained in subsection (c) of this section requiring payment of a living wage as defined in this section does not apply to any employee enrolled in a job training program, summer youth employment program or work study program not to exceed ninety (90) days;

(6) The living wage appeal committee may recommend individual or group exemptions from the application of this section in cases in which compliance with this section would cause an economic hardship. All exemptions under this subsection shall be subject to city council and mayoral approval.

(i) *Appeal from application of this section.* Any person desiring to contract with the city shall have the opportunity to appeal the application of this section to the living wage appeal committee. The appeal must be filed with the purchasing division at least fifteen (15) days prior to the deadline for the submission of bids. The living wage appeal committee shall consider the request at a public meeting convened in accordance with the open meetings act. The committee may exempt a contractor from the application of this section upon demonstration of the following:

(1) The proposed contract is implemented through the tri-county cooperative and payment of the living wage as defined in this section is not required there under; or

(2) The benefit of applying this section is clearly outweighed by the harm resulting from the application of this section.

(j) *Membership of the living wage appeal committee.* The living wage appeal committee shall consist of five (5) members: the mayor or designee; the city controller or designee; the purchasing director or designee; a member of the Warren-Centerline Chamber of Commerce as designated by the mayor and confirmed by city council; and a Warren resident designated by the Michigan State AFL-CIO appointed by the mayor and confirmed by the city council. Each member of the committee shall serve for a three-year term. The committee shall meet as necessary to review any appeal filed for exemption from the application of this section.

(k) *Effective date.* The provisions of this section shall not apply to any contract executed prior to the effective date of this section.

(Ord. No. 80-550, § 1, 1-11-00; Ord. No. 80-596, § 1, 4-8-03)

COMMUNITY DEVELOPMENT
One City Square, Suite 210
Warren, MI 48093
(586) 574-4686
Fax (586) 574-4685
www.cityofwarren.org

September 16, 2024

Mindy Moore, Council Secretary

RE: Proposed Resolution Authorizing an Agreement between the City of Warren and St. Vincent de Paul

As part of the 2024-2025 CDBG Program Year Budget, Council approved the allocation of $30,000 to assist income eligible Warren households with emergency living expenses. The emergency living expenses are limited to food, utility payments, rent/mortgage payments, medical expense payments, emergency home repair payments or employment related transportation assistance. The City desires to enter into an agreement with the Society of St. Vincent de Paul to provide such services to eligible Warren residents.

Funding in the amount of $30,000 is available in the Homeless Prevention Line Item Number 273-9850-80198 to approve the agreement between the City of Warren and the Society of St. Vincent de Paul.

Attached for consideration by Council you will find a copy of the proposed agreement with St. Vincent de Paul, which was reviewed and approved by the City Attorney's Office. Please submit to Council for consideration at its September 24, 2024 meeting. The appropriate resolution authorizing execution of the agreement for these services is also attached.

If you have any questions regarding this matter, please call Community Development at (586) 574-4686.

Sincerely,

Tom Bommarito
Community Development Director

Read and Concur:

Lori M. Stone
Mayor

Read and Approved as to Form:

City Attorney's Office

RESOLUTION
AGREEMENT BETWEEN THE CITY OF WARREN
AND THE SOCIETY OF ST. VINCENT DE PAUL

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on September 24, 2024 at 7:00 p.m. Eastern Time from the Warren Community Center, 5460 Arden, Warren, Michigan.

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 Program Funds under Title I of the Housing and Community Development Act of 1974, as amended.

The Society of St. Vincent de Paul offers assistance with emergency living expenses through its existing network of parish conferences.

The Society of St. Vincent de Paul desires grant assistance to supplement the services provided to eligible Warren households.

Council approved the allocation of $30,000 to assist income-eligible Warren households with emergency living expenses. The emergency living expenses are limited to food, utility payments, rent/mortgage payments, medical expense payments, or emergency home repair payments.

The Mayor and the Community Development Block Committee and staff recommend that the City enter into an agreement with the Society of St. Vincent de Paul to provide Program funds for emergency living expenses to eligible Warren households in accordance with the attached agreement.

Sufficient funding to enter into this Agreement is available in the Homeless Prevention Line Item Number 273-9850-80198.

IT IS RESOLVED, that the Mayor and City Clerk are authorized to execute an agreement for the period of October 1, 2024 through September 30, 2025 with the Society of St. Vincent de Paul to provide Program funds up to total amount of $30,000.00 for emergency living expenses to eligible Warren households, consistent with the attached agreement and in such form that meets with the approval of the City Attorney.

AYES: Councilmembers_____

_____

NAYES: Councilmembers_____

_____

RESOLUTION DECLARED ADOPTED THIS 24th day of September, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Council of the City of Warren at its meeting held on September 24, 2024.

_____
SONJA BUFFA
City Clerk

HOMELESS PREVENTION - EMERGENCY SERVICE AGREEMENT
BETWEEN THE SOCIETY OF ST. VINCENT DE PAUL
AND THE CITY OF WARREN FOR 2024/2025 PROGRAM YEAR

This Agreement is made this _____ day of_____2024, between the City of Warren (CITY), a Michigan municipal corporation, whose address is One City Square, Warren, MI 48093, and the Society of St. Vincent de Paul in the Archdiocese of Detroit (ST. VINCENT DE PAUL), whose address is 3000 Gratiot, Detroit, Michigan 48207.

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. Federal Award Identification Number B-24-MC-26-0016 awarded on September 10, 2024 CFDA Number 14.218. "The Funds"

2. The CITY has appropriated $30,000.00 of the Funds to assist qualified residents with specific living expenses in emergency situations.

3. ST. VINCENT DE PAUL (Unique Entity ID G6C9PH4QD396) desires to offer such assistance to qualified residents in the City of Warren with funds made available through the Community Development Block Grant Program ("Program Funds").

4. This Contract is considered a sub-award and will not be used for research and development. There will be no reimbursement for indirect cost 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 ST. VINCENT DE PAUL agree as follows:

SECTION 1. SCOPE OF SERVICES.

1. ST. VINCENT DE PAUL shall assist income-eligible households ("Program Recipients") with Emergency Living Expenses up to the Contract Amount. Emergency Living Expenses are defined as food, utility payments, rent/mortgage payments, medical expense payments, or emergency home repair payments.

2. ST. VINCENT DE PAUL, at its expense, may also counsel Program Recipients on employment matters, family relations and household budgeting *to improve financial independence*. Such counseling shall not be a reimbursable Emergency Living Expense, under this Agreement.

3. Not more than $1,000 may be disbursed to any individual Program Recipient over the course of the Agreement, without the consent of the CITY. Program Recipient, for the purpose of this Agreement, means one household encompassing all persons occupying the same residence.

4. Program assistance shall be limited to households that satisfy the following eligibility requirements:

   a. The household shall qualify as low or moderate income as defined by the Department of Housing and Urban Development (HUD) and the City of Warren Community Development Program. These income limits may, at the CITY'S discretion, be revised. A copy of the current schedule of income limits is attached to this Agreement as Exhibit A. Any updates to this schedule will be mailed to ST. VINCENT DE PAUL,

b. No person in the household has been assisted with Program funds any more than three (3) times within the prior twelve (12) months,

c. No person residing in the household is financially or physically capable of providing the assistance, and

d. The household is located in the City of Warren, Michigan.

5. ST. VINCENT DE PAUL shall interview each Program Recipient to evaluate the case and identify the need for assistance. A summary of the need for assistance will be submitted to the CITY'S Community Development Program with each invoice. In addition, special reviews and consultation with the CITY will be held upon request.

6. For each Program Recipient, ST. VINCENT DE PAUL shall complete an *Affidavit of Eligibility,* attached as Exhibit B, which includes information on each household served as follows:

(a) Name of head of household
(b) Home address
(c) Household size
(d) Female head of household
(e) Race/Ethnicity of head of household
(f) Household income

The Affidavit of Eligibility must be signed by the head of household and the ST. VINCENT DE PAUL representative who interviews the recipient.

7. ST. VINCENT DE PAUL shall provide services regardless of race, religion, color, sex, national origin, marital status, age, handicap/disability or familial status.

8. In the event ST. VINCENT DE PAUL, or its officers, employees, agents or volunteers, cause any damage or loss to any property in the course of any work or services performed with CITY funds, ST. VINCENT DE PAUL and not the CITY will be responsible for the repair or replacement. The CITY may withhold from any reimbursement the amount in dispute in the event the CITY receives a claim, until settlement. This provision shall survive termination or expiration of this Contract.

9. ST. VINCENT DE PAUL will maintain active status in the System for Award Management (SAM).

SECTION 2. TERM OF CONTRACT. The term of this contract shall be from October 1, 2024 to the earlier of September 30, 2025 or upon exhaustion of Contract Amount, unless terminated sooner in accordance with sections 7 or 8 of this Agreement.

SECTION 3. PERSONNEL.

1. ST. VINCENT DE PAUL shall provide, at its own expense, all personnel necessary to perform all required work and services under this agreement.

2. ST. VINCENT DE PAUL shall take reasonable precautions in the selection of individuals performing services under this agreement to ensure their honesty, courtesy, ability and fitness. ST. VINCENT DE PAUL shall ensure that no solicitations for donations or religious purposes are made to any person by any of its personnel, whether volunteer or employee, other than for services within the scope of this contract.

3. Any person employed by the CITY may not be hired by ST. VINCENT DE PAUL 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. ST. VINCENT DE PAUL will provide adequate supervision over the services performed under this Agreement, and all personnel engaged in the work shall be fully certified and qualified and shall be permitted under the State and local law to perform such services.

SECTION 4. ASSIGNMENTS AND SUBCONTRACTS. ST. VINCENT DE PAUL may not assign or subcontract any part of the work without the prior knowledge and written consent of the CITY. Any assignments shall be mutually agreed upon by ST. VINCENT DE PAUL and the CITY, and the assignee will be required to execute an assumption agreement with the CITY. Such assumption agreement must be approved by City Council for the City of Warren to be valid. Even if any of the work is assigned or subcontracted, ST. VINCENT DE PAUL shall not be relieved from its responsibility to perform under this Contract.

SECTION 5. COMPENSATION.

1. ST. VINCENT DE PAUL shall be reimbursed for the actual cost of the Emergency Living Expense, as defined in Section 1.1, provided to the Program Recipients. ST. VINCENT DE PAUL shall submit invoices to the CITY at least quarterly. The invoices shall be accompanied with copies of the paid receipts, a completed *Affidavit of Eligibility* for each Program Recipient attached hereto as Exhibit B, and completed *Summary Reports* attached hereto as Exhibit C. The final invoice for the contract period and the required reports must be submitted within sixty (60) days after the end of the contract September 30.

2. During the term of this contract, the total reimbursement to be paid by the CITY shall not exceed the maximum of $30,000.00 (Contract Amount).

3. Any donations received by ST. VINCENT DE PAUL from Program Recipients shall be deducted, in the same period it is received, from the invoices submitted to the CITY.

SECTION 6. INSURANCE.

ST. VINCENT DE PAUL 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 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
$1,000,000 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 37th 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 ST. VINCENT DE PAUL 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 all 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 ST. VINCENT DE PAUL'S obligations to provide indemnification for damages or injuries in excess of such coverage.

SECTION 7. TERMINATION FOR CAUSE. If, for any cause, ST. VINCENT DE PAUL 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 ST. VINCENT DE PAUL of such termination and specifying the effective date thereof, at least five (5) days before the effective date of termination.

Upon termination, ST. VINCENT DE PAUL 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 ST. VINCENT DE PAUL for the purpose of set off until such time as the exact amount of damages from ST. VINCENT DE PAUL is determined. St. Vincent de Paul shall not commit to the expenditure or incur any Program expense after the receipt of the termination notice.

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 ST. VINCENT DE PAUL. 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 contract is terminated for convenience or loss of funding, ST. VINCENT DE PAUL 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. St. Vincent de Paul shall not commit to the expenditure or incur any Program expense after the receipt of the termination notice. If this contract is terminated due to the fault of ST. VINCENT DE PAUL, Section 7 shall apply

SECTION 9. FINDINGS CONFIDENTIALITY. Upon termination or expiration of this Agreement, all finished or unfinished documents, data, studies, surveys and reports prepared by ST. VINCENT DE PAUL shall be transferred to the CITY. In addition, all reports and information which ST. VINCENT DE PAUL prepared or used under this Agreement are confidential and shall not be made available to any individual, group or organization without the prior written approval of the CITY.

SECTION 10. CHANGES. Any changes in services, including any increase or decrease in the amount of compensation, shall be mutually agreed upon by ST. VINCENT DE PAUL 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, ST. VINCENT DE PAUL, and its officers, employees, agents and volunteers are independent contractors and are not officers, employees or agents of the CITY. ST. VINCENT DE PAUL 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, ST. VINCENT DE PAUL and not the CITY, shall be responsible for the acts or omissions of its members and employees.

Any involvement by the CITY in the implementation and/or administration of this Agreement is for the sole purpose of ensuring compliance with HUD and the Community Development Program goals and procedures, and shall not give rise to any employment, agency or contractual relationship with any of ST. VINCENT DE PAUL's employees or agents, or any Program Recipient.

SECTION 12. INDEMNITY. ST. VINCENT DE PAUL, at its sole cost, shall indemnify, defend and hold harmless the CITY, and its officers, employees, agents, commissions and boards for and from any liability, claims, demands, losses, judgments, suits, and expenses (including reasonable attorney fees) for any personal injury, property damage or death arising out of or related to the performance of this Agreement, whether caused by ST. VINCENT DE PAUL or any of its directors, employees, volunteers, agents, contractors, or subcontractors.

ST. VINCENT DE PAUL's obligation to indemnify, defend and hold harmless shall include, without limitation, the failure to comply with any federal, state or local law, ordinance or regulation.

ST. VINCENT DE PAUL shall also indemnify, defend and hold the CITY harmless from and for any employment claim including, without limitation, claims related to workers compensation, insurance rights or liabilities, pension rights or liabilities, or employment compensation. ST. VINCENT DE PAUL shall indemnify the CITY for any funds which are required to be repaid by the CITY to the U.S. Department of Housing and Urban Development as a result of ST. VINCENT DE PAUL's violation of Community Development Block Grant Program rules through the implementation of this Agreement.

These indemnification provisions shall survive termination or expiration of the Contract.

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:

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

and to ST. VINCENT DE PAUL as follows:

Society of St. Vincent de Paul
Van Elslander Family Center
3000 Gratiot
Detroit, MI 48207

SECTION 14. COMPLIANCE WITH LAWS. ST. VINCENT DE PAUL shall comply with all applicable laws, ordinances and codes of the federal, state and local governments at all times when carrying out the terms of this contract 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 contract are for convenience only and shall not be used to construe or interpret the scope or intent of the contract 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. ST. VINCENT DE PAUL shall maintain written records that document income eligibility and services delivered through the expenditure of the Program Funds. In addition, these records shall indicate the circumstances under which the services were requested and delivered and the amount of Program Income ST. VINCENT DE PAUL received, if any, from the Program Recipient. These records shall be made available to the CITY or to representatives of the U.S. Department of Housing and Urban Development.

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

SECTION 17. FEDERAL AUDIT REQUIREMENTS, RECORDS, AND AUDITS. ST. VINCENT DE PAUL 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.

ST. VINCENT DE PAUL shall allow the CITY, or any authorized representative thereof, to inspect or audit these records, at any time upon request. ST. VINCENT DE PAUL 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 ST. VINCENT DE PAUL shall be in compliance 2 CFR part 200, Uniform Administrative Requirements, Cost Principals, 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, ST. VINCENT DE PAUL agrees as follows:

1. ST. VINCENT DE PAUL 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. ST. VINCENT DE PAUL 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, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
   ST. VINCENT DE PAUL agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. ST. VINCENT DE PAUL shall in all solicitation or advertisements for employees placed by or on behalf of ST. VINCENT DE PAUL state that all qualified applicants shall receive consideration for employment without regard to 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

3. ST. VINCENT DE PAUL 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. ST. VINCENT DE PAUL 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. ST. VINCENT DE PAUL 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 ST. VINCENT DE PAUL, 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 ST. VINCENT DE PAUL 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.

SIGNATURES

Signed in the presence of:

_____

_____

_____

_____

_____

CITY OF WARREN:

By: _____
Lori M. Stone, Mayor

Date: _____

By: _____
Sonja Buffa, City Clerk

Date: _____

ARCHDIOCESAN COUNCIL OF THE SOCIETY OF ST. VINCENT DE PAUL

By: _____

Date: _____

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

September 17, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

Re: Proposed Resolution Authorizing Lease Agreement between Cellco Partnership d/b/a and Verizon Wireless and City of Warren and City of Warren Downtown Development Authority and Grant of Easement Police Corridor Communications Tower

Dear Council Secretary Moore:

Attached please find the above-referenced proposed resolution to approve a lease with Cellco partnership d/b/a Verizon Wireless ("Verizon") to provide telecommunications signals from the communications tower located in the corridor between the Police Administration Building and 37th District Court.

The lease is for a 10-year term, with the option to renew for three (3) five-year renewal terms with approval from Council. Verizon will pay a $10,000.00 administrative fee, and annual rent of $30,000, with annual escalations of 1.5%, commencing in Year 3. In addition, Verizon will maintain its existing storage shelter, and allow the Police Department to use the shelter on an as-needed basis. The lease includes a holdover rental payment of 125% of the annual rent.

Verizon will be upgrading its equipment to improve coverage and speed for voice, data and GPS services. Verizon attorney Jonathon Crane will be available at the Council meeting, and will explain the services that the equipment will support. The approval includes a utility easement for the fiber and electricity. The DDA will approve the lease separately, as title owner.

If acceptable, please submit the proposed resolution and corresponding agreement to Council for its meeting on Tuesday, September 24, 2024.

Respectfully,

Mary Michaels
Acting City Attorney

MM Ltr to M Moore re Verizon cell tower lease ID 107864
Attachment
cc: Jonathon R. Crane, Esq., Verizon
Tom Bommarito, DDA Director
Captain James Wolfe, Police Administration
Richard Fox, Controller
Kristina Battle, Budget Director
David Smith, Accounting Supervisor

Approved:

Lori M. Stone, Mayor

RESOLUTION APPROVING LEASE WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR COMMUNICATIONS TOWER BETWEEN POLICE ADMINISTRATION AND 37TH JUDICIAL COURT BUILDINGS AND GRANT OF UTILITY EASEMENT

At a regular meeting of the City Council of the City of Warren, County of Macomb, State of Michigan, held on September 24, 2024, _____ Time, in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons _____

_____

_____

ABSENT: Councilpersons _____

_____

The following preamble and resolution were offered by Councilperson _____

_____ and supported by Councilperson _____.

Cellco Partnership d/b/a Verizon Wireless ("Verizon") is a telecommunications service provider that wishes to continue to lease the City's communications tower located between the Police Administration Building and the 37th District Court Building ("Communications Tower").

The site will be used to provide telecommunications signals and data connectivity for Verizon wireless service customers. The antenna will be upgraded to improve service coverage and expand services.

The communications tower is located on land in the City Center District, which was conveyed to the City of Warren Downtown Development Authority (DDA), subject

to the reservation of rights by the City of Warren ("City"). The subject land is described in the attached Exhibit A ("Property").

The proposed lease is for an initial ten year term, with up to three additional five year renewal terms, upon mutual agreement of the parties. The annual rent will escalate by 1.5 percent each year. The City reserves the right to occupy the tower for public safety and public service purposes.

The document includes an easement for the fiber and utilities to service the tower, subject to City Engineer approval of the easement area and construction plan.

The Downtown Development Authority ("DDA") will review and approve the lease separately.

THEREFORE, IT IS RESOLVED, that the proposed Lease Agreement between Verizon and City of Warren and the City of Warren Downtown Development Authority is approved, on terms consistent with this resolution.

IT IS FURTHER RESOLVED, that the City grants to Verizon New Cingular a utility easement on the area attached as Exhibit A to this Resolution, and ingress and egress along, to, over, or under the Property for purposes of servicing Verizon, and otherwise in such form approved by the City Engineer and City Attorney.

IT IS FURTHER RESOLVED,that the Mayor and City Clerk are authorized to execute the lease, or any incidental documents or consents behalf of the City of Warren, and in such form that meets with the satisfaction of the City Attorney. The Police Commissioner or designee may execute such agency forms incidental to the lease administration, including regulatory forms that may be required by the FAA and FCC.

IT IS FURTHER RESOLVED, that the Mayor and City Clerk are authorized to execute a memorandum of lease agreement for recording with the Macomb Register of Deeds, in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that funds are deposited into General Fund Telecom Leases Account No. 101-008067913

AYES: Councilpersons: _____

_____

NAYS: Councilpersons: _____

_____

RESOLUTION DECLARED ADOPTED this 24th day of September, 2024.

_____
MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on September 24, 2024.

_____
SONJA BUFFA
City Clerk

ID 97005

Lessee Site: 850 12 Mile & Van Dyke
Lessee Site ID: 5000300668
Rev. Date: 8/06/2024

EXHIBIT A

LEGAL DESCRIPTIONS

Property address: 29900 Civic Center, Warren, MI 48093
Tax ID No.: 12-13-10-301-017

Revised variable width easement for ingress and egress and public utilities (excluding gas):

Commencing at the West 1/4 corner of Section 10, T1N, R12E, City of Warren, Macomb County, Michigan, thence along the West line of said Section 10, said line also being the centerline of Van Dyke Avenue, S 00°05'00" E 100.00 feet; thence N 89°54'00" E 1314.52; thence S 00°06'00" E 224.11 feet to the POINT OF BEGINNING:

thence N 89°54'00" E 20.00 feet;
thence S 00°06'00" E 120.00 feet;
thence S 89°54'00" W 37.00 feet;
thence N 00°06'00" W 83.17 feet;
thence N 89°54'00" E 17.00 feet;
thence N 00°06'00" W 36.83 feet to the POINT OF ENDING; being part of the Southwest 1/4 of Section 10, T1N, R12E, City of Warren, Macomb County, Michigan; containing 3,814 sq. ft.; except any part taken, deeded or used for public road purposes and subject to easements and restrictions of record, if any;

Fiber optic easement:

A 6 foot wide easement for public utilities (fiber optic line), said easement being described as follows:

Commencing at the W 1/4 Corner of Section 10, T1N, R12E, City of Warren, Macomb County, Michigan, thence S 00°05'00" E 100.00 feet along the West line of said Section 10 also being the centerline of Van Dyke Avenue; thence N 89°54'00" E 1323.30 feet to the POINT OF BEGINNING:

thence N 00°21'48" W 63.50 feet;
thence N 89°38'12" E 187.00 feet;
thence S 00°21'48" E 6.00 feet;
thence S 89°38'12" W 181.00 feet;
thence S 00°21'48" E 333.99 feet;
thence S 89°55'24" W 6.00 feet;
thence N 00°21'48" W 35.56 feet;
thence S 89°38'12" W 9.88 feet;
thence N 00°06'00" W 6.00 feet;
thence N 89°38'12" E 9.86 feet;
thence N 00°21'48" W 234.90 feet to a POINT OF BEGINNING of said easement for public utilities (fiber optic line); containing 3,185 sq. ft.; being a part of the Southwest 1/4 of Section 10, T1N, R12E, City of Warren, Macomb County, Michigan; subject to easements and restrictions of record, if any.

Lessee Site: 850 12 Mile & Van Dyke
Lessee Site ID: 5000300668
Rev. Date: 8/06/2024

LEASE AGREEMENT BETWEEN CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS (LESSEE) AND CITY OF WARREN AND CITY OF WARREN DOWNTOWN DEVELOPMENT AUTHORITY (LESSOR

This Lease Agreement ("Lease") is made the _____ day of _____, 2024, (the "Effective Date") between City of Warren, a Michigan municipal corporation, located One City Square, Warren, Michigan 48093 ("City"), City of Warren Downtown Development Authority ("DDA"), a Michigan municipal corporation, whose address is One City Square, Suite 200, Warren, Michigan 48093 ("DDA"), and, Cellco Partnership, a Delaware partnership d/b/a Verizon Wireless, with a principal address of One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

STIPULATIONS

1. The DDA is the owner of the real property located at 29900 Civic Center, Warren MI 48093 described in Exhibit A ("the Lease"), which is attached to and incorporated by reference into this Lease ("the Property"). Such Property includes a certain communications tower, as depicted in Exhibit B ("the Tower").

2. The City/DDA represent that they own the Tower and manage and maintain its operations upon the Property. The Property is adjacent to the City's Police Administration Building and the 37th Judicial District Court, and the public walkways and parking areas to or from such buildings. The DDA or the City of Warren, through its authorized designees may act on behalf of Lessor.

3. Lessee is a telecommunications provider wishing to lease space upon the Tower and Property for purposes of transmitting wireless signals, and to provide for the ingress and egress of public utilities and to construct its fiber that services its equipment on the telecommunications cell tower and Property.

4. References to Lessor in this document shall mean the DDA and the City of Warren unless the party is referred to individually.

THEREFORE, in consideration of the mutual promises of the parties as contained in this document, Lessee and Lessor agree as follows:

1. The City/DDA represent that they own or control the Tower. Subject to the terms of this Lease, Lessor leases to Lessee and Lessee leases from Lessor certain space on the Tower and the Property for the installation, maintenance of Lessee's equipment, antenna, conduits, cable, connections, utilities and other necessary items, and an equipment shelter in accordance with the Plan and Configuration attached as Exhibit C and Exhibit C-1, all of which shall be referred to as the Facilities or Premises.

2. The Property and Tower may only be used for the intended purpose of transmission and receipt of wireless communication signals, as defined by the Telecommunications Act of 1996, as amended No part of the Lease Area may be sub-let or used by a third party unless such third party obtains separate approval from Lessor or is a wholly owned subsidiary or affiliate of Lessee. All activities upon the Property, including the Tower, and

the equipment shall be conducted or operated in a lawful manner in accordance with applicable laws

3. This Lease shall be in effect as of the Effective Date for an initial term of ten (10) years (the "Initial Term"). The Lease may be renewed for three (3) additional five-year terms on mutual agreement of the parties.

4. The Lessee shall make annual payments in the amounts shown in the schedule shown in Exhibit D (the "Rent"). Rent will commence on the first day of the month following the date of full execution of this Lease. (the "Rent Commencement Date").

5. Termination. This Lease may be terminated, without penalty or further liability, as follows:

   a. By either party, on thirty (30) days' prior written notice, if the other party remains in default under Section 24 of this Lease after the applicable cure periods;

   b. By Lessee upon written notice to Lessor, if Lessee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Facilities now or hereafter intended by Lessee; or if Lessee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

   c. By Lessee, upon written notice to Lessor, if Lessee determines within 90 days' of the Effective Date, that in its sole discretion, due to the title report results, survey results, or structural analysis report that the condition of the Premises is unsatisfactory for its intended uses;

   d. By Lessee upon written notice to Lessor for any reason or no reason, at any time prior to commencement of equipment modification by Lessee;

   e. By Lessee upon sixty (60) days' prior written notice to Lessor for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Lessee under the termination provision contained in Section 43 Casualty or Condemnation of this Lease;

   f. By Lessor if Lessee fails to construct within 1 year of the Effective Date; and

   g. By Lessor, if Lessee abandons the Facilities by failing to operate services or to maintain or repair the Facilities for a period of ninety (90) days. Upon termination or expiration of the Lease, the Lease may become a month-to-month Lease on the terms and conditions of the Lease, until Lessee vacates the Premises and removes its Facilities, except that the Rent shall increase by 125% of the rent in effect at the end of the Lease term, and shall apply for the period of holdover occupancy.

6. Lessee will continue to occupy the shelter existing upon the Property, as shown in the attached plan ("Shelter"). Lessor shall be responsible for all maintenance of the shelter, and for repairing or replacing any damage to any part of the structure or interior of the Shelter, including windows, entries, shelving, painting, walls, utilities, and holds Lessor harmless for any damage, theft, loss or fire or peril unless solely caused by Lessor.

7. Lessee may install antennas, equipment and service cables, and an equipment shelter as detailed in Exhibit C and Exhibit C-1 ("Facilities"), subject to this Agreement. Lessee shall meet the requirements of and obtain the approvals identified by the Planning Director prior to construction.

8. For future modifications following construction, Lessee will seek site plan approval as may be required by the Planning Director. In the course of its installations, Lessee will make minor repair or replace any structural damage at or up the Tower, and keep the Lessor advised of major damage or defects. Lessor grants a utility and access easement to Lessee for electric power and telecommunications, access over, under, along or to, the Property in the Easement Area depicted in the Exhibit C, for the purposes of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Such utility facilities may not be leased or used by third parties without separate approvals of the City of Warren. All easement work shall be by licensed contractors, with applicable permits, and performed according to the standards of this Lease, and all property damaged during such work must be restored and repaired to original condition.

9. Lessee has inspected the Tower and Property and accepts "as is", and has performed the structural analysis, and determined the Tower is structurally feasible to withstand its Facilities and any installation, maintenance and operation. Lessor makes no representation as to the suitability of the Tower for Lessee's intended purposes.

10. Minor modifications may be made upon submitting plans to the Planning Director. Amendments requiring formal zoning approvals will be based upon current law. The Lease allows Lessee to make future amendments to its telecommunications facilities, provided the width or height does not exceed the threshold provided in MCL 125.3404.

11. Within sixty (60) days after its execution of this Lease, Lessee shall pay to Lessor a non-refundable one-time lump sum signing fee of Ten thousand and 00/100 Dollars ($10,000.00) which shall be considered additional rent.

12. As part of the consideration for this Lease, Lessee shall in coordination with Lessor's Police Department and other tenants of the Property, modify and install its equipment to meet any current FAA, FCC or Federal, state or local laws.

13. Lessee agrees and understands that its use of the Tower is non-exclusive and is shared by Lessor, as well as other parties that may be granted rights of occupancy on the Tower. The Property is used for public purposes, and use and access is shared with Lessor. This lease is subject to the Lessor's exercise of the police powers in the interest of the public health safety or welfare. Lessee understands that Lessor reserves the right to occupy the tower for public safety or public service purposes.

14. Lessee shall pay any charges for water, electric or gas utilities consumed by Lessee, and shall pay any personal property taxes for its equipment and assessments attributable to its equipment or use of the Property or Tower. Lessee is responsible for filing all forms, statements, and following the process required by the Lessee's Assessor and ordinances and statures pertaining to the assessment and payment of taxes. For any tax amount for which Lessee is responsible under this Lease, Lessee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, provided that prior to filing an appeal of an assessment with the Michigan Tax Tribunal, Lessee shall first contact Lessee's Assessor to discuss the assessment, and attempt to resolve any discrepancies Lessor shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written notice to Lessee, as long as the split, bifurcation, separation or division does not materially impair Lessee's Access, Lessee's use of the Premises or the Premises as shown in Exhibit C and Exhibit C-1. Any tax-related notices shall be sent to Lessee in the manner provided by Lessor's procedures. Any unpaid water or tax charges will be Additional Rent, and payable with the next month's rental payments the first of the month following the charge.

15. Approvals. If Lessee performs any work upon the Property, all work shall be subject to, and shall be performed in compliance with the terms of this Lease. Lessee, at its expense, shall procure the necessary permits for the work. Lessor authorizes Lessee to prepare, execute and file all required applications to obtain government approvals for Lessee's permitted use under this Lease and agrees to reasonably assist Lessee with such applications and with obtaining and maintaining the government approvals, provided Lessee provides Lessor with an advance copy of the application and copy of any government approval. Upon Lessor's request, Lessee will revise the applications to the extent needed to protect or accurately represent Lessor's interests or property. In addition, Lessee shall have the right to initiate the ordering and/or scheduling of necessary utilities, in coordination with, and subject to requirements of the City Engineer, other than that which is described and/or depicted on Exhibit C and Exhibit C-1. It is understood that no pedestals, structures, underground equipment or shelters may be erected or installed without separate approval of the City of Warren and/or the DDA, such approval not to be unreasonably withheld conditioned or delayed. Lessee agrees that it will seek zoning approval for any change that exceeds the thresholds under Act 143 of Public Acts of 2012. This approval gives no rights of co-location or expansion.

16. Lessee accepts the Tower, "as is", and finds it in satisfactory condition for the purposes intended under this Lease.

17. Lessor represents, to the best of its knowledge, that:

    a. Lessor DDA solely owns the Property as a legal lot in fee simple, and the City controls the Tower;

    b. The Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, following this Lease, and which would adversely affect Lessee's Permitted Use and enjoyment of the Premises under

this Lease, and before entering into a lease after Effective Date, Lessor will provide notice to lessee;

c. Lessor's execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Lessor; and

d. If Lessor has knowledge of the Property becoming encumbered by a deed to secure a debt, mortgage or other security interest, then Lessor will make commercially reasonable efforts to secure a mutually agreeable subordination, non-disturbance and attornment agreement executed by Lessor and the holder of such security interest. Lessee may request a title report at its expense, and if such report does not demonstrate fee title by either DDA or City of Warren, Lessee will produce report to Lessor within ten (10) days of its receipt of the report. At Lessor's option, Lessor will provide notice to Lessee of its intent to file an action to clear title, which must be filed within twenty (20) days, or to terminate this Lease, with no further obligation of the parties. If an action is filed, neither party will terminate this Lease, unless such action fails to vest title to Lessor.

18. Lessee, for itself, Cellco Partnership d/b/a Verizon Wireless, and their subsidiaries, parents, officers, members, employees, agents, and contractors (collectively, for purposes of this section, "the Lessee" or "Indemnifying Party"), agree as follows:

a. Lessee agrees to be responsible for and shall hold harmless and indemnify the City of Warren and City of Warren Downtown Development Authority and their officers, employees, boards and commissions ("Protected Parties") from any liabilities, demand, cause, injury and damage alleged by third parties, directly arising out of or directly related to the installation, operation, maintenance, repair, replacement and/or removal activities within the Facilities, or any use and occupancy of the Facilities, whether caused by Lessee, or any of its contractors, employees, or sub-lessees or agents, except to the extent attributable to the gross negligence or intentional act or omission of the Protected Parties. Lessee shall hold harmless the Protected Parties from any damage, injury, destruction, repairs or liabilities caused to Lessee or any of its parent, subsidiaries or affiliates, or to any of its contractors, suppliers, employees, or any of its sub-lessees or any other entity occupying the Facilities through Lessee. During the installation of Lessee's equipment, Lessee will provide information and otherwise cooperate with the City or any of the Protected Parties by identifying and locating the party responsible for and/or the specific cause of any damage or injury caused by an Indemnifying Party, to the City, other Protected Parties, or third persons or third party tenants of the Tower. Liabilities, under the section, shall include costs, expenses, actual attorney fees and liabilities for personal injury or property damage to a third party.

b. Lessee (assumes all risk for dangerous conditions, and shall indemnify and hold harmless the Protected Parties for and from any injury, including death, damage or loss that may occur to any property or to any person or contractor performing work for Lessee or. in connection with the use or occupancy of the Property or Tower, or inherently dangerous conditions associated with work at or about the

Tower. Lessee assumes all risk of loss or injury arising out of, or related to, any activity or work, related to the installation or maintenance of the Modifications, or occupancy of, at or upon the Tower or the Property.

c. The Lessee shall be responsible for, and shall hold harmless and indemnify, the City of Warren and the DDA, and their officers employees, boards and commission from any liabilities, demand, cause, injury and damage, arising out of or related to the installation, operation, maintenance, repair, replacement and/or removal of the Facilities or use or occupancy of the Tower or Property, including the Easement Area, whether caused by Lessee, or any of its contractors, employees, or sub-lessees. Lessee shall hold harmless the Protected Parties from any damage, injury, destruction, repairs or liabilities caused to Lessee, and any of its parent, subsidiaries or affiliates, or to any of its contractors, suppliers, employees, or any of its sub-lessees or any other entity occupying within the Property, Tower or Relocated Easement Area through Lessee. Lessee will provide information and otherwise cooperate with Lessor or any of the Protected Parties by identifying and locating the party responsible for and/or specific cause of any damage or injury caused to Lessor, Protected Parties, third persons or third party property owners. Lessee shall remove any offending activity or sub-lessee or take action to mitigate future damage or injury caused by its activities or the activities of its sub-lessees or contractors. Liabilities, under this section, shall include costs, expenses, actual attorney fees and liabilities for personal injury or property damage, including damage to property of the Lessor and of any other person, entity or third party. However, Lessee shall not be responsible for any claims resulting from the gross negligence or willful misconduct of Lessor. The terms "Lessee" and "Lessor" shall include their designees, agents, successors and employees, and contractor performing work in connection with the Facilities. The term "Lessee" shall also include any of its sub-lessees, including without limitation, any contractor performing work in connection with the Facilities, Tower or any work, use of, occupancy or activities in connection with the Lease, or the Lease. Nothing in this clause shall be construed to limit Lessee or Lessor's defenses and rights, including the right to assert a claim of governmental immunity. Further, nothing in this clause shall impose any obligation on Lessee if the responsible party is the Lessor, DDA, other governmental entity, office agency, person or employee of Lessor.

d. The indemnification and hold harmless obligations in this Agreement shall survive termination or expiration.

19. Interference. Prior to or concurrent with the execution of this Lease, Lessor has provided or will provide Lessee with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Lessee shall not electronically or physically interfere with the transmission or receipt of signals by Lessor, or Lessor's existing Lessees or licensees as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

20. Lessee shall not interfere with Lessor's or Lessor's licensees, contractors or invitees access upon, to or from the Property or the noted public buildings or their walkways,

paths or parking lots. In the event of any interference, Lessee shall eliminate the interference within twenty-four (24) hours of notice from Lessor (except for intermittent testing to determine the cause of such interference), or immediately in the case of interference with property access Lessor will not grant, after the date of this Lease, a lease, license or any other right to any third party, if exercise of such grant will materially interfere with the properly installed or operated Facilities, the operations of Lessee or the rights of Lessee under this Lease. This will not apply to pre-existing tenants, or their modifications or upgrades. In the event Lessee demonstrates interference by a new tenant, Lessor will take proactive measures to eliminate the interference. Lessee will cooperate with Lessor and the third party to specify the remedial action needed to eliminate the interference, provided such measures are customary to industry standards and service. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate communications equipment on the Property, and Lessee will coordinate with such third party any measures for the proposed equipment to be compatible with the Lessee's equipment.

21. The Facilities and Lessee's activities upon the Property or Tower will not materially interfere with the use or rights of the City of Warren, 37th Judicial District Court or the Police Department operations or frequencies or any other entity or occupying the Tower as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. If any equipment or any other property, whether belonging to the City, another tenant of the Tower or any other third party is damaged by Lessee or any of its contractors or agents, Lessee shall immediately contact the owner of such property with equipment (including any third-party lessee or utility providing provide with equipment upon the tower or surrounding property), and shall be responsible for, at such property owner's option, either: (i) the repair or replacement of such equipment or property, as the case may be, or (ii) the cost to repair or replace such equipment or property, if such damage is caused by Lessee or any of the Lessee's contractors or agents.

22. Upon completion of the Facilities, Lessee shall provide to Lessor certification of compliance with FAA radioactive frequency emissions, and upon request thereafter. up to one time per twelve month period.

23. All portions of the Facilities brought onto the Property by Lessee will be and remain Lessee's property and, at Lessee's option, may be removed by Lessee at any time during the Term, upon notice to and in coordination with the City Engineer. Within One Hundred Twenty (120) days after termination or expiration of this lease, Lessee shall, remove the Facilities, and return Lessor's Tower and the Premises in good, usable condition, and shall remove Lessee's equipment from its shelter if such equipment may be removed without damaging other parties' equipment. The Premises shall be restored to its original condition, reasonable wear and tear excepted, as directed by the City. At Lessor's discretion, Lessee shall either remove or abandon rights to or in the shelter, and assign any warranties or maintenance instruction or manuals to Lessor as they may pertain to the shelter or remaining equipment. If the shelter is not removed, Lessee will provide an inventory of the remaining equipment and instructions as to its functions, or will remove its equipment from the interior. In the event Lessor orders removal of any equipment or the shelter, Lessee shall remove the equipment or shelter and restore or replace any property disturbed or damaged, within one hundred eighty (180) days of

notice from Lessor, and upon failure to do so, upon Lessor's sole option, Lessor may cause the removal and assess the reasonable costs of removal and restoration to Lessee.

24. Default. Any of the following occurrences, condition or acts shall be deemed a Default under this Lease and this Lease may be terminated: a) if Lessee fails to pay monetary amount due under the lease within thirty (30)days of its receipt of written notice that the payments are due; or b) if either party fails to observe or perform in any material response any non-monetary obligation under this Lease and does not cure such failure within forty-five (45) days from its receipt of written notice of the breach; or if the breach if of such a nature that it cannot be cured within the forty-five (45) day period and thereafter continuously and diligently pursues completion within a reasonable time thereafter. Lessor and Lessee's rights shall be cumulative under this Lease, and nothing in this Lease shall limit Lessor or Lessee from pursuing other rights allowed by law or equity.

25. Modifications. Subject to the terms of this Lease, including the conditions below, Lessee shall have the right to add, modify, maintain or change its antennas, conduits, cables, equipment or connections to equipment, including existing service lines necessary service the Facilities. All such installations or construction shall be in accordance with an amended Plan and Specification, showing the change, and submitted at least sixty (60) days in advance of the planned work to Lessor's Planning Director for administrative approval, such approval not to be unreasonably withheld, conditioned or delayed, or if the change is of such a nature that requires formal approval of a zoning body, Lessee will obtain prior zoning approval, which shall not be unreasonably withheld. Such changes include utility changes, modifications to antennas, conduits, cable and connection or other equipment.

26. Occupancy and Construction Conditions. In addition to any term or condition of the Lease, all work on or about the Property shall be performed, and the Facilities shall be maintained on or about the Property or Tower, in compliance with the following conditions:

a. Lessee shall keep and maintain in good condition and repair the Facilities, including its equipment shelter, and all Facilities shall be installed, maintained and operated in compliance with all applicable laws, codes and ordinances and this agreement.

b. Lessee agree to agrees to identify with flags or other visible marks the location of any utility or underground facilities, and to provide the Lessor's Engineer with complete as-built site maps within thirty (30) days of this Lease or upon completion of any new construction or installation, and shall provide the Police Department and Engineer with an inventory of all equipment within the shelter.

c. All work performed in or about the Property or upon the Tower or shelter shall be in compliance with applicable laws, codes, regulations and laws, and with applicable permits. Lessee is responsible for scheduling inspections. All conditions of permits shall be satisfied, whether the work is performed by Lessee, a third party, contractor, or utility service company.

d. Lessee will identify all personnel and contractors performing work within the Property, and Lessee, and its employees, contractors and agents shall otherwise comply with reasonable requests and procedures of the Court Administrator, Police Captain, or the DDA Director.

e. Upon their execution of this Lease, each Party shall provide the other with a live emergency contact who may be available 24/7, and a contact to address scheduling and administrative matters.

f. Any work or maintenance on the Facilities or within the Property, including utility work or maintenance, will not materially interfere with the use or rights of the City of Warren, its police department, the 37th Judicial District Court, or their invitees, contractors, licensees or tenants or third party using or occupying the Tower, or Property. If any equipment or any other property, whether belonging to the City or a third party is damaged by Lessee or any of Lessee's contractors or agents, Lessee shall immediately contact the owner of such property or equipment (including any third-party lessee or service provider with equipment upon the Tower), and shall be responsible for, at such property owner's option, either (i) the repair or replacement of such equipment or property, as the case may be, or (ii) pay to such owner his, her or its cost to repair or replace such equipment or property, regardless of whether such damage is caused by Lessee or any of Lessee's contractors or agents. If such damage is not repaired or replaced, Lessor, may in its sole discretion, repair or replace such damaged property, upon ten (10) days' notice to Lessee, and Lessee shall pay such costs to Lessee within forty-five (45) days of a written statement of costs.

g. The installation, operation, maintenance or replacement of the Easement work, and restoration or repairs to the Easement Area shall be at the sole expense and cost of Lessee.

h. In the event of disturbance to surface areas, Lessee shall immediately backfill and grade, on a daily basis, all surface, driveways, parking lots and sidewalk areas located upon or adjacent to the Property, until such time as final restoration of the affected areas occurs, pursuant to City's engineering standards, and shall immediately backfill, fence or barricade all excavations on the Property to ensure safety.

i. Secure all equipment and materials during non-working hours so as to prevent access by any licensees, invitees, guests or trespassers.

j. No obstructions or impediments to access, use, ingress and egress over, under, through and across the Property, including adjacent parking lots walkways, tunnels, corridors between the court and police department and to or from the parking areas, including keeping open access to or from the north parking lot.

k. Conduct its work in a manner to ensure minimal interference or disruption of Lessor, pedestrians and third parties, tenants or invitees. Lessee agrees that gas service to the 37th Judicial Court Building will not be disrupted except as

coordinated in advance with the Court Administrator and occur on a Saturday or a day the Court is not in session, unless otherwise agreed to by the Court Administrator or Police Commissioner.

l. Contact Miss-Dig to prevent disruption to existing utilities and underground occupants.

m. At all times throughout the Term of this Lease, and at no additional charge to Lessee, Lessee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to, and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Facilities and any utilities serving the Premises, provided such access does not interfere with public or City's use of the Property. Lessee will provide Lessor with a minimum of seven days' advance notice of any scheduled installation, repair, replacement and maintenance work within the Property to the Court Administrator, 8300 Common Rd., Warren, Michigan 48093 or via agattariross@37thdistrictcourt.org, the City Engineer, One City Square, Suite 300, Warren, Michigan 48093 or via tgaphshes@cityofwarren.org and @cityofwarren.org; and Police Administrative Services Captain, at 29900 Civic Center Dr., Warren, Michigan 48093 c/o scampbell@warrenpd.org; and to their emergency numbers to be provided to Lessee upon Lessor's signature of the Lease. In the event of an emergency, Lessee shall have 24 hour per day, seven day per week (24/7) access to the Premises and shall provide immediate notice of an emergency and the work to be performed to each party in this section by e-mail and phone number listed in the Notice section.

n. During any activities or work contemplated under this Lease, Lessee shall keep the Property and property affected by its activities in a neat and clean condition, free from debris, dirt, signs, holes, construction equipment and vehicles, except as may be permitted by the City Engineer.

o. Upon execution, Lessee shall provide Lessor's Engineer with its contact person and phone number for the person who will be available to respond to emergencies or other issues on a 24/7 basis, and will provide notice of any change in such contact.

p. Lessee shall remove equipment and materials following its work each day, except as otherwise permitted by the City's Police Captain or Court Administrator, or his or her designee, and any damages caused during the performance of any work on the Tower or Property is repaired or replaced. If such equipment and items are not removed, the Lessee, after notice, cause such removal.

q. Lessee will not enter into any financing arrangement to encumber, lien, or cause a security interest or mechanic's lien in any part of the Facilities, Property, or Tower, without the advance approval of the City's Economic Development Director. If any mechanic's lien or other lien, charge or order for payment of money is filed as a result of the act or omission of Lessee in connection with this

Lease, Lessee will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("Secured") within sixty (60) days after notice from Lessor thereof. If Lessee fails to cause the lien or encumbrance to be Secured within the sixty (60) day period, then Lessor will be entitled to do so at Lessee's expense The City and Property shall be protected and indemnified from any liens or claims of contractors, suppliers or laborers. In the event of a claim against the City, the City may, upon fifteen (15) days' notice to Lessee, pay such amount and draw the amount from any engineering bond or escrow or performance bond held by the City. No security interests or encumbrances are permitted upon any Property.

27. Upon completion of construction and with each amendment to this Lease, Lessee will provide written certification that all equipment and antenna(s) complies with all applicable Federation Communications Commission ("FCC") rules, regulations and all other applicable federal, state and local regulations, codes and laws, including the collective wattage of radiated power range is calculated to be at or below the range per sector that is permitted by the FCC and Federal Aviation Administration ("FAA").

28. Upon completion of future modifications, Lessee shall submit to the Warren Planning Department a revised site plan showing the existing and new equipment.

29. Insurance. Upon execution, Lessee furnish Lessor with a certificate of insurance evidencing insurance in the types and amounts as set forth in the sample attached as Exhibit E. Such insurance shall be kept in effect at all times throughout the Term and any Extension Term. The required commercial general liability ISO Form CG 00 01 or equivalent insurance shall include as Additional Insured by endorsement with respect to this agreement: The City of Warren, the City of -Warren Downtown Development Authority, the City of Warren Building Authority, the 37th Judicial District Court, and their officers, employees, boards and commissions. Lessee's contractors shall provide Lessor with a certificate of insurance in the same amounts or types. The policies of insurance shall be issued by an eligible A- VII or higher rated company, and include an endorsement waiving rights of subrogation and provide for 30 day advance notice of cancellation to the City of Warren.

30. Security. The obligations under this Lease shall be secured with a performance bond in the amount of Fifty Thousand and 00/100 Dollars ($50,000.00). In the event of a default, after notice to Lessee, Lessor may draw the bond amount, in full or in part. The bond amount shall be replenished after a draw, and any amount paid by the surety shall not diminish or affect Lessor's rights to pursue other remedies against Lessee under this Lease or allowed by law.

31. Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

Lessee Site: 850 12 Mile & Van Dyke
Lessee Site ID: 5000300668
Rev. Date: 8/06/2024

Notice for Lessee:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

With a copy to:
Basking Ridge Mail hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

Notice to Lessor:

City Clerk
City of Warren
One City Square
Warren, Michigan 48093

City Attorney
City of Warren
One City Square, Suite 400
Warren, Michigan 48093

With copies to:

City Engineer:

City Engineer
City of Warren
City of Warren
One City Square, Suite 300
Warren, MI 48093
Phone: (586) 759-9300

37th District Court:

Court Administrator
37th District Court
8300 Common Rd.
Warren, MI 49093
Phone: (586) 574-4928

Police Department:

Police Commissioner:
City of Warren
c/o Staff Sgt.
29900 Civic Center Dr.
Warren, MI 48093
Phone (586) 574-4768

City Clerk
City of Warren
One City Square
Warren, Michigan 48093

Notices pertaining to administrative matters, such as work scheduling, property restoration, or emergencies, may be delivered by e-mail to the addresses exchanged by the Parties upon contract execution.

Changes to the contacts and addresses shall be provided by certified or first-class mail and e-mail.

32. Hazardous Substances. Lessor is not aware of any environmental investigation, inquiry or remediation for hazardous substances or other contaminants, including asbestos-containing materials and lead paint. Lessee may conduct a Phase I environmental test. If such report discloses a contaminant, Lessee shall provide Lessor with a copy of the report, and either Lessee or Lessor may terminate this Lease within thirty (30) days of the report. No further soil borings or "Phase II' testing is permitted, except with written permission of the City Engineer.

a Lessee agrees that it will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property. Lessee agrees that it will not use, generate, store or dispose of hazardous materials or substances on, under, about, or within the Property or in violation of any Environmental law or regulation, and shall conduct it activities on the Property in compliance with all applicable Environmental Laws. Lessee will defend, indemnify, and hold harmless Lessor, and its employees, contractors, officers and commissions or committees against any or all losses, liabilities, claims or costs (including reasonable attorney fees or costs) arising out of or related to the release, generation, storage or disposal or migration of any hazardous material or substance, or violation of Environmental Law, whether caused by Lessee or any of its contractors, agents or employees. Hazardous Substance or Material shall mean any toxic or hazardous waste, material, or substance that is regulated by Environmental Laws.

b. Lessor and Lessee agree to hold harmless and indemnify the other party for or from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 32(a). Lessor agrees to hold harmless Lessee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessor for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Lease or from such contamination caused by the acts or omissions of the Lessor during the Term. Lessee agrees to hold harmless and indemnify Lessor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Lessee, or it contractors or utility providers.

c. The indemnifications of this Section 32 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 32 will survive the expiration or termination of this Lease.

d. In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Lessee's sole determination, renders the condition of the Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Lessor.

33. Restoration. Lessee shall restore, at Lessee's expense, all parts of the Property, and any other public or private property disturbed, destroyed, damaged in the course the of i) the exercise of rights under this Lease; and/or ii) any installation, maintenance, repair, replacement, and removal work performed on or about the Property or Tower, reasonable wear and tear excepted. Such obligations shall accrue whether the damage is caused by or reasonably attributed to Lessee, or any of its employees, contractors, or sub-lessees, including the gas company. The affected property shall be repaired, replaced or restored to its preexisting condition, reasonable wear and tear excepted, to the reasonable satisfaction of the City Engineer. Restoration shall include, but not be limited to, paving, landscaping, sidewalks, pedestrian walkways, ramps, sod, tree restoration, shrub restoration, etc., all to the reasonable satisfaction of the City Engineer. In the event Lessee does not restore the damage after thirty (30) days' written notice and opportunity to cure, the Lessor may, at its sole discretion, perform the work, and Lessee shall pay the costs for such work to Grantor within thirty (30) days of an invoice. Any unpaid assessment shall become due as Additional Rent.

34. Lessor's Rights and Remedies. Lessor also retains, reserves, and shall continue to enjoy the use and occupancy of the Property, subject to Lessee's rights granted in this document. In addition, if Lessee fails, after sixty (60) days' written notice from Lessor, to comply with an obligation under this Lease, Lessor may perform any work necessary to fulfill such obligation, and to seek its costs incurred in perform such work. Lessor reserves all rights to pursue legal or equitable remedies to enforce the terms of this Lease Amendment. Non-exclusive Easement or Lease. The easement or lease rights, and privileges granted in this Lease are nonexclusive, and Lessor reserves and retains the right to convey similar easements or rights to such other persons or entities Lessor may deem proper provided such similar rights do not diminish Lessee's rights granted herein.

35. Relocation. Lessor retains all rights to work in, occupy and use the Property at all times, subject to the rights of Lessee, as provided in this document. If Lessor determines it necessary to permanently relocate the Tower due to a public project, Lessor will have the right, subject to the following provisions of this Section, and only after providing Lessee with not less than twelve (12) months' prior written notice, to relocate the

Facilities or any part thereof, to a suitable alternate location (the "Relocation Premises") on or about the Property; provided, however, that: (i) such relocation will be performed exclusively by Lessee or its agents; (ii) such relocation will not unreasonably result in any unreasonable interruption of the communications service of Lessee on the Property; and (ii) such relocation will not impair, or in any manner alter, the quality of communications service provided by Lessee on and from the Property. Lessor will exercise its relocation right, by delivering written notice, pursuant to the terms of this Lease, to Lessee. In the notice, Lessor will identify the proposed Relocation Premises on the Property to which Lessee may relocate the Facilities. Lessor and Lessee hereby agree that a survey (prepared at the sole cost and expense of Lessor) of the Relocation Premises (including the access and utility easements) will supplement Exhibit C and Exhibit C-1 hereto, and become a part hereof, and the Relocation Premises shall be considered the Premises for all purposes hereunder. If in Lessee's reasonable judgment no suitable Relocation Premises can be found, Lessor may not exercise its relocation right described in this Section and Lessor may not relocate or cause the relocation of the Facilities provided, however, that if Lessor is exercising its relocation right described in this Section in order for Lessor to comply with then-current applicable governmental laws, rules, statutes and regulations, and in Lessee's reasonable judgment, no suitable Relocation Premises can be found, Lessee shall have the right to terminate this Lease upon written notice to Lessor, without penalty or further obligation.

36. If Lessor requests Lessee to relocate, protect, support, disconnect, or remove its Facilities for a temporary period due to a public improvement or Tower improvement project, Lessee shall relocate, protect, support, disconnect, or remove its Facilities, at Lessee's cost and expense, including where necessary to such alternate location or utilize a "cell on wheels: in such location as Lessor and Lessee shall mutually agree (the "Temporary Relocation Premises"), according to engineering standards, subject to the following provisions of this Section, and only after providing Lessee with not less than six (6) months' prior written notice: (i) rent may be partially abated upon mutual agreement of the parties for the duration of the Relocation; (ii) such relocation will be performed exclusively by Lessee or its agents within the notice period provided by Lessor; (iii) such relocation will not unreasonably result in any unreasonable interruption of the communications service of Lessee on the Property; and (iv) such relocation will not impair, or in any manner alter, the quality of communications service provided by Lessee on and from the Property. Lessor will exercise its relocation right by delivering written notice, pursuant to the terms of this Lease, to Lessee. The work shall be completed within a reasonable time-period.

37. Entire Agreement. This Lease contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Lease must be in writing and must be signed by the Party to be charged.

38. Reservation of Rights. Nothing in this Lease shall be construed as relieving Lessee from the responsibility for any maintenance, repair, or replacement of its equipment as provided in applicable laws and ordinances.

39. Compliance with Laws. The rights granted by this Lease shall be subject to Lessor's or the DDA's police powers in the interest of the public health, safety and welfare. The parties shall comply with all laws, ordinances, regulations and codes.

40. Cooperation. Lessor and Lessee agree to cooperate with the execution of any instrument necessary to correct errors in this instrument as necessary to effectuate the intent of this Lease.

41. Headings. The headings in this Lease are for convenience only and shall not be construed to limit or interpret the meaning of the provisions.

42. Assignment. Lessee shall not assign this Lease or its rights hereunder, except with the prior consent of the City's governing body. Such consent shall not be unreasonably withheld, provided the Assignment Submittal Process outlined below is adequately satisfied. Notwithstanding the foregoing, Lessee has the right to assign, sell or transfer its interest under this Lease, in whole or part, without Lessor's consent, to Lessee's successors in interest, by acquisition of a majority of its stock or affiliates which is any person or entity that controls, is controlled by, or under common control with, Lessee, and provided the required Submittal process below is satisfied:

    a. Assignment Submittal process: At least 45 days prior to any proposed assignment,Lessee must submit to Lessor documentation that adequately demonstratives the financial, legal and operational capabilities of the proposed assignee, and Lessee and the assignee execute an assignment and assumption agreement to undertaking for the assignee to assume obligations under the Lease, and furnish separate insurance and other contract deliverables. Upon completion of the foregoing, Lessee will be relieved of all future performance, liabilities and obligations under this Lease.

    b. Lessee shall not assign the use rights granted in this document to a third-party, or sublet or allow any third-party entry into the easement areas, Property or Tower without the express consent of the Lessor.

43. Casualty or Condemnation. If the Property, or Tower are destroyed or damaged to as to substantially and adversely affect the functional use of the Tower, Lessor will provide notice to Lessee of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. Lessor will have One-Hundred Twenty (120) days to repair the damage. Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Facilities is completed, with permission of the City Engineer If the damage or destruction is beyond repair in Lessee's sole determination , Lessee may terminate this Lease which termination will be effective as of the date of such casualty or other harm and all right and obligations of the parties shall cease, except for Lessee's obligations pertaining to removal of equipment, and restoration.. Lessee shall be entitled to Rent reimbursement for the period the Tower was inoperable. Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the Property, but only until such time as Lessee is able to activate a replacement transmission facility at another location, and in compliance with directives of the City Engineer; notwithstanding the termination of this Lease, such temporary

facilities will be governed by all of the terms and conditions of this Agreement, including Rent. In the event of condemnation of the part of the property occupied by Lessee, Lessor will provide notice of the condemnation proceeding to Lessee within forty-eight (48) hours. Lessee shall have the right to terminate this Lease, if such condemnation disrupts Lessee's use in Lessee's sole determination and this Lease will terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall each be entitled to pursue their own separate awards regarding the taking.

44. Each of Lessee and Lessor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Lease and bind itself hereto through the party or individual set forth as signatory for the party below.

45. This Lease may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties.

46. Waiver. No waiver of any provision of this agreement will be effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any discretion or remedy under this agreement operates as a waiver of that discretion or remedy. A waiver granted on one occasion will not operate as a waiver on future occasions.

47. Limitation of Liability. Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Lessee and Lessor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

48. The Lease will be governed by the laws of the State of Michigan, and venue will be in a court or tribunal whose jurisdiction includes Macomb County, Michigan.

IN WITNESS, the parties executed this Lease as of the day and year written above.

WITNESS:

_____

_____

LESSOR: CITY OF WARREN, a Michigan municipal corporation

By: _____
Lori M. Stone
Its: Mayor

By: _____
Sonja Buffa
Its: City Clerk

Lessee Site: 850 12 Mile & Van Dyke
Lessee Site ID: 5000300668
Rev. Date: 8/06/2024

WITNESS:

_____

_____

LESSOR: DDA: CITY OF WARREN DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan municipal corporation

By: _____
Mayor Lori M. Stone
Its: Chairperson

By: _____
Tom Bommarito
Its: Secretary

WITNESS:

Date: _____

ID

LESSEE: CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

By: _____
Name:
Title:

Lessee Site: 850 12 Mile & Van Dyke
Lessee Site ID: 5000300668
Rev. Date: 8/06/2024

EXHIBIT A

LEGAL DESCRIPTIONS

Property address: 29900 Civic Center, Warren, MI 48093
Tax ID No.: 12-13-10-301-017

Revised variable width easement for ingress and egress and public utilities (excluding gas):

Commencing at the West 1/4 corner of Section 10, T1N, R12E, City of Warren, Macomb County, Michigan, thence along the West line of said Section 10, said line also being the centerline of Van Dyke Avenue, S 00°05'00" E 100.00 feet; thence N 89°54'00" E 1314.52; thence S 00°06'00" E 224.11 feet to the POINT OF BEGINNING:

thence N 89°54'00" E 20.00 feet;
thence S 00°06'00" E 120.00 feet;
thence S 89°54'00" W 37.00 feet;
thence N 00°06'00" W 83.17 feet;
thence N 89°54'00" E 17.00 feet;
thence N 00°06'00" W 36.83 feet to the POINT OF ENDING; being part of the Southwest 1/4 of Section 10, T1N, R12E, City of Warren, Macomb County, Michigan; containing 3,814 sq. ft.; except any part taken, deeded or used for public road purposes and subject to easements and restrictions of record, if any;

Fiber optic easement:

A 6 foot wide easement for public utilities (fiber optic line), said easement being described as follows:

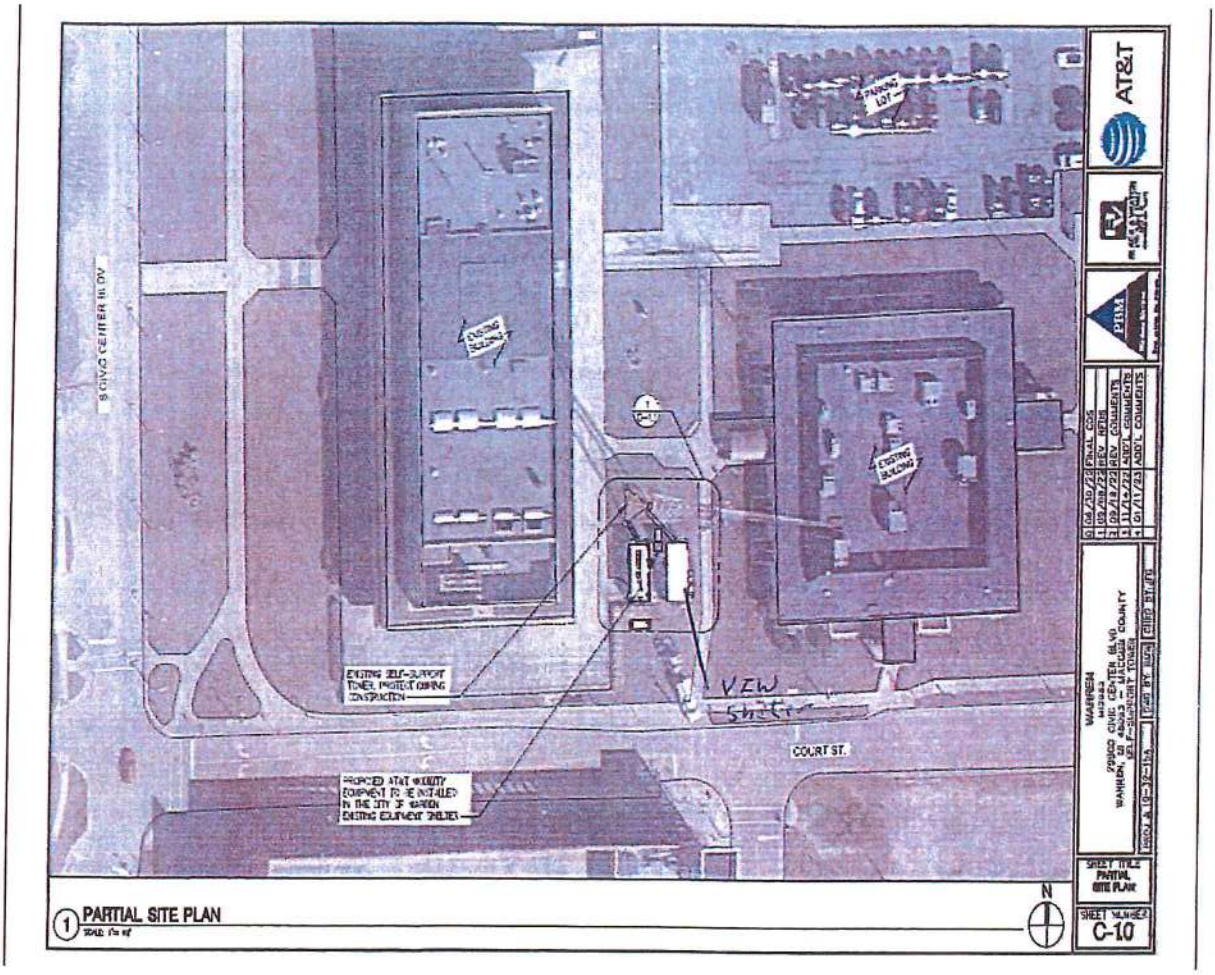
Commencing at the W 1/4 Corner of Section 10, T1N, R12E, City of Warren, Macomb County, Michigan, thence S 00°05'00" E 100.00 feet along the West line of said Section 10 also being the centerline of Van Dyke Avenue; thence N 89°54'00" E 1323.30 feet to the POINT OF BEGINNING:

thence N 00°21'48" W 63.50 feet;
thence N 89°38'12" E 187.00 feet;
thence S 00°21'48" E 6.00 feet;
thence S 89°38'12" W 181.00 feet;
thence S 00°21'48" E 333.99 feet;
thence S 89°55'24" W 6.00 feet;
thence N 00°21'48" W 35.56 feet;
thence S 89°38'12" W 9.88 feet;
thence N 00°06'00" W 6.00 feet;
thence N 89°38'12" E 9.86 feet;
thence N 00°21'48" W 234.90 feet to a POINT OF BEGINNING of said easement for public utilities (fiber optic line); containing 3,185 sq. ft.; being a part of the Southwest 1/4 of Section 10, T1N, R12E, City of Warren, Macomb County, Michigan; subject to easements and restrictions of record, if any.

Lessee Site: 850 12 Mile & Van Dyke
Lessee Site ID: 5000300668
Rev. Date: 8/06/2024

EXHIBIT B

COMMUNICATION TOWER



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT C

SITE LAYOUT WITH SHELTER AND TOWER

TOWER LOADING STUDY

EXHIBIT D

SCHEDULE OF ANNUAL RENT

Lease Year	Annual Rent
1	$30,000.00 payable annually

Annual rent to be paid in one annual installment. The annual rental payments shall increase at a rate of 1.5%, accruing annually each anniversary date of the Lease Commencement date, beginning in Lease year 3.

Lessor and Lessee acknowledge and agree that the initial rent payment may not be delivered by Lessee to Lessor until 60 days after the effective date of this Lease Agreement.

EXHIBIT E

INSURANCE REQUIREMENTS

(a) Prior to the commencement of any work under this Agreement, the Lessee shall furnish copies of all required certificate(s) of insurance to the City Representative. The City shall have no duty to pay or perform under this Agreement until such certificate has been received by the City.

(b) City reserves the right to review the insurance requirements of this Section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when reasonably determined necessary by the City based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such review and modification shall not occur more frequently than once every five (5) years and upon at least sixty (60) days prior written notice to Lessee.

(c) Lessee shall carry and maintain in effect for the duration of this Agreement, and any extension hereof, at the Lessee's sole expense, insurance coverage written on an occurrence basis, by companies eligible to do business in the State of Michigan and with an A.M Best's rating of no less than A-: VII or better, in the following types and for an amount listed below:

a. Commercial general liability insurance ISO Form or equivalent, including Products/Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount of Five Million Dollars ($5,000,000) per occurrence for bodily injury and property damage and $5,000,000 general aggregate.

b. Contractors Pollution Liability with limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate covering third party claims for bodily injury, property damage or cleanup costs as required by law, where the pollution is caused during and by Lessee's operations under this Agreement.

c. Automobile liability insurance in an amount of One Million Dollars ($1,000,000) combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles. This is a self-insured risk.

d. Workers' compensation in compliance with the statutory requirements of the state(s) of operation and employer's liability insurance with limits of $R1,000,000 each accident/disease/policy limit.

e. Owner Construction Protection Liability Insurance.

(d) Lessee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement.

Additional Insured. Commercial General and Automobile Liability policies must include as an additional insured as their interest may appear under this Agreement by blanket additional insured endorsement Municipality with respect to this Agreement, as follows: The City of Warren, City of Warren Municipal Building Authority, City of Warren Downtown Development Authority, and their officers, employees, boards, and commissions (other than worker's compensation and employer's liability). Upon receipt of notice from its insurer(s) Lessee shall provide the Municipality

(e) thirty (30) days prior written notice of cancellation of any required coverage that is not replaced. Lessee shall annually provide Municipality with a certificate of insurance. The required insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

(f) Qualified Insurers. All insurance shall be issued by insurance carriers eligible to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission ·approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A-VII or better by AM. Best Company.

(g) Deductibles. Lessee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

(h) Contractors. Lessee shall require all contractors and subcontractors working in the Public Right-of- Way to obtain and maintain substantially the same insurance s required of Lessee with limits commensurate with the work or service to be provided.

(i) The City shall have the option to suspend the Lessee's performance should there be a lapse in coverage at any time during this Agreement.

(j) In addition to any other remedies the City may have upon the Lessee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Lessee to stop work hereunder, and/or withhold any payment(s) which become due to the Lessee hereunder until the Lessee demonstrates compliance with the requirements hereof.

(k) Nothing herein contained shall be construed as limiting in any way the extent to which the Lessee may be held responsible for payments of damages to persons or property resulting from the Lessee's or its subcontractors' performance of the work covered under this Lessee Agreement.

(l) It is agreed that the Lessee's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

(m) The insurance shall contain a waiver of subrogation. Any deductible on the above insurance policies must be paid by Lessee.

(n) It is understood and agreed that the insurance required is in addition to and separate· from any other obligation contained in this Agreement.

(o) The insurance coverage and bonds pursuant to this Agreement shall in no way limit Lessee's liabilities or responsibilities specified in the Agreement or by law or for damages or injuries in excess of the coverage provided in such policies of insurance or bond.

End of Item 12

Office Use Only
Water: _____
Taxes: _____

ELECTION COMMISSION APPLICATION

5460 ARDEN, SECOND FLOOR SUITE 505, WARREN, MICHIGAN 48092

DATE OF APPLICATION: August 14, 2024

NAME: Paul M. Kardasz

ADDRESS: [redacted] Dover **CITY: WARREN** **ZIP CODE:** 48088

EMAIL ADDRESS(REQUIRED): [redacted]

YEARS OF RESIDENCY IN WARREN: 12 **PHONE: (H)** _____ **(C)** [redacted]

REASON FOR APPLYING TO THIS POSITION: My knowledge of the city charter and the roles and responsibilities of the Election and Redistricting Commissions.

EVER CONVICTED OF A FELONY? YES: ☐ **NO:** ☑ **IF YES, EXPLAIN:** _____

REGISTERED CITY ELECTOR (VOTER): YES: ☑ **NO:** ☐

CURRRENTLY A CITY OFFICER, CITY EMPLOYEE OR CANDIDATE FOR ANY CITY OFFICE:

No

No

POLITICAL OFFICES HELD, IF ANY, INCLUDING DATES:

Appointed and confirmed Chief Deputy Clerk of Macomb County - January 2017 - March 2017

ANY FURTHER INFORMATION YOU DEEM NECESSARY: Retired US Army veteran having served during Operation Iraqi Freedom. I've been active in communicating with Warren elected and appointed officials on topics ranging from redistricting to establishing the veteran affairs commission.

PLEASE SUBMIT COMPLETED FORM TO THE WARREN CITY COUNCIL EMAIL AT CITYCOUNCIL@CITYOFWARREN.ORG

OFFICE OF THE CITY COUNCIL

Angela Rogensues, President, At Large
Melody Magee, Vice President, District 1
Mindy Moore, Secretary, District 3
David Dwyer (Mayor Pro Tem), Asst. Sec'y, At Large
Jonathan Lafferty, District 2
Gary Boike, District 4
Henry Newnan, District 5

Dear Members of the Warren City Council,

After submission yesterday of my application for consideration for the appointment to the Election Commission I felt unsettled that I accurately conveyed to you all my "reason for applying for this position". While my application states that I possess a knowledge of the city charter and an understanding of the roles and responsibilities of the Election and Redistricting Commissions, I wish to expand upon my reasoning and convey why this opportunity holds significant personal and civic importance to me.

My motivation for seeking this appointment is deeply rooted in my service to our country, particularly during my deployment to Southeast Baghdad from 2008 to 2009. As a member of the U.S. Army, I had the honor of participating in the security efforts during a pivotal period in Iraq's history. This experience gave me a firsthand understanding of the sacrifices made by our service members to secure the principles of democracy, not just in our own country but across the globe.

The was a time of intense conflict, known to many of you perhaps as "the surge", but it was also a period where significant progress was made in stabilizing the region and reducing violence. It was during this time that I served in a tactical operations center, contributing to the security of Iraq's governorate elections in January 2009. This experience reinforced in me the understanding that free and fair elections are not merely a right but a privilege earned through the sacrifice of countless individuals who have served this nation.

The statistics are sobering: as of February 2024, over 7,085 U.S. military personnel have lost their lives in Iraq and Afghanistan, with more than 53,533 wounded. Dozens of them being individuals I served with. These numbers represent the immense cost of protecting our democratic processes and ensuring that other nations have the opportunity to exercise their right to vote in free elections. I witnessed firsthand the importance of these processes while helping to secure elections in a nation that had long been deprived of them.

Having worked to secure elections in Iraq, I have a profound appreciation for the value of our own electoral system here in the United States. I am deeply committed to ensuring that our local elections remain free, fair, and transparent. I understand the weight of responsibility that comes with this role, and I am prepared to serve with the same dedication and integrity that I demonstrated during my military service.

The opportunity to serve on the Election Commission is more than a civic duty for me; it is a continuation of my commitment to the values that our service members have fought to protect. I believe that my unique experiences, combined with my dedication to upholding the integrity of our electoral process, make me an ideal candidate for this position.

Thank you for considering my application. I am eager to contribute to the City of Warren in this capacity and to ensure that our elections remain a testament to the principles of democracy that so many have fought to uphold. I am thankful, even in the even I am not selected, for even having been considered.

Sincerely,

Paul M. Kardasz

Office Use Only
Water: X__
Taxes: X_____

ELECTION COMMISSION APPLICATION

5460 ARDEN, SECOND FLOOR SUITE 505, WARREN, MICHIGAN 48092

DATE OF APPLICATION: August 23, 2024

NAME: Faith Sawyers

ADDRESS: [redacted] Curie **CITY: WARREN** **ZIP CODE:** 48091

EMAIL ADDRESS(REQUIRED): [redacted]

YEARS OF RESIDENCY IN WARREN: 42 **PHONE: (H)** _____ **(C)** 586 [redacted]

REASON FOR APPLYING TO THIS POSITION: I am interested in serving my city and I feel this is a good place to start since they have an opening,

EVER CONVICTED OF A FELONY? YES: ☐ **NO:** ☒ **IF YES, EXPLAIN:** _____

REGISTERED CITY ELECTOR (VOTER): YES: ☒ **NO:** ☐

CURRRENTLY A CITY OFFICER, CITY EMPLOYEE OR CANDIDATE FOR ANY CITY OFFICE:

-0-

POLITICAL OFFICES HELD, IF ANY, INCLUDING DATES: -0-

ANY FURTHER INFORMATION YOU DEEM NECESSARY: I am a retired teacher (Vandyke Public Schools). I am Secretary/treasurer (25 years) of my Church. First Free Will Baptist Church

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Jonathan Lafferty, District 2
Gary Boike, District 4
Henry Newnan, District 5

Office Use Only
Water:X
Taxes:X

ELECTION COMMISSION APPLICATION

5460 ARDEN, SECOND FLOOR SUITE 505, WARREN, MICHIGAN 48092

DATE OF APPLICATION: 8/19/2024

NAME: Jeremy F. Fisher

ADDRESS: [redacted]Saratoga **CITY: WARREN** **ZIP CODE:** 48093

EMAIL ADDRESS(REQUIRED): [redacted]

YEARS OF RESIDENCY IN WARREN: 20 **PHONE: (H)**_____ **(C)** [redacted]

REASON FOR APPLYING TO THIS POSITION: I would like to serve the city I love. I believe my legal experience, and history of service to the city make me uniquely qualified.

EVER CONVICTED OF A FELONY? YES: ☐ **NO:** ☑ **IF YES, EXPLAIN:**_____

REGISTERED CITY ELECTOR (VOTER): YES: ☑ **NO:** ☐

CURRRENTLY A CITY OFFICER, CITY EMPLOYEE OR CANDIDATE FOR ANY CITY OFFICE:
None

None

POLITICAL OFFICES HELD, IF ANY, INCLUDING DATES:
None

ANY FURTHER INFORMATION YOU DEEM NECESSARY: I believe this commission is important to protecting the constitutional protections that our democracy deserves.

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Gary Boike, District 4
Henry Newnan, District 5

Office Use Only
Water: X
Taxes: X

ELECTION COMMISSION APPLICATION

5460 ARDEN, SECOND FLOOR SUITE 505, WARREN, MICHIGAN 48092

DATE OF APPLICATION: 08/29/2024

NAME: Georgia Durga

ADDRESS: [redacted] Berghway Trail **CITY: WARREN** **ZIP CODE:** 48092

EMAIL ADDRESS(REQUIRED): [redacted]

YEARS OF RESIDENCY IN WARREN: 2 yrs/10 mos **PHONE: (H)** _____ **(C)** [redacted]

REASON FOR APPLYING TO THIS POSITION: Interest in elections and City of Warren
Prior experience working at elections.

EVER CONVICTED OF A FELONY? YES: ☐ **NO:** ☑ **IF YES, EXPLAIN:** _____

REGISTERED CITY ELECTOR (VOTER): YES: ☑ **NO:** ☐

CURRRENTLY A CITY OFFICER, CITY EMPLOYEE OR CANDIDATE FOR ANY CITY OFFICE:
No

No

POLITICAL OFFICES HELD, IF ANY, INCLUDING DATES: None

None

None

ANY FURTHER INFORMATION YOU DEEM NECESSARY: Past service on boards,
Volunteered at election sites - Traverse City, MI, Long Lake Twp MI, and Warren MI

BS from Michigan State University, Director of Commission on Aging Grand Traverse County, 27 years

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David Dwyer (Mayor Pro Tem), Asst. Sec'y, At Large
Jonathan Lafferty, District 2
Gary Boike, District 4
Henry Newnan, District 5

Office Use Only
Water: X
Taxes: X

WARREN
ELECTION COMMISSION APPLICATION

5460 ARDEN, SECOND FLOOR SUITE 505, WARREN, MICHIGAN 48092

DATE OF APPLICATION: 8-13-2024

NAME: Jerry L BUrden

ADDRESS: [redacted]Burg Apt [redacted] **CITY: WARREN** **ZIP CODE:** 48089

EMAIL ADDRESS(REQUIRED): [redacted]

YEARS OF RESIDENCY IN WARREN: 9 **PHONE: (H)** [redacted] **(C)** [redacted]

REASON FOR APPLYING TO THIS POSITION: as a 50 year member of the League of Women Voters moderating over 300 candidate forums I Fell more than qualified for this position.

EVER CONVICTED OF A FELONY? YES: ☐ **NO:** ☑ **IF YES, EXPLAIN:**

REGISTERED CITY ELECTOR (VOTER): YES: ☑ **NO:** ☐

CURRRENTLY A CITY OFFICER, CITY EMPLOYEE OR CANDIDATE FOR ANY CITY OFFICE:
No

No

POLITICAL OFFICES HELD, IF ANY, INCLUDING DATES:
None

ANY FURTHER INFORMATION YOU DEEM NECESSARY: See attached form

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Jonathan Lafferty, District 2
Gary Boike, District 4
Henry Newnan, District 5

 ELECTION COMMISSION.

It appeared to not have enough room on the lines for my comments'.

As a 50-year member of the League of Women Voters I have studied the Election processes many times from registration to the voting booth.
I have moderated over 300 candidate forums which included from local, State and National elections. Aways maintained a neutral position. I have assisted in the registration, information of issues, also a poll watcher and observer and the actual voting process.
I believe my past work and education of the issues has me well qualified For this position.

Respectfully

Jerry L Burden

Jerry L Burden
[redacted]Burg Rd. [redacted]

Office Use Only
Water:X_____
Taxes:X_____

ELECTION COMMISSION APPLICATION

5460 ARDEN, SECOND FLOOR SUITE 505, WARREN, MICHIGAN 48092

DATE OF APPLICATION: August 23, 2024

NAME: Mary P. Mataczynski

ADDRESS: [redacted] Aspen Drive **CITY: WARREN** **ZIP CODE:** 48093-4280

EMAIL ADDRESS(REQUIRED): [redacted]

YEARS OF RESIDENCY IN WARREN: 51 total **PHONE: (H)**---- **(C)** [redacted]

REASON FOR APPLYING TO THIS POSITION: The main reason I am applying for this commiussion position is to gain more knowledge regarding the election process and to assist in the city's rules.

EVER CONVICTED OF A FELONY? YES: ☐ **NO:** ☑ **IF YES, EXPLAIN:**

REGISTERED CITY ELECTOR (VOTER): YES: ☑ **NO:** ☐

CURRRENTLY A CITY OFFICER, CITY EMPLOYEE OR CANDIDATE FOR ANY CITY OFFICE:
No, except for working elections which I wouldn't do upon appointment to the commission.

No, except for working elections which I wouldn't do upon appointment to the commission.

POLITICAL OFFICES HELD, IF ANY, INCLUDING DATES: none

none

none

none

ANY FURTHER INFORMATION YOU DEEM NECESSARY: I earned a Masters degree in Busniess Management from Walsh Accountancy in 2003. I have a Bachelors degree in Business from SJSU.

I worked as a Sr. Government Accountant and Contractt Administrator.

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Jonathan Lafferty, District 2
Gary Boike, District 4
Henry Newnan, District 5

Office Use Only
Water: X
Taxes: X

ELECTION COMMISSION APPLICATION

5460 ARDEN, SECOND FLOOR SUITE 505, WARREN, MICHIGAN 48092

DATE OF APPLICATION: 08/26/2024

NAME: Sandra Demski

ADDRESS: [redacted] Cosgrove Dr **CITY: WARREN** **ZIP CODE:** 48092

EMAIL ADDRESS(REQUIRED): [redacted]

YEARS OF RESIDENCY IN WARREN: 41 **PHONE: (H)** _____ **(C)** [redacted]

REASON FOR APPLYING TO THIS POSITION: Elections are incredibly important and its exciting to be a part of the decision-making commission for elections

EVER CONVICTED OF A FELONY? YES: ☐ **NO:** ☑ **IF YES, EXPLAIN.** _____

REGISTERED CITY ELECTOR (VOTER): YES: ☑ **NO:** ☐

CURRRENTLY A CITY OFFICER, CITY EMPLOYEE OR CANDIDATE FOR ANY CITY OFFICE:

No

POLITICAL OFFICES HELD, IF ANY, INCLUDING DATES:

None

ANY FURTHER INFORMATION YOU DEEM NECESSARY: It is vital that we have an election commission that is fair and free. I am confident my eagerness to assist and basic knowledge ofml elections is sufficient enough to be selected as the citizen representative

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Jonathan Lafferty, District 2
Gary Boike, District 4
Henry Newnan, District 5

Office Use Only
Water: X
Taxes: X

CITY COUNCIL - ZONING BOARD OF APPEALS MEMBER APPLICATION

5460 ARDEN, SECOND FLOOR SUITE 505, WARREN, MICHIGAN 48092

DATE OF APPLICATION: 7-24-24

NAME: Charles Analin

ADDRESS: [redacted] Wellston Dr. **CITY: WARREN** **ZIP CODE:** 48093

EMAIL ADDRESS(REQUIRED): [redacted]

YEARS OF RESIDENCY IN WARREN: 42 **PHONE: (H)** _____ **(C)** [redacted]

REASON FOR APPLYING TO THIS POSITION: Enjoy community involvement

EVER CONVICTED OF A FELONY? YES: ☐ **NO:** ☒ **IF YES, EXPLAIN** _____

EDUCATION/BUSINESS OR PROFESSIONAL BACKGROUND: Macomb College Licensed by State of MI as residential builder

POLITICAL OFFICES HELD, IF ANY, INCLUDING DATES: Warren Consolidated School Board 1992-1996
Zoning Board of Appeals - presently

ANY FURTHER INFORMATION YOU DEEM NECESSARY: _____

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Jonathan Lafferty, District 2
Gary Boike, District 4
Henry Newnan, District 5

Office Use Only
Water: X
Taxes: X

CITY COUNCIL - ZONING BOARD OF APPEALS MEMBER APPLICATION

5460 ARDEN, SECOND FLOOR SUITE 505, WARREN, MICHIGAN 48092

DATE OF APPLICATION: July 8 2024

NAME: Paul Jerzy

ADDRESS: [redacted] Pinto **CITY: WARREN** **ZIP CODE:** 48093

EMAIL ADDRESS(REQUIRED): [redacted]

YEARS OF RESIDENCY IN WARREN: 38 **PHONE: (H)** _____ **(C)** [redacted]

REASON FOR APPLYING TO THIS POSITION: I love my city!!
I want to continue being a part of doing what's best for our city.

EVER CONVICTED OF A FELONY? YES: ☐ **NO:** ☒ **IF YES, EXPLAIN:** _____

EDUCATION/BUSINESS OR PROFESSIONAL BACKGROUND:
Bishop Foley High school graduated
Busines management (8 classes shy of Associate degree)
current- Appearance and facilities manager at The Parade company
Current- MHSAA official for Basketball and softball.

POLITICAL OFFICES HELD, IF ANY, INCLUDING DATES:
current Precinct delegate

ANY FURTHER INFORMATION YOU DEEM NECESSARY: Currently Secretary of the Zoning Board of Appeals, only missed 2 meetings in 4 years. My term is up September 2024, Looking for reappointment.

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Jonathan Lafferty, District 2
Gary Boike, District 4
Henry Newnan, District 5

WARREN CITY COUNCIL
5460 ARDEN, COMMUNITY CENTER (586) 258-2060 WARREN, MI 48092

Angela Rogensues, President
Melody Magee, Vice President
Mindy Moore, Secretary
Dave Dwyer, Asst. Sec'y-Mayor Pro Tem
Gary Boike
Jonathan Lafferty
Henry Newnan

Agenda Item Request Form

To: City Council of the City of Warren

From: Mindy Moore, Council Secretary

Date: September 16, 2024

Discussion in re: Request of the Crime Commission to be exempt from the audio recording requirements of the Open Government ordinance

WARREN CITY COUNCIL
5460 ARDEN, COMMUNITY CENTER (586) 258-2060 WARREN, MI 48092

Angela Rogensues, President
Melody Magee, Vice President
Mindy Moore, Secretary
Dave Dwyer, Asst. Sec'y-Mayor Pro Tem
Gary Boike
Jonathan Lafferty
Henry Newnan

Agenda Item Request Form

To: City Council of the City of Warren

From: Henry Newnan, Council Member

Date: September 12, 2024

Discussion in re: update on the Environmental Review committee's progress on creating the Climate Action Plan (CAP).

End of Item 13

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

September 14, 2024

Ms. Sonja Buffa
City Clerk
City of Warren

RE: Veto of Action of Council at Meeting on Tuesday, September 10, 2024 – Agenda Item 14g – Resolution to Approve Award of Bid ITB-W-1322; Printing, Bundling, and Shipping the Warren Winter Program Guide/Booklet

Ms. Buffa:

Pursuant to Section 6.8 of the Warren City Charter, I veto the action taken by the Warren City Council on Tuesday, September 10, 2024 under Agenda Item 14g, which approved a printing bid on condition that Council review and approve communication of the Library department. In spite of the fact that printing costs are within City Council's Fiscal Year 2025 adopted budget governing department communications. This action usurps administrative authority well beyond the sphere of City Council.

My objections are as follows:

1. City Council's action falls outside of legislative control and encroaches into a matter that concerns an administrative task; and
2. City Council exercising prior restraint over a publication would impede the progress, process and effectiveness of the newsletter.

Communication is an essential function of local government. Community members have been emphatic on the desire for return to print communications from the city including Library programming, Parks and Recreation offerings, as well as other important information for city departments. While televised communication, social media, and messaging are all helpful forms of communication, print communications is consistently the best way of getting information to the community. When printed information stopped being provided, department directors observed that participation in city provided programs declined.

My administration is dedicated to producing politically neutral communications on behalf of the City of Warren. In the Fiscal Year 2025 Budget, City Council concurred on the importance of printed communications by providing Library and Parks & Recreation department budgets in order to provide for printed communications.

Under my administration, City Council has been given no reason to question the integrity of communications provided by departments. If at any point communications fail to meet expectations, City Council has the legislative power of appropriation, which has been exercised with the previous administration. Beyond funding communications, the development and evaluation of department communications is administrative, and is not a legislative responsibility. Efforts to restrict or interfere with departments is in fact an overreach of the legislative powers by City Council.

I recognize that while the *Newsbeat* was a casualty of controversies of the previous City Council and Mayor. The fact that funding was restored for printed communications under the collaborative budgeting process led me to believe that a page was turned with the newly elected representation. My understanding is City Council was in agreement on the importance of restoring print communications regarding Warren attractions, programs, and information in a neutral manner.

My greatest concern is that legislative overreach extends beyond department publications and communications. The Warren City Charter Chapter 7 confers upon the mayor the administrative powers of the City of the day-to-day operations of the city. As Warren's elected executive, I must defend the City Charter against measures that would encroach on mayoral responsibilities, without a vote of the people.

My veto is also based upon the practicalities recognizing logistics involved with printing and distribution of producing publications. The process is in the capable hands of professionals. By interfering with City administrators' abilities to do their job, City Council creates the risk of delays in providing timely communications to residents.

The additional restrictions prescribed under Agenda Item 14g is neither allowed by Charter nor feasible to be incorporated into the process. Therefore, the operation of the Council action under Item 14g of the Council meeting on September 10, 2024 is suspended in accordance with City Charter Section 6.8.

Respectfully,

Lori M. Stone

Lori M. Stone
Mayor

cc: Mindy Moore, Council Secretary
Clarissa Cayton, Communications Director
Oksana Urban, Library Director
Anthony Casasanta, Parks and Recreation Director

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

MEMORANDUM

DATE: September 4, 2024

TO: Mindy Moore, Council Secretary

RE: Downtown Development Authority Re-Appointment

City Council:

Pursuant to section 2.114 of the City of Warren Code of Ordinances and MCLA 125.4204, and by the authority vested in me, I hereby notify you of the following re-appointment:

Name	Date of Expiration
Oscar Zamora	June 30, 2026

City Council approval is required. Your concurrence in this matter is appreciated, however per City Charter Section 7.6, Council, at such meeting or at its next meeting, shall disapprove such an appointment by a resolution which shall state the reasons for such disapproval.

Respectfully submitted,

Lori M. Stone
Mayor

Cc: Clerk
DDA

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Wed 3/6/2024 1:20 PM

To:Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

DDA

Name

Oscar Zamora

Address

[redacted]
Warren, Michigan [redacted]
Map It

Home Phone

[redacted]

Cell Phone

[redacted]

Email

[redacted]

Driver's License Number (for internal use ONLY)

[redacted]

Number of Years a Warren Resident

25

Warren Business Owner

No

Appointment Request

- Re-Appointment Request

Work Experience

36 year at the State of Michigan, Department of Labor (ret)
20 years Antique Auctioneer, Appraiser, & Estate Sale Business owner.

Education

Graduate Class of 1975 Edwin Denby Highschool

Please feel free to add any additional information

Longtime Union Member with State Of Michigan

Automated voice for "Michigan's Automated Response Voice Interactive Network" (M.A.R.V.I.N)

Former private business owner

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

[redacted] WARREN, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: ZAMORA OSCAR **UB Customer Name:** [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1890
- Bedrooms: 0
- Full Baths: 1
- Half Baths: 1
- Sq. Feet: 1,262
- Acres: 0.363

> Utility Billing information found

> Assessed Value: $103,240 | Taxable Value: $50,706

> Property Tax information found

> 9 Building Department records found

Owner Information

Not Available

Amount Due

Property Total **$0.00**

Permits

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

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Building	PB100626		Holding For Contractor	6/14/1995		$0.00	View
Building	PB106124		Holding For Contractor	10/27/1997		$0.00	View
Building	PB2003-147518		FINALED	5/19/2003	7/11/2003	$0.00	View
Building	PB2003-147554		FINALED	5/21/2003	10/7/2004	$0.00	View
Electrical	PE2003-195853		FINALED	7/21/2003	10/6/2003	$0.00	View
Electrical	PE11-211652		CLOSED	9/14/2011	10/6/2011	$0.00	View
Mechanical	PM11-099833		FINALED	9/14/2011	10/6/2011	$0.00	View
Building	PB14-003140		FINALED	7/23/2014	7/28/2014	$0.00	View
Special	PSP23-00367		FINALED	5/23/2023	5/23/2023	$0.00	View

1

Displaying items 1 - 9 of 9

Apply for a Permit

Attachments

Date Created	Title	Record	
No records to display.			

Displaying items 0 - 0 of 0

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[redacted] WARREN, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: ZAMORA OSCAR

Summary Information

> Residential Building Summary
- Year Built: 1890
- Bedrooms: 0
- Full Baths: 1
- Half Baths: 1
- Sq. Feet: 1,262
- Acres: 0.363

> Utility Billing information found

> Assessed Value: $103,240 | Taxable Value: $50,706

> Property Tax information found

> 9 Building Department records found

Owner and Taxpayer Information

Owner ZAMORA OSCAR [redacted] WARREN, MI [redacted]

Taxpayer SEE OWNER INFORMATION

Legal Description

ASSESSORS ADDITION BLOCK 4 W 68 FT OF LOT 12 L.4 P.58-62

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 8/14/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Summer	$2,645.10	$2,645.10	07/12/2024	$0.00
2023	Winter	$77.82	$77.82	12/08/2023	$0.00
2023	Summer	$2,507.31	$2,507.31	07/18/2023	$0.00
2022	Winter	$70.22	$70.22	12/13/2022	$0.00
2022	Summer	$2,352.44	$2,352.44	08/03/2022	$0.00
2021	Winter	$159.59	$159.59	12/09/2021	$0.00
2021	Summer	$2,305.46	$2,305.46	08/16/2021	$0.00
2020	Winter	$73.07	$73.07	12/11/2020	$0.00
2020	Summer	$2,377.06	$2,377.06	07/28/2020	$0.00
2019	Winter	$68.08	$68.08	12/10/2019	$0.00
2019	Summer	$2,291.93	$2,291.93	07/30/2019	$0.00

Load More Years

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[redacted] Warren, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: ZAMORA OSCAR **UB Customer Name:** [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1890 - Bedrooms: 0
- Full Baths: 1 - Half Baths: 1
- Sq. Feet: 1,262 - Acres: 0.363

> Utility Billing information found

> Assessed Value: $103,240 | Taxable Value: $50,706
> Property Tax information found
> 9 Building Department records found

Customer Information

Amount Due

Total Amount Due **$68.90**

Pay Now

Name [redacted] OCCUPANT

Address [redacted] Warren, MI [redacted] **Account Number** [redacted]

Current Bill

Click here for a printer friendly version

Amount Due	$68.90	**Bill From**	06/30/2024
Due Date	08/30/2024	**Bill To**	07/30/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
NSF Fee	$0.00	$0.00	$0.00	$0.00
SEWER	$0.00	$27.77	$0.00	$27.77
SEWER SERVICE CHARGE	$0.00	$2.03	$0.00	$2.03
STATE MANDATED FEE	$0.00	$6.73	$0.00	$6.73
WATER	$0.00	$31.53	$0.00	$31.53
WATER SERVICE CHARGE	$0.00	$0.84	$0.00	$0.84
	$0.00	**$68.90**	**$0.00**	**$68.90**

History (393 Items Found)

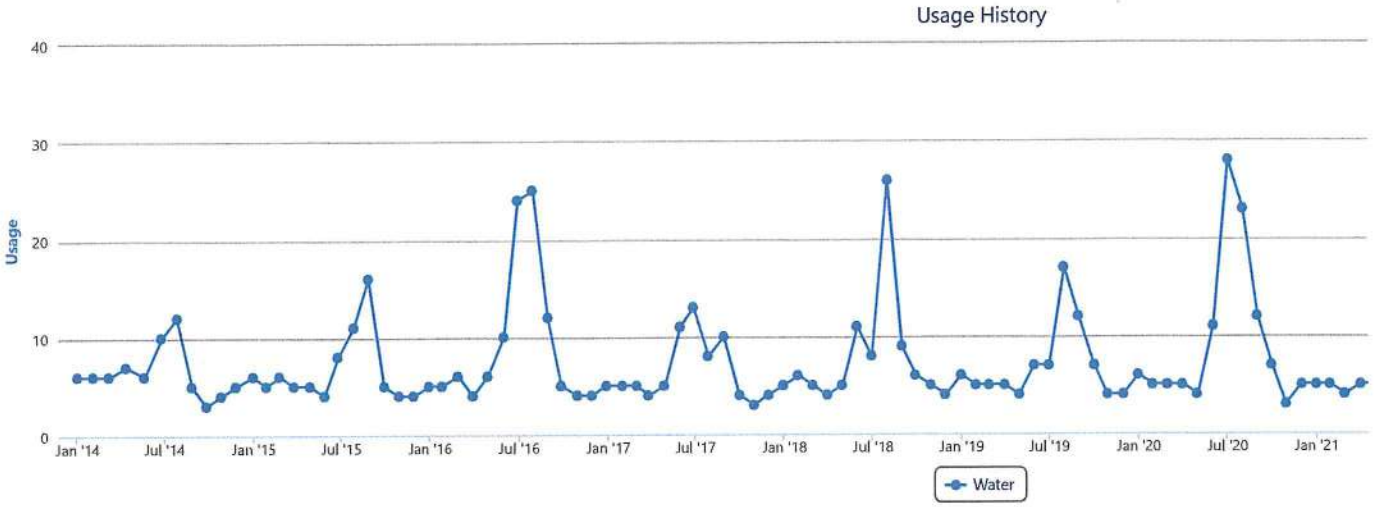
Starting Date [ ] Ending Date [ ]

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/13/2024	Bill Calculated	06/30/24-07/30/24		0.00	0.00	$68.90	$68.90
7/30/2024	Meter Read	Water	Auto Read	1092.00	7.00	$0.00	$0.00
7/23/2024	Payment Posted	R24-202551		0.00	0.00	($125.43)	$0.00
7/12/2024	Bill Calculated	05/31/24-06/30/24		0.00	0.00	$125.43	$125.43
6/30/2024	Meter Read	Water	Auto Read	1085.00	14.00	$0.00	$0.00
6/20/2024	Payment Posted	R24-159070		0.00	0.00	($99.16)	$0.00
6/11/2024	Bill Calculated	04/29/24-05/31/24		0.00	0.00	$99.16	$99.16
5/31/2024	Meter Read	Water	Auto Read	1071.00	11.00	$0.00	$0.00
5/22/2024	Payment Posted	R24-120092		0.00	0.00	($46.64)	$0.00
5/14/2024	Bill Calculated	03/28/24-04/29/24		0.00	0.00	$46.64	$46.64
4/29/2024	Meter Read	Water	Auto Read	1060.00	5.00	$0.00	$0.00
4/22/2024	Payment Posted	R24-081929		0.00	0.00	($37.89)	$0.00
4/11/2024	Bill Calculated	02/29/24-03/28/24		0.00	0.00	$37.89	$37.89

Usage History Chart

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

MEMORANDUM

DATE: September 4, 2024

TO: Mindy Moore, Council Secretary

RE: Appointment to Sidewalk and Tree Commission

City Council:

Pursuant to 9.7 of the City Charter and by the authority vest in me, I hereby notify you of the following appointment:

Name	Appointment	Date of Expiration
Shaniqua Sanders-Pierce	New Appointment	June 30, 2027

City Council approval is required. Your concurrence in this matter is appreciated, however per City Charter Section 7.6, Council, at such meeting or at its next meeting, shall disapprove such an appointment by a resolution which shall state the reasons for such disapproval.

Respectfully submitted,

Lori M. Stone
Mayor

Cc: Clerk
Engineering

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Thu 6/13/2024 8:47 PM

To:Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Trees and Side Walks

Name

Shani Sanders-Pierce

Address

[redacted]
Warren, MI [redacted]
Map It

Cell Phone

[redacted]

Email

[redacted]

Driver's License Number (for internal use ONLY)

I can provide GA license /pending MI

Number of Years a Warren Resident

1

Warren Business Owner

No

Name of Business

None

Work Experience

Talent Acquisition/HR/Healthcare Recruiting/Sales/Manager of Process

Education

Masters from school of Business

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

If so, please complete the following

Date of offense:

None

Offense Description

None

Where

None

Disposition

None

[redacted] WARREN, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: SANDERS-PIERCE SHANIQUA

Summary Information

> Residential Building Summary
- Year Built: 1961
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 1,073
- Acres: 0.173

> Utility Billing information found

> Assessed Value: $92,420 | Taxable Value: $77,191

> Property Tax information found

> 5 Building Department records found

Owner Information

Not Available

Amount Due

Property Total **$0.00**

Permits

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

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Building	PB141837		EXPIRED	5/8/2001		$0.00	View
Electrical	PE12-213826		FINALED	6/19/2012	6/29/2012	$0.00	View
Plumbing	PP09-097151		FINALED	2/2/2009	3/10/2009	$0.00	View
Special	PSP12-35516		FINALED	5/8/2012	6/29/2012	$0.00	View

1

Displaying items 1 - 4 of 4

Apply for a Permit

Attachments

Date Created	Title	Record	
No records to display.			

Displaying items 0 - 0 of 0

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[redacted] WARREN, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: SANDERS-PIERCE SHANIQUA

Summary Information

> Residential Building Summary
- Year Built: 1961
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 1,073
- Acres: 0.173

> Utility Billing information found

> Assessed Value: $92,420 | Taxable Value: $77,191

> Property Tax information found

> 5 Building Department records found

Owner and Taxpayer Information

Owner SANDERS-PIERCE SHANIQUA [redacted]
WARREN, MI [redacted]

Taxpayer SEE OWNER INFORMATION

Legal Description

"SHARON SUB. NO. 2" LOT 147 L.46 P.35-36

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 8/29/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Summer	$4,780.20	$4,780.20	08/28/2024	$0.00
2023	Winter	$118.48	$118.48	01/03/2024	$0.00
2023	Summer	$4,628.68	$4,628.68	01/03/2024	$0.00
2022	Winter	$106.91	$106.91	12/27/2022	$0.00
2022	Summer	$4,365.62	$4,365.62	12/28/2022	$0.00
2021	Winter	$242.96	$242.96	12/28/2021	$0.00
2021	Summer	$4,159.48	$4,159.48	12/31/2021	$0.00
2020	Winter	$57.72	$57.72	12/23/2020	$0.00
2020	Summer	$2,302.29	$2,302.29	08/26/2020	$0.00
2019	Winter	$53.76	$53.76	12/30/2019	$0.00
2019	Summer	$2,259.06	$2,259.06	12/20/2019	$0.00

Load More Years

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[redacted] Warren, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: SANDERS-PIERCE SHANIQUA **UB Customer Name:** [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1961
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 1,073
- Acres: 0.173

> Utility Billing information found

> Assessed Value: $92,420 | Taxable Value: $77,191

> Property Tax information found

> 5 Building Department records found

Customer Information

Name [redacted]
Address [redacted]
Warren, MI [redacted]

Account Number [redacted]

Amount Due

Total Amount Due **$33.19**

Pay Now

Current Bill

Click here for a printer friendly version

Amount Due	$33.19	**Bill From**	06/30/2024
Due Date	08/30/2024	**Bill To**	07/31/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
DELINQ NOTICE FEE	$0.00	$0.00	$0.00	$0.00
FINAL BILL CHARGE	$0.00	$0.00	$0.00	$0.00
SEWER	$0.00	$23.80	$0.00	$23.80
SEWER SERVICE CHARGE	$0.00	$2.03	$0.00	$2.03
STATE MANDATED FEE	$0.00	$5.77	$0.00	$5.77
WATER	$0.00	$0.75	$0.00	$0.75
WATER SERVICE CHARGE	$0.00	$0.84	$0.00	$0.84
	$0.00	**$33.19**	**$0.00**	**$33.19**

History (639 Items Found)

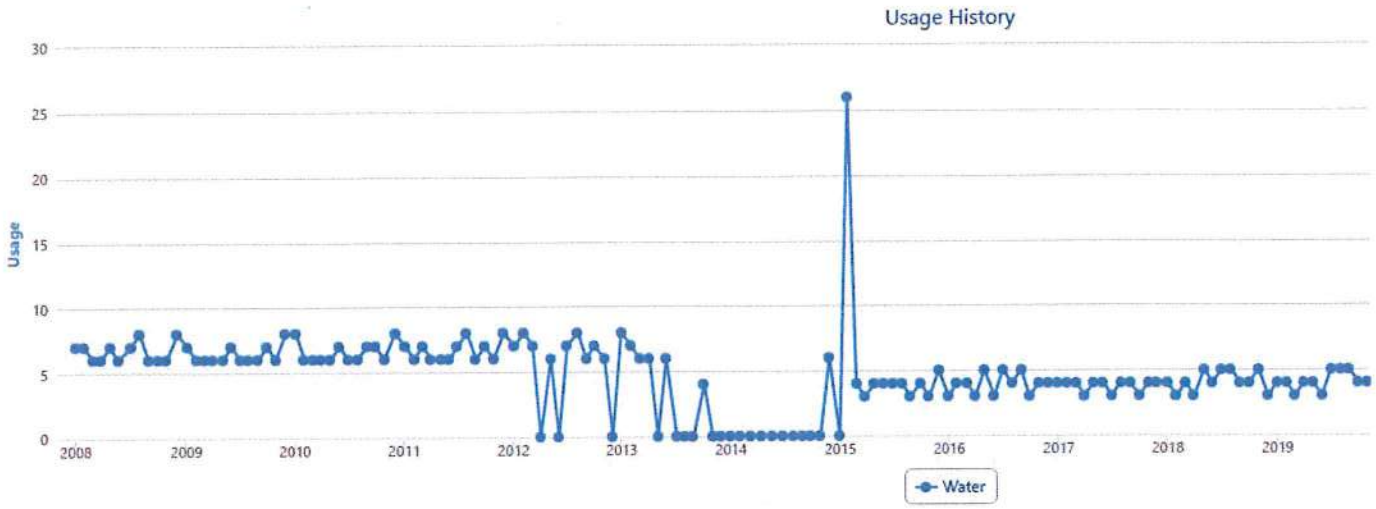
Starting Date Ending Date

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/13/2024	Credit Transfer			0.00	0.00	$0.00	$33.19
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	$59.46	$33.19
7/31/2024	Meter Read	Water	Auto Read	1232.00	6.00	$0.00	($26.27)
7/19/2024	Payment Posted	R24-197375		0.00	0.00	($195.49)	($26.27)
7/15/2024	Bill Adjustment	FINAL BILL CHARGE		0.00	0.00	$15.00	$169.22
7/12/2024	Bill Calculated	05/30/24-06/30/24		0.00	0.00	$64.14	$154.22
7/9/2024	Penalty			0.00	0.00	$2.63	$90.08
6/30/2024	Meter Read	Water	Auto Read	1226.00	7.00	$0.00	$87.45
6/11/2024	Bill Calculated	04/29/24-05/30/24		0.00	0.00	$81.66	$87.45
6/10/2024	Payment Posted	R24-150919		0.00	0.00	($192.56)	$5.79
6/7/2024	Penalty			0.00	0.00	$5.79	$198.35
5/30/2024	Meter Read	Water	Auto Read	1219.00	9.00	$0.00	$192.56
5/14/2024	Bill Calculated	03/28/24-04/29/24		0.00	0.00	$90.41	$192.56

Usage History Chart

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

MEMORANDUM

DATE: September 4, 2024

TO: Mindy Moore, Council Secretary

RE: Appointments to Civil Service Commission

City Council:

Pursuant to the city ordinances, section 7.28 and the authority vested in me, I hereby notify you of the following appointments:

Name	Appointment	Date of Expiration
John Perry	Re-Appointment	June 30, 2027

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

Respectfully submitted,

Lori M. Stone
Mayor

Cc: Clerk
Civil Service Commission
Human Resources

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Wed 2/7/2024 6:00 PM

To:Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Civil Service Commission

Name

John Perry

Address

[redacted]
Warren, Michigan [redacted]
Map It

Home Phone

[redacted]

Cell Phone

[redacted]

Email

[redacted]

Driver's License Number (for internal use ONLY)

[redacted]

Number of Years a Warren Resident

60

Warren Business Owner

No

Appointment Request

- Re-Appointment Request

Work Experience

Civil Service Commissioner, Chairperson for Elections inspector Precinct #42 & 43.

Education

Bachelor degree

Affiliations (Clubs, Fraternal, Military, Church, etc.)

American Polish Century Club

Please feel free to add any additional information

I enjoy being involved with my city.

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

[redacted] WARREN, [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: PERRY JOHN J III

Summary Information

> Residential Building Summary
- Year Built: 1963
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 1
- Sq. Feet: 1,454
- Acres: 0.173

> Utility Billing information found

> Assessed Value: $120,310 | Taxable Value: $62,163
> Property Tax information found
> 5 Building Department records found

Owner Information

Not Available

Amount Due

Property Total **$0.00**

Permits

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

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Building	PB102577		Holding For Contractor	5/17/1996		$0.00	View
Building	PB16-000922		FINALED	5/26/2016	6/10/2016	$0.00	View
Electrical	PE16-002347		FINALED	11/9/2016	2/27/2017	$0.00	View
Mechanical	PM16-001710		FINALED	11/10/2016	11/28/2016	$0.00	View
Plumbing	PP13-000907		FINALED	9/4/2013	9/16/2013	$0.00	View

1

Displaying items 1 - 5 of 5

Apply for a Permit

Attachments

Date Created	Title	Record	

No records to display.

Displaying items 0 - 0 of 0

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[redacted] WARREN, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: PERRY JOHN J III

Summary Information

> Residential Building Summary
- Year Built: 1963
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 1
- Sq. Feet: 1,454
- Acres: 0.173

> Utility Billing information found

> Assessed Value: $120,310 | Taxable Value: $62,163
> Property Tax information found
> 5 Building Department records found

Owner and Taxpayer Information

Owner PERRY JOHN J III [redacted] WARREN, MI [redacted]

Taxpayer SEE OWNER INFORMATION

Legal Description

"HESSE BROWN SUB." LOT 131 L. 51 P. 48

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 8/29/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Summer	$3,242.77	$3,242.77	07/16/2024	$0.00
2023	Winter	$95.41	$95.41	12/27/2023	$0.00
2023	Summer	$3,073.81	$3,073.81	07/25/2023	$0.00
2022	Winter	$86.09	$86.09	01/05/2023	$0.00
2022	Summer	$2,883.94	$2,883.94	08/04/2022	$0.00
2021	Winter	$195.66	$195.66	12/15/2021	$0.00
2021	Summer	$2,826.29	$2,826.29	07/19/2021	$0.00
2020	Winter	$89.58	$89.58	12/10/2020	$0.00
2020	Summer	$2,914.06	$2,914.06	08/10/2020	$0.00
2019	Winter	$83.45	$83.45	12/12/2019	$0.00
2019	Summer	$2,809.37	$2,809.37	07/25/2019	$0.00

Load More Years

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[redacted] Warren, MI [redacted] (Property Address)

Parcel Number [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: PERRY JOHN J III **UB Customer Name:** [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1963
- Bedrooms: 3
- Full Baths: 1
- Half Baths: 1
- Sq. Feet: 1,454
- Acres: 0.173

> Utility Billing information found

> Assessed Value: $120,310 | Taxable Value: $62,163

> Property Tax information found

> 5 Building Department records found

Customer Information

Amount Due

Total Amount Due **$0.00**

Pay Now

Name [redacted] OCCUPANT

Address [redacted] Warren, MI [redacted] **Account Number** [redacted]

Current Bill

Click here for a printer friendly version

Amount Due	$0.00	**Bill From**	06/30/2024
Due Date	08/30/2024	**Bill To**	07/30/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER	$0.00	$0.00	$0.00	$0.00
SEWER SERVICE CHARGE	$0.00	$0.00	$0.00	$0.00
STATE MANDATED FEE	$0.00	$0.00	$0.00	$0.00
WATER	$0.00	$0.00	$0.00	$0.00
WATER SERVICE CHARGE	$0.00	$0.00	$0.00	$0.00
	$0.00	**$0.00**	**$0.00**	**$0.00**

History (385 Items Found)

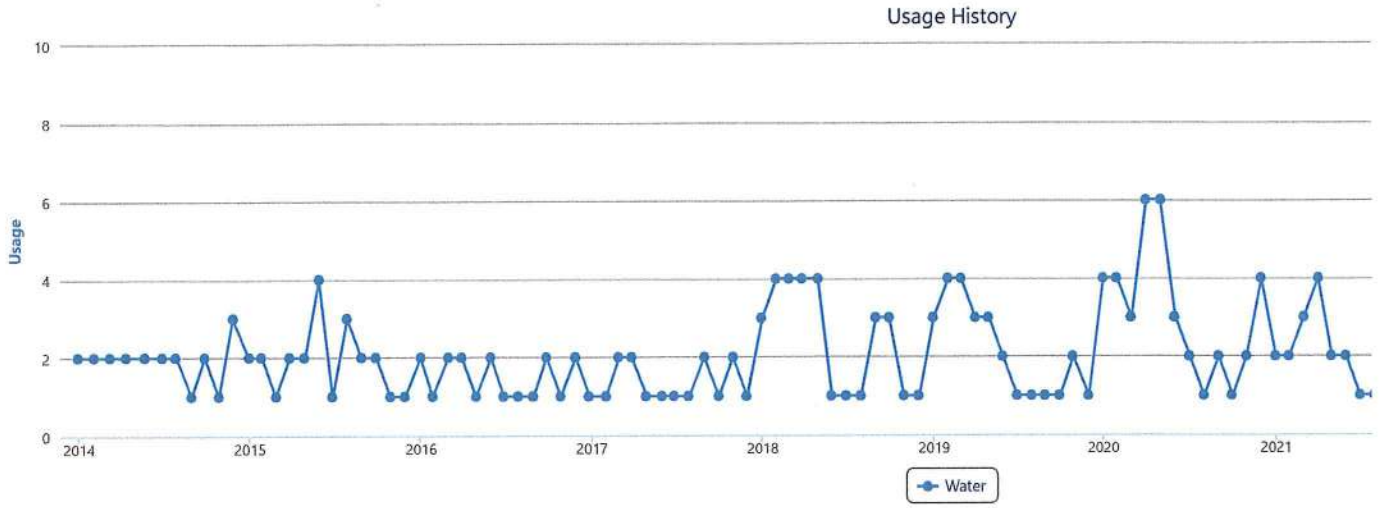
Starting Date [ ] Ending Date [ ]

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/22/2024	Payment Posted	R24-242035		0.00	0.00	($21.73)	$0.00
8/13/2024	Bill Calculated	06/30/24-07/30/24		0.00	0.00	$21.73	$21.73
7/30/2024	Meter Read	Water	Auto Read	327.00	2.00	$0.00	$0.00
7/16/2024	Payment Posted	R24-194338		0.00	0.00	($20.37)	$0.00
7/12/2024	Bill Calculated	05/30/24-06/30/24		0.00	0.00	$20.37	$20.37
6/30/2024	Meter Read	Water	Auto Read	325.00	2.00	$0.00	$0.00
6/28/2024	Payment Posted	R24-176972		0.00	0.00	($29.14)	$0.00
6/11/2024	Bill Calculated	04/29/24-05/30/24		0.00	0.00	$29.14	$29.14
5/31/2024	Payment Posted	R24-139010		0.00	0.00	($64.14)	$0.00
5/30/2024	Meter Read	Water	Auto Read	323.00	3.00	$0.00	$64.14
5/14/2024	Bill Calculated	03/28/24-04/29/24		0.00	0.00	$64.14	$64.14
4/30/2024	Payment Posted	R24-099582		0.00	0.00	($72.91)	$0.00
4/29/2024	Meter Read	Water	Auto Read	320.00	7.00	$0.00	$72.91

Usage History Chart

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

MEMORANDUM

DATE: September 9, 2024

TO: Mindy Moore, Council Secretary

RE: Appointees

City Council:

Please be advised that the following individual has been appointed to a position within the city:

Name	Title
Anthony Casasanta	Director of Parks and Recreation

Thank you for your attention to this matter.

Sincerely,

Lori M. Stone
Mayor

Cc: Clerk

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

MEMORANDUM

DATE: September 4, 2024

TO: Mindy Moore, Council Secretary

RE: Appointees to Crime Commission

City Council:

Pursuant to provision of the City Crime Commission ordinance, section 2-142, and the authority vested in me, I hereby notify you of the following appointment.

Name	Appointment	Date of Expiration
Tracy Alam	New Appointment	June 30, 2027

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

Respectfully submitted,

Lori M. Stone
Mayor

Cc: Clerk
Crime Commission

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Wed 7/10/2024 9:16 PM

To:Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Crime Commission / planning Commissio

Name

Tracy Alam

Address

[redacted]
WARREN, MI [redacted]
Map It

Cell Phone

[redacted]

Email

[redacted]

Driver's License Number (for internal use ONLY)

[redacted]

Number of Years a Warren Resident

10

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

Supervisor
Precision Vehicle logistics

Education

Associate degree

Affiliations (Clubs, Fraternal, Military, Church, etc.)

N/A

Political Offices held, if any (Please include dates of service)

N/A

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

[redacted] WARREN, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: ALAM SHOFIUL & TRACY

Summary Information

> Residential Building Summary
- Year Built: 1977
- Full Baths: 2
- Sq. Feet: 1,615
- Bedrooms: 0
- Half Baths: 0
- Acres: 0.234

> Utility Billing information found

> Assessed Value: $110,880 | Taxable Value: $84,785

> Property Tax information found

> 5 Building Department records found

Owner and Taxpayer Information

Owner ALAM SHOFIUL & TRACY [redacted] WARREN, MI [redacted]

Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **$1,775.18**

Pay Now

Legal Description

JANITH M. SUB. LOT 4 L.65 P.44

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 9/13/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	$4,422.88	$2,647.70	08/28/2024	**$1,775.18**	Pay Now
2023	Winter	$130.14	$130.14	01/03/2024	$0.00	
2023	Summer	$4,192.45	$4,192.45	01/03/2024	$0.00	
2022	Winter	$117.43	$117.43	12/27/2022	$0.00	
2022	Summer	$3,933.47	$3,933.47	12/28/2022	$0.00	
2021	Winter	$266.87	$266.87	12/28/2021	$0.00	
2021	Summer	$3,854.88	$3,854.88	12/31/2021	$0.00	
2020	Winter	$122.19	$122.19	12/23/2020	$0.00	
2020	Summer	$3,974.57	$3,974.57	12/29/2020	$0.00	
2019	Winter	$113.83	$113.83	12/30/2019	$0.00	
2019	Summer	$3,832.03	$3,832.03	12/30/2019	$0.00	

Load More Years

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[redacted] Warren, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: ALAM SHOFIUL & TRACY **UB Customer Name:** [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1977
- Bedrooms: 0
- Full Baths: 2
- Half Baths: 0
- Sq. Feet: 1,615
- Acres: 0.234

> Utility Billing information found

> Assessed Value: $110,880 | Taxable Value: $84,785

> Property Tax information found

> 5 Building Department records found

Customer Information

Amount Due

Total Amount Due **$431.95**

Pay Now

Name [redacted] OCCUPANT

Address [redacted] Warren, MI [redacted] **Account Number** [redacted]

Current Bill

Click here for a printer friendly version

Amount Due	$431.95	**Bill From**	07/30/2024
Due Date	09/30/2024	**Bill To**	08/30/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
DELINQ NOTICE FEE	$5.00	$0.00	$0.30	$5.30
SEWER	$121.75	$35.70	$14.84	$172.29
SEWER SERVICE CHARGE	$6.09	$2.03	$0.77	$8.89
STATE MANDATED FEE	$32.65	$8.65	$4.12	$45.42
WATER	$137.50	$40.54	$18.29	$196.33
WATER SERVICE CHARGE	$2.52	$0.84	$0.36	$3.72
	$305.51	**$87.76**	**$38.68**	**$431.95**

History (452 Items Found)

Starting Date [ ] Ending Date [ ]

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
9/13/2024	Bill Calculated	07/30/24-08/30/24		0.00	0.00	$87.76	$431.95
9/9/2024	Penalty			0.00	0.00	$10.03	$344.19
8/30/2024	Meter Read	Water	Auto Read	1483.00	9.00	$0.00	$334.16
8/13/2024	Bill Calculated	06/29/24-07/30/24		0.00	0.00	$87.76	$334.16
8/13/2024	Payment Posted	R24-232431		0.00	0.00	($300.00)	$246.40
8/9/2024	Penalty			0.00	0.00	$15.95	$546.40
7/30/2024	Meter Read	Water	Auto Read	1474.00	9.00	$0.00	$530.45
7/12/2024	Bill Calculated	05/30/24-06/29/24		0.00	0.00	$90.41	$530.45
7/9/2024	Penalty			0.00	0.00	$12.70	$440.04
6/29/2024	Meter Read	Water	Auto Read	1465.00	10.00	$0.00	$427.34
6/24/2024	Shutoff Notice Sent	Shutoff=$279.75		0.00	0.00	$0.00	$427.34
6/24/2024	Bill Adjustment	Past Due / Shutoff		0.00	0.00	$5.00	$427.34
6/11/2024	Bill Calculated	04/29/24-05/30/24		0.00	0.00	$134.18	$422.34

Usage History Chart

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

MEMORANDUM

DATE: September 17, 2024

TO: Mindy Moore, Council Secretary

RE: Village Historic District Commission New Appointment

City Council:

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

Name	**Date of Expiration**
Erik Courter	March 31, 2027

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

Respectfully submitted,

Lori M. Stone
Mayor

Cc: Clerk
Village Historic District Commission

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

City Commission / Board Application

Commission / Board applied for: Village Historic District Commission

Name: Erik Courter

Address: [redacted], Warren, MI Zip: [redacted]

Phone: Home: (____) _____ Work: ([redacted]) [redacted] Cell: ([redacted]) [redacted]

Email Address: [redacted]

Driver's License Number (**for internal use ONLY**):
[redacted]

Number of Years a Warren Resident: 5 Warren Business Owner? No
(*Name of Business*)

☑ New Appointment Request ☐ Re-Appointment Request

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony? YES ____ NO X

Do you have any felony charges pending against you at this present time? YES ____ NO X

If so, please complete the following:

Date of offense: _____ Offense Description: _____

Where: _____ Disposition: _____

Work Experience: (2019 - Present) Sandalwood Engineering and Ergonomics - Engineering Supervisor

(2018 - 2019) Goodwill Automotive - Facility Engineering Manager

(2017 - 2018) Sandalwood Engeering and Ergonomics - Industrial Engineer

(2016 - 2017) Spirit Halloween - Assistant Manager

(Continued on reverse side)

Education:

(2010 - 2014) Oakland University - Bachelor of Science in Medical Physics

(2014 - 2016) Wright State University - Master of Science in Physics

(2016 - 2018) Wayne State University - Post-Masters Coursework in Medical Physics

Affiliations (Clubs, Fraternal, Military, Church, etc.):

Warren First United Methodist Church

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

Please feel free to add any additional information:

As a resident of the Warren Historic District, I hope to be able to contribute to the commission and preserve the historical significance of the community. Thank you for your consideration.

***NOTE: All potential appointments:**

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

Please return this application to the Mayor's Office

City of Warren
One City Square – Suite 215
Warren, MI 48093-6726
Phone: (586) 574-4520
Fax: (586) 574-4524
Email: mayor@cityofwarren.org

[redacted] Warren, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

[redacted]wner: COURTER ERIK J L & BEZANSON DAWN
OCCUPANT

UB Customer Name:

Summary Information

> Residential Building Summary
- Year Built: 1906
- Bedrooms: 4
- Full Baths: 2
- Half Baths: 0
- Sq. Feet: 2,464
- Acres: 1.044

> Utility Billing information found

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

Owner and Taxpayer Information

Owner COURTER ERIK J L & BEZANSON DAWN
[redacted]
WARREN, MI [redacted]

Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **$3,240.10**

Pay Now

Legal Description

ASSESSORS ADDITION BLOCK 7 LOT 4 L.4 P.58-62

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 9/13/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	$8,072.74	$4,832.64	08/28/2024	**$3,240.10**	Pay Now
2023	Winter	$249.43	$249.43	01/03/2024	$0.00	
2023	Summer	$8,034.74	$8,034.74	01/03/2024	$0.00	
2022	Winter	$101.83	$101.83	12/27/2022	$0.00	
2022	Summer	$3,411.13	$3,411.13	08/12/2022	$0.00	
2021	Winter	$231.42	$231.42	12/17/2021	$0.00	
2021	Summer	$3,342.99	$3,342.99	07/30/2021	$0.00	
2020	Winter	$105.96	$105.96	12/17/2020	$0.00	
2020	Summer	$3,446.77	$3,446.77	08/12/2020	$0.00	
2019	Winter	$98.70	$98.70	12/12/2019	$0.00	
2019	Summer	$3,323.13	$3,323.13	08/19/2019	$0.00	

Load More Years

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[redacted] Warren, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: COURTER ERIK J L & BEZANSON DAWN
OCCUPANT

UB Customer Name: [redacted]

Summary Information

> Residential Building Summary
- Year Built: 1906
- Bedrooms: 4
- Full Baths: 2
- Half Baths: 0
- Sq. Feet: 2,464
- Acres: 1.044

> Utility Billing information found

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

Customer Information

Amount Due

Total Amount Due **$159.30**

Pay Now

Name [redacted] OCCUPANT
Address [redacted] Warren, MI [redacted]
Account Number [redacted]

Current Bill

Click here for a printer friendly version

Amount Due	$159.30	**Bill From**	07/31/2024
Due Date	09/30/2024	**Bill To**	08/30/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
FINAL BILL CHARGE	$0.00	$0.00	$0.00	$0.00
SEWER	$35.70	$27.77	$1.07	$64.54
SEWER SERVICE CHARGE	$2.03	$2.03	$0.06	$4.12
STATE MANDATED FEE	$8.65	$6.73	$0.26	$15.64
WATER	$40.54	$31.53	$1.22	$73.29
WATER SERVICE CHARGE	$0.84	$0.84	$0.03	$1.71
	$87.76	**$68.90**	**$2.64**	**$159.30**

History (403 Items Found)

Starting Date [ ] Ending Date [ ]

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
9/13/2024	Bill Calculated	07/31/24-08/30/24		0.00	0.00	$68.90	$159.30
9/9/2024	Penalty			0.00	0.00	$2.64	$90.40
8/30/2024	Meter Read	Water	Auto Read	291.00	7.00	$0.00	$87.76
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	$87.76	$87.76
7/31/2024	Meter Read	Water	Auto Read	284.00	9.00	$0.00	$0.00
7/23/2024	Payment Posted	R24-203463		0.00	0.00	($35.85)	$0.00
7/12/2024	Credit Transfer			0.00	0.00	$0.00	$35.85
7/12/2024	Bill Calculated	05/31/24-06/30/24		0.00	0.00	$37.89	$35.85
7/8/2024	Payment Posted	R24-189597		0.00	0.00	($69.95)	($2.04)
6/30/2024	Meter Read	Water	Auto Read	275.00	4.00	$0.00	$67.91
6/11/2024	Bill Calculated	04/29/24-05/31/24		0.00	0.00	$37.89	$67.91
6/7/2024	Penalty			0.00	0.00	$0.88	$30.02
5/31/2024	Meter Read	Water	Auto Read	271.00	4.00	$0.00	$29.14

Usage History Chart

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

MEMORANDUM

DATE: September 17, 2024

TO: Mindy Moore, Council Secretary

RE: Tax Increment Finance Authority (TIFA)

City Council:

Pursuant to MCL 125.4304 and by the authority vested in me, I hereby notify you of the following appointments

Name	Appointment	Date of Expiration
Eric Hunter	Re-appointment	June 30, 2027
Susan Cilia	Re-appointment	June 30, 2027
Kabir Ahmed	New Appointment	June 30, 2028

City Council approval is required. Your concurrence in this matter is appreciated, however, per City Charter Section 7.6, the Council, at such meeting or at its next meeting, shall disapprove such an appointment by a resolution which shall state the reasons for such disapproval.

Respectfully submitted,

Lori M. Stone
Mayor

Cc: Clerk
TIFA

New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Fri 3/8/2024 12:18 PM

To:Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Tifa

Name

Eric Hunter

Address

[redacted]
Center Line, Michigan [redacted]
Map It

Home Phone

[redacted]

Work Phone

[redacted]

Cell Phone

[redacted]

Email

[redacted]

Driver's License Number (for internal use ONLY)

[redacted]

Number of Years a Warren Resident

0

Warren Business Owner

No

Appointment Request

- Re-Appointment Request

Work Experience

Us army 1989-91
Target 1994-2005
Citizens bank 2005-present

Education

Rochester high graduate

Please feel free to add any additional information

I have been the branch manager of citizens bank at 23521 van dyke for 15 years

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

23521 VAN DYKE WARREN, MI 48089 (Property Address)

Parcel Number: 12-99-02-323-695 **Personal Property

No Images Found

Property Owner: CITIZENS BANK

Summary Information

> Assessed Value: $0 | Taxable Value: $0
> Building Department information found
> Property Tax information found

Owner and Taxpayer Information

Owner	CITIZENS BANK FKA CHARTER ONE BANK 23521 VAN DYKE WARREN, MI 48089	**Taxpayer**	SEE OWNER INFORMATION

Legal Description

PERSONAL PROPERTY PARCEL

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 9/13/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	$0.00	$0.00		$0.00	
2023	Winter	$0.00	$0.00		$0.00	
2023	Summer	$0.00	$0.00		$0.00	
2022	Winter	$0.00	$0.00		$0.00	
2022	Summer	$0.00	$0.00		$0.00	
2021	Winter	$0.00	$0.00		$0.00	
2021	Summer	$0.00	$0.00		$0.00	
2020	Winter	$0.00	$0.00		$0.00	
2020	Summer	$0.00	$0.00		$0.00	
2019	Winter	$0.00	$0.00		$0.00	
2019	Summer	$0.00	$0.00		$0.00	

Load More Years

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23521 VAN DYKE WARREN, MI 48089 (Property Address)

Parcel Number: 12-13-28-432-036 Account Number: 203910506



Item **1** of **3** 2 Images / 1 Sketch

Property Owner: NATHANSON JOSEPH

Summary Information

> Commercial/Industrial Building Summary
  - Yr Built: 1968
  - # of Buildings: 1
  - Total Sq.Ft.: 2,842

> Property Tax information found

> Utility Billing information found

> Assessed Value: $229,860 | Taxable Value: $212,058

> 22 Building Department records found

Owner and Taxpayer Information

Owner NATHANSON JOSEPH [redacted]

Taxpayer SEE OWNER INFORMATION

Legal Description

POLESKI VAN DYKE SUBDIVISION LOTS 158 THRU 166 INCL & ALL VAC ALLEY ADJ LOTS 159 THRU 164 INCL L8 P79

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 9/13/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Summer	$14,893.62	$14,893.62	08/13/2024	$0.00
2023	Winter	$325.54	$325.54	02/15/2024	$0.00
2023	Summer	$14,308.16	$14,308.16	08/17/2023	$0.00
2022	Winter	$332.36	$332.36	02/10/2023	$0.00
2022	Summer	$15,531.90	$15,531.90	08/15/2022	$0.00
2021	Winter	$552.88	$552.88	01/20/2022	$0.00
2021	Summer	$10,787.76	$10,787.76	08/05/2021	$0.00
2020	Winter	$253.20	$253.20	02/04/2021	$0.00
2020	Summer	$11,083.11	$11,083.11	09/04/2020	$0.00
2019	Winter	$275.84	$275.84	02/13/2020	$0.00
2019	Summer	$10,788.81	$10,788.81	08/21/2019	$0.00

Load More Years

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23521 VAN DYKE Warren, MI 48089 (Property Address)

Parcel Number: 12-13-28-432-036 Account Number: 203910506



Item **1** of **3** 2 Images / 1 Sketch

Property Owner: NATHANSON JOSEPH **UB Customer Name:** CITIZENS BANK/8

Summary Information

> Commercial/Industrial Building Summary
- Yr Built: 1968 - # of Buildings: 1
- Total Sq.Ft.: 2,842

> Property Tax information found

> Utility Billing information found

> Assessed Value: $229,860 | Taxable Value: $212,058

> 22 Building Department records found

Customer Information

Name	CITIZENS BANK/8		
Address	23521 VAN DYKE Warren, MI 48089	**Account Number**	203910506

Amount Due

Total Amount Due **$129.25**

Pay Now

Current Bill

Click here for a printer friendly version

Amount Due	$129.25	**Bill From**	07/31/2024
Due Date	09/30/2024	**Bill To**	08/29/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
COMMODITY	$0.00	$4.30	$0.00	$4.30
CROSS CONNECTION	$0.00	$1.93	$0.00	$1.93
SEWER	$0.00	$39.67	$0.00	$39.67
SEWER SERVICE CHARGE	$0.00	$20.30	$0.00	$20.30
STATE MANDATED L MTR	$0.00	$9.61	$0.00	$9.61
WATER	$0.00	$45.04	$0.00	$45.04
WATER SERVICE CHARGE	$0.00	$8.40	$0.00	$8.40
	$0.00	**$129.25**	**$0.00**	**$129.25**

History (387 Items Found)

Starting Date Ending Date

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
9/11/2024	Bill Calculated	07/31/24-08/29/24		0.00	0.00	$129.25	$129.25
8/29/2024	Meter Read	Water	Auto Read	378.00	4.00	$0.00	$0.00
8/29/2024	Payment Posted	R24-260022		0.00	0.00	($129.25)	$0.00
8/13/2024	Bill Calculated	06/30/24-07/31/24		0.00	0.00	$129.25	$129.25
7/31/2024	Meter Read	Water	Auto Read	374.00	4.00	$0.00	$0.00
7/30/2024	Payment Posted	R24-215438		0.00	0.00	($122.24)	$0.00
7/12/2024	Bill Calculated	05/30/24-06/30/24		0.00	0.00	$122.24	$122.24
6/30/2024	Meter Read	Water	Auto Read	370.00	4.00	$0.00	$0.00
6/27/2024	Payment Posted	R24-172563		0.00	0.00	($122.24)	$0.00
6/11/2024	Bill Calculated	04/29/24-05/30/24		0.00	0.00	$122.24	$122.24
5/30/2024	Meter Read	Water	Auto Read	366.00	4.00	$0.00	$0.00
5/30/2024	Payment Posted	R24-134442		0.00	0.00	($122.24)	$0.00
5/14/2024	Bill Calculated	03/28/24-04/29/24		0.00	0.00	$122.24	$122.24

Usage History Chart

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New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Thu 3/7/2024 6:50 PM

To:Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

T. I. F.A.

Name

Susan Cilia

Address

[redacted]
[redacted]
Warren, Mi [redacted]
Map It

Home Phone

[redacted]

Work Phone

[redacted]

Cell Phone

[redacted]

Email

[redacted]

Driver's License Number (for internal use ONLY)

[redacted]

Number of Years a Warren Resident

41

Warren Business Owner

Yes

Name of Business

Regal Tire Co

Appointment Request

- Re-Appointment Request

Work Experience

Sales 48 years

Education

Some college

Affiliations (Clubs, Fraternal, Military, Church, etc.)

Down syndrome support group

Political Offices held, if any (Please include dates of service)

None

[redacted] WARREN, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: CILIA TONY & SUSAN

Summary Information

> Residential Building Summary
- Year Built: 1957
- Bedrooms: 0
- Full Baths: 1
- Half Baths: 1
- Sq. Feet: 1,465
- Acres: 0.168

> 3 Building Department records found

> Assessed Value: $94,180 | Taxable Value: $33,130
> 1 Special Assessment found
> Property Tax information found
> Utility Billing information found

Owner and Taxpayer Information

Owner CILIA TONY & SUSAN
[redacted]
WARREN, MI [redacted]

Taxpayer SEE OWNER INFORMATION

Legal Description

"DEVELYN SUBDIVISION" LOT 73 L37 P35-36

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 9/13/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Summer	$2,051.61	$2,051.61	08/23/2024	$0.00
2023	Winter	$50.84	$50.84	12/13/2023	$0.00
2023	Summer	$1,986.57	$1,986.57	09/12/2023	$0.00
2022	Winter	$45.86	$45.86	12/21/2022	$0.00
2022	Summer	$1,873.69	$1,873.69	08/24/2022	$0.00
2021	Winter	$104.25	$104.25	01/28/2022	$0.00
2021	Summer	$1,785.17	$1,785.17	11/24/2021	$0.00
2020	Winter	$47.74	$47.74	12/10/2020	$0.00
2020	Summer	$1,904.08	$1,904.08	09/11/2020	$0.00
2019	Winter	$44.48	$44.48	01/02/2020	$0.00
2019	Summer	$1,868.28	$1,868.28	08/27/2019	$0.00

Load More Years

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[redacted] Warren, MI [redacted] (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: CILIA TONY & SUSAN **UB Customer Name:** [redacted] OCCUPANT

Summary Information

> Residential Building Summary
- Year Built: 1957
- Bedrooms: 0
- Full Baths: 1
- Half Baths: 1
- Sq. Feet: 1,465
- Acres: 0.168

> 3 Building Department records found

> Assessed Value: $94,180 | Taxable Value: $33,130
> 1 Special Assessment found
> Property Tax information found
> Utility Billing information found

Customer Information

Name [redacted] OCCUPANT
Address [redacted] Warren, M[redacted] **Account Number** [redacted]

Amount Due

Total Amount Due **($0.38)**

Pay Now

Current Bill

Click here for a printer friendly version

Amount Due	($0.38)	**Bill From**	06/29/2024
Due Date	08/30/2024	**Bill To**	07/31/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
SEWER	($0.16)	$0.00	$0.00	($0.16)
SEWER SERVICE CHARGE	($0.01)	$0.00	$0.00	($0.01)
STATE MANDATED FEE	($0.04)	$0.00	$0.00	($0.04)
WATER	($0.17)	$0.00	$0.00	($0.17)
WATER SERVICE CHARGE	$0.00	$0.00	$0.00	$0.00
	($0.38)	**$0.00**	**$0.00**	**($0.38)**

History (696 Items Found)

Starting Date [ ] Ending Date [ ]

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/29/2024	Meter Read	Water	Auto Read	1382.00	10.00	$0.00	($0.38)
8/26/2024	Payment Posted	R24-247198		0.00	0.00	($113.00)	($0.38)
8/13/2024	Credit Transfer			0.00	0.00	$0.00	$112.62
8/13/2024	Bill Calculated	06/29/24-07/31/24		0.00	0.00	$116.05	$112.62
7/31/2024	Meter Read	Water	Auto Read	1372.00	12.00	$0.00	($3.43)
7/26/2024	Payment Posted	R24-208881		0.00	0.00	($102.00)	($3.43)
7/12/2024	Credit Transfer			0.00	0.00	$0.00	$98.57
7/12/2024	Bill Calculated	05/31/24-06/29/24		0.00	0.00	$99.16	$98.57
6/29/2024	Meter Read	Water	Auto Read	1360.00	11.00	$0.00	($0.59)
6/25/2024	Payment Posted	R24-166881		0.00	0.00	($126.00)	($0.59)
6/11/2024	Credit Transfer			0.00	0.00	$0.00	$125.41
6/11/2024	Bill Calculated	04/29/24-05/31/24		0.00	0.00	$125.43	$125.41
5/31/2024	Meter Read	Water	Auto Read	1349.00	14.00	$0.00	($0.02)

Usage History Chart

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23600 VAN DYKE WARREN, MI 48089 (Property Address)

Parcel Number: 12-99-02-325-800 **Personal Property

No Images Found

Property Owner: REGAL TIRE COMPANY

Summary Information

> Assessed Value: $0 | Taxable Value: $0

> Property Tax information found

Owner and Taxpayer Information

Owner	REGAL TIRE COMPANY 23600 VAN DYKE WARREN, MI 48089	**Taxpayer**	SEE OWNER INFORMATION

Legal Description

PERSONAL PROPERTY PARCEL

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 9/13/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Summer	$0.00	$0.00		$0.00
2023	Winter	$0.00	$0.00		$0.00
2023	Summer	$0.00	$0.00		$0.00
2022	Winter	$0.00	$0.00		$0.00
2022	Summer	$0.00	$0.00		$0.00
2021	Winter	$0.00	$0.00		$0.00
2021	Summer	$0.00	$0.00		$0.00
2020	Winter	$0.00	$0.00		$0.00
2020	Summer	$0.00	$0.00		$0.00
2019	Winter	$0.00	$0.00		$0.00
2019	Summer	$0.00	$0.00		$0.00

Load More Years

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23600 VAN DYKE Warren, MI 48089 (Property Address)

Parcel Number: 12-13-27-303-001 Account Number: 203911402



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: ROBERT MCHUGH **UB Customer Name:** 203911402 OCCUPANT

Summary Information

> Commercial/Industrial Building Summary
  - Yr Built: 1942
  - # of Buildings: 1
  - Total Sq.Ft.: 8,330

> 1 Special Assessment found

> 6 Building Department records found

> Assessed Value: $242,120 | Taxable Value: $165,461

> Property Tax information found

> Utility Billing information found

Customer Information

Name	203911402 OCCUPANT		
Address	23600 VAN DYKE Warren, MI 48089	**Account Number**	203911402

Amount Due

Total Amount Due **$0.00**

Pay Now

Current Bill

Click here for a printer friendly version

Amount Due	$0.00	**Bill From**	07/30/2024
Due Date	09/30/2024	**Bill To**	08/29/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
COMMODITY	$0.00	$0.00	$0.00	$0.00
CROSS CONNECTION	$0.00	$0.00	$0.00	$0.00
DELINQ NOTICE FEE	$0.00	$0.00	$0.00	$0.00
NSF Fee	$0.00	$0.00	$0.00	$0.00
SEWER	$0.00	$0.00	$0.00	$0.00
SEWER SERVICE CHARGE	$0.00	$0.00	$0.00	$0.00
STATE MANDATED L MTR	$0.00	$0.00	$0.00	$0.00
WATER	$0.00	$0.00	$0.00	$0.00
WATER SERVICE CHARGE	$0.00	$0.00	$0.00	$0.00
	$0.00	**$0.00**	**$0.00**	**$0.00**

History (448 Items Found)

Starting Date Ending Date

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
9/11/2024	Credit Transfer			0.00	0.00	$0.00	$0.00
9/11/2024	Bill Calculated	07/30/24-08/29/24		0.00	0.00	$129.25	$0.00
8/29/2024	Meter Read	Water	Auto Read	256.00	4.00	$0.00	($129.25)
8/27/2024	Payment Posted	R24-249735		0.00	0.00	($129.25)	($129.25)
8/19/2024	Payment Posted	R24-237305		0.00	0.00	($251.49)	$0.00
8/15/2024	Bill Adjustment	REVERSE NSF FEE		0.00	0.00	($40.00)	$251.49
8/13/2024	Bill Adjustment	Reversal Fee Added		0.00	0.00	$40.00	$291.49
8/13/2024	Payment RollBack	R24-183952V		0.00	0.00	$122.24	$251.49
8/13/2024	Bill Calculated	06/30/24-07/30/24		0.00	0.00	$129.25	$129.25
8/7/2024	Payment Posted	R24-230184		0.00	0.00	($122.24)	$0.00
7/30/2024	Meter Read	Water	Auto Read	252.00	2.00	$0.00	$122.24
7/12/2024	Bill Calculated	05/31/24-06/30/24		0.00	0.00	$122.24	$122.24
7/1/2024	Payment Posted	R24-183952		0.00	0.00	($122.24)	$0.00

Usage History Chart

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23600 VAN DYKE WARREN, MI 48089 (Property Address)

Parcel Number: 12-13-27-303-001 Account Number: 203911402



Item **1** of **2** 1 Image / 1 Sketch

Property Owner: ROBERT MCHUGH

Summary Information

> Commercial/Industrial Building Summary
  - Yr Built: 1942
  - # of Buildings: 1
  - Total Sq.Ft.: 8,330
> 1 Special Assessment found
> 6 Building Department records found
> Assessed Value: $242,120 | Taxable Value: $165,461
> Property Tax information found
> Utility Billing information found

Owner and Taxpayer Information

Owner ROBERT MCHUGH [redacted]

Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **$4,959.08**

Pay Now

Legal Description

LEO A TEMROWSKI'S GREATER VAN DYKE SUBDIVISION LOTS 1 TO 7 INCL AND LOTS 79 TO 82 INCL INCL 1/2 VAC ALLEY L8 P72

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 9/13/2024 Recalculate

Tax History

⊕ **Note: 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	
2024	Summer	$11,620.91	$6,661.83	08/30/2024	**$4,959.08**	Pay Now
2023	Winter	$254.00	$254.00	02/28/2024	$0.00	
2023	Summer	$11,164.10	$11,164.10	01/08/2024	$0.00	
2022	Winter	$229.20	$229.20	02/28/2023	$0.00	
2022	Summer	$10,711.35	$10,711.35	01/09/2023	$0.00	
2021	Winter	$520.82	$520.82	02/25/2022	$0.00	
2021	Summer	$10,328.74	$10,328.74	01/19/2022	$0.00	
2020	Winter	$238.53	$238.53	01/25/2021	$0.00	
2020	Summer	$10,634.63	$10,634.63	01/21/2021	$0.00	
2019	Winter	$259.81	$259.81	03/02/2020	$0.00	
2019	Summer	$10,518.57	$0.00		**$10,518.57**	** Read Note(s) Above

Load More Years

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New submission from City Commission / Board Application

Web Master <webmaster@cityofwarren.org>

Tue 7/23/2024 2:13 PM

To:Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

TIFA Board Commission

Name

KABIR AHMED

Address

[redacted]
[redacted]
WARREN, Michigan 48092
Map It

Home Phone

[redacted]

Cell Phone

[redacted]

Email

[redacted]

Driver's License Number (for internal use ONLY)

[redacted]

Number of Years a Warren Resident

12plus

Warren Business Owner

Yes

Name of Business

lowcostcomforthvac

Work Experience

Server - Best Western
Plant Maintenance/Director - Omni Continuing Care
Service Technician - Hightower's Plumbing, Heating
Low Cost Comfort HVAC - Heating & Cooling

Education

Hamtramck High School
Associate of Applied Science in Heating, Ventilation and Air Conditioning - Wayne County Community College

Please feel free to add any additional information

Volunteer for Community

- Preparing agenda, minutes, and packets for community meetings
- Helping the community with any city issues, that need to be addressed
- Responding to public request
- Responding back to the community with if issues, are not resolved.
- Helping neighbors to make sure they are safe

Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

[redacted] WARREN, MI 48092 (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: AHMED KABIR

Summary Information

> Residential Building Summary
- Year Built: 2006 - Bedrooms: 4
- Full Baths: 2 - Half Baths: 1
- Sq. Feet: 2,578 - Acres: 0.252

> Utility Billing information found

> Assessed Value: $167,410 | Taxable Value: $126,093

> Property Tax information found

> 10 Building Department records found

Owner Information

Not Available

Amount Due

Property Total **$0.00**

Permits

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

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Building	PB06-155888		FINALED	9/7/2006	2/14/2007	$0.00	View
CEMENT	PC06-52084		EXPIRED	10/24/2006		$0.00	View
Electrical	PE06-200756		FINALED	9/27/2006	1/26/2007	$0.00	View
Electrical	PE13-001631		FINALED	7/3/2013	8/2/2013	$0.00	View
Electrical	PE13-001735		FINALED	7/17/2013	8/2/2013	$0.00	View
Mechanical	PM06-091863		FINALED	9/27/2006	1/19/2007	$0.00	View
Mechanical	PM06-092122		FINALED	10/31/2006	1/22/2007	$0.00	View
Mechanical	PM06-092154		EXPIRED	11/8/2006	1/22/2007	$0.00	View
Plumbing	PP06-095011		FINALED	11/8/2006	1/23/2007	$0.00	View
Special	PSP13-00582		FINALED	3/15/2013	9/5/2013	$0.00	View

1

Displaying items 1 - 10 of 10

Apply for a Permit

Attachments

Date Created	Title	Record

No records to display.

Displaying items 0 - 0 of 0

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[redacted] WARREN, MI 48092 (Property Address)

Parcel Number: [redacted] Account Number: [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: AHMED KABIR

Summary Information

> Residential Building Summary
- Year Built: 2006 - Bedrooms: 4
- Full Baths: 2 - Half Baths: 1
- Sq. Feet: 2,578 - Acres: 0.252

> Utility Billing information found

> Assessed Value: $167,410 | Taxable Value: $126,093

> Property Tax information found

> 10 Building Department records found

Owner and Taxpayer Information

Owner AHMED KABIR [redacted] WARREN, MI 48092

Taxpayer SEE OWNER INFORMATION

Amount Due

Current Taxes: **$6,577.79**

Pay Now

Legal Description

THE RESERVE AT HERITAGE VILLAGE; M.C.C.P. NO. 943; UNIT # 87

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 8/20/2024 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	$6,577.79	$0.00		**$6,577.79**	Pay Now
2023	Winter	$193.54	$193.54	01/03/2024	$0.00	
2023	Summer	$6,235.08	$6,235.08	01/03/2024	$0.00	
2022	Winter	$174.66	$174.66	12/27/2022	$0.00	
2022	Summer	$5,849.94	$5,849.94	12/28/2022	$0.00	
2021	Winter	$396.88	$396.88	12/28/2021	$0.00	
2021	Summer	$5,733.02	$5,733.02	12/31/2021	$0.00	
2020	Winter	$181.76	$181.76	12/23/2020	$0.00	
2020	Summer	$5,911.02	$5,911.02	12/29/2020	$0.00	
2019	Winter	$169.28	$169.28	12/30/2019	$0.00	
2019	Summer	$5,698.61	$5,698.61	12/30/2019	$0.00	

Load More Years

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

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[redacted] WARREN, MI 48092 (Property Address)

Parcel Number: [redacted] Account Number [redacted]



Item 1 of 2 1 Image / 1 Sketch

Property Owner: AHMED KABIR **UB Customer Name:** [redacted] OCCUPANT

Summary Information

- Residential Building Summary
  - Year Built: 2006
  - Bedrooms: 4
  - Full Baths: 2
  - Half Baths: 1
  - Sq. Feet: 2,578
  - Acres: 0.252
- Utility Billing information found
- Assessed Value: $167,410 | Taxable Value: $126,093
- Property Tax information found
- 10 Building Department records found

2 Associated Records Found for this Parcel

Select an associated record from the drop down below to view more detailed information.

View Record: 309940397

Customer Information

Name [redacted] OCCUPANT
Address WARREN, MI 48092

Account Number [redacted]7

Amount Due
Total Amount Due $124.66
Pay Now

Current Bill

Click here for a printer friendly version

Amount Due $124.66
Due Date 08/30/2024

Bill From 06/30/2024
Bill To 07/30/2024

Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
DELINQ NOTICE FEE	$0.00	$0.00	$0.00	$0.00
NSF Fee	$0.00	$0.00	$0.00	$0.00
SEWER	$0.00	$47.60	$0.00	$47.60
SEWER SERVICE CHARGE	$0.00	$8.12	$0.00	$8.12
STATE MANDATED FEE	$0.00	$11.53	$0.00	$11.53
WATER	$0.00	$54.05	$0.00	$54.05
WATER SERVICE CHARGE	$0.00	$3.36	$0.00	$3.36
	$0.00	**$124.66**	**$0.00**	**$124.66**

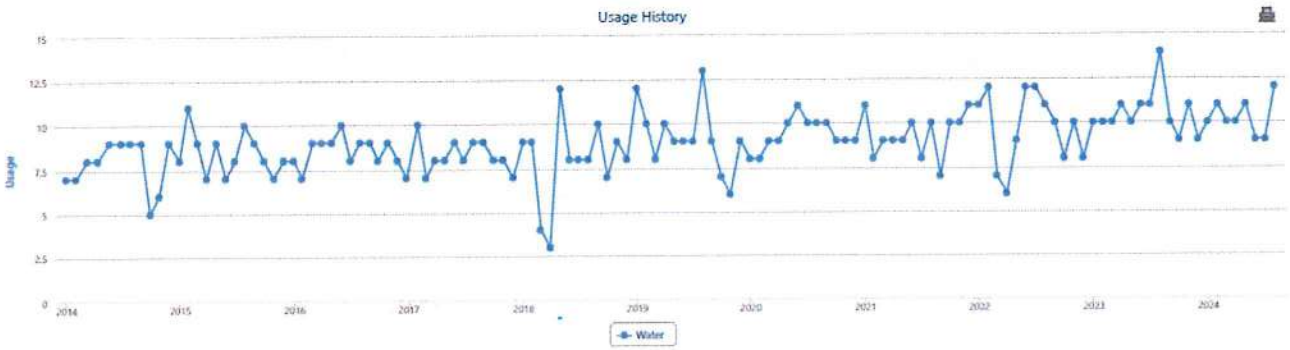
History (393 Items Found)

Starting Date Ending Date

Click here for a printer friendly version

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/13/2024	Bill Calculated	06/30/24-07/30/24		0.00	0.00	$124.66	$124.66
7/30/2024	Meter Read	Water	Auto Read	1231.00	12.00	$0.00	$0.00
7/20/2024	Payment Posted	R24-198558		0.00	0.00	($90.27)	$0.00
7/12/2024	Bill Calculated	05/31/24-06/30/24		0.00	0.00	$90.27	$90.27
6/30/2024	Meter Read	Water	Auto Read	1219.00	9.00	$0.00	$0.00
6/23/2024	Payment Posted	R24-163457		0.00	0.00	($90.27)	$0.00
6/11/2024	Bill Calculated	04/29/24-05/31/24		0.00	0.00	$90.27	$90.27
5/31/2024	Meter Read	Water	Auto Read	1210.00	9.00	$0.00	$0.00
5/29/2024	Payment Posted	R24-132768		0.00	0.00	($107.77)	$0.00
5/14/2024	Bill Calculated	03/28/24-04/29/24		0.00	0.00	$107.77	$107.77
5/12/2024	Payment Posted	R24-112409		0.00	0.00	($101.99)	$0.00
5/10/2024	Penalty			0.00	0.00	$2.97	$101.99
4/29/2024	Meter Read	Water	Auto Read	1201.00	11.00	$0.00	$99.02

Usage History Chart



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

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CITY CONTROLLER'S OFFICE
One City Square, Suite 425
Warren, MI 48093-5289
(586) 574-4600
Fax (586) 574-4614
www.cityofwarren.org

September 16, 2024

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for Re-appropriation of Funds - Various Departments

Dear Council Secretary Moore:

Upon review, several departments have the need for a re-appropriation of funds for equipment, vehicles, services, capital improvements and grant expenditures that were approved in the prior year's Budget but not received or completed by June 30, 2024.

Fund	Department	Amount
General	37th District Court	$ 315,834.00
	Assessing	37,000.00
	IS	41,547.00
	Building Maintenance	50,000.00
	Admin Unallocated	858,581.00
	Police	231,056.00
	Fire	3,136,414.00
	Building Inspections	17,000.00
	Planning	256,775.00
	DPW	1,356,885.00
	Veteran's Memorial	25,000.00
	Engineering	56,000.00
	Total General Fund	$ 6,382,092.00

(continued)

Fund		Amount
Major Roads	$	4,477,410.00
Local Roads		521,602.00
2011 Local Street Repair		6,885,000.00
Parks & Recreation		4,758,908.00
Communications		46,250.00
Indigent Defense		2,760,753.89
Drug Forfeiture		24,119.00
Library		2,000,000.00
37th District Court Renovation		91,000.00
Senior Houseing - Stilwell		32,405.00
Senior Housing - Coach		41,785.00
Water & Sewer Maintenance		1,930,932.00
Waster Water Treatment		3,332,336.00
Total Water & Sewer	$	5,263,268.00
TOTAL ALL FUNDS	$	33,284,592.89

If City Council approves, please be advised that sufficient funds are available to accommodate these re-appropriation requests. Copies of amending budget resolutions are attached for Council action.

Respectfully,

Kristina K Battle
Budget Director

Approved: _____
Lori M. Stone, Mayor

cc: Richard Fox

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Budget Director with the concurrence from several Department Officials has indicated a need to this Council for a re-appropriation of funds in the amount of $6,382,092 to fund equipment, services, and grant expenditures approved in the prior year's Budget but not completed by June 30, 2024,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the General Fund in the amount of $6,382,092.

Account Number	Account Title	Amount
Transfer to:		
101-1136-74007	Clean Slate OT - Court	$ 68,819
101-1136-80137	Contractual Services – Data Processing	65,784
101-1136-70716	Substance Abuse Grant FY24-Temporary Employees	37,489
101-1136-71500	Substance Abuse Grant FY24-Social Security	3,073
101-1136-82248	Substance Abuse Grant FY24	131,930
101-1136-82249	MI Drug Court Grant FY24	8,739
101-1209-82602	Professional Services - Assessing	37,000
101-1258-80100	Contractual Services - IS	5,200
101-1258-98001	Computer Equipment - IS	36,347
101-1265-98400	Equipment – Building Maintenance	50,000
101-1294-80104	Contractual Services – Data Conversion/Payroll	545,445
101-1294-82602	Professional Services – Court data migration	25,000
101-1294-98500	ARPA Consulting	288,136
101-1301-82404	MCOLES Police Academy Ast Program	68,400
101-1301-98402	Equipment - Police	109,855
101-1301-98479	2022 Byrne Jag	12,924
101-1301-98504	2021 Byrne Jag	12,813
101-1301-98486	2023 Byrne Jag	27,064

101-1336-82401	Instruction – Fire Training	76,192
101-1336-97400	Capital - Fire	2,315,023
101-1336-98469	Mi Economic Development Grant	400,000
101-1336-98401	Fire Equipment	345,199
101-1371-98000	Office Equipment – Building Inspections	17,000
101-1400-80100	Contractual Services - Planning	256,775
101-1442-80100	Contractual Services – Storm Sewer Contracts	193,901
101-1442-97400	Capital Improvements - DPW	1,083,760
101-1442-98103	DPW Vehicles/Equipment	79,224
101-1797-97400	Capital Improvements – Veteran's Memorial	25,000
101-1447-98100	Vehicles - Engineering	56,000
		$ 6,382,092
Transfer from:		
101-0000-39601	General Fund Contingency	$ 6,382,092

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the General Fund Budget for fiscal 2025 in the amount of $6,382,092.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Budget Director with the concurrence of the Division of Engineering has indicated a need to this Council for a re-appropriation of funds in the amount of $4,477,410.00 to fund road improvements approved in the prior year's Budget but not completed by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the Michigan Transportation Major Roads Fund in the amount of $4,477,410.

Account Number	Account Title	Amount
Transfer to:		
202-2451-97400	Capital Improvements	$ 4,212,937
202-2463-80205	Joint Crack Sealing	45,000
202-2474-80120	Traffic Signals	169,473
202-2474-80123	Pavement Marking	50,000
		$ 4,477,410
Transfer from:		
202-0000-39001	Fund Balance Adjustment	$ 4,477,410

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the Michigan Transportation Major Roads Fund total Budget for fiscal 2025 in the amount of $4,477,410.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Budget Director with the concurrence of the Division of Engineering has indicated a need to this Council for a re-appropriation of funds in the amount of $521,602.00 to fund road improvements approved in the prior year's Budget but not completed by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the Michigan Transportation Local Roads Fund in the amount of $521,602.

Account Number	Account Title	Amount
Transfer to:		
203-3451-97400	Capital Improvements	$ 383,500
203-3463-80206	Concrete/Pavement Repairs	41,052
203-3463-80205	Joint Crack Sealing	77,050
203-3474-80123	Pavement Marking	20,000
		$ 521,602
Transfer from:		
203-0000-39001	Fund Balance Adjustment	$ 521,602

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the Michigan Transportation Local Roads Fund total Budget for fiscal 2025 in the amount of $521,602.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Budget Director with the concurrence of the Division of Engineering has indicated a need to this Council for a re-appropriation of funds in the amount of $6,885,000.00 to fund capital improvements approved in the prior year's Budget but not completed by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the Local Street Road Repair Fund in the amount of $6,885,000.

Account Number	Account Title	Amount
Transfer to:		
204-9204-97400	Capital Improvements	$ 6,885,000
Transfer from:		
204-0000-39001	Fund Balance Adjustment	$ 6,885,000

BE IT FURTHER RESOLVED, that the City Council hereby revises appropriations for the Local Street Road Repair Fund Budget for fiscal 2025 in the amount of $6,885,000.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Budget Director with the concurrence of the Parks and Recreation Director has indicated a need to this Council for a re-appropriation of funds in the amount of $4,758,908 to fund the continuation of park repairs and upgrades, grant expenditures, capital improvements and building maintenance approved in the prior year's Budget but not completed by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the Parks and Recreation Special Revenue Fund in the amount of $4,758,908.

Account Number	Account Title	Amount
Transfer to:		
208-9208-97400	Capital Improvements	$ 1,024,294
208-9208-93000	Building Maintenance	34,614
208-9208-98462	Community Enhancement Grant	1,500,000
208-9208-98500	ARPA Expenditures	2,200,000
		$ 4,758,908
Transfer from:		
208-0000-39001	Fund Balance Adjustment	$ 1,058,908
208-0080-52800	Other Federal Grants/ARPA	2,200,000
208-0080-56608	Community Enhancement Grant	1,500,000
		$ 4,758,908

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the Parks and Recreation Special Revenue Fund Budget for fiscal 2025 in the amount of $4,758,908.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Communications Director has indicated a need to this Council for a re-appropriation of funds in the amount of $46,250 to fund equipment expenditures approved in the prior year's Budget but not completed by June 30, 2024,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2025 Budget, approves the additional appropriation of funds to the following budget line items in the Communications Special Revenue Fund Budget for fiscal 2025 in the amount of $46,250.

Account Number	Account Title	Amount
Transfer to:		
250-9250-98412	Cable TV Equipment	$ 11,250
250-9250-98100	Vehicles	35,000
		$ 46,250
Transfer From:		
250-0000-39001	Fund Balance Adjustment	$ 46,250

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the Communications Special Revenue Fund Budget for fiscal 2025 in the amount of $46,250.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Budget Director with the concurrence of the 37th District Court has indicated a need to this Council for a re-appropriation of funds in the amount of $2,760,753.89 to fund the continuation of the Indigent Defense Grant in the prior year's Budget but not completed by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the Indigent Defense Special Revenue Fund in the amount of $2,760,753.89.

Account Number	Account Title	Amount
Transfer to:		
259-9259-70600	Permanent Employees	19,427.62
259-9259-71500	Social Security	1,482.60
259-9259-71900	Employee Insurances	12,296.20
259-9259-71905	Health Savings	363.53
259-9259-72201	Retirement	1,817.62
259-9259-72700	Office Supplies	1,445.66
259-9259-80100	Contractual Services	11,868.75
259-9259-80301	Unemployment Costs	600.41
259-9259-82601	Counsel for Indigents	2,711,451.50
		$ 2,760,753.89
Transfer from:		
259-0000-39001	Fund Balance Adjustment	$ 2,760,753.89

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the Michigan Indigent Defense Commission Special Revenue Fund Budget for fiscal 2025 in the amount of $2,760,753.89.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Budget Director with the concurrence of the Police Department has indicated a need to this Council for a re-appropriation of funds in the amount of $24,119 to fund equipment approved in the prior year's Budget but not received by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the Drug Forfeiture Special Revenue Fund in the amount of $24,119.

Account Number	Account Title	Amount
Transfer to:		
261-9261-82214	Federal Drug Forfeiture - Justice	$ 8,119
261-9261-82215	Local Drug Forfeiture	16,000
		$ 24,119
Transfer from:		
261-0000-39001	Fund Balance Adjustment	$ 24,119

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the Drug Forfeiture Special Revenue Fund Budget for fiscal 2025 in the amount of $24,119.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Budget Director with the concurrence of the Library Director has indicated a need to this Council for a re-appropriation of funds in the amount of $2,000,000 to fund new library construction approved in the prior year's Budget but not completed by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the Library Special Revenue Fund in the amount of $2,000,000.

Account Number	Account Title	Amount
Transfer to:		
271-9271-98500	ARPA	$ 2,000,000
Transfer from:		
271-0080-52800	Other Federal Grants/ARPA	$ 2,000,000

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the Library Special Revenue Fund Budget for fiscal 2025 in the amount of $2,000,000.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Budget Director with the concurrence of the Court Administrator has indicated a need to this Council for a re-appropriation of funds in the amount of $91,000 to fund renovation projects approved in the prior year's Budget but not completed or received by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the 37th District Court Building Renovation Capital Project Fund in the amount of $91,000.

Account Number	Account Title	Amount
Transfer to:		
410-9410-97400	Capital Improvement	$ 91,000
Transfer from:		
410-0000-39001	Fund Balance Adjustment	$ 91,000

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the fiscal 2025 37th District Court Building Renovation Capital Project Fund in the amount of $91,000.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Budget Director with the concurrence of the Senior Housing Director of Operations has indicated a need to this Council for a re-appropriation of funds in the amount of $32,405 to fund renovation projects approved in the prior year's Budget but not completed or received by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the Senior Housing Stilwell Manor Enterprise Fund in the amount of $32,405.

Account Number	Account Title	Amount
Transfer to:		
536-9536-93000	Building Maintenance	$ 25,000
536-9536-98408	Equipment – Maintenance	7,405
		32,405
Transfer from:		
536-0080-67601	Retained Earnings	$ 32,405

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated appropriations for the fiscal 2025 Senior Housing Stilwell Manor Enterprise Fund in the amount of $32,405.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Budget Director with the concurrence of the Senior Housing Director of Operations has indicated a need to this Council for a re-appropriation of funds in the amount of $41,785 to fund renovation projects approved in the prior year's Budget but not completed or received by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the Senior Housing Joseph Coach Manor Enterprise Fund in the amount of $41,785.

Account Number	Account Title	Amount
Transfer to:		
537-9537-98408	Equipment - Maintenance	$ 16,785
537-9537-93000	Building Maintenance	25,000
		41,785
Transfer from:		
537-0080-67601	Retained Earnings	$ 41,785

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the fiscal 2025 Senior Housing Joseph Coach Manor Enterprise Fund in the amount of $41,785.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

A_____Meeting of the City Council of the City of Warren, County of Macomb, Michigan held_____, 2024, at 7:00 o'clock p.m. Eastern Daylight Savings 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 Accounting Supervisor has indicated a need to this Council for a re-appropriation of funds in the amount of $5,263,268 to fund capital improvements and equipment approved in the prior year's Budget but not completed or received by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation of funds to the following budget line items in the Water and Sewer System Enterprise Fund in the amount of $5,263,268.

Account Number	Account Title	Amount
Transfer to:		
592-9047-98040	Equipment – Water Maintenance	$ 1,829,582
592-1540-80253	DWAM Grant	101,350
592-9047-98080	Equipment – WWTP	3,332,336
		$ 5,263,268
Transfer from:		
592-0080-67601	Retained Earnings	$ 5,263,268

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the fiscal 2025 Water and Sewer System Enterprise Fund in the amount of $5,263,268.

AYES: Council Members _____

_____

NAYS: Council Members _____

_____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

_____

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

_____

SONJA BUFFA
City Clerk

Contractual obligations, gas price increases.

CITY ATTORNEY'S OFFICE
One City Square, Suite 400
Warren, MI 48093-5285
(586) 574-4671
FAX (586) 574-4530
www.cityofwarren.org

August 7, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

Re: Proposed Ordinance Amendment to the Commission on Disabilities Enabling Ordinance, Chapter 2, Section 2-265

Dear Council Secretary Moore:

Attached is a proposed amendment to the City's Commission on Disabilities enabling ordinance. The proposed amendment changes the member term from one year to three years. It also changes the number of commissioners from six to seven. Finally, the amendment adds a requirement that members have a demonstrated interest in fostering inclusion and removing barriers for persons with disabilities.

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

Respectfully,

Caitlin Murphy
Assistant City Attorney

CM/s/ltr to m moore w comm on disabilities ordinance
Id107159
Attachment

Read and Concur:

Mary Michaels
Acting City Attorney

Approved:

Lori M. Stone
Mayor

ORDINANCE NO. 80-___

AN ORDINANCE TO AMEND CHAPTER 2, SECTION 2-265 TO CHANGE THE COMMISSION ON DISABILITIES MEMBER APPOINTMENTS FROM ONE-YEAR TERMS TO STAGGERED THREE-YEAR TERMS.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Chapter 2, Section 2-265 of the Code of Ordinances of the City of Warren, Michigan,

WHICH CURRENTLY READS AS FOLLOWS:

Sec. 2-265. Members and term.

The commission shall consist of six (6) members to be appointed by the mayor, at least three (3) of whom shall be persons covered by the Americans with Disabilities Act of 1990, as amended. The members shall serve for one-year terms and may be re-appointed for any number of terms.

IS HEREBY AMENDED TO READ AS FOLLOWS:

Sec. 2-265. Members and term.

The commission ~~shall~~ consists of seven ~~six (6)~~ mayor-appointed members. ~~to be appointed by the mayor.~~ At least three ~~(3)~~ members ~~of whom~~ shall be ~~persons~~ people covered by the Americans with Disabilities Act of 1990, as amended. All members shall have a demonstrated interest in fostering inclusion and removing barriers for people living with a disability. The members shall serve for staggered ~~one~~ three-year terms. ~~and~~ Members may be re-appointed for any number of terms.

SECTION 2. This Ordinance shall take effect on_____2024.

I HEREBY CERTIFY that the foregoing Ordinance No. 80-_____was adopted by the Council of the City of Warren at its meeting held on_____2024.

_____
SONJA BUFFA
City Clerk

Published: _____

CITY ATTORNEY'S OFFICE
ONE CITY SQUARE, SUITE 400
WARREN, MI 48093-5285
(586) 574-4671
FAX (586) 574-4530
www.cityofwarren.org

August 21, 2024

Ms. Mindy Moore
Council Secretary
City of Warren

Re: Proposed Ordinance to Amend Chapter 2, Article V, Division 2.5 of the Code of Ordinances of the City of Warren, entitled "Downtown Development Authority"

Dear Council Secretary Moore:

Attached please find the proposed ordinance amendment to update the downtown development authority ordinance consistent with the enabling legislation, Public Act 57 of 2018, the Recodified Tax Increment Financing Act, MCLA 125.4201 et. seq. ("Act 57").

The ordinance amendment will update the composition of the board consistent with Act 57, specifically, MCLA 125.4204, which requires the majority to be composed of persons having an interest in the downtown district or officers or employees of a legal entity having a property interest, and a resident member when there are at least 100 persons residing in the district. The ordinance will no longer require a representative member of the Warren Consolidated Schools. The elimination of the school district seat is consistent with the position of the school district on this matter, as relayed by Superintendent Dr. Robert Livernois to Mayor Lori Stone, in correspondence dated January 30, 2024, a copy of which is attached. School District attorney Donald DeNault followed up in support of this matter.

A school board representative was not, and is not currently, a statutory requirement. Following the reasoning of the Michigan Attorney General in 1999 Mich. OAG no. 7037, 1999 WL 958530, the ordinance should be consistent with Act 57, to be legally authorized. The applicable statutory section is also attached.

A secondary purpose for the amendment is to update the references to repealed statutes with the replacement statutory sections. The former legislation known as the Downtown Development Authority Act, No. 197 of 1975 has been re-codified as Part 2 of Act 57, MCL 125.4201 to MCL 125.4230.

Respectfully,

Mary Michaels
Acting City Attorney

Enclosures
cc: Dr. Robert Livermois, Superintendent, Warren Consolidated Schools
Donald DeNault, Esq.
Tom Bommarito, DDA Director

Approved:

Lori M. Stone, Mayor

ORDINANCE NO. 80-_____

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE V, DIVISION 2.5, OF THE CODE OF ORDINANCES ENTITLED DOWNTOWN DEVELOPMENT AUTHORITY.

THE CITY OF WARREN ORDAINS:

SECTION 1. That Sections 2-109 through 2-111 of Chapter 2, Article V, Division 2.5 of the Ordinances of the City of Warren, Michigan,

WHICH PRESENTLY READ AS FOLLOWS:

Sec. 2-109. - Determination of necessity; purpose.

The city council hereby finds that the downtown district as described in Section 2-112 is comprised of the principal business district within the City of Warren. The city council further determines that it is in the best interests of the public to adopt the 2005 Downtown District Plan and Tax Increment Financing Plan and to create and authorize a public body corporate named the downtown development authority to implement the plan within the downtown district. The authority shall operate to halt property value deterioration, eliminate the causes of deterioration, promote development in accordance with the amended plan, increase property tax valuation and promote economic growth where possible in the downtown district of the city, pursuant to Michigan Public Act 197 of 1975, as amended, MCLA 125.1651.

Sec. 2-110. - Definitions.

The terms used in this division shall have the same meaning as given to them in Public Act 197 of 1975 as amended, MCLA 125.1651, or as hereinafter in this section provided unless the context clearly indicates to the contrary. As used in this division:

Authority means the downtown development authority created by this division.

Act 197 means Act No. 197 of the Public Acts of Michigan of 1975, as amended, entitled the Downtown Development Authority Act, found at MCLA 125.1651.

Board or *board of directors* means the board of directors of the downtown development authority.

Chief executive officer means the mayor of the city.

City means the City of Warren, Michigan.

Council or *city council* means the City Council of the City of Warren.

Development plan means the plan prepared in compliance with section 17 of Public Act 197 of 1975; MCLA 125.1667 designating the boundaries of the downtown district development area and proposed development, construction, renovation, rehabilitation, land acquisition and improvement.

Downtown district or *district* means the business district designated by this division in section 2-112, as now existing or hereafter amended, and within which the authority shall exercise its powers.

Downtown district development plan means the tax increment financing plan together with the development plan approved by the downtown development authority and adopted by the city council. Such plan may be amended as provided by Public Act 197 of 1975; MCLA 125.1651.

Tax increment financing plan means the financing plan for the activities of the downtown development authority prepared in compliance with sections 14 to 16 of Public Act 197 of 1975; MCLA 125.1664 to 125.1666, submitted to and approved by the city council.

Sec. 2-111. - Creation of authority; powers.

There is hereby created pursuant to Public Act 197 of 1975, as amended, MCLA 125.1651, the downtown development authority for the City of Warren. The authority shall be a public body corporate and shall be known and exercise its powers under title of the "Downtown Development Authority of the City of Warren". The authority may adopt a seal, may sue and be sued in any court of this state and shall possess all of the powers necessary to carry out the purposes of its incorporation as provided by this division and Public Act 197 of 1975, MCLA 125.1651. The enumeration of a power in this or in Public Act 197 of 1975 shall not be construed as a limitation upon the general powers of the authority.

SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 2-109. - Determination of necessity; purpose.

The city council hereby finds that the downtown district as described in Section 2-112 is comprised of the principal business district within the City of Warren. The city council further determines that it is in the best interests of the public to adopt the **Amended** 2005 Downtown District Plan and Tax Increment Financing Plan and to create and authorize a public body corporate named the downtown development authority to implement the plan within the downtown district. The authority shall operate to halt property value deterioration, eliminate the causes of deterioration, promote development in accordance with the amended plan,

increase property tax valuation and promote economic growth where possible in the downtown district of the city, pursuant to **Michigan Public Act No. 57 of 2018, as amended, MCLA 125.4101, et. seq.** ~~Michigan Public Act 197 of 1975, as amended, MCLA 125.1651.~~

Sec. 2-110. - Definitions.

The terms used in this division shall have the same meaning as given to them in **Michigan Public Act No. 57 of 2018, as amended, Part 2, specifically, MCLA 125.4201.** ~~Public Act 197 of 1975 as amended, MCLA 125.1651~~, or as hereinafter in this section provided unless the context clearly indicates to the contrary. As used in this division:

Authority means the downtown development authority created by this division.

Act 57 means Part 2 of No 57 of the Public Acts of 2018, as amended, the Re-codified Tax Increment Financing Act, specifically captioned, "Downtown Development Authorities", at MCLA 125.4201 to 125.4230. ~~*197*~~ ~~means Act No. 197 of the Public Acts of Michigan of 1975, as amended, entitled the Downtown Development Authority Act, found at MCLA 125.1651.~~

Board or *board of directors* means the board of directors of the downtown development authority.

Chief executive officer means the mayor of the city.

City means the City of Warren, Michigan.

Council or *city council* means the City Council of the City of Warren.

Development plan means the plan prepared in compliance with section **217 of Public Act 57 of 2018, MCLA 125.4217,** ~~17 of Pubic Act 197 of 1975; MCLA 125.1667~~ designating boundaries of the downtown district development area and proposed development, construction, renovation, rehabilitation, land acquisition and improvement.

Downtown district or district means the business district designated by this division in section 2-112, as now existing or hereafter amended and within which the authority shall exercise its powers.

Downtown district development plan means the tax increment financing plan together with the development plan approved by the downtown development authority and adopted by the city council. Such plan may be amended as provided by **Public Act 57 of 2018, MCLA 125.4201 to MCLA 125.4230.** ~~Public Act 197 of 1975; MCLA 125.1651.~~

Tax increment financing plan means the financing plan for the activities of the downtown development authority prepared in compliance with **sections 211, 4214, 4215 and 4216 of Act 57 of 2018, formerly,** sections 14 to 16 of Public Act 197 of 1975; MCLA 125.1664 to 125.1666, submitted to and approved by the city council.

Sec. 2-111. - Creation of authority; powers.

The **downtown development authority exists pursuant to section 202 of Act 57, and was established** ~~hereby created~~ pursuant **Public Act 57 of 2018, MCLA 135.4201 to MCL 125.4230, formerly** Public Act 197 of 1975, as amended, MCLA 125.1651, **as** the downtown development authority for the City of Warren. The authority shall be a public body corporate and shall be known and exercise its powers under title of the "Downtown Development Authority of the City of Warren". The authority may adopt a seal, may sue and be sued in any court of this state and shall possess all of the powers necessary to carry out the purposes of its incorporation as provided by this division and **Act 57, generally, MCLA 125.4205 to MCLA 125.4207.** ~~Public Act 197 of 1975, MCLA 125.1651~~. The enumeration of a power in this or in ~~Public Act 197 of 1975~~ shall not be construed as a limitation upon the general powers of the authority.

SECTION 2. That Section 2-114 of Chapter 2, Article V, Division 2.5 of the Ordinances of the City of Warren, Michigan,

WHICH PRESENTLY READS AS FOLLOWS:

Sec. 2-114 - Board of directors.

The authority shall be under the supervision and control of the board. The board shall consist of the chief executive officer plus eight (8) members. Members shall be appointed by the chief executive officer, subject to approval by the council. Not less than a majority of the members shall be persons having an interest in property located in the district. (Not less than one (1) of the members shall be the representative of the Warren Consolidated Schools.) If the district has one hundred (100) or more persons residing within it, not less than one (1) of the members shall be a resident of the district. Members shall be appointed to serve for a term of four (4) years, except that of the members first appointed, two (2) shall be appointed for terms of one (1) year, two (2) shall be appointed for terms of two (2) years, two (2) shall be appointed for terms of three (3) years, and two (2) shall be appointed for terms of four (4) years. A member shall hold office until the member's successor is appointed and qualified. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office. An appointment to fill a vacancy shall be made by the chief executive officer for the unexpired term

only. Members of the board shall serve without compensation, but may be reimbursed for actual and necessary expenses. The chairperson of the board shall be elected by the board. The board shall adopt bylaws governing its procedures subject to the approval of the council. The board may employ and fix the compensation of a director, subject to the approval of the city council. Such director shall furnish a bond in the penal sum of fifty thousand dollars ($50,000.00) payable to the authority for use and benefit of the Authority and shall file the same with the city clerk of the city.

SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 2-114 - Board of directors.

The authority shall be under the supervision and control of the board. The board shall consist of the chief executive officer plus eight (8) members. Members shall be appointed by the chief executive officer, subject to approval by the council. Not less than a majority of the members shall be persons having an interest in property located in the downtown district, **or officers, members, trustees, principals, or employees of a legal entity having an interest in property, located in the downtown district.** ~~(Not less than one (1) of the members shall be the representative of the Warren Consolidated Schools.)~~ If the district has one hundred (100) or more persons residing within it, not less than one (1) of the members shall be a resident of the district. Members shall be appointed to serve for a term of four (4) years~~, except that of the members first appointed, two (2) shall be appointed for terms of one (1) year, two (2) shall be appointed for terms of two (2) years, two (2) shall be appointed for terms of three (3) years, and two (2) shall be appointed for terms of four (4) years.~~ A member shall hold office until the member's successor is appointed and qualified. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office. An appointment to fill a vacancy shall be made by the chief executive officer for the unexpired term only. Members of the board shall serve without compensation, but may be reimbursed for actual and necessary expenses. The chairperson of the board shall be elected by the board. The board shall adopt bylaws governing its procedures subject to the approval of the council. The board may employ and fix the compensation of a director, subject to the approval of the city council. Such director shall furnish a bond in the penal sum of fifty thousand dollars ($50,000.00) payable to the authority for use and benefit of the Authority and shall file the same with the city clerk of the city.

SECTION 3. That Chapter 2, Article V, Division 2.5 shall be amended to correct references to **the former** statute "Act 197" with "Act 57" in any place where "Act 197" appears.

SECTION 4. Except as amended all other parts or provisions of the division shall remain unchanged and in effect.

SECTION 5. This Ordinance shall take effect on _____, 2024.

I HEREBY CERTIFY that the foregoing Ordinance No. 80-_____ was adopted by the Council of the City of Warren at its meeting held on _____, 2024.

_____
SONJA BUFFA
City Clerk

Published: _____, 2024

ID 107094

Warren Consolidated Schools

Creating Dynamic Futures through Student Achievement, High Expectations, and Strong Relationships

ADMINISTRATION BUILDING
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Warren, MI 48093
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Kyle M. Johnson, Trustee
Brian White, Trustee

Robert D. Livernois, Ph.D.
Superintendent

January 30, 2024

The Honorable
Lori M. Stone
Mayor of Warren, Michigan
One City Square
Warren, MI 48093

Re: Downtown Development Authority Membership

Dear Mayor Stone,

Per our recent telephone conversation, I am writing to summarize the history of Warren Consolidated Schools' involvement with the City of Warren Downtown Development Authority ("DDA"), or more specifically, the lack thereof during the past 30-plus years.

In August of 1993, the City of Warren ("City") and Warren Consolidated Schools ("District") entered into an intergovernmental agreement that allowed for one seat on the City's DDA to be held by a member of the District's Board of Education. We have not been able to locate a copy of that agreement, but it does appear to exist based on minutes of the Board of Education meetings, a reference in Board policies, and the reference in the City's Code of Ordinances. The agreement appears to have been a direct outcome of two tax appeals that had been filed by the General Motors Technical Center ("Tech Center") around that time. The District was a party to the tax appeals, and approved its settlement on September 7, 1993. Directly after doing so, the Board of Education then approved the intergovernmental agreement (referred to as an "Interlocal Agreement") relating to a seat on the City's DDA.

At that moment in history, the Tech Center's tax appeals likely impacted the District's funding significantly. The Tech Center was possibly the largest City taxpayer, and the tax revenues therefrom were pivotal to ensuring the perpetuation of many City and District operations. However, shortly thereafter in March of 1994, Proposal A was adopted in Michigan. School funding was significantly revamped, thereby rendering the original intent behind having a school district "voice" in DDA proposals and initiatives largely irrelevant.

Evidence of the irrelevance of the position is apparent through the lens of recent history. No one who is still part of the District can remember a time when either the City or the District has honored or enforced the agreement. I have been the Superintendent for 16 years, and our legal counsel has been part of the District for more than 25 years. During that span, and predating my arrival, our counsel could only locate an inquiry from my predecessor about participating with a member on the DDA, which suggests that no participation was occurring, even at that time (2003). Our best supposition, which is admittedly just an educated guess, is that the District no longer felt a need to have a representative serve on the DDA after the enactment of Proposal A. We could likely validate this supposition if you locate any City records that offer a more complete picture of the DDA's history. However, for purposes of moving forward, the history clearly demonstrates that no need for District involvement with the DDA has existed for a very long time. In fact, neither the City

WESTLAW CLASSIC

NOTES OF DECISIONS (4)

Appointment of members
Compatibility of offices
Construction and application

Michigan Compiled Laws Annotated
Chapter 125. Planning, Housing, and Zoning (Refs & Annos)

125.4204. Board membership and meetings

MI ST 125.4204 Michigan Compiled Laws Annotated | Chapter 125. Planning, Housing, and Zoning | Effective: June 25, 2019 *(Approx. 2 pages)*

Effective: June 25, 2019

M.C.L.A. 125.4204
Formerly cited as MI ST 125.1654

125.4204. Board membership and meetings

Currentness

Sec. 204. (1) Except as provided in subsections (7), (8), and (9), an authority shall be under the supervision and control of a board consisting of the chief executive officer of the municipality or his or her designee from the governing body of the municipality and not less than 8 or more than 12 members as determined by the governing body of the municipality. Members shall be appointed by the chief executive officer of the municipality, subject to approval by the governing body of the municipality. Not less than a majority of the members shall be persons having an interest in property located in the downtown district or officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the downtown district. Not less than 1 of the members shall be a resident of the downtown district, if the downtown district has 100 or more persons residing within it. Of the members first appointed, an equal number of the members, as near as is practicable, shall be appointed for 1 year, 2 years, 3 years, and 4 years. A member shall hold office until the member's successor is appointed. Thereafter, each member shall serve for a term of 4 years. An appointment to fill a vacancy shall be made by the chief executive officer of the municipality for the unexpired term only. Members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses. The chairperson of the board shall be elected by the board. The rules of procedure or the bylaws of the authority may provide that a person be appointed to the board in his or her capacity as a public official, whether appointed or elected. The rules of procedure or bylaws may also provide that the public official's term shall expire upon expiration of his or her service as a public official. In addition, the public official's membership on the board expires on his or her resignation from office as a public official.

(2) Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office.

(3) The business which the board may perform shall be conducted at a public meeting of the board held in compliance with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. Public notice of the time, date, and place of the meeting shall be given in the manner required by the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. The board shall adopt rules consistent with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275, governing its procedure and the holding of regular meetings, subject to the approval of the governing body. Special meetings may be held if called in the manner provided in the rules of the board.

(4) Pursuant to notice and after having been given an opportunity to be heard, a member of the board may be removed for cause by the governing body. Removal of a member is subject to review by the circuit court.

(5) All expense items of the authority shall be publicized monthly and the financial records

shall always be open to the public.

(6) In addition to the items and records prescribed in subsection (5), a writing prepared, owned, used, in the possession of, or retained by the board in the performance of an official function shall be made available to the public in compliance with the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

(7) By resolution of its governing body, a municipality having more than 1 authority may establish a single board to govern all authorities in the municipality. The governing body may designate the board of an existing authority as the board for all authorities or may establish by resolution a new board in the same manner as provided in subsection (1). A member of a board governing more than 1 authority may be a resident of or have an interest in property in any of the downtown districts controlled by the board in order to meet the requirements of this section.

(8) By ordinance, the governing body of a municipality that has a population of less than 5,000 may have the municipality's planning commission created pursuant to former 1931 PA 285[1] or the Michigan planning enabling act, 2008 PA 33, MCL 125.3801 to 125.3885, serve as the board provided for in subsection (1).

(9) If a municipality enters into an agreement with a qualified township under section 203(7),[2] the membership of the board may be modified by the interlocal agreement described in section 203(7).

Credits

P.A.2018, No. 57, § 204, Eff. Jan. 1, 2019. Amended by P.A.2019, No. 29, Imd. Eff. June 25, 2019.

Notes of Decisions (4)

Footnotes

1 M.C.L.A. § 125.31 et seq.

2 M.C.L.A. § 125.4203.

M. C. L. A. 125.4204, MI ST 125.4204

The statutes are current through P.A.2024, No. 80, of the 2024 Regular Session, 102nd Legislature.

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