



Community Development

ONE CITY SQUARE, SUITE 210

WARREN, MI 48093

(586) 574-4686

Fax (586) 574-4685

www.cityofwarren.org

November 6, 2025

To: Mindy Moore, Council Secretary

RE: Amendment to 2024-2025 Housing and Community Development Action Plans - CDBG Budgets

It is proposed that the following amendments be made to the allocations for CDBG activities in the above referenced Housing and Community Development Action Plan CDBG Budgets.

It is recommended that funds allocated to 24-06 Turning Point be decreased by \$8,968.30. In addition, funds allocated to 24-07 MCREST, be decreased by \$1,300.00. It is also recommended that funds from these activities in the amount of \$10,268.30 be transferred to 24-01 CDBG Rehab. These programs/ contracts have been completed and the unspent balance needs to be reprogrammed to a different activity.

Please consider these amendments at the November 18, 2025 meeting. The appropriate resolution is attached. Should you have any questions, please call Community Development at (586) 574-4686.

Sincerely,

Signed by:

Tom Bommarito

6F52A3F825A947D...

Tom Bommarito

Community Development Director

Read and Concur:

Signed by:

Lori M. Stone

F040B73E57F248E...

Lori M. Stone

Mayor

Read and Approved as to Form:

Signed by:

Jennifer Pierce

2FBDBAD6C3B94C0...

City Attorney's Office

**RESOLUTION
APPROVING AMENDMENTS TO THE
2024-2025 HOUSING AND COMMUNITY DEVELOPMENT
ACTION PLAN - CDBG BUDGET TRANSFERS**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on November 18, 2025, at 7:00 p.m. Eastern Time in 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 Council of the City of Warren previously adopted the Housing and Community Development Action Plans for the 2024-2025 program years that contains project descriptions and budgets for the Community Development Block Grant (CDBG) program.

The Mayor and the Community Development staff recommend that the 2024-2025 Action Plan – CDBG Budgets be amended as outlined below:

Amendment 1 – Decrease funding allocated for Activity 24-06 Turning Point by \$8,968.30.

Amendment 2 – Decrease funding allocated for Activity 24-07 MCREST by \$1,300.00.

Amendment 3 – Increase funding allocated for Activity 24-01 CDBG Rehabilitation by \$10,268.30.

IT IS RESOLVED, that the proposed amendments to the 2024-2025 Housing and Community Development Action Plans as stated above are adopted.

AYES: Councilmembers _____

NAYS: Councilmembers _____

RESOLUTION DECLARED ADOPTED THIS 18th day of November, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Council of the City of Warren at its meeting held on November 18, 2025.

SONJA BUFFA
City Clerk



COMMUNITY DEVELOPMENT

ONE CITY SQUARE, SUITE 210

WARREN, MI 48093-5283

(586) 574-4686

Fax (586) 574-4685

www.cityofwarren.org

November 6, 2025

Mindy Moore, Council Secretary

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

As part of the 2025-2026 CDBG Program Year Budget, funds in the amount of \$12,000 have been allocated to provide emergency shelter for homeless persons. The city desires to enter into an agreement with the Macomb County Rotating Emergency Shelter Team (MCREST) to provide such services.

Funding is available in the Emergency Shelter Line Item in the amount of \$12,000 sufficient to approve the contract between the City of Warren and the Macomb County Rotating Emergency Shelter Team (MCREST).

Attached for consideration by Council you will find a copy of the proposed agreement with MCREST, which has been reviewed and approved by the City Attorney's Office. Please submit to Council for consideration at its November 18, 2025 meeting. The appropriate resolution authorizing execution of the agreement for these services is also attached. If you have any questions regarding this matter, please contact Community Development at (586) 574-4686.

Sincerely,

Signed by:

Tom Bommarito

6F52A3F825A947D...

Tom Bommarito

Community Development Director

Read and Concur:

Signed by:

Lori M. Stone

F040B73E57F248E...

Lori M. Stone

Mayor

Read and Approved as to Form:

Signed by:

Jennifer Pierce

2FBDBAD6C3B94C0...

City Attorney's Office

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

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on November 18, 2025 at 7:00 p.m. Eastern Daylight Savings Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____
The following preamble and resolutions were offered by Councilmember _____ and supported by Councilmember _____.

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

Macomb County Rotating Emergency Shelter Team (MCREST) is a non-profit organization that provides safe overnight shelter for the homeless.

As part of the 2025-2026 CDBG program year budget, Council approved the allocation of \$12,000 to provide emergency shelter for homeless persons.

The Mayor and the Community Development staff recommend that the City enter into a contract with MCREST to provide emergency shelter of homeless persons at the participating facilities. Sufficient funding for this agreement is available in the Homeless Line item.

THEREFORE, IT IS RESOLVED, that the Mayor and City Clerk are authorized to execute an agreement for the period of October 1, 2025 through September 30, 2026 with MCREST to provide Program Assistance up to the total amount of \$12,000, for the 2025/2026 CDBG program year, on terms consistent with the attached agreement and in such form approved by the City Attorney.

AYES: Councilmembers _____

NAYES: Councilmembers _____

RESOLUTION DECLARED ADOPTED THIS 18th day of November, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on November 18, 2025.

SONJA BUFFA
City Clerk

**EMERGENCY SHELTER AGREEMENT
BETWEEN THE MACOMB COUNTY ROTATING EMERGENCY SHELTER TEAM
AND CITY OF WARREN 2025/2026 PROGRAM YEAR**

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

The parties stipulate as follows:

1. The CITY is the grant recipient of Community Development Block Grant funds under Title I of the Housing and Community Development Act of 1974 as amended (“Program Funds”). Federal Award Identification Number B25MC260016 awarded on September 16, 2025. CFDA Number 14.218.
2. MCREST (Unique Entity ID RV1MWUFQ4VY5), is a nonprofit organization that exists to provide safe overnight shelter for the homeless.
3. The CITY has appropriated, \$12,000, a portion of the Program Funds to provide emergency shelter for homeless persons at the MCREST facility (“Program Assistance”).
4. MCREST desires to use Program Funds to provide emergency shelter for homeless persons at the MCREST facility.
5. The CITY believes this will serve a public purpose.
6. This Contract is considered a sub-award and will not be used for research and development. There will be no reimbursement for indirect costs related to this award.

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

SECTION 1. SCOPE OF SERVICES.

1. MCREST shall provide income eligible homeless persons (“Program Recipients”) with overnight shelter services at its facility located at 215 S. Main St, Mt. Clemens, MI 48043.
2. MCREST shall interview each Program Recipient receiving shelter. A MCREST *Intake Packet* must be completed for each Program Recipient. The *Intake Packet* must be signed by the Program Recipient and a MCREST case worker. It must be maintained on file in the MCREST Offices, and made available to the City upon request.
3. MCREST shall maintain *Guest Sign-In Sheets*, attached as Exhibit A. They must be maintained on file in the MCREST Offices, and made available to the CITY upon request.
4. MCREST shall not discriminate in the provision of services based on race, religion, color, sex, national origin, marital status, age, handicap/disability, familial status, height, or weight.
5. MCREST will maintain active status in the System for Award Management (SAM).

SECTION 2. TERM OF AGREEMENT.

The term of this Agreement shall be from October 1, 2025 until the earlier of the exhaustion of the Contract amount or September 30, 2026, unless terminated sooner.

SECTION 3. PERSONNEL.

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

SECTION 4. ASSIGNMENTS AND SUBCONTRACTS.

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

SECTION 5. COMPENSATION.

1. MCREST shall be reimbursed for actual costs of case management services provided to each shelter guest with a last known address in Warren. MCREST shall submit quarterly invoices to the CITY. The invoices shall include time sheets for each case manager that details the time spent serving Warren clients, as well as paystubs. The invoice shall also indicate the number of units of shelter provided by date. The invoices shall be accompanied by completed Quarterly Reports attached hereto as Exhibit B that will contain summary statistical information on the persons assisted. Invoices and the required reports shall be submitted within twenty (20) days after each quarter ending December 31, March 31, June 30, and September 30.
2. During the term of this Agreement, the total compensation and reimbursement to be paid by the CITY shall not exceed the maximum of \$12,000 (Contract Amount).
3. Any payment or other income received by MCREST from a Program Recipient for services rendered under the terms of this Agreement shall be considered Program Income. Any Program Income received shall be deducted, in the same period it is received, from the invoices submitted

to the CITY. All unaccounted Program Income remaining after the termination or expiration of this Agreement shall be transferred to the CITY.

SECTION 6. INSURANCE.

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

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

- 2. Comprehensive General Liability Insurance

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$50,000
Medical Expense-Any one person	\$5,000

- 3. Comprehensive Motor Vehicle Liability (Non-Owned)
\$500,000 Combined Single Limit for Bodily Injury and Property Damage

The City shall be named as an additional insured on said Comprehensive General and Motor Vehicle Liability Insurance and stated on certificate as follows: **“The City of Warren, City of Warren Municipal Building Authority, City of Warren Downtown Development Authority and the 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 MCREST shall be delivered to the CITY c/o the Community Development Program, One City Square, Suite 210, Warren, Michigan 48093. These certificates shall clearly indicate that the provisions of the applicable policy are in compliance with the requirements of this section.

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

SECTION 7. TERMINATION FOR CAUSE.

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

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

SECTION 8. TERMINATION FOR CONVENIENCE OR LOSS OF FUNDING.

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

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

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

SECTION 9. CONFIDENTIALITY AND RETURN OF DOCUMENTS.

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

SECTION 10. CHANGES.

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

Any involvement by the City of Warren in the implementation and/or administration of this Agreement is for the sole purpose of ensuring compliance with HUD and Community Development Program goals and procedures, and shall not give rise to any employment, agency or contractual relationship with any of MCREST's employees or agents, or any Program Recipient or host organization. This section shall survive termination of the agreement.

SECTION 12. INDEMNITY.

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

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

SECTION 13. NOTICES.

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

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

and to MCREST as follows:

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

SECTION 14. COMPLIANCE WITH LAWS.

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

SECTION 15. HEADINGS AND SEVERABILITY.

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

SECTION 16. REPORTS AND INFORMATION.

1. MCREST shall maintain written records that document income eligibility and the number and location of nights of emergency shelter provided through the expenditure of the Program Funds. In addition, these records shall indicate the amount of Program Income MCREST received, if any, from the Program Recipient. These records shall be made available to the CITY or to representatives of HUD.
2. MCREST shall submit, within thirty (30) days of the end of CITY'S program year (June 30), a completed *Annual Report* attached hereto as Exhibit C.

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

MCREST shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and Non-Federal shares. MCREST shall allow the CITY or any authorized representative thereof, to inspect or audit

these records, at any time upon request. MCREST shall retain the records for five (5) years after the expiration of this Agreement, unless permission to destroy them sooner is granted by the CITY. Financial management systems standards of MCREST shall be in compliance, 2 CFR Part 200, Uniform Administrative Requirements, Cost 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, MCREST agrees as follows:

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

SECTION 19. CONFLICT OF INTEREST - LOBBYING.

MCREST covenants that no officer, member or employee presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the activities of this Agreement. MCREST further warrants it shall not and has not employed any person to solicit or secure this Agreement with the CITY upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the CITY may, at its option, terminate this Agreement without penalty, liability, or obligation, or may, at its election, deduct from any amounts owed to MCREST, the amount of any such commission, percentage, brokerage, or contingent fee.

SECTION 20. PATENTS AND COPYRIGHTS.

The Federal Government and the City of Warren shall retain rights in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms

Under Government Grant, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

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

SECTION 21. CONDITIONS FOR RELIGIOUS ORGANIZATIONS.

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

SECTION 22. VENUE.

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

SECTION 23. BINDING EFFECT.

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

SECTION 24. NON-WAIVER.

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

SECTION 25: APPENDIX A OF TITLE VI PLAN.

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

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

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

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

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

E. SANCTIONS FOR NONCOMPLIANCE.

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

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

F. INCORPORATION OF PROVISIONS.

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

SIGNATURES

Signed in the presence of:

City of Warren:

By: _____
Lori M. Stone, Mayor

Date: _____

By: _____
Sonja Buffa, City Clerk

Date: _____

**Macomb County Rotating Emergency
Shelter Team:**

By: _____

Date: _____

a. White, b. Black/African American, c. Asian, d. American Indian/Alaskan Native,
e. Native Hawaiian/ Other Pacific Islander, f. American Indian/Alaskan Native & White,
g. Asian & White, h. Black/African American & White,
i. American Indian/Alaskan Native & Black/African America, j. Other

EXHIBIT B 2025-2026
CITY OF WARREN COMMUNITY DEVELOPMENT PROGRAM
EMERGENCY SHELTER PROGRAM
QUARTERLY REPORT

Reporting period from _____ to _____

- 1. Number of nights of shelter provided during the reporting period: _____
- 2. Total reimbursement requested for shelter provided during the reporting period: \$ _____
- 3. Total program income received during the reporting period: \$ _____
- 4. Total number of program recipients assisted during the reporting period (count only once even if they were provided with more than one nights shelter): _____
- 5. List address where service was provided and number of program recipients sheltered during the reporting period (count only once even if they were provided with more than one night of shelter): _____

6. Number of program recipients in each of the following categories assisted during the reporting period:

Hispanic or Latino and:

- ___ White
- ___ Black/African American
- ___ Asian
- ___ American Indian/Alaskan Native
- ___ Native Hawaiian/Other Pacific Islander
- ___ American Indian/Alaskan Native & White
- ___ Asian & White
- ___ Black/African American & White
- ___ American Indian/Alaskan Native & Black/African American
- ___ Other

Not Hispanic or Latino:

- ___ White
- ___ Black/African American
- ___ Asian
- ___ American Indian/Alaskan Native
- ___ Native Hawaiian/Other Pacific Islander
- ___ American Indian/Alaskan Native & White
- ___ Asian & White
- ___ Black/African American & White
- ___ American Indian/Alaskan Native & Black/African American
- ___ Other

Submitted By:

Signature

Date

Name

Phone

EXHIBIT C 2025-2026
CITY OF WARREN COMMUNITY DEVELOPMENT PROGRAM
EMERGENCY SHELTER PROGRAM
ANNUAL REPORT

Reporting period from October 1, 2025 to September 30, 2026

- 1. Number of nights of shelter provided in Warren churches during the year: _____
- 2. Total reimbursement requested for shelter provided during the year: \$ _____
- 3. Total program income received during the year: \$ _____
- 4. Total number of program recipients assisted during the year (count only once even if they were provided with more than one nights shelter): _____
- 5. List weeks when shelter was provided and location :

- 6. Number of program recipients in each of the following categories assisted during the year:

Hispanic or Latino and:

- ___ White
- ___ Black/African American
- ___ Asian
- ___ American Indian/Alaskan Native
- ___ Native Hawaiian/Other Pacific Islander
- ___ American Indian/Alaskan Native & White
- ___ Asian & White
- ___ Black/African American & White
- ___ American Indian/Alaskan Native & Black/African American
- ___ Other

Not Hispanic or Latino:

- ___ White
- ___ Black/African American
- ___ Asian
- ___ American Indian/Alaskan Native
- ___ Native Hawaiian/Other Pacific Islander
- ___ American Indian/Alaskan Native & White
- ___ Asian & White
- ___ Black/African American & White
- ___ American Indian/Alaskan Native & Black/African American
- ___ Other

Submitted By:

Signature

Date

Name

Phone



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: NOVEMBER 6, 2025

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

FROM: RFP-W-1602 REVIEW PANEL

SUBJECT: REVIEW PANEL RECOMMENDATION TO AWARD RFP-W-1602; AMBULANCE FEE BILLING AND COLLECTION SERVICES

RECOMMENDATION:

The RFP-W-1602 review panel unanimously recommends that Ambulance Fee Billing and Collection Services, at the all-inclusive fee of 3.95% of net collections, be awarded to EMS Management & Consultants, Inc. (EMS MC), 2540 Empire Drive, Suite 100, Winston-Salem, NC 27103 for a four (4) year period with the option to renew for two (2) additional three (3) year periods, and authorize the Mayor and Clerk to sign the attached contract. Expenditures will be based on the revenues collected.

OVERVIEW:

The City of Warren, acting as the lead agency for local municipalities such as Rochester Hills, Farmington Hills, Sterling Heights, St. Clair Shores and others, solicited proposals for Ambulance Fee Billing and Collection Services (not bad debt collections) through the BidNet® (MITN) procurement system on September 8, 2025. The proposal was developed to utilize and aggregate volumes from other agencies to generate best value offers from qualified firms. Through the proposal process, the City of Warren sought to retain an efficient and effective ambulance billing service. The specifications identified the following City objectives of the firm:

- To be located, or have a local contact office, in Michigan to provide ambulance medical billing, accounts receivable functions for patient services rendered and or billing for other emergency response services.
- To provide direct electronic deposit of funds into the City's bank account.
- To provide complete, accurate and thorough financial reports to the Fire Commissioner and or other designated City officials.
- To provide guidance to the City in establishing fee structures that maximizes reimbursement of charges from insurers public and private.
- To provide the requested services subject to the Fire Commissioner and or other designated City officials having the ability to review and authorize the collection of all accounts prior to being sent to collections activity.
- To comply with the privacy obligations applicable to them under the Health Insurance Portability and Accountability Act of 1996 and the regulations issued pursuant thereto, as amended, (HIPAA) to protect the privacy of Personal Health Care Information (PHI) as delivery, collected, processed or obtained."

RFP PROCESS:

On September 8, 2025, the Request for Proposals was posted on the BidNet® (MITN) system. On Wednesday, October 1, 2025, electronic proposals were publicly opened for RFP-W-1602. Five (5) firms responded with proposals. Their proposals are summarized on the attached tabulation form submitted for your review.

EVALUATION PROCEDURE:

The proposal responses were sent to committee members and subsequently the review committee met to evaluate the merits of each proposal.

A broad summary of the proposals that were not considered for award appears below.

Page Medical Billing, LLC.

- Page Medical's net collection rate of 7% plus a one-time cost of \$4,500.00 to integrate their software with the ESO software, along with a monthly service charge of \$380.00 is drastically higher than any of the other proposals received.
- They are a smaller company with only 4 full-time employees.
- Their staff do not possess SOC2 Type 2 certifications. This certifications focuses on internal controls and provides assurance that controls are set up correctly and are functioning correctly over time.
- Their combined billing is stated as greater than 1,000.
- Their system is not currently compatible with the ESO software, which is used to release Electronic Patient Care Reports (E-PCR) to the billing agent.
- Their references were for healthcare billing. No municipal references were provided.

Digitech Computer, LLC.

- Digitech is a New York-based company that has no local offices in Southeast Michigan. The majority of billings, collections, analytics, and customer service work will be conducted from their primary office in Chappaqua, New York.
- Digitech will not extend pricing to other municipalities of the cooperative.
- Digitech's 4.95% fee of net collections ranks fourth amongst the five proposals received.

Medicount Management, Inc.

- Medicount proposed to deduct payments from the amounts collected. This would result in the Fire Department not being able to review bills accurately or dispute inaccurate bills effectively.
- Medicount's escalating fee (year one; 4.5%; year two; 4.75, year three; 5%) of net collections ranks third amongst the five proposals received.

Quick Med Claims, LLC.

Quick Med Claims furnished a nice proposal. The Fire Commissioner believes that they would be able to perform to the satisfaction of the City. However, based on the two points listed below, a recommendation is not being made to Quick Med Claims.

- Quick Med Claims will not extend pricing to other municipalities of the cooperative.
- Quick Med Claims' 4.29% fee of net collections ranks second amongst the five proposals received.

RECOMMENDATION:

EMS MC

After careful consideration, the RFP Review Panel is recommending that City Council award EMS Billing Services to EMS Management & Consultants, Inc. (EMS MC), 2540 Empire Drive, Suite 100, Winston-Salem, NC 27103. Some of the benefits with contracting with EMS MC include, but are not limited to the following:

- The City has utilized AccuMed for its billing services for the past ten (10) years and the City has been very pleased with their work. AccuMed recently merged with EMS MC and their process has not had any significant changes.
- EMS MC has a local office in Riverview (Brownstown), Michigan, which is located in Wayne County.
- Ned Suddendorf was the City's contact under AccuMed for administrative items and the point person for any items that needed to be escalated. Ned has taken on the role of Senior Vice President for EMS MC and will continue to be the City's Customer Support contact for the City.
- EMS MC's Customer Service Executive, Jodi Abraham, is located in Centerline, Michigan. Jodi will be the City's customer service representative. Jodi knows how the City's account functions and will be a valuable asset moving forward.
- EMS MC has over twenty-nine (29) years of experience in the billing field.
- EMS MC is SOC1 and SOC2 Type 2 certified.
- Purchased AccuMed Billing, Inc. in 2024. AccuMed has been furnishing the City with EMS Billing Services for the last ten (10) years.
- EMS MC has over seven-hundred (700) employees.
- EMS MC has over 1,500 clients, whose annual transport volumes range from as few as 1,000 to over 150,000.
- EMS MC will extend pricing to other municipalities of the cooperative.
- EMS MC's 3.95% fee of net collections ranks best amongst the five proposals received.
- EMS MC will offer the same 3.95% fee to the cities of Rochester Hills, Sterling Heights, Farmington Hills, and St. Clair Shores. All other municipalities will follow the pricing model shown below.
- EMS MC does not charge additional fees for standard pre-collection activities.
- EMS MC provides billing services for forty-nine (49) municipalities in Southeast Michigan, including Farmington Hills, Livonia, Rochester Hills, Royal Oak, St. Clair Shores, and Sterling Heights.

Since EMS MC has a large client base, they have the resources to devote staff to specialized operations such as data entry, payment application, collection, accounting, etc. Their large volume also results in familiarity with regulations. Over the years EMS MC and AccuMed have experienced a wide variety of insurance carriers and aberrations in billing, so they are very familiar with dealing with all of the different issues relating to billing that may arise.

The City has been utilizing EMS billing and collection services through AccuMed for over ten (10) years and has been very satisfied with their work. The City is confident that EMS MC will continue to provide outstanding services for years to come. Thus, the RFP Review Panel is recommending award to EMS MC based on the position that EMS MC has the best combination of size, expertise with our service area, hospital relationships, billing expertise, software solutions, and HIPAA compliance to meet the needs of the City.

EXTENDABLE FEES FOR OTHER MUNICIPALITIES:

For extendable contracts with other municipalities, EMS MC will be charging an all-inclusive fee of net collections based on the Annual Billable Trip Volume and the Cash Per Trip Amount. EMS MC may also negotiate a different rate based on any special requirements of the municipality, such as having EMS MC fund the municipalities' reporting software within the EMS MC's billing fee.

EXTENDABLE PRICING MODEL FOR OTHER MUNIICIPALITIES			
ANNUAL TRIPS GREATER THAN 5,000		ANNUAL TRIPS LESS THAN 5,000	
Cash Per Trip	Fee	Cash Per Trip	Fee
\$200 - \$299	7.5%	\$200 - \$299	8.75%
\$300 - \$375	5.00	\$300 - \$375	6.00%
\$375+	3.95%	\$375+	4.95%

The agreement shall commence on December 9th, 2025.

Funds for this service are available in the Fire Department Contractual Services Account 101-1336-80100.

Respectfully Submitted,

Signed by:

Craig Treppa

E610E2D7FFE5449...

Craig Treppa
Purchasing Agent

Read and Concur,

Signed by:

Kris Battle

F6FDC83AE1C142B...

Kris Battle
Budget Director

DocuSigned by:

Richard Fox

CF2C773236C54C9...

Richard Fox
Controller

Signed by:

Lori M. Stone

F040B73E57F248E...

Lori M. Stone
Mayor

The attached contract has been prepared by the Acting City Attorney and will be finalized to incorporate the terms of the selected proposal.

Signed by:

Mary Michaels

119806BF52344A1...

Mary Michaels
Acting City Attorney

COMMITTEE MEMBERS:

David Dwyer, City Council Member
Mark Knapp, Assistant City Controller
Wilburt McAdams, Fire Commissioner
Mary Michaels, Acting City Attorney
Jared Gajos, Human Resources Director
Craig Treppa, Purchasing Agent

ACKNOWLEDGEMENT

City of Warren One City Square Warren MI 48093		BID #: RFP-W-1602 BID DUE DATE: 10/1/2025 DEPT: FIRE	
Product or Service: AMBULANCE FEE COLLECTION SERVICES			
PROPOSER	ACKNOWLEDGED A1	SIGNED	ACKNOWLEDGED
DIGITECH COMPUTER, LLC.	X	X	4.95% of Net Collections
EMS MC	X	X	3.95% of Net Collections
MEDICOUNT MANAGEMENT, INC.	X	X	4.50% of Net Collections years 1-4 4.75% of Net Collections years 5-7 5.00% of Net Collections years 8-10
PAGE MEDICAL BILLING, LLC.	X	X	7.00% of Net Collections plus One-Time Cot of \$4,500.00 plus \$380.00 Monthly Svc. Charge
QUICK MED CLAIMS, LLC.	X	X	4.29% of net Collections

RESOLUTION

Document No: RFP-W-1602

Product or Service: Ambulance Fee Billing and Collection Services

Requesting Department: Fire

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Eastern Daylight Saving 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 Fire Department sought a qualified vendor to furnish Ambulance Fee Billing and Collection Services for the City.

On Wednesday, October 1, 2025, electronic Requests For Proposals were publicly opened for RFP-W-1602; To Provide EMS Billing Services for the City of Warren. The RFP document required the firms to provide qualification and pricing information pertaining to furnishing ambulance fee billing and collection services.

The City of Warren acted as the lead agency for local municipalities such as Rochester Hills, Sterling Heights, Farmington Hills, St. Clair Shores, and others.

Five proposals were received and sent to the review panel members and, subsequently, the review panel met to evaluate the merits of each proposal.

The review panel determined that the proposal submitted by EMS Management & Consultants, Inc. (EMS MC), 2540 Empire Drive, Suite 100, Winston-Salem, NC 27103 best met the City's vision for furnishing ambulance fee billing and collection services.

EMS MC shall extend this agreement to other municipalities. EMS MC will be charging an all-inclusive fee of net collections based on the Annual Billable Trip Volume and the Cash Per Trip Amount. EMS MC may also negotiate a different rate based on any special requirements of the municipality, such as having EMS MC fund the municipalities' reporting software within the EMS MC's billing fee.

EXTENDABLE PRICING MODEL FOR OTHER MUNIICIPALITIES			
ANNUAL TRIPS GREATER THAN 5,000		ANNUAL TRIPS LESS THAN 5,000	
Cash Per Trip	Fee	Cash Per Trip	Fee
\$200 - \$299	7.5%	\$200 - \$299	8.75%
\$300 - \$375	5.00	\$300 - \$375	6.00%
\$375+	3.95%	\$375+	4.95%

THEREFORE, IT IS RESOLVED, that EMS MC is hereby awarded ambulance fee billing and collection services, per the executed contract and proposal document (RFP-W-1602), for a period of four years with the option to renew for two additional three-year periods (total of a possible ten years). The award shall commence on December 9, 2025. The City of Warren shall be charged a 3.95% fee of net collections.

Funds are available in the Fire Department Contractual Services Account: 101-1336-80100.

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

X Proposal Document
X Contract
X Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

Sonja Buffa
City Clerk

FIRE BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 2025, between EMS MANAGEMENT & CONSULTANTS, INC., whose address is 2540 Empire Dr., Suite 100, Winson, North Carolina 27103 (hereinafter "EMS|MC") and the CITY OF WARREN, a Michigan Municipal corporation, whose address is One City Square, Warran, Michigan 48093 ("the City").

STIPULATIONS

1. EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and
2. The City provides emergency medical transportation services and requested proposals from firms capable of providing medical billing services, under RFP – W – 1602 entitled Furnish Ambulance Fee Collection Services.
3. EMS/MC was selected as the firm with the preferred level of experience, and the City wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall, upon request of the Fire Commissioner, provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to the City (the "Revenue Cycle Management Services" or "RCM Services") in accordance with this Agreement the RFP, which consists of: the City's request for proposal designated as RFP-W-1602; EMS/MC's proposal in response to RFP-W-1602; and all clarifications and addenda associated with RFP-W-1602 (collectively, "the RFP"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for City to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have

not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by City.

b. Collectively, the RCM Services that EMS|MC provides to City shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to City for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by City in the ePCR; (iv) has been reviewed by City and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to City that may result from any delay of City in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once City has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to City a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to City during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to the City. Notwithstanding anything to the contrary herein, City acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. City is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify City of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which City contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to City.

g. EMS|MC will reasonably assist the City in responding to Payer Inquiries which occur in the normal course of the City's business and arise from EMS|MC's provision of the Services. EMS|MC will serve as an agent of City under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of the City except as expressly set forth herein.

h. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for the City and will not negotiate checks payable or divert electronic fund transfers to City from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by City to receive such payments and as to such account only City, through its officers and directors, shall have access.

i. The Services provided by EMS|MC to City under this Agreement are conditioned on City's fulfillment of the responsibilities set forth in this Agreement.

j. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by City;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

k. For City's service dates that occurred prior to the mutually agreed go live date for the Services, the City agrees and understands that EMS|MC is not responsible

for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between the City and EMS|MC, City is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

I. Upon its execution, EMS/MC shall furnish the City with a certificate of insurance evidencing coverage in the types and limits in the RFP. EMSMC shall add Cyber Liability insurance in the amount of . All insurance shall include a waiver of subrogation, and name as Additional insured, the City of Warren, City of Warren Downtown Development Authority, 37th District Court and their officers, employees, boards and commissioner. Renewal certificates shall be furnished.

3. RESPONSIBILITIES OF City:

a. City will pay all amounts owed to EMS|MC under this Agreement, within 45 days of a written invoice.

b. City will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

- i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
- ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
- iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Submitting PCR and any and all associated medical records, forms and certification statements to EMS|MC that are based upon observation and documentation of the attending field technician during the course of the treatment and transport.

d. Maintaining the City's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. City acknowledges that EMS|MC is not the agent of City for storage of source documentation.

e. Providing EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of the City's accounts.

f. Reporting to EMS|MC within ten (10) business days of payments received directly by the City, and promptly notifying EMS|MC of any cases requiring special handling or billing. City shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. City shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Providing EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service City's account.

i. Providing EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. City shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Completing EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Compliance with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide the City and those individuals appointed by the City ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of the City or otherwise approved by the City and EMS|MC. City is responsible for all activity of Users and others accessing or using the Portals through or on behalf of City including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. City is also responsible for (i) identifying individuals whom the City determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with City is terminated or City otherwise desires to suspend or curtail a User's access to and use of the Portals. City agrees to follow best practices to ensure compliance with this provision.

b. The City acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of City; or (iv) upon notice of suspension or termination of such User by City. City may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. The City shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 3.95% percent of "Net Collections" as defined below (the "RCM Fee"), in accordance with the RFP. Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit

cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to the City through EMS|MC services that are paid, tendered, received or collected each month for City's transports, less refunds processed or any other necessary adjustments to those amounts.

b. EMS|MC shall submit a written itemized invoice to the City by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid within 45 days of the invoice. "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case City shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion. All invoices are to be paid directly from the City's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

c. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the City, EMS|MC reserves the right to negotiate a fee change with City and if no agreement is reached, terminate this Agreement upon 90 day's advance notice.

d. EMS|MC may, in its sole discretion, immediately cease to provide Services for City should the outstanding balance owed to EMS|MC become in arrears for more than 180 days, **provided 30 day's notice to cure was submitted**. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

e. City will have the right under this Agreement to engage, at the sole expense of City, independent auditors (the "Auditors") (provided that such persons are not employed by or in any manner affiliated with any entity that performs services substantially similar to any services then being provided by EMS/MC) for the purpose of performing audits that may be considered necessary by Customer to determine the accuracy and correctness of the accounting and internal control performed and maintained by EMS/MC. EMS/MC will cooperate by furnishing such Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the Auditors. Prior to performing such audits, City will cause the Auditors to execute an agreement to maintain the confidentiality of any information they receive about EMS/MC's computer programs and software it employs, inventions, processes, trade secrets, technical information, know how, plans, specifications, identity of customers and identity of suppliers, financial plans, patient

records, its business practices, including but not limited to those relating to, its accounts payable, accounts receivable and billing systems such agreement to be in the form and substance reasonably satisfactory to EMS/MC. Customer agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of EMS/MC's operations, and shall not be performed more than once during any consecutive twelve (12) month period unless City has reasonable cause to determine that an additional audit is warranted.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on December 9, 2025, and shall thereafter continue through December 8, 2029, ("Initial Term"). This Agreement shall not be assigned except with express approval of the City, and upon execution of an undertaking to assume obligations under this Agreement. The Agreement may be renewed on the same terms and conditions as stated herein, for two (2) successive three (3) year terms (each a "Renewal Term"), upon mutual consent of the parties. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 30 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 30-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail. In addition, Either party may terminate this Agreement effective upon 30 days' notice for the following reasons: f

- i. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- ii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iii. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to City's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC

will make available to City or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to City, or its successor billing agent. Upon request, EMS|MC will provide to City trip data associated with the claims submitted by EMS|MC on behalf of City pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to City on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, EMS|MC, upon City request, will continue its billing and collection efforts for a period of 90 days ("Wind Down") as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. City will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, except for accounts not services by EMS|MC. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to City, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be City's exclusive provider of the RCM Services for the accounts referred to EMS|MC as billing agent. City may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect on an account referred to EMS|MC.

b. In addition, on EMS|MC accounts, City agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by City for accounts referred to EMS|MC must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by City a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. City shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of City's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. COOPERATIVE PROCUREMENT. The Contractor shall extend the pricing and terms of this contract to any other eligible public agency that wishes to participate in this cooperative agreement, based upon the Pricing Model attached to this agreement. EMS/MC will be responsible for logistics of contract administration with any such community. The pricing structure may vary based upon factors warranting an equitable adjustment, upon mutual consent of EMS/MC and the City, through the Controller or designee.

10. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. City understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, City agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), City shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom City had material contact during the term of this Agreement, in any position where City would

receive from such employees the same or similar services that EMS|MC performed for City during the term of this Agreement. City also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. City has carefully read and considered the provisions of Section 10 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

11.PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and City will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, agents, hosting centers, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving

Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is City's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

12. *EMS/MC, for itself, its officers, employees, hosting center and subcontractors, shall comply with all financial privacy laws, and shall take every precaution to protect the disclosure of such information, and take prudent precautions to protect data on its computer network, and install such state of the art firewalls and other safeguards as necessary to protect data from unauthorized access or disclosure of protected financial or health information. EMS/MC will be responsible for the security of data, information and records provided to it on the course of services under this Agreement.*

13. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. City acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and City acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis.

To the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, or warranties alleged to arise as a result of custom and usage, provided services shall meet the standards and representations in the RFP.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and City that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to City regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by City to EMS|MC under this Agreement in the an amount equal to two times the payment from the City in the prior year, or in the first year, the amount of \$_____ "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim. This shall not apply to third party claims or claims from a payee, payor or insurance company, or to any liability resulting from losses or breach of data.

f. City agrees that any Claim City may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and City shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

g. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC, for itself, its officers, employees, hosting center, agents and subcontractors, agrees to indemnify, hold harmless, and defend City, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that City becomes legally obligated to pay to a third party proximately caused by EMS|MC or its officer, employees, hosting center, agents. EMS|MC, for itself, its officers, employees, hosting center and agents or subcontractors, agrees to protect, defend, indemnify and hold harmless Customer, and tis officer, employees and agents from and against all losses, penalties, damages, settlements, costs, charges, professional fees or other

expenses or liability of every kind an nature arising out of or related to any claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement or the performance of this Agreement, excepting those services performed by Customer as identified or incorporated in Section 3. Included in this indemnity obligation are any claims relating to any personal injury, death, damage, defects or actual or alleged infringement of any patent, trademark or copyright, or any tangible or intangible property right, or any violation of any applicable statute, ordinance, administrative order, rule of regulation or court decree, or data breach. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) City must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced (ii) City must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) City must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) City shall not seek or be entitled to indemnify for amounts that City reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which City should not have received payment in the first place under applicable rules, regulations, standards and policies. City waives all rights of indemnity against EMS|MC not in accordance with this subsection.

h. All Claims between EMS|MC and City may be brought in a court of competent jurisdiction whose jurisdiction includes Macomb County, Michigan in

14. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and City, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of City under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind City.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

CITY:

Fire Commissioner
City of Warren
Schoenherr
Warren, MI 48089

Invoices shall be sent to:

Clair Hakeem
Purchasing Division
One City Square
Warren, Michigan 48093

Email: chakeem@cityofwarren.org

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

The EMS/MC contact on contract administration matters is Ned Suddendorf at Ned.Suddendorf@emsmc.com and Samantha Travis at Samantha.Travis@emsmc.com
The City's primary contact is

Communications of an administrative nature such as coordination of services may be delivered via the Contacts' respective e-mail addresses.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Michigan, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from the City and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of City's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party. This Agreement may be executed electronically or digitally, and in multiple counterparts, in original or by fax or by delivery of a scanned counterpart in portable document format (PDF) delivered by e-mail or docusign (which shall be deemed received if delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq.) and, when taken together, shall be considered to be an original. On such delivery, the signatures in the facsimile or

PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

I. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:
EMS Management & Consultants, Inc.

CITY:
City of Warren

By: _____

By: _____

Print Name: _____

Print Name: Lori M. Stone

Title: _____

Title: Mayor

Date: _____

Date: _____

By: _____

Sonja Buffa
City Clerk

RFP-W-1602 EXTENDABLE FEES FOR OTHER MUNICIPALITIES:

For extendable contracts with other municipalities, EMS MC will be charging an all-inclusive fee of net collections based on the Annual Billable Trip Volume and the Cash Per Trip Amount. EMS MC may also negotiate a different rate based on any special requirements of the municipality, such as having EMS MC fund the municipalities' reporting software within the EMS MC's billing fee.

EXTENDABLE PRICING MODEL FOR OTHER MUNIICIPALITIES			
ANNUAL TRIPS GREATER THAN 5,000		ANNUAL TRIPS LESS THAN 5,000	
Cash Per Trip	Fee	Cash Per Trip	Fee
\$200 - \$299	7.5%	\$200 - \$299	8.75%
\$300 - \$375	5.00	\$300 - \$375	6.00%
\$375+	3.95%	\$375+	4.95%

Attachment 1

Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of _____ 2025, by and between the City of Warren, a Michigan Municipal Corporation, hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such

information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-City and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;
2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;
4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;
5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;
6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or
7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or
2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

City of Warren

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Certificate Of Completion

Envelope Id: 71A3B22F-CBB6-4770-B438-02C93D8D5045

Status: Completed

Subject: RFP-W-1602 Ambulance Fee Billing & Collection Services - Council Item

Source Envelope:

Document Pages: 35

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Shanah Turner

AutoNav: Enabled

1 City Sq Ste 215

Envelopeld Stamping: Enabled

Warren, MI 48093

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

sturner@cityofwarren.org

IP Address: 24.127.1.78

Record Tracking

Status: Original

Holder: Shanah Turner

Location: DocuSign

11/7/2025 1:21:24 PM

sturner@cityofwarren.org

Signer Events

Craig Treppa

ctreppa@cityofwarren.org

Purchasing Agent

City of Warren

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

Craig Treppa

E610E2D7FFE5449...

Timestamp

Sent: 11/7/2025 1:25:22 PM

Viewed: 11/7/2025 1:26:04 PM

Signed: 11/7/2025 1:26:14 PM

Signature Adoption: Pre-selected Style

Using IP Address: 70.136.71.139

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mary Michaels

mmichaels@cityofwarren.org

Security Level: Email, Account Authentication
(None)

Signed by:

Mary Michaels

119806BF52344A1...

Sent: 11/7/2025 1:26:16 PM

Viewed: 11/7/2025 1:28:30 PM

Signed: 11/7/2025 1:32:43 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.127.1.78

Electronic Record and Signature Disclosure:

Accepted: 11/7/2025 1:28:30 PM

ID: 492e9d5b-2c5f-415a-b8ed-0080c8fc7d55

Kristina Battle

kbattle@cityofwarren.org

Security Level: Email, Account Authentication
(None)

Signed by:

Kristina Battle

F6FDC83AE1C142B...

Sent: 11/7/2025 1:32:45 PM

Viewed: 11/7/2025 2:23:46 PM

Signed: 11/7/2025 2:31:02 PM

Signature Adoption: Uploaded Signature Image

Using IP Address: 24.192.140.180

Electronic Record and Signature Disclosure:

Accepted: 9/11/2025 5:08:41 PM

ID: dc18193c-ac2c-424c-9f48-c0daac7b9f4f

Richard Fox

rfox@cityofwarren.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Richard Fox

CF2C773236C54C9...

Sent: 11/7/2025 2:31:04 PM

Viewed: 11/7/2025 3:12:49 PM

Signed: 11/7/2025 3:13:16 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.127.1.78

Electronic Record and Signature Disclosure:

Accepted: 11/7/2025 3:12:49 PM

ID: 2881edd7-e7ef-4090-9675-bbd401c2c240

Signer Events	Signature	Timestamp
Lori M. Stone lstone@cityofwarren.org Mayor City of Warren Security Level: Email, Account Authentication (None)	Signed by: <i>Lori M. Stone</i> F040B73E57F248E... Signature Adoption: Pre-selected Style Using IP Address: 24.127.1.78	Sent: 11/7/2025 3:13:18 PM Viewed: 11/7/2025 4:01:39 PM Signed: 11/7/2025 4:10:00 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Mayor Lori M. Stone mayor@cityofwarren.org Mayor Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/7/2025 1:25:21 PM Viewed: 11/7/2025 4:11:09 PM
Electronic Record and Signature Disclosure: Accepted: 11/6/2025 4:36:02 PM ID: 85376ddc-a790-4a3f-839a-bdb0e5a3f01a		

Judith Smith jsmith@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/7/2025 1:25:21 PM Viewed: 11/7/2025 3:20:48 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Ayasha Bahar abahar@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/7/2025 1:25:21 PM Viewed: 11/7/2025 1:26:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Wilburt McAdams wmcadams@warrenfiredept.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/7/2025 4:10:02 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Shanah Turner sturner@cityofwarren.org Assistant Buyer City of Warren Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/7/2025 4:10:03 PM Resent: 11/7/2025 4:10:08 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/7/2025 1:25:21 PM
Certified Delivered	Security Checked	11/7/2025 4:01:39 PM
Signing Complete	Security Checked	11/7/2025 4:10:00 PM
Completed	Security Checked	11/7/2025 4:10:03 PM

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

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Warren:

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

To contact us by email send messages to: dclark@cityofwarren.org

To advise City of Warren of your new email address

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

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

To request paper copies from City of Warren

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

To withdraw your consent with City of Warren

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



DATE: November 10, 2025

TO: Mindy Moore, Council Secretary

RE: New Appointment to Construction Board of Appeals

City Council:

Pursuant to Section 9-28 of the City of Warren Code of Ordinances and the authority vested in me, I hereby notify you of the following appointment to the Construction Board of Appeals. This Board is vested with all powers prescribed to it by the Stille-Derossett-Hale Single State Construction Code, MCL 125.1501, et. seq.

Name	Profession/Discipline	Date of Expiration
Mary Jo Boice	Electrician	August 1, 2027

Council approval is required. Your concurrence in this matter is appreciated.

Respectfully submitted,

Signed by:

Lori M. Stone

F040B73E57F248E...

Lori M. Stone

Mayor



New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Thu 10/9/2025 4:30 PM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Construction Board Board of Appeals

Name

Mary Jo Boice

Address



[Map It](#)

Cell Phone



Email



Driver's License Number (for internal use ONLY)



Number of Years a Warren Resident

47

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

2000 - 2005 Michigan State registered Electrical Apprentice

2005 - 2025 Michigan State licensed Journeyman Electrician

2022- Current Head Instructor at Metro Detroit Electrical Industry Training Center (Warren)

Education

Macomb Community College (1995-1997)

Electrical Industry Training Center (2000 - 2005)

NTI (National Training Institute (Accredited through the University of Tennessee)

Affiliations (Clubs, Fraternal, Military, Church, etc.)

IBEW (International Brotherhood of Electrical Workers) LU 58 Detroit

Warren 1st United Methodist Church

Please feel free to add any additional information

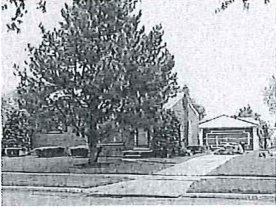
Multiple Certifications

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

Parcel Number: [REDACTED] Account Number: [REDACTED]



Item 1 of 2 1 Image / 1 Sketch

(Property Address)

Customer Name: BOICE MARY JO T [REDACTED]

Summary Information

> Residential Building Summary

- Year Built: 1956
- Full Baths: 1
- Sq. Feet: 1,033

- Bedrooms: 3

- Half Baths: 0

- Acres: 0.138

> Assessed Value: \$101,670 | Taxable Value: \$45,242

> Property Tax information found

> 3 Building Department records found

> Utility Billing information found

Owner Information

BOICE MARY JO T [REDACTED]

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	PB07-158220		Finaled	9/25/2007	12/26/2008	\$0.00	View
CEMENT	PC13-00135		Finaled	8/22/2013		\$0.00	View
Plumbing	PP12-101193		Closed	4/24/2012	5/9/2012	\$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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(Property Address)

Parcel Number: [REDACTED] Account Number: [REDACTED]

Customer Name: BOICE MARY JO T [REDACTED]

Summary Information

- > Residential Building Summary
 - Year Built: 1956
 - Bedrooms: 3
 - Full Baths: 1
 - Half Baths: 0
 - Sq. Feet: 1,033
 - Acres: 0.138
- > Assessed Value: \$101,670 | Taxable Value: \$45,242
- > Property Tax information found
- > 3 Building Department records found
- > Utility Billing information found



Item 1 of 2 1 Image / 1 Sketch

Owner and Taxpayer Information**Owner**BOICE MARY JO T [REDACTED] **Taxpayer**[SEE OWNER INFORMATION](#)**Legal Description**

"GREEN ACRES SUBDIVISION NO. 1" LOT 546 L.34 P.13,14,15

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

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2025	Summer	\$2,339.48	\$2,339.48	07/20/2025	\$0.00
2024	Winter	\$66.73	\$66.73	01/26/2025	\$0.00
2024	Summer	\$2,289.09	\$2,289.09	01/26/2025	\$0.00
2023	Winter	\$67.34	\$67.34	01/03/2024	\$0.00
2023	Summer	\$2,169.87	\$2,169.87	01/03/2024	\$0.00
2022	Winter	\$60.77	\$60.77	12/27/2022	\$0.00
2022	Summer	\$2,035.82	\$2,035.82	12/28/2022	\$0.00
2021	Winter	\$138.10	\$138.10	12/28/2021	\$0.00
2021	Summer	\$1,995.16	\$1,995.16	12/31/2021	\$0.00
2020	Winter	\$63.24	\$63.24	12/23/2020	\$0.00

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(Property Address)

Parcel Number: Account Number:



Item 1 of 21 Image / 1 Sketch

Customer Name: BOICE MARY JO TUB

UB Customer Name: OCCUPANT

Summary Information

> Residential Building Summary

- Year Built: 1956

- Bedrooms: 3

- Full Baths: 1

- Half Baths: 0

- Sq. Feet: 1,033

- Acres: 0.138

> Utility Billing information found

> Assessed Value: \$101,670 | Taxable Value: \$45,242

> Property Tax information found

> 3 Building Department records found

Customer Information

Name

Address

OCCUPANT

Account Number

Amount Due

Total Amount Due

\$0.00

Pay Now

Current Bill

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

Amount Due	\$0.00	Bill From	08/30/2025	
Due Date	10/31/2025	Bill To	09/30/2025	
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 (496 Items Found)

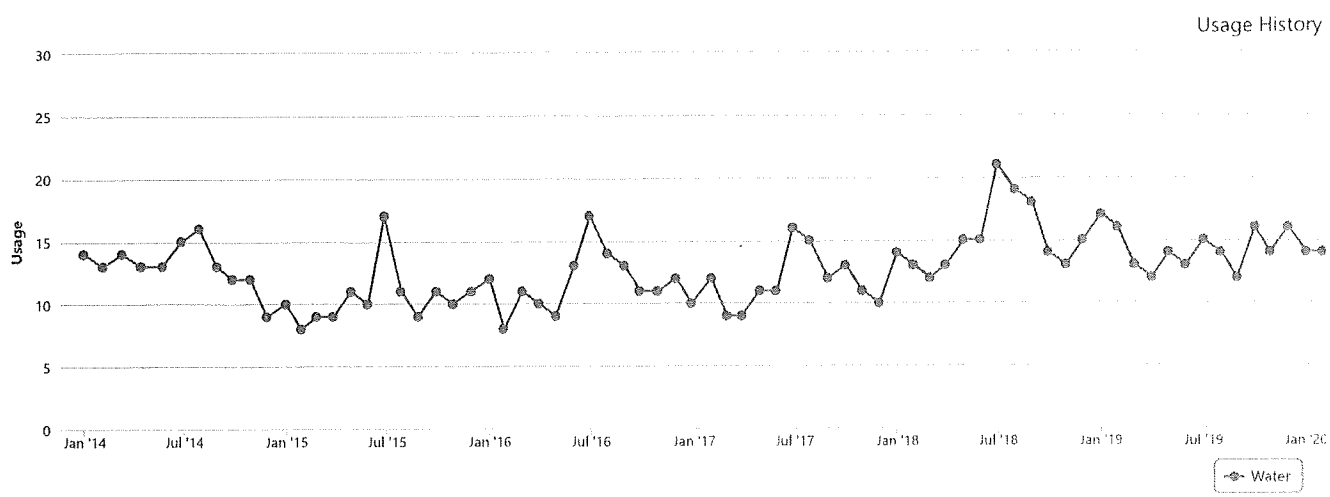
Starting Date

Ending Date

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

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
10/28/2025	Meter Read	Water		2030.00	9.00	\$0.00	\$0.00
10/23/2025	Payment Posted	0005831887		0.00	0.00	(\$92.81)	\$0.00
10/15/2025	Bill Calculated	08/30/25-09/30/25		0.00	0.00	\$92.81	\$92.81
10/1/2025	Payment Posted	0005810751		0.00	0.00	(\$92.81)	\$0.00
9/30/2025	Meter Read	Water		2021.00	9.00	\$0.00	\$92.81
9/11/2025	Bill Calculated	07/30/25-08/30/25		0.00	0.00	\$92.81	\$92.81
9/4/2025	Payment Posted	0005768468		0.00	0.00	(\$92.81)	\$0.00
8/30/2025	Meter Read	Water		2012.00	9.00	\$0.00	\$92.81
8/12/2025	Bill Calculated	06/30/25-07/30/25		0.00	0.00	\$92.81	\$92.81
7/30/2025	Meter Read	Water		2003.00	9.00	\$0.00	\$0.00
7/24/2025	Payment Posted	0005682397		0.00	0.00	(\$97.19)	\$0.00
7/11/2025	Bill Calculated	05/30/25-06/30/25		0.00	0.00	\$97.19	\$97.19
7/3/2025	Payment Posted	0005659443		0.00	0.00	(\$87.76)	\$0.00

Usage History Chart



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DATE: November 10, 2025

TO: Mindy Moore, Council Secretary

RE: New 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 new appointment:

Name	Date of Expiration
Emma Kocis	February 28, 2028

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

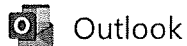
Respectfully submitted,

Signed by:

Lori M. Stone

F040B73E57F248E...

Lori M. Stone
Mayor



New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Mon 8/18/2025 10:21 AM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Commission on Disabilities

Name

Emma Kocis

Address



[Map It](#)

Cell Phone



Email



Number of Years a Warren Resident

30

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

I am currently a CSR at a DME supplier, processing documents to send diabetic supplies to patients. I worked at Walgreens beforehand. I was a student leader at Macomb Community College, and I am currently the Vice President of a 501(c)3 Non-Profit called Warren City Pride, which I am also the Accessibility Coordinator.

Education

I have three associates degrees: A degree in general business, a degree in general marketing, and a degree in general studies. I focused on verbal and written communication skills, collaboration, and management. I graduated high school at Warren Mott High School. I went to Grissom Middle school, and Green Acres Elementary.

Affiliations (Clubs, Fraternal, Military, Church, etc.)

I have been an organizer of Warren City Pride from the beginning in 2024; Occasionally attend Women of Warren gatherings.

Political Offices held, if any (Please include dates of service)

n/a

Please feel free to add any additional information

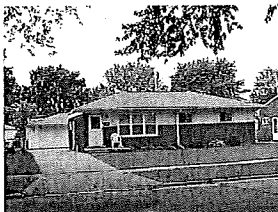
I have lived experience as a Disabled person and keep myself current on evolving access needs and innovations. It's been a goal of mine to be involved in making my community more equitable and inclusive, specifically because I have experienced the isolation caused by living in a place that was not accessible for myself growing up. I want to do what I can to ensure future generations can experience what this city has to offer.

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

Parcel Number: [REDACTED] Account Number: [REDACTED]



Item 1 of 2 1 Image / 1 Sketch

(Property Address)

Customer Name: KOCIS ROBERT

Summary Information

> Residential Building Summary

- Year Built: 1956 - Bedrooms: 3
- Full Baths: 1 - Half Baths: 1
- Sq. Feet: 1,062 - Acres: 0.138

> Utility Billing information found

> Assessed Value: \$105,610 | Taxable Value: \$46,169

> Property Tax information found

> 8 Building Department records found

Owner Information

KOCIS ROBERT

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	PB16-000572		Finaled	4/18/2016	5/13/2016	\$0.00	View
Electrical	PE05-199183		Finaled	9/27/2005	10/10/2005	\$0.00	View
Electrical	PE16-000749		Finaled	4/13/2016	5/12/2016	\$0.00	View
FENCE	PF14-00396		Finaled	4/28/2014		\$0.00	View
Mechanical	PM05-090179		Finaled	9/27/2005	9/28/2005	\$0.00	View
Plumbing	PP05-093830		Finaled	9/27/2005	10/20/2005	\$0.00	View
Plumbing	PP16-000295		Finaled	4/5/2016	5/11/2016	\$0.00	View
RECEIPT	PR16-0184		Finaled	3/24/2016		\$0.00	View

1

Displaying items 1 - 8 of 8

[Apply for a Permit](#)

Attachments

Date Created	Title	Record
No records to display.		

Displaying items 0 - 0 of 0

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(Property Address)

Parcel Number: [REDACTED] Account Number: [REDACTED]

Customer Name: KOCIS ROBERT

Summary Information

- > Residential Building Summary
 - Year Built: 1956
 - Bedrooms: 3
 - Full Baths: 1
 - Half Baths: 1
 - Sq. Feet: 1,062
 - Acres: 0.138
- > Utility Billing information found
- > Assessed Value: \$105,610 | Taxable Value: \$46,169
- > Property Tax information found
- > 8 Building Department records found



Item 1 of 2 1 Image / 1 Sketch

Owner and Taxpayer Information**Owner**

KOCIS ROBERT

Taxpayer

SEE OWNER INFORMATION

Legal Description

"GREEN ACRES SUBDIVISION NO. 1" LOT 508 L.34 P.13,14,15

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

11/6/2025

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2025	Summer	\$2,387.40	\$2,387.40	07/17/2025	\$0.00
2024	Winter	\$68.10	\$68.10	12/18/2024	\$0.00
2024	Summer	\$2,335.99	\$2,335.99	08/02/2024	\$0.00
2023	Winter	\$68.73	\$68.73	01/26/2024	\$0.00
2023	Summer	\$2,214.30	\$2,214.30	07/24/2023	\$0.00
2022	Winter	\$62.00	\$62.00	01/04/2023	\$0.00
2022	Summer	\$2,077.56	\$2,077.56	07/26/2022	\$0.00
2021	Winter	\$140.94	\$140.94	12/13/2021	\$0.00
2021	Summer	\$2,036.08	\$2,036.08	08/02/2021	\$0.00
2020	Winter	\$64.52	\$64.52	12/08/2020	\$0.00

Load More Years

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(Property Address)

Parcel Number: [REDACTED] Account Number: [REDACTED]



Item 1 of 2

1 Image / 1 Sketch

Customer Name: KOCIS ROBERT

UB Customer Name: [REDACTED] OCCUPANT

Summary Information

> Residential Building Summary

- Year Built: 1956
- Full Baths: 1
- Sq. Feet: 1,062
- Bedrooms: 3
- Half Baths: 1
- Acres: 0.138

> Utility Billing information found

> Assessed Value: \$105,610 | Taxable Value: \$46,169

> Property Tax information found

> 8 Building Department records found

Customer Information

Name [REDACTED] OCCUPANT

Address [REDACTED]

Account Number [REDACTED]

Amount DueTotal Amount Due **\$0.00**[Pay Now](#)

Current Bill

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

Amount Due	\$0.00	Bill From	08/29/2025		
Due Date	10/31/2025	Bill To	09/30/2025		
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 (436 Items Found)

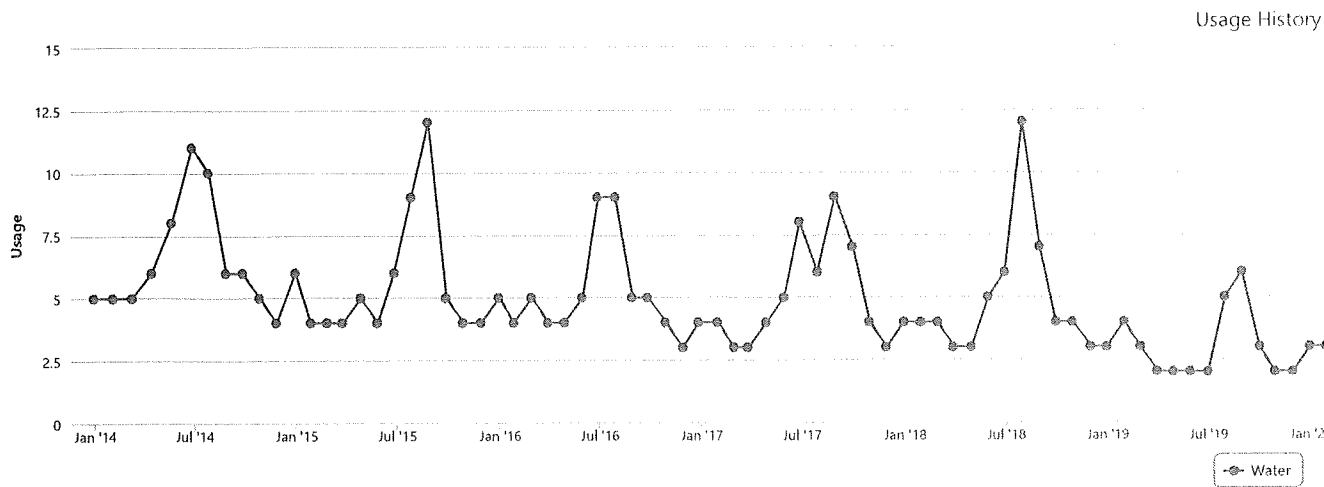
Starting Date

Ending Date

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

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
10/29/2025	Meter Read	Water		837.00	4.00	\$0.00	\$0.00
10/27/2025	Payment Posted	0005836292		0.00	0.00	(\$42.85)	\$0.00
10/15/2025	Bill Calculated	08/29/25-09/30/25		0.00	0.00	\$42.85	\$42.85
9/30/2025	Meter Read	Water		833.00	4.00	\$0.00	\$0.00
9/23/2025	Payment Posted	0005786294		0.00	0.00	(\$42.85)	\$0.00
9/11/2025	Bill Calculated	07/30/25-08/29/25		0.00	0.00	\$42.85	\$42.85
8/29/2025	Meter Read	Water		829.00	4.00	\$0.00	\$0.00
8/21/2025	Payment Posted	0005729665		0.00	0.00	(\$72.83)	\$0.00
8/12/2025	Bill Calculated	06/30/25-07/30/25		0.00	0.00	\$72.83	\$72.83
7/30/2025	Meter Read	Water		825.00	7.00	\$0.00	\$0.00
7/22/2025	Payment Posted	0005677616		0.00	0.00	(\$59.46)	\$0.00
7/11/2025	Bill Calculated	05/29/25-06/30/25		0.00	0.00	\$59.46	\$59.46
6/30/2025	Meter Read	Water		818.00	6.00	\$0.00	\$0.00

Usage History Chart



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DATE: November 10, 2025

TO: Mindy Moore, Council Secretary

RE: Reappointment to Beautification Commission

City Council:

Pursuant to the Code or Ordinances, Chapter 2, Section 2-101 and by the authority vested in me, I hereby notify you of the following reappointments

Name	Appointment	Date of Expiration
Jeffrey Milk	Reappointment	June 30, 2027

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

Respectfully submitted,

Signed by:
Lori M. Stone
F040B73E57F248E...

Lori M. Stone
Mayor



Outlook

New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Wed 11/6/2024 2:40 PM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Beautification Commission

Name

Jeffrey Milk

Address



[Map It](#)

Cell Phone



Email



Driver's License Number (for internal use ONLY)



Number of Years a Warren Resident

18

Warren Business Owner

No

Appointment Request

- New Appointment Request

Work Experience

Worked with the National Honor Society in High School & National Junior Honor Society in Middle School as a secretarial role performing clerical duties.

Currently work at Macomb Community College as a clerical assistant, performing clerical, office, and basic administrative duties.

Education

Took 1 year of High School at the Warren Consolidated School of Performing Arts & Cousino High School for Freshman year. Sophomore and Junior year were at the International Academy of Macomb. Nearing the end of Junior year, left to get an early graduation with a GED to begin college full-time early at Macomb Community College.

Currently attending Macomb Community College, while majoring in Human Resources Administration. Relevant coursework that has been taken here is psychology, and statistics.

Affiliations (Clubs, Fraternal, Military, Church, etc.)

Macomb Walking Club (Health and Wellness Group) at Macomb Community college, as a member.

The Red Cross Chapter of the International Academy of Macomb, formerly as the president.

Please feel free to add any additional information

I would love to be interviewed and discuss ideas I have to bring to the table, or explain more about myself. Although the physical copy sent in did unfortunately have limited room, and there was more space here, I still have very much I would love to share and contribute. I'm optimistic, outgoing, and am eager to learn. I'd love this opportunity to improve my community, and fill one of the empty seats. I know that understaffing can be a major impediment and huge issue, and I'd never want anyone to be neglected in my community if I can add my diligence to the commission.

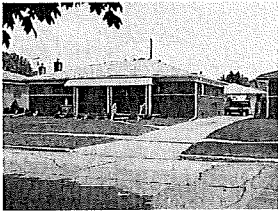
Please Note: Conviction of a crime will not necessarily preclude you from being appointed to a City of Warren Commission or Board.

Have you ever been convicted of a felony?

- No

Parcel Number: [REDACTED]

Account Number: [REDACTED]



Item 1 of 2 1 Image / 1 Sketch

Customer Name: MILK CHERYL

Summary Information

> Residential Building Summary

- Year Built: 1961

- Full Baths: 1

- Sq. Feet: 1,507

- Bedrooms: 0

- Half Baths: 0

- Acres: 0.165

> Assessed Value: \$126,590 | Taxable Value: \$64,566

> Property Tax information found

> 12 Building Department records found

> Utility Billing information found

Owner Information

MILK CHERYL

[REDACTED]

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	
RESIDENTIAL - ROOF	PB22-001739		Finaled	10/11/2022	11/8/2024	\$0.00	View
RES - SIDING-GUTTERS-TRIM	PB24-002107		Finaled	10/29/2024	11/8/2024	\$0.00	View
Electrical	PE2004-197454		Finaled	7/21/2004	8/12/2004	\$0.00	View
RES - ELECTRICAL	PE22-001262		Finaled	8/5/2022	2/21/2023	\$0.00	View
RES - MECHANICAL	PM22-001430		Finaled	8/5/2022	2/21/2023	\$0.00	View
RES - PLUMBING	PP22-001093		Finaled	12/28/2022	12/29/2022	\$0.00	View

1

Displaying items 1 - 6 of 6

[Apply for a Permit](#)

Attachments

Date Created	Title	Record
No records to display.		

Displaying items 0 - 0 of 0

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(Property Address)

Parcel Number [REDACTED] Account Number [REDACTED]



Customer Name: MILK CHERYL

Summary Information

- > Residential Building Summary
 - Year Built: 1961
 - Full Baths: 1
 - Sq. Feet: 1,507
 - Bedrooms: 0
 - Half Baths: 0
 - Acres: 0.165
- > Utility Billing information found
- > Assessed Value: \$126,590 | Taxable Value: \$64,566
- > Property Tax information found
- > 12 Building Department records found

Item 1 of 2 1 Image / 1 Sketch

Owner and Taxpayer Information

Owner

MILK CHERYL

Taxpayer

SEE OWNER
INFORMATION

Amount Due

Current Taxes: **\$1,337.98**[Pay Now](#)

Legal Description

"BEACH LAWN SUB. NO. 2" LOT 76 L43 P.44

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

11/6/2025

[Recalculate](#)

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2025	Summer	\$3,338.77	\$2,000.79	08/27/2025	\$1,337.98	Pay Now
2024	Winter	\$95.25	\$95.25	01/14/2025	\$0.00	
2024	Summer	\$3,266.86	\$3,266.86	01/14/2025	\$0.00	
2023	Winter	\$96.12	\$96.12	01/24/2024	\$0.00	
2023	Summer	\$3,096.64	\$3,096.64	01/24/2024	\$0.00	
2022	Winter	\$86.73	\$86.73	01/19/2023	\$0.00	
2022	Summer	\$3,761.89	\$3,761.89	01/19/2023	\$0.00	
2021	Winter	\$197.09	\$197.09	12/29/2021	\$0.00	
2021	Summer	\$3,591.80	\$3,591.80	09/15/2021	\$0.00	
2020	Winter	\$90.25	\$90.25	02/02/2021	\$0.00	

[Load More Years](#)

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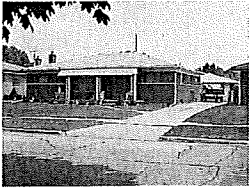
(Property Address)

Parcel Number: [REDACTED] Account Number: [REDACTED]

Customer Name: MILK CHERYL **UB Customer Name:** [REDACTED] OCCUPANT

Summary Information

- > Residential Building Summary
 - Year Built: 1961
 - Full Baths: 1
 - Sq. Feet: 1,507
 - Bedrooms: 0
 - Half Baths: 0
 - Acres: 0.165
- > Assessed Value: \$126,590 | Taxable Value: \$64,566
- > Property Tax information found
- > 12 Building Department records found
- > Utility Billing information found



Item 1 of 2 1 Image / 1 Sketch

Customer Information

Name [REDACTED] OCCUPANT

Address [REDACTED] Account Number [REDACTED]

Amount Due

Total Amount Due **(\$237.44)**

[Pay Now](#)

Current Bill

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

Amount Due	(\$237.44)	Bill From	08/30/2025		
Due Date	10/31/2025	Bill To	09/30/2025		
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	(\$237.44)	\$0.00	\$0.00	(\$237.44)	
WATER SERVICE CHARGE	\$0.00	\$0.00	\$0.00	\$0.00	
	(\$237.44)	\$0.00	\$0.00	(\$237.44)	

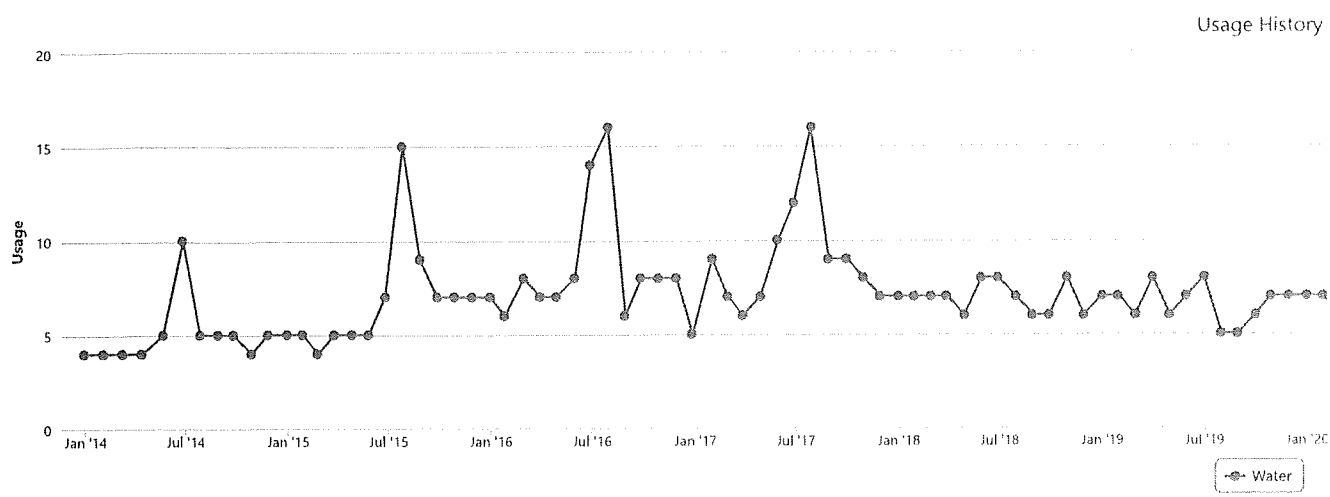
History (459 Items Found)

Starting Date Ending Date

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

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
10/28/2025	Meter Read	Water		1090.00	3.00	\$0.00	(\$237.44) ▲
10/15/2025	Credit Transfer			0.00	0.00	\$0.00	(\$237.44)
10/15/2025	Bill Calculated	08/30/25-09/30/25		0.00	0.00	\$42.85	(\$237.44)
9/30/2025	Meter Read	Water		1087.00	4.00	\$0.00	(\$280.29)
9/11/2025	Credit Transfer			0.00	0.00	\$0.00	(\$280.29)
9/11/2025	Bill Calculated	07/30/25-08/30/25		0.00	0.00	\$42.85	(\$280.29)
9/4/2025	Credit Transfer			0.00	0.00	\$0.00	(\$323.14)
8/30/2025	Meter Read	Water		1083.00	4.00	\$0.00	(\$323.14)
8/12/2025	Credit Transfer			0.00	0.00	\$0.00	(\$323.14)
8/12/2025	Bill Calculated	07/01/25-07/30/25		0.00	0.00	\$32.85	(\$323.14)
7/30/2025	Meter Read	Water		1079.00	3.00	\$0.00	(\$355.99)
7/11/2025	Credit Transfer			0.00	0.00	\$0.00	(\$355.99)
7/11/2025	Bill Calculated	05/30/25-07/01/25		0.00	0.00	\$40.60	(\$355.99) ▼

Usage History Chart



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

October 20, 2025

Mindy Moore
City Council Secretary

RE: CONSIDERATION and ADOPTION of a RESOLUTION to approve a cost sharing agreement between the Michigan Department of Transportation (MDOT) and the City of Warren for the Maintenance of the Traffic Control Device Installed at the intersection of Mound Road and Eckstein Road, MDOT Traffic Control Device No. 1115

The Engineering Division recommends the attached cost sharing agreement for traffic signal installed at Mound Road and Eckstein Street to be approved.

The Macomb County Department of Roads has an existing agreement with the City of Warren to maintain City of Warren traffic signals. This maintenance agreement includes upgrades, modernizations, operations and removals for all of the City's traffic signals.

The total cost for the maintenance of this signal is estimated to be \$3,000 per year. The cost share is as follows:

MCDR	67% (\$2,010 yearly)
City of Warren	33% (\$990 yearly)

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

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

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Tina Gapshes".

FE042968B0764F1
Tina Gapshes, P.E.
City Engineer

Read and Concurred:

DocuSigned by:

A handwritten signature in black ink that reads "David Muzzarelli".

A310A608BBC84DD...
David Muzzarelli
Public Service Director

Funding Approval:

Signed by:

A handwritten signature in black ink that reads "Kristina Battle".

E6FDC83AE1C142B...
Kristina Battle
Budget Director

Contract Form Approval:

Signed by:

A handwritten signature in black ink that reads "Mary Michaels".

11980BBF52344A1...
Mary Michaels
Acting City Attorney

Recommended to Council:

Signed by:

A handwritten signature in black ink that reads "Lori M. Stone".

F040B73E57F248E...
Lori M. Stone
Mayor

Attachment: Cost Share Agreement with MCDR, Council Resolution

**RESOLUTION APPROVING A COST SHARING AGREEMENT
BETWEEN THE MACOMB COUNTY DEPARTMENT OF ROADS
AND THE CITY OF WARREN
FOR THE MAINTENANCE OF A NEW TRAFFIC SIGNAL AT
MOUND ROAD AND ECKSTEIN STREET**

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

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

The Macomb County Department of Roads (MCDR) has installed a new traffic signal at Mound Road and Eckstein Street during the Mound Innovate Project. The Macomb County Department of Roads has an existing agreement with the City of Warren to maintain City of Warren traffic signals. This maintenance agreement includes upgrades, modernizations, operations and removals for all of the City's traffic signals.

The total estimated cost of the maintenance for this signal is \$3,000 per year. The Cost shall be shared as follows:

MCDR	67% (\$2,010 yearly)
City of Warren	33% (\$990 yearly)

The Macomb County Department of Roads has furnished the attached cost sharing *Agreement* for the execution of the maintenance for the traffic signal installation at Mound Road and Eckstein Street intersection.

The City Engineer has reviewed the attached *Agreement* and recommends that the City of Warren approve execution of the *Agreement* as presented, with the City's participating estimated amount of \$990 yearly.

Funding for the City of Warren's portion of the project costs is available in the MTF Traffic Signal Maintenance account no. 202-2474-80121.

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve the execution of the attached cost sharing *Agreement* with the Macomb County Department of Roads for the maintenance of the traffic signal installation at Mound Road and Eckstein Street in the total estimated amount not to exceed \$990 each year.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are hereby authorized to execute the aforementioned cost sharing *Agreement*.

IT IS FURTHER RESOLVED, that the City Controller is authorized to issue payments to the Macomb County Department of Roads for the City of Warren's share of the project cost, in the total estimated amount not to exceed \$990 each year as specified in the cost sharing *Agreement*.

AYES: Councilpersons _____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

SONJA BUFFA
City Clerk

Resolution
Mound Road and Eckstein Street Traffic Signal Maintenance Cost Sharing Agreement, MCDR

COST SHARE AGREEMENT

Traffic Control Device #1115

Traffic Control Device Location: Mound Road at Eckstein Street

This Agreement, entered into this _____ day of _____, 2025, by and between the County of Macomb acting through its Department of Roads (MCDR) and the City of Warren, collectively referred to as the Parties.

1. **Nature of the Agreement.** In accordance with prevailing State law and resolutions adopted by their respective governing bodies, the Parties hereby agree to participate in the upgrades, modernizations, maintenance, operations, and removal costs of the traffic control devices located at Mound Road at Eckstein Street (the Signals) located in Warren, Michigan. The Parties' share of such costs shall be:

MCDR 67%
CITY OF WARREN 33%

2. **Invoicing and Payment.** The Parties expressly acknowledge and agree that MCDR shall invoice CITY OF WARREN for its share of all costs arising from the upgrades, modernizations, maintenance, operations and removal of the Signals on a monthly basis. All invoices shall be payable within thirty (30) days of the invoice date. Maintenance costs are estimated to be approximately \$3,000 annually and are billed at the completion of maintenance.
3. **Failure of Timely Invoice Payment.** The Parties expressly acknowledge and agree that, in the event CITY OF WARREN fails to pay any invoice or any part of any invoice within ninety (90) days of the invoice date, MCDR may at its sole discretion elect to remove the signals from Mound Road at Eckstein Street, Warren, Michigan.
 - (a) Prior to removing the Signals, MCDR shall provide CITY OF WARREN written notice of MCDR's election to do so. CITY OF WARREN shall then be afforded five (5) calendar days within which to cure its failure to make timely payment.
 - (b) If cured within the allotted five (5) calendar days, MCDR shall not remove the Signals; if not cured within the allotted five (5) calendar days, MCDR shall remove the Signals and CITY OF WARREN shall have no right and MCDR shall have no duty to accept any further curative action by CITY OF WARREN as a means of preventing the Signals' removal.
 - (c) In the event the Signals are in fact removed for CITY OF WARREN' failure to pay, MCDR shall invoice and CITY OF WARREN shall pay all costs arising from such removal.
 - (d) Any failure by MCDR to exercise its discretion to remove the Signals for payments ninety (90) days past due shall not constitute a waiver by MCDR of the amounts owing and past due, and MCDR shall be free to pursue collection of any past due amounts through any legal means available.

4. **Signals Removal.** The Parties expressly acknowledge and agree that in the event the Signals are no longer warranted, reasonable, necessary, or required by prevailing law, prevailing State regulatory agency rules, or prevailing traffic engineering standards, CITY OF WARREN agrees to the Signals' removal by MCDR and MCDR shall invoice and CITY OF WARREN shall pay all actual costs arising from such removal.
5. **Upgrades, Modernizations, Maintenance, Operations, and Removal.** The Parties expressly acknowledge and agree that MCDR shall be responsible for planning, engineering, upgrades, modernizations, maintenance, operations and replacement of the Signals or any of the Signals' operational components for the time during which the Signals remain at Mound Road at Eckstein Street, Warren, Michigan. All costs arising from the planning, engineering, upgrades, modernizations, maintenance and replacement, and/or removal of the Signals, shall be paid solely by CITY OF WARREN.
6. **Claims.** The Parties expressly acknowledge and agree that MCDR shall, upon receiving a notice of intent to file a claim, suit, or cause of action related to the Signals' function or dysfunction, provide a copy of such notice to CITY OF WARREN within fourteen (14) calendar days of MCDR's receipt of such notice. Such notice shall be provided to CITY OF WARREN at the address noted below for receipt of notices under the provisions of the Agreement.
7. **Governmental Function.** The Parties expressly acknowledge and agree that any work, task, action, or omission directly attributable to the County or MCDR shall constitute a governmental function and nothing in this agreement shall be construed as a waiver, modification, or limitation of any manner of immunity bestowed upon the County and MCDR by prevailing law.
8. **Third Party Beneficiaries.** The Parties expressly acknowledge and agree that nothing in this agreement shall be construed as creating or bestowing any benefit to any third-party, and nothing herein shall be construed as creating or imposing any manner of legal obligation or duty upon the County or MCDR in favor of any third party.
9. **Signals Ownership.** The County acting through MCDR shall be the owner of the Signals to the extent they remain within the County's jurisdiction. In the event CITY OF WARREN pays one hundred percent (100%) of its participation costs and the Signals are located on a roadway no longer within the County's jurisdiction, ownership shall be transferred to CITY OF WARREN.
10. **Advice of Counsel.** The Parties expressly acknowledge and agree that each has had the opportunity and benefit of consulting with and receiving advice from their respective counsel and that neither has been subjected to threat, coercion, duress, or undue influence of any manner in entering into this agreement.
11. **Entire Agreement.** This agreement constitutes the entire agreement between the Parties and supersedes any or all prior agreements which shall no longer have any force or effect as of the effective date this agreement.
12. **Assignment.** Neither Party shall be authorized to transfer or assign this Agreement to any third party absent the express written agreement of both Parties hereto.

- 13. Amendment.** Neither Party shall be authorized to change, alter, or amend the terms and conditions of this Agreement transfer or assign this agreement absent the express written agreement of both Parties hereto.
- 14. Severability.** In the event any term or condition of this Agreement is determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise invalid, the Parties expressly acknowledge and agree that all other terms and condition herein shall remain in full force and effect.
- 15. Choice of Law.** The Parties expressly acknowledge and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and those of the United States of America. The venue for any dispute shall lie in Macomb County, Michigan.
- 16. Notices.** Any notice required by this Agreement shall be provided in writing delivered by (a) personal hand delivery, (b) expedited delivery service with proof of delivery, (c) United States Postal Service registered or certified mail with return receipt requested, or (d) email with received and read receipts request, directed to the addresses below:

For MCDR:

Macomb County Department of Roads
ATTN: Director
117 S. Groesbeck Highway
Mount Clemens, Michigan 48043
director@rcmcweb.org

For CITY OF WARREN:

CITY OF WARREN
ATTN: Lori M. Stone, Mayor
One City Square
Warren, MI 48093
mayor@cityofwarren.org

In witness whereof, the Parties hereto executed this Agreement on the date set forth above.

WITNESS

COUNTY OF MACOMB

John Paul Rea, AICP
Deputy County Executive

WITNESS

CITY OF WARREN

Lori M. Stone, Mayor



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

October 20, 2025

Mindy Moore
City Council Secretary

RE: CONSIDERATION and ADOPTION of a RESOLUTION to approve a cost sharing agreement between the Michigan Department of Transportation (MDOT) and the City of Warren for the Maintenance of the Traffic Control Device Installed on Schoenherr Road between 13 Mile Road and Common Road for Fire Station No. 5, MDOT Traffic Control Device No. 1125

The Engineering Division recommends the attached cost sharing agreement for traffic signal installed on Schoenherr Road between 13 Mile Road and Common Road for Fire Station No. 5 to be approved.

The Macomb County Department of Roads has an existing agreement with the City of Warren to maintain City of Warren traffic signals. This maintenance agreement includes upgrades, modernizations, operations and removals for all of the City's traffic signals.

The total cost for the maintenance of this signal is estimated to be \$3,000 per year. The cost share is as follows:

MCDR	0% (\$0 yearly)
City of Warren	100% (\$3,000 yearly)

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

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

Sincerely,

DocuSigned by:

A handwritten signature in black ink, reading "Tina Gapshes".

FE012968B0764F1...
Tina Gapshes, P.E.
City Engineer

Read and Concurred:

DocuSigned by:

A handwritten signature in black ink, reading "David Muzzarelli".

A310AB08BB04DB...
David Muzzarelli
Public Service Director

Funding Approval:

Signed by:

A handwritten signature in black ink, reading "Kristina Battle".

F8FDC83AE1C142B...
Kristina Battle
Budget Director

Contract Form Approval:

Signed by:

A handwritten signature in black ink, reading "Mary Michaels".

119806BF52344A1...
Mary Michaels
Acting City Attorney

Recommended to Council:

Signed by:

A handwritten signature in black ink, reading "Lori M. Stone".

F040B73E37F246E...
Lori M. Stone
Mayor

Attachment: Cost Share Agreement with MCDR, Council Resolution

**RESOLUTION APPROVING A COST SHARING AGREEMENT
BETWEEN THE MACOMB COUNTY DEPARTMENT OF ROADS
AND THE CITY OF WARREN
FOR THE MAINTENANCE OF A NEW TRAFFIC SIGNAL ON
SCHOENHERR ROAD BETWEEN 13 MILE ROAD AND COMMON ROAD
FOR FIRE STATION NO. 5**

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

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

The Macomb County Department of Roads (MCDR) has installed a new traffic signal at Mound Road and Eckstein Street during the Mound Innovate Project. The Macomb County Department of Roads has an existing agreement with the City of Warren to maintain City of Warren traffic signals. This maintenance agreement includes upgrades, modernizations, operations and removals for all of the City's traffic signals.

The total estimated cost of the maintenance for this signal is \$3,000 per year. The Cost shall be shared as follows:

MCDR	0% (\$0 yearly)
City of Warren	100% (\$3,000 yearly)

The Macomb County Department of Roads has furnished the attached cost sharing *Agreement* for the execution of the maintenance for the traffic signal installation on Schoenherr Road between 13 Mile Road and Common Road for Fire Station No. 5.

The City Engineer has reviewed the attached *Agreement* and recommends that the City of Warren approve execution of the *Agreement* as presented, with the City's participating estimated amount of \$3,000 yearly.

Funding for the City of Warren's portion of the project costs is available in the MTF Traffic Signal Maintenance account no. 202-2474-80121.

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve the execution of the attached cost sharing *Agreement* with the Macomb County Department of Roads for the maintenance of the traffic signal installation on Schoenherr Road between 13 Mile Road and Common Road for Fire Station No. 5. Street in the total estimated amount not to exceed \$3,000 each year.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are hereby authorized to execute the aforementioned cost sharing *Agreement*.

IT IS FURTHER RESOLVED, that the City Controller is authorized to issue payments to the Macomb County Department of Roads for the City of Warren's share of the project cost, in the total estimated amount not to exceed \$3,000 each year as specified in the cost sharing *Agreement*.

AYES: Councilpersons _____

NAYES: Councilpersons _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

SONJA BUFFA
City Clerk

COST SHARE AGREEMENT

Traffic Control Device #1125

Traffic Control Device Location: Schoenherr Road Between 13 Mile Road and Common Road

This Agreement, entered into this _____ day of _____, 2025, by and between the County of Macomb acting through its Department of Roads (MCDR) and the City of Warren, collectively referred to as the Parties.

1. **Nature of the Agreement.** In accordance with prevailing State law and resolutions adopted by their respective governing bodies, the Parties hereby agree to participate in the upgrades, modernizations, maintenance, operations, and removal costs of the traffic control devices located at Schoenherr Road between 13 Mile Road and Common Road (the Signals) located in Warren, Michigan. The Parties' share of such costs shall be:

MCDR 0%
CITY OF WARREN 100%

2. **Invoicing and Payment.** The Parties expressly acknowledge and agree that MCDR shall invoice CITY OF WARREN for its share of all costs arising from the upgrades, modernizations, maintenance, operations and removal of the Signals on a monthly basis. All invoices shall be payable within thirty (30) days of the invoice date. Maintenance costs are estimated to be approximately \$3,000 annually and are billed at the completion of maintenance.
3. **Failure of Timely Invoice Payment.** The Parties expressly acknowledge and agree that, in the event CITY OF WARREN fails to pay any invoice or any part of any invoice within ninety (90) days of the invoice date, MCDR may at its sole discretion elect to remove the signals from Schoenherr Road between 13 Mile Road and Common Road, Warren, Michigan.
 - (a) Prior to removing the Signals, MCDR shall provide CITY OF WARREN written notice of MCDR's election to do so. CITY OF WARREN shall then be afforded five (5) calendar days within which to cure its failure to make timely payment.
 - (b) If cured within the allotted five (5) calendar days, MCDR shall not remove the Signals; if not cured within the allotted five (5) calendar days, MCDR shall remove the Signals and CITY OF WARREN shall have no right and MCDR shall have no duty to accept any further curative action by CITY OF WARREN as a means of preventing the Signals' removal.
 - (c) In the event the Signals are in fact removed for CITY OF WARREN' failure to pay, MCDR shall invoice and CITY OF WARREN shall pay all costs arising from such removal.
 - (d) Any failure by MCDR to exercise its discretion to remove the Signals for payments ninety (90) days past due shall not constitute a waiver by MCDR of the amounts owing and past due, and MCDR shall be free to pursue collection of any past due amounts through any legal means available.

4. **Signals Removal.** The Parties expressly acknowledge and agree that in the event the Signals are no longer warranted, reasonable, necessary, or required by prevailing law, prevailing State regulatory agency rules, or prevailing traffic engineering standards, CITY OF WARREN agrees to the Signals' removal by MCDR and MCDR shall invoice and CITY OF WARREN shall pay all actual costs arising from such removal.
5. **Upgrades, Modernizations, Maintenance, Operations, and Removal.** The Parties expressly acknowledge and agree that MCDR shall be responsible for planning, engineering, upgrades, modernizations, maintenance, operations and replacement of the Signals or any of the Signals' operational components for the time during which the Signals remain at Schoenherr Road between 13 Mile Road and Common Road, Warren, Michigan. All costs arising from the planning, engineering, upgrades, modernizations, maintenance and replacement, and/or removal of the Signals, shall be paid solely by CITY OF WARREN.
6. **Claims.** The Parties expressly acknowledge and agree that MCDR shall, upon receiving a notice of intent to file a claim, suit, or cause of action related to the Signals' function or dysfunction, provide a copy of such notice to CITY OF WARREN within fourteen (14) calendar days of MCDR's receipt of such notice. Such notice shall be provided to CITY OF WARREN at the address noted below for receipt of notices under the provisions of the Agreement.
7. **Governmental Function.** The Parties expressly acknowledge and agree that any work, task, action, or omission directly attributable to the County or MCDR shall constitute a governmental function and nothing in this agreement shall be construed as a waiver, modification, or limitation of any manner of immunity bestowed upon the County and MCDR by prevailing law.
8. **Third Party Beneficiaries.** The Parties expressly acknowledge and agree that nothing in this agreement shall be construed as creating or bestowing any benefit to any third-party, and nothing herein shall be construed as creating or imposing any manner of legal obligation or duty upon the County or MCDR in favor of any third party.
9. **Signals Ownership.** The County acting through MCDR shall be the owner of the Signals to the extent they remain within the County's jurisdiction. In the event CITY OF WARREN pays one hundred percent (100%) of its participation costs and the Signals are located on a roadway no longer within the County's jurisdiction, ownership shall be transferred to CITY OF WARREN.
10. **Advice of Counsel.** The Parties expressly acknowledge and agree that each has had the opportunity and benefit of consulting with and receiving advice from their respective counsel and that neither has been subjected to threat, coercion, duress, or undue influence of any manner in entering into this agreement.
11. **Entire Agreement.** This agreement constitutes the entire agreement between the Parties and supersedes any or all prior agreements which shall no longer have any force or effect as of the effective date this agreement.

- 12. Assignment.** Neither Party shall be authorized to transfer or assign this Agreement to any third party absent the express written agreement of both Parties hereto.
- 13. Amendment.** Neither Party shall be authorized to change, Alter, or amend the terms and conditions of this Agreement transfer or assign this agreement absent the express written agreement of both Parties hereto.
- 14. Severability.** In the event any term or condition of this Agreement is determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise invalid, the Parties expressly acknowledge and agree that all other terms and condition herein shall remain in full force and effect.
- 15. Choice of Law.** The Parties expressly acknowledge and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and those of the United States of America. The venue for any dispute shall lie in Macomb County, Michigan.
- 16. Notices.** Any notice required by this Agreement shall be provided in writing delivered by (a) personal hand delivery, (b) expedited delivery service with proof of delivery, (c) United States Postal Service registered or certified mail with return receipt requested, or (d) email with received and read receipts request, directed to the addresses below:

For MCDR:

Macomb County Department of Roads
ATTN: Director
117 S. Groesbeck Highway
Mount Clemens, Michigan 48043
director@rcmcweb.org

For CITY OF WARREN:

CITY OF WARREN
ATTN: Lori M. Stone, Mayor
One City Square
Warren, MI 48093
mayor@cityofwarren.org

In witness whereof, the Parties hereto executed this Agreement on the date set forth above.

WITNESS

COUNTY OF MACOMB

John Paul Rea, AICP
Deputy County Executive

WITNESS

CITY OF WARREN

Lori M. Stone, Mayor



November 10, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for Increase in Budgeted Revenues and Appropriations – Police

Dear Council Secretary Moore:

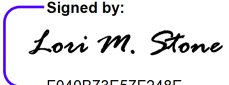
In correspondence dated November 6, 2025, the Police Department with the concurrence of the Controller's Office has indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of \$46,125.00 to account for the receipt of additional PA 302 Training funds received from the State of Michigan MCOLES Justice Training Fund for emergency vehicle operations refresher.

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

Respectfully,

A handwritten signature in black ink, appearing to read 'Kristina K Battle', is written over a light blue horizontal line.

Kristina K Battle
Budget Director

Approved:  Signed by:
Lori M. Stone
F040B73E57F248E...
Lori M. Stone, Mayor

cc: Rick Fox
E Hawkins
B Chisolm



WARREN POLICE DEPARTMENT
29900 CIVIC CENTER BLVD.
WARREN, MI 48093
(586) 574-4700

November 6, 2025

Kris Battle
One City Square
Warren, Michigan 48093

**RE: Request for an increase in budgeted amounts and appropriations for receipt of
MCOLES Justice Training Fund Competitive Grant**

Dear Mrs. Battle,

The Police Department was awarded a competitive grant to implement emergency vehicle operation training in the calendar year of 2026 through the MCOLES Justice Training Fund.

- All sworn members of the department will take part in the training at a cost of \$200 in tuition and \$50 in equipment per person at the Oakland Police Academy.
- The grant provides 75% grant funding, but requires a 25% match.
- The grant award is \$46,125 with a required match of \$15,375 for a total maximum of 246 Officers.

Therefore, the department requests to increase budgeted amounts and appropriations to receive the grant.

Professionally,

Signed by:
Brent Chisolm
9203B4FAD4AC476...

Brent Chisolm, Captain
Police Administration

MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS
MICHIGAN JUSTICE TRAINING FUND GRANT AWARD

GRANTEE Warren Police Department		GRANT NUMBER 2026-LE-456-19
PROJECT START DATE 01/01/2026	PROJECT END DATE 12/31/2026	GRANT AMOUNT \$46,125.00
PROJECT TITLE Emergency Vehicle Operations Refresher		

Michigan Justice Training funds are granted in the amount and for the period shown above, for the purposes stated in the approved application which is hereby incorporated into this award. Granting of these funds is subject to the requirements of Public Act No. 302 of 1982, as amended, the Administrative Rules of the Michigan Commission on Law Enforcement Standards, the Grant Manual, and other applicable laws and procedures. **This grant becomes effective as of the project start date and upon signature by the grantee’s required authorizing officials.** Failure to return the signed award by December 12, 2025, will result in the total award being returned to the Michigan Justice Training Fund for future award.

APPROVED BUDGET

BUDGET CATEGORY	AMOUNT
PERSONNEL	\$0.00
CONTRACTUAL SERVICES	\$0.00
TUITION	\$36,900.00
TRAVEL – EMPLOYEE	\$0.00
TRAVEL – CONTRACTOR	\$0.00
TRAVEL – TRAINEE	\$0.00
SUPPLIES & OPERATING	\$0.00
EQUIPMENT	\$9,225.00
TOTAL	\$46,125.00

SPECIAL CONDITIONS

None

SELECTED FOR COMPREHENSIVE REVIEW: ☐ Yes ☒ No

MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS

MICHIGAN JUSTICE TRAINING FUND GRANT AWARD

GRANTEE Warren Police Department		GRANT NUMBER 2026-LE-456-19
PROJECT START DATE 01/01/2026	PROJECT END DATE 12/31/2026	GRANT AMOUNT \$46,125.00
PROJECT TITLE Emergency Vehicle Operations Refresher		

Authorized by:

STATE OF MICHIGAN Timothy S. Bourgeois MCOLES Executive Director	SIGNATURE	DATE
--	-----------	------

Acceptance by:

AUTHORIZING OFFICIAL Captain Brent Chisolm	I have read and agree to all guidelines set forth in the 2026 Grant Manual ☒	SIGNATURE Signed by: Brent Chisolm	DATE 11/6/2025
PROJECT ADMINISTRATOR Corporal Carla Rexford	I have read and agree to all guidelines set forth in the 2026 Grant Manual ☒	SIGNATURE Signed by: <i>Carla Rexford</i>	DATE 11/6/2025
FINANCIAL OFFICER Dave Smith	I have read and agree to all guidelines set forth in the 2026 Grant Manual ☒	SIGNATURE Signed by: <i>Dave Smith</i>	DATE 11/6/2025

Return the signed award via email to Cristy Dowker at DowkerC1@michigan.gov.

AUTHORITY: 1982 PA 302
COMPLIANCE: Voluntary
PENALTY: No grant award

RESOLUTION AMENDING GENERAL REVENUES AND APPROPRIATIONS
FOR FISCAL 2026 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

WHEREAS, the budget for fiscal year July 1, 2025 to June 30, 2026 was adopted by
Council on May 13, 2025, and

WHEREAS, the Police Department with the concurrence of the Controller's Office has
indicated a need to this Council for an increase in budgeted revenues and appropriations in the
amount of \$46,125.00 to account for the receipt of additional PA 302 Training funds received
from the State of Michigan MCOLES Justice Training Fund for emergency vehicle operations
refresher,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the
original General Appropriation Resolution for the Fiscal 2025 Budget, approves the additional
revenues and appropriation of funds to the following budget line items in the Police Training
Fund Budget for fiscal 2025 in the amount of \$46,125.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Increase Revenues:</u>		
262-0080-54400	Police Training	\$ 46,125
<u>Increase Appropriations:</u>		
262-9262-86402	MCOLES EVO Grant	\$ 46,125

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the Police Training Special Revenue Fund Budget for fiscal 2025 in the amount of \$46,125.00.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

SONJA BUFFA
City Clerk



November 10, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for Increase in Budgeted Appropriations – Assessing

Dear Council Secretary Moore:

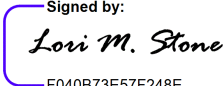
The Controller's Office has indicated a need for an additional appropriation of funds in the amount of \$330,900.00 to cover assessing services awarded to Assessment Administration Services (AAS), LLC as outlined in award RFP-W-1098.

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

Respectfully,

A handwritten signature in black ink, appearing to read 'Kristina K Battle', is written over a light blue horizontal line.

Kristina K Battle
Budget Director

Approved: 
Lori M. Stone, Mayor

The digital signature block includes the text 'Signed by:' above the signature 'Lori M. Stone' in a cursive font. Below the signature is a blue line with the alphanumeric string 'F040B73E57F248E...'.

cc: Rick Fox

CITY OF WARREN
Office of the Council Secretary

Item 4

INTER-OFFICE COMMUNICATION

DATE: November 7, 2025

TO: Lori M. Stone, Mayor

SUBJECT: Request to approve a contract with Assessment Administration Services, LLC to perform Assessing duties on behalf of the city for up to three (3) years, in an annual amount not to exceed \$544,740.00.
CONSIDERATION AND ADOPTION OF A RESOLUTION.

At a Special meeting of the City Council held Friday, November 7, 2025 Council made the formal motion to approve the above listed item

Trusting this information to be of value.

A handwritten signature in dark ink that reads "Mindy Moore". The signature is written in a cursive, flowing style.

Mindy Moore
Council Secretary

cc: Attorney
Assessing
Clerk
Controller

RESOLUTION

Document No: RFP-W-1098

Product or Service: Assessing Services

Requesting Department: Various

At a Special Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on November 7, 2025 at 8:30 a.m. Local Time, in Conference Room B of the Warren Community Center, 5460 Arden, Warren, Michigan.

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

ABSENT: Councilmembers: Boike, Dwyer

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

Electronic Request for Proposals to furnish Assessing Services for the City of Warren were accepted, publicly opened and read on Wednesday, January 31, 2024 at 1 p.m.

On February 5th, 2024, Warren City Council approved an award to Assessment Administration Services, LLC, (AAS) 61060 Winterberry Drive, Washington, MI 48094.

It has been determined by the City Controller and the Human Resources Director that there is an immediate need for MMAO and MAAO assessing services for the City of Warren.

THEREFORE, IT IS RESOLVED, that the proposal of Assessment Administration Services, LLC. is hereby accepted by City Council to furnish Michigan Master Assessing Officer (MMAO) Services for a three-year period and to provide Michigan Advanced Assessing Officer (MAAO) Services for a two-year period with an

option to extend for one additional year at the pricing shown in the table below, with mutual consent of both parties and with the approval of Warren City Council.

TIME PERIOD	MMAO ASSESSING OFFICER FEE	DEPUTY ASSESSOR FEE	CONTINGENCY FEE	NOT TO EXCEED AMOUNT
YEAR ONE	\$284,600.00	\$209,500.00	\$1,500.00	\$495,600.00
YEAR TWO	\$298,830.00	\$219,975.00	\$1,500.00	\$520,305.00
YEAR THREE	\$313,776.00	\$230,964.00	\$1,500.00	\$546,240.00

The contract shall commence upon the execution date shown in the contract.

Funds are available in the following Account dependent upon concurrent resolution of budget amendment: 101-1294-82602.

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

☒ Proposal Documents
☒ Contract
☒ Resolution

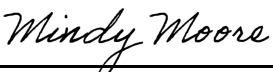
and in such form that meets with the satisfaction of the City Attorney if review is required.

IT IS FURTHER RESOLVED that a One (1) year review of job descriptions, salaries, etc. of the City Assessor Position and the Deputy Assessor position.

AYES: Councilmembers: Moore, Lafferty, Magee, Newnan, Rogensues

NAYS: Councilmembers: None

RESOLUTION DECLARED ADOPTED this 7th day of November, 2025.



 Mindy Moore
 Secretary of the Council

RESOLUTION AMENDING GENERAL APPROPRIATIONS
FOR FISCAL 2026 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

WHEREAS, the budget for fiscal year July 1, 2025 to June 30, 2026 was adopted by
Council on May 13, 2025, and

WHEREAS, the Controller's Office has indicated a need for an additional appropriation
of funds in the amount of \$330,900.00 to cover assessing services awarded to Assessment
Administration Services (AAS), LLC as outlined in award RFP-W-1098,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the
original General Appropriation Resolution for Fiscal 2026 Budget, approves the additional
appropriation of funds to the following budget line items in the General Fund Budget in the
amount of \$330,900.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
101-1294-82602	Professional Services	\$ 330,900
<u>Transfer From:</u>		
101-0000-39601	General Fund Contingency	\$ 330,900

BE IT FURTHER RESOLVED that the City Council hereby revises the appropriations for the General Fund Budget for fiscal 2026 in the amount of \$330,900.00.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

SONJA BUFFA
City Clerk



November 10, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

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

Dear Council Secretary Moore:

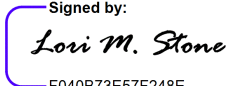
In correspondence date November 10, 2025, the Parks and Recreation has indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of \$10,000.00 to account for the receipt of a restricted donation from Meijer Store #306 for the purpose of a community wellness initiative,

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

Respectfully,

A handwritten signature in black ink, appearing to read 'Kristina K Battle', written in a cursive style.

Kristina K Battle
Budget Director

Approved:  Signed by:
Lori M. Stone
E0A0B73E57E248E
Lori M. Stone, Mayor

cc: Rick Fox
Jason Spiller



PARKS AND RECREATION

5460 Arden

Warren, MI 48092

(586) 268-8400

www.cityofwarren.org

November 10, 2025

Kris Battle
Budget Director
City of Warren

The Parks & Recreation Department respectfully requests a budget amendment in the amount of \$10,000, representing a donation from Meijer Store #306 to the City of Warren Parks and Recreation Department.

These funds will be strategically invested to launch a comprehensive and inclusive community wellness initiative. This program will utilize both indoor and outdoor recreational spaces across the city, aiming to:

- Enhance public health
- Foster meaningful social connections
- Promote lifelong physical and mental well-being

The wellness series will also be delivered across multiple sites to include:

- Weekly/Monthly fitness and mindfulness classes
- Community health events designed to engage residents of all ages
- Health education campaigns to raise awareness and encourage healthy habits
- Incentives and recognition programs to celebrate participation and progress

All programming will be designed with flexibility to seasonal conditions, accessibility needs, and the diverse interests of our community.

Thank you and if you have any questions, please feel free to contact me.

Sincerely,
Jason D. Spiller
Director
Warren Parks and Recreation



Re: City of Warren Parks & Rec Donation

From Jason Spiller <jspiller@cityofwarren.org>

Date Mon 11/10/2025 9:36 AM

To Kris Battle <kbattle@cityofwarren.org>; David Muzzarelli <dmuzzarelli@cityofwarren.org>

Cc Richard Fox <rfox@cityofwarren.org>; Sara Karpuk <skarpuk@cityofwarren.org>; Shanah Turner <sturner@cityofwarren.org>; David Muzzarelli <dmuzzarelli@cityofwarren.org>

2 attachments (107 KB)

Healthy Park Proposal - Meijer's Donation.docx; Budget Amendment Meijer Donated Funds.doc;

Kris,

Good morning. Attached is a copy of the Healthy Park Proposal use of the Meijer donation fund. The proposal aligns with the vision and intended use of these funds through Meijer Store #306. The funds will be used in a variety of ways, as described within the proposal. These include;

Health & Wellness Classes: \$3,000 (Staff, Contracted Services, Supplies)

Community Wellness Events: \$2,000 (Supplies, Contracted Services)

Special Event (Color Rush): \$1,500 (Supplies, Contracted Services)

Monthly Senior Luncheon: \$500 (Supplies; Food & Beverages, Speakers)

Signage & Donor Recognition: \$1,000 (Supplies, Contracted Services)

Incentives & Giveaways: \$1,000 (Supplies)

Program Coordination & Evaluation: \$500 (Staff)

Reviewing the budget, I believe the best way to deposit the funds would be the creation of it's own GL#. I am not certain if we can submit the funds into GL# 298-0080-65106 (Sponsored Events Revenue), and they can be separated from other revenues which come into that account. A Budget Amendment is attached for your review.

If you have any questions, please feel free to contact me.

Best regards,

Jason D. Spiller

Director

City of Warren

Department of Parks & Recreation

5460 Arden

Warren, MI 48092

586-258-2008

From: Kris Battle <kbattle@cityofwarren.org>

Sent: Friday, November 7, 2025 3:06 PM

To: Dave Klein <dklein@cityofwarren.org>; David Muzzarelli <dmuzzarelli@cityofwarren.org>; Jason Spiller <jspiller@cityofwarren.org>

Cc: Dave Smith <ddsmith@cityofwarren.org>; Richard Fox <rfox@cityofwarren.org>; Sara Karpuk <skarpuk@cityofwarren.org>; Shanah Turner <sturner@cityofwarren.org>

Subject: Fw: City of Warren Parks & Rec Donation

Good Afternoon All. Dave Smith has the \$10,000 donation from Meijer but before we can deposit this check, we will need correspondence from P&R with the specifics on this donation. See below email.

Having the answers to the questions below will help determine if this needs its own GL# or if an existing GL# can be used.

Your correspondence pertaining to the description and use of these funds should also include a request for a budget amendment.

Kind regards,

Kris Battle, Budget Director

* First Name:

* Last Name:

* Telephone #:

* E-mail Address: Please enter your e-mail address, e.g. yourname@yourdomain.com. You will need your e-mail address to log in.

* Confirm E-mail Address: Please enter your e-mail address, e.g. yourname@yourdomain.com.

* Password: The password must be between 6 and 16 characters long and consist of letters, numbers, or any of the following special characters: '@!#\$%&_'. The password 'password' is not valid.

* Confirm Password: The password must be between 6 and 16 characters long and consist of letters, numbers, or any of the following special characters: '@!#\$%&_'. The password 'password' is not valid.

* Organization Name: Enter the legal name of the organization for which you are applying.

* Zip/Postal Code:

IRS AND/OR NCES Information

Tax ID/Charity ID (if applicable): Enter the nine digit U.S. Tax ID of the 501(c)(3) non-profit organization for which you are applying. If you do not know the organization's Tax ID, please contact the business office of the organization or call the IRS toll-free at 1-877-829-5500. If your organization is not located in the United States or otherwise does not have a U.S. Tax ID number then leave this field empty.

386006931

School District ID (U.S. Pre-K-12 public schools and public school districts only):

For U.S. public schools, the District ID should be the first 7 digits of a 12 digit National Center for Education Statistics (NCES) School ID. If you do not know the school's NCES information, please visit the [NCES](#) website.

School ID (U.S. Pre-K-12 public and private schools only):

For U.S. public schools, the School ID should be the last 5 digits of a 12 digit National Center for Education Statistics (NCES) School ID. For private schools, the School ID should be the 8 digit NCES School ID. If you do not know the school's NCES information, please visit the [NCES](#) website.

SUBMIT CANCEL

[Need Support?](#)

Copyright © 2025 Meijer

Proposed use of Meijer Store #306 Donated Funds

Healthy Parks, Healthy People: Community Wellness Activation Plan

*All programs will be offered to Warren residents only, unless otherwise noted

Transforming Public Spaces into Hubs of Health, Connection, and Equity

This initiative proposes a strategic investment of \$10,000 in donated Meijer Store #306 funds to launch a dynamic, inclusive wellness program that leverages existing parks and recreation spaces—both indoor and outdoor—to elevate community health, foster social connection, and promote lifelong well-being.

Strategic Goals

1. Advance holistic health—physical, mental, and emotional—through inclusive, community-based programming & special events.
2. Maximize space utilization by activating both indoor and outdoor facilities year-round.
3. Strengthen community bonds through shared wellness experiences that build pride and belonging.
4. Remove barriers to participation by offering all programs free of charge or at a very minimal fee and accessible to all City of Warren residents.
5. Establish lasting partnerships with health organizations and local businesses to amplify impact.

Program Structure

The wellness series will run across multiple sites, offering a mix between weekly fitness & mindfulness classes, Community healthy special events, health education campaigns, and incentives & recognition. All programming is flexible and adaptive to weather, accessibility needs, and diverse audiences.

Budget Allocation – Maximizing Impact with \$10,000

Health & Wellness Classes: \$3,000
Community Wellness Events: \$2,000
Special Event (Color Rush): \$1,500
Monthly Senior Luncheon: \$500
Signage & Donor Recognition: \$1,000
Incentives & Giveaways: \$1,000
Program Coordination & Evaluation: \$500

Outdoor Activation Highlight

Examples may include yoga or tai chi in shaded park lawns, walking clubs on greenway trails, family 'Move & Play' sessions in playgrounds, and mindfulness workshops under pavilions. These activities revitalize underused green spaces and reduce stress through nature exposure.

Color Rush 5K & Family Fun Run – May 2026 at Halmich Park

Join us for the vibrant and exciting **Color Rush**, a community-wide 5K and family fun run happening this May at Halmich Park! Inspired by the popular color run experience, participants will race along a scenic, predetermined route while being showered in bursts of safe, non-toxic, colorful PurColour powder. Each runner will receive a Meijer-branded t-shirt and protective eyewear to keep the fun going safely. The color powder used is non-flammable and made from natural, food-grade materials, ensuring a safe and unforgettable experience for all ages. Whether you're racing to win or just enjoying the splash of color with family and friends, Color Rush is the perfect way to celebrate the spring in the City of Warren, entice community pride, promote fitness, and fun! Non-residents may participate (depending upon the number of Warren residents registered) at a fee, non-resident registration would open following Warren residents' registration.

Indoor Activation Highlights

Examples include fitness classes in recreation centers, nutrition & cooking demos, stress management workshops, and senior/adaptive recreation fitness & wellness sessions & workshops. These ensure continuity during inclement weather and support vulnerable populations. Majority of these programs will be free or at a minimal fee for all Warren residents. ADA-compliant spaces, multilingual outreach, and possible targeted partnerships with schools and health clinics to reach underserved groups.

Monthly Senior Luncheon & Mingle – Starting March 2026 (Warren Community Center)

Beginning this March, join us for a warm and welcoming Senior Luncheon & Mingle, held once a month at the Warren Community Center to bring together members of our senior community for good food, great company, and engaging activities. Each gathering will feature a low-cost meal and a rotating schedule of entertainment and enrichment, including guest speakers on health and wellness, movie screenings, or fun games to spark laughter and connection. This monthly event is the perfect way for our seniors stay active and social.

Anticipated Outcomes

500–2,000+ residents engaged, 25–40% increase in park usage, improved self-reported health, and stronger partnerships.

Sustainability Plan

Train Volunteer Wellness Ambassadors, pursue grants, and develop a replicable seasonal model.

Meijer Recognition Strategy

Logo and name featured on all materials, public acknowledgment at events, and optional press release and social media collaboration.

Timeline Overview

Months 1-3: Planning

Months 4-7: Wellness series + events

Month 8: Evaluation

Closing Summary

The Healthy Parks, Healthy People plan delivers immediate and lasting public health benefits by activating existing spaces through inclusive programming. Parks and Recreation spaces are the heart of healthy communities. This initiative brings that heartbeat to life.

RESOLUTION AMENDING GENERAL REVENUES AND APPROPRIATIONS
FOR FISCAL 2026 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

WHEREAS, the budget for fiscal year July 1, 2025 to June 30, 2026 was adopted by
Council on May 13, 2025, and

WHEREAS, the Parks and Recreation has indicated a need to this Council for an
increase in budgeted revenues and appropriations in the amount of \$10,000.00 to account for
the receipt of a restricted donation from Meijer Store #306 for the purpose of a community
wellness initiative,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the
original General Appropriation Resolution for the Fiscal 2026 Budget, approves the additional
revenues and appropriation of funds to the following budget line items in the Parks and
Recreation Special Revenue Fund in the amount of \$10,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Increase Revenues:</u>		
208-0080-67907	Donations	\$ 10,000
<u>Increase Appropriations:</u>		
208-9208-88005	Restricted Donations-Wellness Program	\$ 10,000

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the Parks and Recreation Special Revenue Fund Budget for fiscal 2026 in the amount of \$10,000.00.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

SONJA BUFFA



November 10, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for Increase in Budgeted Appropriations – Various Departments

Dear Council Secretary Moore:

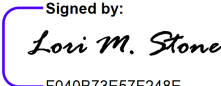
The Controller's Office has indicated a need for a transfer of funds between line items in the amount of \$103,201.00 and an additional appropriation of funds in the amount of \$101,705.00 to cover increased costs associated with BSA Cloud annual software maintenance and support as outlined in award SOL-W-1719.

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

Respectfully,

A handwritten signature in black ink that reads 'Kristina K Battle'.

Kristina K Battle
Budget Director

Approved:  Signed by:
Lori M. Stone
F040B73E57F248E...
Lori M. Stone, Mayor

cc: Rick Fox

RESOLUTION AMENDING GENERAL APPROPRIATIONS
FOR FISCAL 2026 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

WHEREAS, the budget for fiscal year July 1, 2025 to June 30, 2026 was adopted by Council on May 13, 2025, and

WHEREAS, the Controller's Office has indicated a need for a transfer of funds between line items in the amount of \$103,201.00 and an additional appropriation of funds in the amount of \$101,705.00 to cover increased costs associated with BSA Cloud annual software maintenance and support as outlined in award SOL-W-1719,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2026 Budget, approves the additional appropriation of funds to the following budget line items in the General Fund Budget in the amount of \$204,906.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
101-1209-80106	Software Services - Assessing	\$ 7,530
101-1215-80100	Contractual Services – Clerk's	15,480
101-1253-80100	Contractual Services – Treasurer's	10,745
101-1294-82602	Professional Services – Admin Unallocated	153,356
101-1371-80100	Contractual Services – Building Inspections	<u>17,795</u>
		\$ 204,906
<u>Transfer From:</u>		
101-1294-80104	Contractual Services - Data Conversion	\$ 103,201
101-0000-39601	General Fund Contingency	<u>101,705</u>
		\$ 204,906

BE IT FURTHER RESOLVED that the City Council hereby revises the appropriations for the General Fund Budget for fiscal 2026 in the amount of \$204,906.00.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

SONJA BUFFA
City Clerk



CITY ATTORNEY'S OFFICE

One City Square, Suite 400

WARREN, MI 48093

(586) 574-4671

FAX (586) 574-4530

www.cityofwarren.org

November 10, 2025

Ms. Mindy Moore
Council Secretary
City of Warren

Re: Proposed Resolution Authorizing Interlocal Agreement between the City of Sterling Heights and City of Warren for Public Works Services

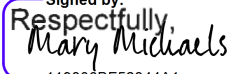
Dear Council Secretary Moore:

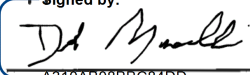
Attached please find the above-referenced resolution, which would authorize an agreement with Sterling Heights to provide mutual assistance with the public works emergencies or incidents, or during times of peak demand.

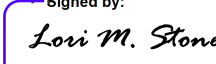
The services would include water or sewer main repairs, catch basin repairs, snow removal, refuse removal, tree trimming or fallen tree removal. Each community will absorb its own costs, except for sanitation service, in which case, Warren will bill for equipment and overtime. Warren will also not collect sanitation on private roads or areas or commercial property. In addition, beginning April 1, 2026, each community may annually evaluate its costs and address a disproportional balance in services by billing on a time and material basis for future services, according to a schedule approved by each community's governing body.

The agreement may be terminated for convenience of either party upon 30 days' advance written notice. Although the Charter limitation on contract duration does not apply to an intergovernmental agreement, the resolution establishes a ten-year duration on the Council approval, with extension to be subject to Council approval.

If acceptable, please submit the proposed resolution and corresponding agreement to Council for its meeting on Tuesday, November 18, 2025.

Signed by:
Respectfully,

119806BF52344A1
Mary Michaels
Acting City Attorney

Approved:
Signed by:

A330A808B8C84DD
David Muzzarelli
Director of Public Service

Approved:
Signed by:

F040B73F567E248E...
Lori M. Stone
Mayor

Atty/ID 116013 MMoore -Interlocal Agreement with Sterling Hgts

cc: Richard Fox, City Controller (w/attach.)
Jared Gajos, Human Resources Director (w/attach.)
Christina Grusser, Risk Manager (w/attach.)

**RESOLUTION APPROVING INTERLOCAL AGREEMENT FOR
PUBLIC WORKSERVICES BETWEEN
CITY OF STERLING HEIGHTS AND CITY OF WARREN**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on November 18, 2025, at 7 p.m. Eastern _____
_____ Time, in the Council Chambers of the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilperson _____

ABSENT: Councilperson _____

The following resolution was offered by Councilperson _____
and supported by Councilperson _____.

The City of Warren and the City of Sterling Heights are neighboring communities that share a common priority of providing its citizens with prompt, efficient public services. The services include sewer and water main repairs, catch basin repairs, tree trimming, refuse collection and other infrastructural repair and maintenance ("Public Works Services").

When unexpected emergencies or incidents occur, a community may require reinforcement of qualified labor or equipment to provide immediate response.

In addition, if a community relies upon contractual services, those contractors may experience labor shortages to provide necessary response.

Warren and Sterling Heights are each willing to assist each other with public services in the event of labor or resource shortages, provided the priority is given to its own community before assisting the other community.

As a part of the proposed agreement, Warren will be paid for any overtime it incurs in providing sanitation services and will not collect refuse on any private roads or property or any commercial property.

Each community will annually evaluate the costs incurred for the interlocal assistance. If the cost burden has been disproportionate, a community may bill the other for future services, according to a schedule approved by each party.

The Mayor and Director of Public Service are recommending approval of the proposed agreement to provide Warren with reinforcements necessary to respond to community emergencies, shortages or incidents.

THEREFORE, IT IS RESOLVED, the Mayor and Clerk are authorized to execute the Interlocal Agreement for Public Works Services, in such form that meets with the satisfaction of the City Attorney.

IT IS FURTHER RESOLVED, that the agreement is authorized for a period up to 10 years, subject to extension upon approval of City Council.

AYES: Councilperson_____

NAYS: Councilperson _____

RESOLUTION DECLARED ADOPTED this 18th day of November, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certify that the foregoing is a correct copy of the resolution adopted by the Warren City Council at its meeting held on November 18, 2025.

SONJA BUFFA
City Clerk

INTERLOCAL AGREEMENT FOR PUBLIC WORKS SERVICES

This Interlocal Service Agreement dated this ____ day of _____, 2025, is made between the City of Sterling Heights ("Sterling Heights"), a Michigan municipal corporation, whose address is P.O. Box 8009, 40555 Utica Road, Sterling Heights, Michigan 48313-8009, and the City of Warren, a Michigan municipal corporation, whose address is One City Square Warren, Michigan, 48093 ("Warren").

RECITALS

A. Sterling Heights and Warren (together referred to as the "Municipalities" or individually as "Municipality," as the case may be), as Home Rule Cities, created under the Michigan Home Rule Act, are authorized separately by law to perform services through their respective Departments of Public Work which include, without limitation, sewer and water main repairs, catch basin repairs, snow removal, refuse removal, tree trimming and removal, inspections, and other infrastructure repair and maintenance ("Public Works Services").

B. The Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, being MCL 124.501, et. seq. (the "Urban Cooperation Act"), authorize political subdivisions to exercise jointly with any other political subdivision any power, privilege, or authority, which such political subdivisions share in common which each might exercise separately.

C. Both Sterling Heights and Warren have traditionally employed both full-time and part-time employees that Public Works Employees" are trained and capable of performing Public Works services either through their respective Department of Public Service (Warren) or Department of Public Works (Sterling Heights) solely for their respective Municipalities, and for either Municipality through an interlocal agreement. For purposes of this agreement such services of the department for each community will be referred to as "Public Works", and the employees referred to as "Public Works Employees".

D. In some cases, Sterling Heights and/or Warren contract for additional services from third party vendors/contractors to supplement or aid in the performance of Public Works Services, as needed.

E. In cases of emergency, however, the Municipalities' ability to provide timely Public Works Services to their residents and businesses could be severely impacted, delayed, or rendered impossible due to an unexpected event, dramatic increase in volume, unexpected demand, or other emergent situation beyond the control or capacity of the Municipality and/or its contractors, such that the health, welfare, and safety of the residents and businesses may be impacted. ("Emergency Public Works Services").

F. The Urban Cooperation Act provides that an inter-local agreement may, among other things, be entered into between two municipalities to provide for the maintenance, repair, and other services to one another, which includes Emergency Public Works Services.

G. To address these cases of emergency, Sterling Heights and Warren have mutually agreed that this Agreement be entered into to allow qualified Sterling Heights and Warren Public Works Employees to perform Emergency Public Works Services for either Municipality, on an emergency basis, under the terms set forth below.

H. The parties do not intend to establish a separate legal or administrative agency under Section 7(1) of the Urban Cooperation Act, MCL 124.501, et seq., and have not therefore provided for or otherwise established an agency under this Agreement.

Now therefore, with the recitals considered an integral part of this Agreement Sterling Heights and Warren agree as follows:

1. *Representations Regarding Qualifications of Sterling Heights Public Works Employees.* Sterling Heights represents to Warren that Sterling Heights Public Works Employees have the qualifications, experience and abilities to perform Public Works Services in compliance with all federal and state regulations and licenses.

2. *Representations Regarding Qualifications of Warren Public Works Employees.* Warren represents to Sterling Heights that Warren Public Works Employees have the qualifications, experience and abilities to perform Public Works Services in compliance with all federal and state regulations and licenses.

3. *Emergency Public Works Services for the Other Municipality.* Both Sterling Heights and Warren through employees of their Public Works Departments agree to provide Emergency Public Works Services to the other Municipality, when requested and subject to availability of employees and resources, on the terms and conditions as set forth in this Agreement.

4. *Emergency Hours; Scope of Services.* Sterling Heights and Warren agree to assist each other to furnish Emergency Public Works Services when their own Public Works Employees and/or third-party vendors (if any) are unable to perform such Emergency Public Works Services.

5. *Priority of Performing Public Works Services.* Each Municipality understands and acknowledges that the other Municipality will provide Public Works Services for its own Municipality before providing Public Works Employees to perform Emergency Public Works Services for the other Municipality. However, Sterling Heights and Warren will make every reasonable effort to promptly furnish Emergency Public Works Services to the other Municipality under the terms and conditions of this Agreement.

6. *Application of Applicable Codes and Ordinances.* All code issues or interpretations, disputes, or any other issues arising from the performance of Emergency Public Works Services performed in Sterling Heights shall be resolved solely by the Sterling Heights Director of Public Works, or his/her designee. All code issues or interpretations, disputes, or any other issues arising from Emergency Public Works Services performed in Warren shall be resolved solely by the Warren Public Service Director, or his/her designee.

7. *Consideration for Services.* Except for as stated herein, and in the case of refuse, recycling, or yard waste collection in Section 9, and for materials in section 8, below, it is the expectation of the Municipalities that the furnishing of Emergency Public Works Services by the respective Municipality will be reasonably balanced and that the parties will bear the costs of providing their Public Works Employees to the other Municipality in performing Emergency Public Works Services. Except for Emergency Refuse in paragraph 9, each municipality shall bear responsibility for overtime or holiday pay incurred for services to the responding Municipality on weekends, after business hours or holidays.

Beginning April 1, 2026, and annually thereafter, the Parties upon request by either Municipality, shall provide its costs for its related to the Emergency Public Works Services provided under this Agreement. If either Municipality determines that there has been a substantial and disproportionate cost associated with this Agreement, either Municipality may notify the other in writing that all future Emergency Public Works Services will be billed upon a time and materials "T&M" basis going forward. This notification, and proposed T&M fee schedule, shall be sent prior to May 1, of each year, and is subject to approval of the parties' respective governing bodies. The T&M schedule shall then be effective as of July 1, of that year, and each monthly invoice shall reflect the adjusted fee, subject to the approval of the Parties governing bodies.

8. *Materials and Supplies.* Sterling Heights and Warren will supply all materials and supplies that are required to be used by the other Municipality to perform Emergency Public Works Services in its own Municipality. In the event that materials or supplies are unavailable and are offered to be provided by the other Municipality, the requesting Municipality shall reimburse the responding Municipality for actual costs for the materials and/or supplies utilized to perform Emergency Public Works Services, provided advance notice of such costs were provided to the requesting Municipality.

9. *Emergency Refuse, Recycling, and/or Yard Waste Collection Services and costs recovery.* Warren provides Refuse, Recycling, and/or Yard Waste collection services (Collection Services) to its residents. Sterling Heights contracts those services out to a third-party provider. Due to the non-reciprocal nature of the Collection Services offered by each City to its residents, Warren has agreed to provide mutual aid to Sterling Heights for the collection of Refuse, Recycling and/or Yard Waste, if requested by Sterling Heights, and if Warren has capacity to provide collection when Sterling Height's contractor is unable to contractually perform its regular collection services, in any section of Sterling Heights (Emergency Refuse Services). Sterling Heights shall compensate Warren for Emergency Refuse Services on a time and material basis, at the rates and costs schedule provided in Attachment A, and for the landfill tipping fee, overtime pay, and any additional landfill sorting fee. Sterling Heights will provide its own inspections, and any clean-up following Warren's Collection Services. Warren will provide Collection Services only on public roads and will not drive its equipment on private roads, driveways, or commercial property. Sterling Heights understands and agrees that Warren availability and services will primarily be on weekends or after business hours.

10. *Payment Terms.* Payment for all amounts owing under this Agreement between the Parties shall be invoiced on a monthly basis and must be paid within thirty (30) days of receipt of the invoice.

11. *Termination.* This Agreement shall remain in effect until terminated by either Party. This Agreement can be terminated by either Municipality for any reason, with a minimum thirty (30) days written notice to the other Municipality, except that a Municipality may terminate this Agreement immediately in the event of that an employee of the other Municipality performing Emergency Public Works Services commits misfeasance, malfeasance, or other improper conduct in the performance of its responsibilities in either Municipality. Upon receipt of notice of termination of the Agreement by either Party, both Parties shall have thirty (30) days to fully invoice the other Party for any outstanding balances that have not previously been invoiced. Each Party shall continue to be responsible for payment for the allowable cost of services either invoiced prior to termination or performed by either Party before the termination of the Agreement.

12. *Performance Standard.* Sterling Heights and Warren represent to each other and agree that all Emergency Public Works Services performed under the terms of this Agreement shall be performed in accordance with all appropriate and applicable state laws and regulations and industry standards.

13. *Non-Exclusive Arrangement.* Sterling Heights and Warren are not obligated under this Agreement to use the other Municipality's Public Works Services and are expressly allowed to obtain or furnish other similar services on an as-needed basis to or from other municipalities without violating this Agreement. The primary priority for both Warren and Sterling Heights is to its own community. After meeting the needs of its community, Sterling Heights and Warren agree, however, that each Municipality shall be given priority when requested for assistance for Emergency Public Works Services over any other municipality.

14. *No Employer-Employee Relationship.* The Municipalities agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between them. No liability, right or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or service performed under this Agreement.

15. *Responsibility for Compensation and Fringe Benefits.* Each Municipality agrees to be liable for disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees and, if applicable, others working on its behalf, even if the activities giving rise to those benefits occurred within the territorial limits of the other Municipality. Each Municipality shall be liable for any damage to vehicles or equipment owned, leased or in use by the employees or agents of such Municipality, and for injuries to such Municipality's employees or agents arising out of the use of such a vehicle or equipment regardless of where the damage or injury occurred.

16. *Availability of Privileges, Immunity and Exemptions.* All the privileges and immunities from liability, and exemptions from laws ordinances and rules, which apply to the activity of officers, agents, or employees of either Municipality shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of this Agreement.

17. *Indemnification.* Except as provided below in this paragraph or in the case of the sole negligence or gross negligence on the part of a Municipality's employee(s), each Municipality agrees to be liable for, defend, pay on behalf of, indemnify, and hold harmless the other Municipality, its elected and appointed officials, employees and others working for that Municipality from any third party claims, demands, suits, or loss of any nature, including, but not limited to, bodily injury or death and/or property damage, which arise out of or is in any way connected with the Emergency Public Works Services performed by their employee pursuant to this Agreement in the other Municipality. This obligation to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees. Notwithstanding the foregoing, Sterling Heights will be responsible for any cost, fee or claim arising out of or related to hazardous or unacceptable waste collected in Sterling Heights. Sterling Heights shall otherwise indemnify, hold harmless and defend any claim, action, demand, penalty, fee, landfill charge that may be imposed upon Warren arising out of or related to the performance of Collection Services, including damage or exacerbation of damage to or upon roadways or other paved or surface areas; or any cost or liability, penalty or demand arising out of or related to unacceptable or hazardous waste or environmental contamination, spill or accident.

18. *Insurance.* Each Municipality acknowledges that it is currently insured with proper coverage and limits, or alternatively, covered by a satisfactory self-insurance program. Each Municipality agrees to keep its current insurance, or obtain insurance of a similar nature, or self-insurance program in effect during all dates of Emergency PUBLIC WORKS Services for either Sterling Heights and Warren under this Agreement. Either Municipality shall provide to the other Municipality upon written request a certified copy of any insurance policy satisfying the insurance requirements under this Agreement.

19. *Notice of Claims.* The Municipalities agree that each shall promptly deliver to the other Municipality written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature that the other Municipality becomes aware of and which involves its personnel furnishing services under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the Municipalities agree to cooperate with one another in any investigation conducted by the other Municipality of any acts or performances of any services under this Agreement.

20. *Survival.* The Municipalities agree that all indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, payment obligations and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transaction that occurred before termination of this Agreement, shall survive the termination of this Agreement.

21. *Notices.* Any written notice required or permitted under the Agreement shall be considered delivered to a Municipality as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service. Unless specifically otherwise set out in the Agreement, all writings sent to Sterling Heights shall be sent to: Michael Moore, Sterling Heights Director of Public Works, 40555 Utica Road, P.O. Box 8009, Sterling Heights, Michigan 48311-8009. All writings sent to Warren shall be mailed to: Director of Public Service, One City Square, Suite 320, Warren, Michigan, 48093, Attn: David Muzzarelli, – E-mail:

dmuzzarelli@cityofwarren.org.

Notices of an administrative nature, such as service requests and coordination of services or availability or unavailability or scheduling matters or invoices or billing notices, may be exchanged by e-mail among the Parties at their respective e-mail addresses above.

22. *Entire Agreement.* This Agreement sets forth the entire Agreement between the Municipalities. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any Municipality. The Municipalities have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

23. *Severability.* If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from the Agreement. The remainder of this Agreement shall remain in full force.

24. *Governing Law.* This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 16th Judicial Circuit Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

25. *Incorporation of Recitals.* The Recitals of this Agreement shall be considered an integral part of this Agreement.

26. *No Implied Rights.* Except as expressly provided otherwise in this Agreement, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Municipality's rights in this Agreement, or any other right of any kind in favor of any individual, third party, or legal entity.

27. *Responsibility for Governmental Approvals.* Each Municipality shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all registrations, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this Agreement. Upon request, a Municipality shall furnish copies of any registrations, permits, licenses, certificates or governmental authorizations to the requesting Municipality.

28. *No Waiver.* No fact, failure or delay by a Municipality to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Municipality shall subsequently affect its right to require strict performance of this Agreement.

29. *Electronic Signature/Counterparts.* This Agreement may be executed electronically or digitally, and in multiple counterparts, in original or by fax or by delivery of a scanned counterpart in portable document format (PDF) delivered by e-mail or docusign (which shall be deemed received if delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq.) and, when taken together, shall be considered to be an original. On such delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

This Agreement is executed by the Municipalities on the dates set forth below.

CITY OF STERLING HEIGHTS,
a Michigan municipal corporation

By: _____

Michael C. Taylor

Its: Mayor

and

By: _____

Melanie Ryska

Its: City Clerk

Dated: _____

CITY OF WARREN,
a Michigan municipal corporation

By: _____

Lori M. Stone

Its: Mayor

and

By: _____

Sonja Buffa

Its: City Clerk

Dated: _____

CITY OF WARREN, MICHIGAN
SANITATION DIVISION
ESTIMATED COST OF SANITATION SERVICES TO OTHER COMMUNITIES (ON OVERTIME)

		HOURLY RATE		
Equipment:				
One-person refuse collection	25 cubic yard	\$	56.40	MDOT Schedule C Equipment Rates - Report 375 January 1, 2025 through December 31, 2025
vehicle Labor:				
Sanitation Worker		\$	45.59	Overtime rate for Sanitation Worker - Straight time \$30.39 (Pay Plan)
Estimated contract increase	3.0%	\$	1.37	
		\$	46.96	
Fringe Benefits:	38.7%	\$	17.64	Insurances, retirement, social security, medicare ...
Labor Cost total		\$	64.60	
Administrative Fee	10.0%	\$	12.10	
A Total Hourly Cost		\$ 133.10		
If more than three workers are needed a foreman will be required.				
Additional Cost of Foreman:				
Equipment:				
Pickup truck		\$	12.95	MDOT Schedule C Equipment Rates - Report 375 January 1, 2025 through December 31, 2025
Labor:				
Sanitation Facilities Foreman		\$	63.62	Overtime rate for Sanitation Facilities Foreman - Straight time \$42.41 (Pay Plan)
Estimated contract increase	3.0%	\$	1.37	
		\$	64.99	
Fringe Benefits:	38.7%	\$	17.64	
Labor Cost total		\$	82.63	
Administrative Fee	10.0%	\$	8.26	
B Total Hourly Cost		\$ 103.84		
C Hourly Cost for 3 Workers + Foreman	(A + B)	\$ 503.14		
Rate for foreman. 3 laborers, 3 sanitation trucks and 1 pickup truck.				



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: NOVEMBER 5, 2025

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: ITB-W-1715; RECOMMENDATION OF AWARD TO FURNISH AND PLANT TREES

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that Bid ITB-W-1715; to Furnish and Plant Trees, be awarded to the low, responsible, and cost-effective bidder, Dalco Services, 59187 North Avenue, Ray Twp., MI 48096, in the total amount of \$46,200.00.

On Wednesday, October 29, 2025 at 1:00 PM local time, electronic bids to furnish and plant one-hundred and ten (110) trees were publicly opened. Bids were solicited through the BidNet® (MITN) system. Eight (8) vendors responded with a bid, which are detailed on the attached bid tabulation sheets for your review.

If approved by your honorable body, these trees will be planted for residents that have had a tree removed in the right-of-way of their home and have requested that a new tree be planted.

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

Respectfully Submitted,

Signed by:

Shanah Turner

D3220749F3AC487...

Shanah Turner
Assistant Buyer

Read and Concur,

Signed by:

Craig Treppa

E810E2D7FFE5449...

Craig Treppa
Purchasing Agent

Signed by:

Kris Battle

F6FDC83AE1C142B...

Kris Battle
Budget Director

DocuSigned by:

Richard Fox

CF2C773236C54C9...

Richard Fox
Controller

Signed by:

Lori M. Stone

F040B73E57F248E...

Lori M. Stone
Mayor

CORRECTED BID SUMMARY

City of Warren 1 City Square Warren MI 48093		BID: ITB-W-1715 Bid Opening Date: 10/29/2025 Department: DPW	
Product or Service: FURNISH, INSTALL & MAINTAIN TREES			
BIDDER		GRAND TOTAL	
DALCO SERVICES, LLC.		\$	46,200.00
GREAT LAKES LANDSCAPING, INC.		DID NOT SUBMIT REQUIRED BID SECURITY, THEREFORE, NOT CONSIDERED	
GREEN MEADOWS LAWNSCAPE, INC.		\$	55,300.00
JLR, INC.		DID NOT SUBMIT REQUIRED BID DOCUMENTATION, THEREFORE, NOT CONSIDERED	
MARINE CITY NURSERY CO.		\$	73,590.00
MICHIGAN LAWN MAINTENANCE dba SHERMAN NURSERY FARMS		\$	69,290.00
OWEN TREE SERVICE, INC.		\$	58,850.00
REYNOLDS & JUETT ASSOCIATES, LLC.		SUBMITTED A COMPANY CHECK BID SECURITY, THEREFORE, NOT CONSIDERED	

ITEM	DESCRIPTION	QTY	UNIT PRICE TO FURNISH, INSTALL, AND MAINTAIN	EXTENDED PRICE
1	Autumn Blaze Maple Tree	20	\$ 420.00	\$ 8,400.00
2	Crimson King Maple Tree	20	\$ 420.00	\$ 8,400.00
3	Ginkgo Tree (Male Only)	20	\$ 420.00	\$ 8,400.00
4	Brandywine Red Maple Tree	40	\$ 420.00	\$ 16,800.00
5	American Hornbeam Tree	10	\$ 420.00	\$ 4,200.00
GRAND TOTAL:				\$ 46,200.00

ITEM	DESCRIPTION	QTY	UNIT PRICE TO FURNISH, INSTALL, AND MAINTAIN	EXTENDED PRICE
1	Autumn Blaze Maple Tree	20	\$ 510.00	\$ 10,200.00
2	Crimson King Maple Tree	20	\$ 510.00	\$ 10,200.00
3	Ginkgo Tree (Male Only)	20	\$ 510.00	\$ 10,200.00
4	Brandywine Red Maple Tree	40	\$ 490.00	\$ 19,600.00
5	American Hornbeam Tree	10	\$ 510.00	\$ 5,100.00
GRAND TOTAL:				\$ 55,300.00

ITEM	DESCRIPTION	QTY	UNIT PRICE TO FURNISH, INSTALL, AND MAINTAIN	EXTENDED PRICE
1	Autumn Blaze Maple Tree	20	\$ 669.00	\$ 13,380.00
2	Crimson King Maple Tree	20	\$ 669.00	\$ 13,380.00
3	Ginkgo Tree (Male Only)	20	\$ 669.00	\$ 13,380.00
4	Brandywine Red Maple Tree	40	\$ 669.00	\$ 26,760.00
5	American Hornbeam Tree	10	\$ 669.00	\$ 6,690.00
GRAND TOTAL:				\$ 73,590.00

ITB-W-1715**MICHIGAN LAWN MAINT dba SHERMAN
CORRECTED BID DETAIL****FURNISH, INSTALL,
MAINTAIN TREES**

ITEM	DESCRIPTION	QTY	UNIT PRICE TO FURNISH, INSTALL, AND MAINTAIN	EXTENDED PRICE
1	Autumn Blaze Maple Tree	20	\$ 631.00	\$ 12,620.00
2	Crimson King Maple Tree	20	\$ 599.00	\$ 11,980.00
3	Ginkgo Tree (Male Only)	20	\$ 691.00	\$ 13,820.00
4	Brandywine Red Maple Tree	40	\$ 599.00	\$ 23,960.00
5	American Hornbeam Tree	10	\$ 691.00	\$ 6,910.00
GRAND TOTAL:				\$ 69,290.00

Michigan Lawn Maintenance dba Sherman Nursery Farms bid the following exceptions: can not meet the suggested completion date without knowing how long the award and time to sign the contract will take.

Michigan Lawn Maintenance dba Sherman Nursery Farms bid an incorrect extended total for Item 5 in the amount of \$6,091.00. The corrected extended total for Item 5 is shown above.

ITEM	DESCRIPTION	QTY	UNIT PRICE TO FURNISH, INSTALL, AND MAINTAIN	EXTENDED PRICE
1	Autumn Blaze Maple Tree	20	\$ 505.00	\$ 10,100.00
2	Crimson King Maple Tree	60	\$ 510.00	\$ 30,600.00
3	Ginkgo Tree (Male Only)	30	\$ 605.00	\$ 18,150.00
4	Brandywine Red Maple Tree	40	NO BID	NO BID
5	American Hornbeam Tree	10	NO BID	NO BID
GRAND TOTAL:				\$ 58,850.00

The quantities listed above are acceptable per the addendum issued.

DATE: October 31, 2025
TO: Craig Treppa, Purchasing Agent
FROM: Scott Raedel, Superintendent, Division of Public Works
RE: ITB-W-1715 Furnish and plant trees

Craig,

The Division of Public Works is recommending the award to furnish and plant trees to Dalco Services.

Dalco Services is located at 59187 North Avenue, Ray Township, MI 48096.

Dalco Services low bid of \$46,200 is to furnish and plant one hundred and ten (110) trees. These trees will be planted for residents that have had a tree removed in front of their home and have requested a new tree to be planted.

Although the City of Warren has not done business with Dalco Service before, their references gave them glowing reviews.

Funds for this will be paid from DPW account 101-1442-81400.

I will be available to you or City Council for any questions in regards to this award by the Division of Public Works.

Respectfully,

Signed by:

A handwritten signature in black ink that reads "Scott Raedel". The signature is written in a cursive style with a large initial 'S'.

2848617D91374D2...

Scott Raedel
Superintendent
Division of Public Works

RESOLUTION

Document No: ITB-W-1715

Product or Service: Furnish and Plant Trees

Requesting Department: Department of Public Works (DPW)

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

Electronic bids were accepted, publicly opened and read on Wednesday, October 29, 2025 at 1:00pm Local Time.

The following bids have been received by City Council:

BIDDER:

AMOUNT:

Please see attached bid tabulation

The bid of Dalco Services, 59187 North Avenue, Ray Twp., MI 48096, has been determined to be the low, responsible and cost-effective bidder to furnish and plant one-hundred and ten (110) trees, in the total amount of \$46,200.00.

Funds are available in account number: 101-1442-81400.

IT IS RESOLVED, that the bid of Dalco Services is hereby accepted by City Council for the purchase and planting of trees, in the total amount of \$46,200.00.

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

☒ Bid document

☐ Contract

☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

Sonja Buffa
City Clerk



PLANNING DEPARTMENT

ONE CITY SQUARE, SUITE 315

WARREN, MI 48093-5283

(586) 574-4687

Fax (586) 574-4645

www.cityofwarren.org

October 8, 2025

TO: Lori M. Stone, Mayor

FROM: Ronald F. Wuerth, Planning Director

RE: REQUEST TO VACATE PUBLIC UTILITY EASEMENT; vacating the existing "L-shaped" twelve (12) ft. public utility easement abutting Lots 6 through 8 of Graddis Industrial Site Subdivision, located on the southwest corner of Ten Mile and Mound Roads; 24925 Mound Road along with 5800 & 5830 Ten Mile Road; Section 29; Sean Koza/10 & Mound, LLC (Hatem Hannawa/BD & E Group); PEV250002.

At a public hearing on September 22, 2025, 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,

A handwritten signature in blue ink that reads "Ronald F. Wuerth". The signature is written in a cursive, flowing style.

Ronald F. Wuerth, AICP
Planning Director

RFW/mzm

Attachments



PLANNING DEPARTMENT

ONE CITY SQUARE, SUITE 315

WARREN, MI 48093-5283

(586) 574-4687

Fax (586) 574-4645

www.cityofwarren.org

TO: Mindy Moore, Secretary
Warren City Council

FROM: Mayor, Planning Commission, and Planning Director

RE: REQUEST TO VACATE PUBLIC UTILITY EASEMENT; vacating the existing "L-shaped" twelve (12) ft. public utility easement abutting Lots 6 through 8 of Graddis Industrial Site Subdivision, located on the southwest corner of Ten Mile and Mound Roads; 24925 Mound Road along with 5800 & 5830 Ten Mile Road; Section 29; Sean Koza/10 & Mound, LLC (Hatem Hannawa/BD & E Group); PEV250002.

At a public hearing on September 22, 2025, 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,

Read and Concur:

Mahmuda Mouri
Commission Secretary

Signed by:
Lori M. Stone

Mayor

MM/mzm

Attachments

RESOLUTION TO VACATE PUBLIC UTILITY EASEMENT

24925 Mound Road along with 5800 & 5830 Ten Mile Road
(PEV250002)

A regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on _____, 2025, 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 September 22, 2025, the Planning Commission adopted the attached resolution, recommending to the Council of the City of Warren approval of the vacation of the 12 ft. wide "L" shaped public utility easement abutting Lots 6 through 8 of Graddis Industrial Site Subdivision, located on the southwest corner of Ten Mile and Mound Roads (24925 Mound Road along with 5800 & 5830 Ten Mile Road), 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 the 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 is required for the affected utilities within the easement area. The revised site plan indicates the 12 ft. wide easement will be relocated to the south property line of Lot 7 and continue along the south property line to Lot 6 and the other Lots to the west. The petitioner has worked with DTE and shall work with any other affected utility providers in the preparation of the relocation plan. A copy of the plan shall be provided to the Planning Department.
3. In review of the DTE Electric Company Overhead Easement (Right-of-Way) document, it appears that the width of the easement is indicated as 20 ft. Exhibit "A" indicates the easement to be 12 ft. in width. The document shall be corrected and recorded at the Macomb County Register of Deeds. A copy of the corrected document shall be provided to the Planning Department.
4. Approval is obtained from City Council. The petitioner shall complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.
5. A complaint shall 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 shall 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 shall be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.
6. The petitioner shall 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.

BE IT RESOLVED, the Council of the City of Warren hereby approves the vacation of the 12 ft. wide "L" shaped public utility easement for the above-mentioned property of 24925 Mound Road along with 5800 & 5830 Ten Mile Road.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

SONJA BUFFA
City Clerk

Drafted by:
Melissa Z. Maisano
City of Warren, Planning Department
One City Square, Suite 315
Warren, Michigan 48093-5285

When recorded return to:
City Clerk
City of Warren
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, September 22, 2025, 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 12 ft. wide "L" shaped public utility easement abutting Lots 6 through 8 of Graddis Industrial Site Subdivision, located on the southwest corner of Ten Mile and Mound Roads (24925 Mound Road along with 5800 & 5830 Ten Mile 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 the 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 is required for the affected utilities within the easement area. The revised site plan indicates the 12 ft. wide easement will be relocated to the south property line of Lot 7 and continue along the south property line to Lot 6 and the other Lots to the west. The petitioner has worked with DTE and shall work with any other affected utility providers in the preparation of the relocation plan. A copy of the plan shall be provided to the Planning Department.
3. In review of the DTE Electric Company Overhead Easement (Right-of-Way) document, it appears that the width of the easement is indicated as 20 ft. Exhibit "A" indicates the easement to be 12 ft. in width. The document shall be corrected and recorded at the Macomb County Register of Deeds. A copy of the corrected document shall be provided to the Planning Department.

4. Approval is obtained from City Council. The petitioner shall complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.
5. A complaint shall 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 shall 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 shall be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.
6. The petitioner shall 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.

RESOLUTION adopted at the meeting of September 22, 2025.

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

September 25, 2025

Hatem Hannawa
BD & E Group LLC
28124 Orchard Lake Rd., Ste. 102
Farmington Hills, MI 48334

RE: REQUEST TO VACATE PUBLIC UTILITY EASEMENT; vacating the existing "L-shaped" twelve (12) ft. public utility easement abutting Lots 6 through 8 of Graddis Industrial Site Subdivision, located on the southwest corner of Ten Mile and Mound Roads; 24925 Mound Road along with 5800 & 5830 Ten Mile Road; Section 29; Sean Koza/10 & Mound, LLC (Hatem Hannawa/BD & E Group); PEV250002.

Dear Mr. Hannawa:

At its meeting of September 22, 2025, 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 the 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 is required for the affected utilities within the easement area. The revised site plan indicates the 12 ft. wide easement will be relocated to the south property line of Lot 7 and continue along the south property line to Lot 6 and the other Lots to the west. The petitioner has worked with DTE and shall work with any other affected utility providers in the preparation of the relocation plan. A copy of the plan shall be provided to the Planning Department.

3. In review of the DTE Electric Company Overhead Easement (Right-of-Way) document, it appears that the width of the easement is indicated as 20 ft. Exhibit "A" indicates the easement to be 12 ft. in width. The document shall be corrected and recorded at the Macomb County Register of Deeds. A copy of the corrected document shall be provided to the Planning Department.
4. Approval is obtained from City Council. The petitioner shall complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.
5. A complaint shall 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 shall 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 shall be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.
6. The petitioner shall 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.

And furthermore, recommendations 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

AT&T: AT&T does not object to this easement vacation.

COMCAST: In response to your utility request for the above project, please refer to the attached map for the location of Comcast CATV/FIBER facilities. 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. If we can be of further assistance, please feel free to contact us by email at cccutilityrequests@teamsigma.com.

DTE: DTE Electric Company has received and reviewed the REQUEST TO VACATE PUBLIC UTILITY EASEMENT. DTE Electric Company OBJECTS to this REQUEST TO VACATE PUBLIC UTILITY EASEMENT, impacting 24925 Mound Rd., Section 29; per the site plan provided. Easement area must remain in place as it is the only source feed for multiple customers from Mound going west. 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,

A handwritten signature in black ink, appearing to read 'Mahmuda Mouri', written over a horizontal line.

Mahmuda Mouri
Commission Secretary

MM/mzm

cc: Mayor
Ronald F. Wuerth, Planning Director
Mary Michaels, Acting City Attorney
Everett Murphy, Chief Zoning Inspector
Daniel Doughty, Fire Marshal
Sean Koza, 10 & Mound LLC

6.a) REQUEST TO VACATE PUBLIC UTILITY EASEMENT

24925 Mound Road and 5800 & 5830 Ten Mile Road

Process # PEV250002

Section 29

Sean Koza/10 & Mound, LLC (Hatem Hannawa/BD & E Group)

September 22, 2025

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FINDINGS

1. The petitioner is requesting to vacate a 12 ft. wide “L” shaped public utility easement abutting Lots 6 through 8 of Graddis Industrial Site Subdivision located on the southwest corner of Ten Mile and Mound Roads.
2. **CHARACTERISTICS OF THE 12 FT. WIDE “L” SHAPED PUBLIC UTILITY EASEMENT IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**
 - a) The public utility easement has a total width of 12 ft. and a length of 139.41 ft. on Lots 7 and 8 (east/west) and then a length of 33.73 ft. along Lots 6 and 7 (north/south). The easement area is surfaced with concrete. There are no above ground utilities in this area; however, there are overhead wires on light poles outside of the easement area.
 - b) The public utility easement is located on Lots 6 through 8 of Graddis Industrial Site Subdivision, recorded on March 26, 1958, located on the southwest corner of Ten Mile and Mound Roads. The reason for the “L” shaped offset easement is because there was an existing building constructed along the south property line of Lot 7. The building was demolished this year in preparation of the redevelopment of the southwest corner area of Ten Mile and Mound Roads.
 - c) The petitioner’s purpose for the proposed easement vacation request is to remove the easement and relocate it for the development of a new gasoline station, convenience store, and fuel pumps. The site plan for the redevelopment of a gas station and convenience store was approved by the Planning Commission on April 8, 2024 (project no. PSP240007). The revised site plan indicates the 12 ft. wide easement will be relocated to the south property line of Lot 7 and continue along the south property line ending at Lot 6. The easement would then be adjoining the existing (platted) 6 ft. wide public utility easement serving the other Lots to the west.
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; Section 34-28, Consent by owners; hearing, notice not required; this petition was duly executed by all owners of record of the property contiguous and adjacent to the public utility easement, therefore, no publication of notice of public hearing is required.

6.a) REQUEST TO VACATE PUBLIC UTILITY EASEMENT

24925 Mound Road and 5800 & 5830 Ten Mile Road

Process # PEV250002

Section 29

Sean Koza/10 & Mound, LLC (Hatem Hannawa/BD & E Group)

September 22, 2025

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- 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 April 28, 2025, the petitioner submitted a lot combination for the three (3) parcels identified as 13-29-228-006, 13-029-228-019, and 13-29-228-020. The application (project no. PSLCOM0122) is in process.
- e) On December 2, 2024, the owner, Sean Koza, and DTE Electric Co. entered into an agreement to permit DTE to obtain an Overhead Easement (Right-of-Way) twelve (12) ft. wide along the south property line of Lot 7 of Graddis Industrial Site Subdivision and of the property being redeveloped on the southwest corner of Ten Mile and Mound Roads. This agreement represents the relocation plan for one utility.

NOTE: In review of the DTE Electric Company Overhead Easement (Right-of-Way) document, it appears that the width of the easement is indicated as 20 ft. Exhibit “A” indicates the easement to be 12 ft. in width. The document shall be corrected and recorded at the Macomb County Register of Deeds. A copy of the corrected document shall be provided to the Planning Department.

- f) On April 8, 2024, the Planning Commission APPROVED the SITE PLAN FOR REDEVELOPMENT OF GAS STATION AND CONVENIENCE STORE (project no. PSP240007). The vacation was one of the conditions of the project due to the proposed location of the building.
- g) On April 25, 2012, the Zoning Board of Appeals GRANTED the petitioner permission to install new LED Price Signs on two (2) existing poles as follows: Each LED price sign is 3' x 1' = 3 sq. ft. each. Three signs per pole sign. Total 18 sq. ft. Also, with the condition the numbers do not flash, blink, or scroll.
- h) On May 19, 1997, the Planning Commission APPROVED the site plan for car wash expansion and new canopies for relocated pump islands.
- i) On May 5, 1997, the Planning Commission EXTENDED the site plan approval for car wash addition expansion and diesel dispenser to gasoline station/convenience store to May 5, 1998.
- j) On June 17, 1996, the Planning Commission EXTENDED the site plan approval for car wash addition expansion and diesel dispenser to gasoline station/convenience store to June 20, 1997.

6.a) REQUEST TO VACATE PUBLIC UTILITY EASEMENT

24925 Mound Road and 5800 & 5830 Ten Mile Road

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Sean Koza/10 & Mound, LLC (Hatem Hannawa/BD & E Group)

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- k) On June 20, 1994, the Planning Commission APPROVED the site plan for car wash addition expansion and diesel dispenser (Ali Dakroub).
- l) On June 8, 1994, the Zoning Board of Appeals GRANTED the petitioner permission to:
 - 1) Erect a 6' 10" x 100 in. (34.75 sq. ft.), identification sign;
 - 2) With a 6' 6" x 7' (45 sq. ft.), gas price sign;
 - 3) And a 6' x 6' (36 sq. ft.) donut sign, 28' 10" high to the property along Ten Mile Road.
- m) On May 25, 1994, the Zoning Board of Appeals GRANTED the petitioner permission to:
 - 1) Retain the existing, hardsurfaced parking to the property lines along Ten Mile and Mound Roads.
 - 2) Waive eleven (11) stacking spaces and ten (10) drying spaces.
 - 3) Waive three (3) required, off street parking spaces.
- n) On June 23, 1990, the Planning Commission APPROVED the site plan for a canopy of existing pump islands measuring 24 ft. x 48 ft. along Mound Road (5830 Ten Mile Road).
- o) On June 13, 1984, the Zoning Board of Appeals GRANTED the petitioner permission to:
 - 1) Rotate an existing identification sign 180 degrees;
 - 2) To erect a 5' 6" x 6' 6" (35.5 sq. ft.) gas price sign on the existing pole to no less than 1 ft. off the property lines along Ten Mile and Mound Roads;
 - 3) With the condition the sign is non-rotating and the portable sign is removed within six months.
- p) On August 1, 1969, the Building Division issued Building Permit No. 81396 for a building addition measuring 26 ft. x 29 ft. and containing 754 sq. ft., adjoining the west elevation of the existing gas station (5830 Ten Mile Road).
- q) On June 2, 1958, the Building Division issued Building Permit No. 29670 for a building measuring 29 ft. x 49 ft. and containing 1,421 sq. ft. (5830 Ten Mile Road).
- r) On April 28, 1958, the Building Division issued Building Permit No. 29373 for a building addition measuring 20 ft. x 35 ft. and containing 700 sq. ft., adjoining the west elevation

6.a) REQUEST TO VACATE PUBLIC UTILITY EASEMENT

24925 Mound Road and 5800 & 5830 Ten Mile Road

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Sean Koza/10 & Mound, LLC (Hattem Hannawa/BD & E Group)

September 22, 2025

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of the existing gas station (24925 Mound).

- s) On March 26, 1958, the Macomb County Register of Deeds recorded the Plat for Graddis Industrial Site Subdivision, Liber 41, Page 28.
- t) On November 1, 1957, the Zoning Board of Appeals GRANTED the petitioner permission to have a variation of Ordinance No. 77, Section 2, enabling the petitioner to construct a new gasoline station on the southwest corner of Mound and Ten Mile Roads (5830 Ten Mile Road).
- u) On November 27, 1954, the Building Division issued Building Permit No. 19970 for a building measuring 20 ft. x 100 ft. (24925 Mound Road).
- v) On July 21, 1936, the Macomb County Register of Deeds recorded the Supervisor's Plat No. 1, Liber 17, Page 26.

4. **GENERAL DESCRIPTION OF ABUTTING PROPERTIES IS AS FOLLOWS:**

- a) The property to the north across Ten Mile Road is zoned M-2, and contains a convenience store (7-Eleven).
 - b) The property to the east across Mound Road is zoned M-2, and contains a gasoline station and convenience store (Speedway).
 - c) The property to the south is zoned M-2, and contains an industrial business (CVM Trucking LLC).
 - d) The property to the west is zoned M-1, and contains a service business (SAS Basement Waterproofing).
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 AT&T and DTE.

The following objection was provided:

DTE: DTE Electric Company has received and reviewed the REQUEST TO VACATE PUBLIC UTILITY EASEMENT. DTE Electric Company OBJECTS to this REQUEST TO VACATE PUBLIC UTILITY EASEMENT, impacting 24925 Mound Rd., Section 29; per the site plan provided. Easement area must remain in place as it is the only source feed for multiple customers from Mound going west. If you have any questions, please do not hesitate to contact me at 586-783-1978.

6.a) REQUEST TO VACATE PUBLIC UTILITY EASEMENT

24925 Mound Road and 5800 & 5830 Ten Mile Road

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Sean Koza/10 & Mound, LLC (Hatem Hannawa/BD & E Group)

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6. A review, by the Planning Staff, of the area in question indicates that there are utility poles with overhead wires located within this easement area that extend to the Mound Road right-of-way. The utility poles shall be removed and relocated for the development of the proposed gasoline station and convenience store. The petitioner has an agreement with DTE and shall work other affected utilities to obtain a relocation plan that meets the utility provider's needs.

6.a) REQUEST TO VACATE PUBLIC UTILITY EASEMENT

24925 Mound Road and 5800 & 5830 Ten Mile Road

Process # PEV250002

Section 29

Sean Koza/10 & Mound, LLC (Hatem Hannawa/BD & E Group)

September 22, 2025

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RECOMENTATION

It is recommended that the 12 ft. wide “L” shaped public utility easement abutting Lots 6 through 8 of Graddis Industrial Site Subdivision 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 the 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 is required for the affected utilities within the easement area. The revised site plan indicates the 12 ft. wide easement will be relocated to the south property line of Lot 7 and continue along the south property line to Lot 6 and the other Lots to the west. The petitioner has worked with DTE and shall work with any other affected utility providers in the preparation of the relocation plan. A copy of the plan shall be provided to the Planning Department.
3. In review of the DTE Electric Company Overhead Easement (Right-of-Way) document, it appears that the width of the easement is indicated as 20 ft. Exhibit “A” indicates the easement to be 12 ft. in width. The document shall be corrected and recorded at the Macomb County Register of Deeds. A copy of the corrected document shall be provided to the Planning Department.
4. Approval is obtained from City Council. The petitioner shall complete the conditions within two (2) years or the approval by City Council shall automatically be revoked.
5. A complaint shall 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 shall 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 shall be provided to the Planning Department, Assessing Department, Department of Law, Building Division and City Clerk.
6. The petitioner shall 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.

6.a) REQUEST TO VACATE PUBLIC UTILITY EASEMENT

24925 Mound Road and 5800 & 5830 Ten Mile Road

Process # PEV250002

Section 29

Sean Koza/10 & Mound, LLC (Hatem Hannawa/BD & E Group)

September 22, 2025

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And furthermore, recommendations were received from the following division and departments to notify the petitioner that these items will be addressed during the Building Division permit process:

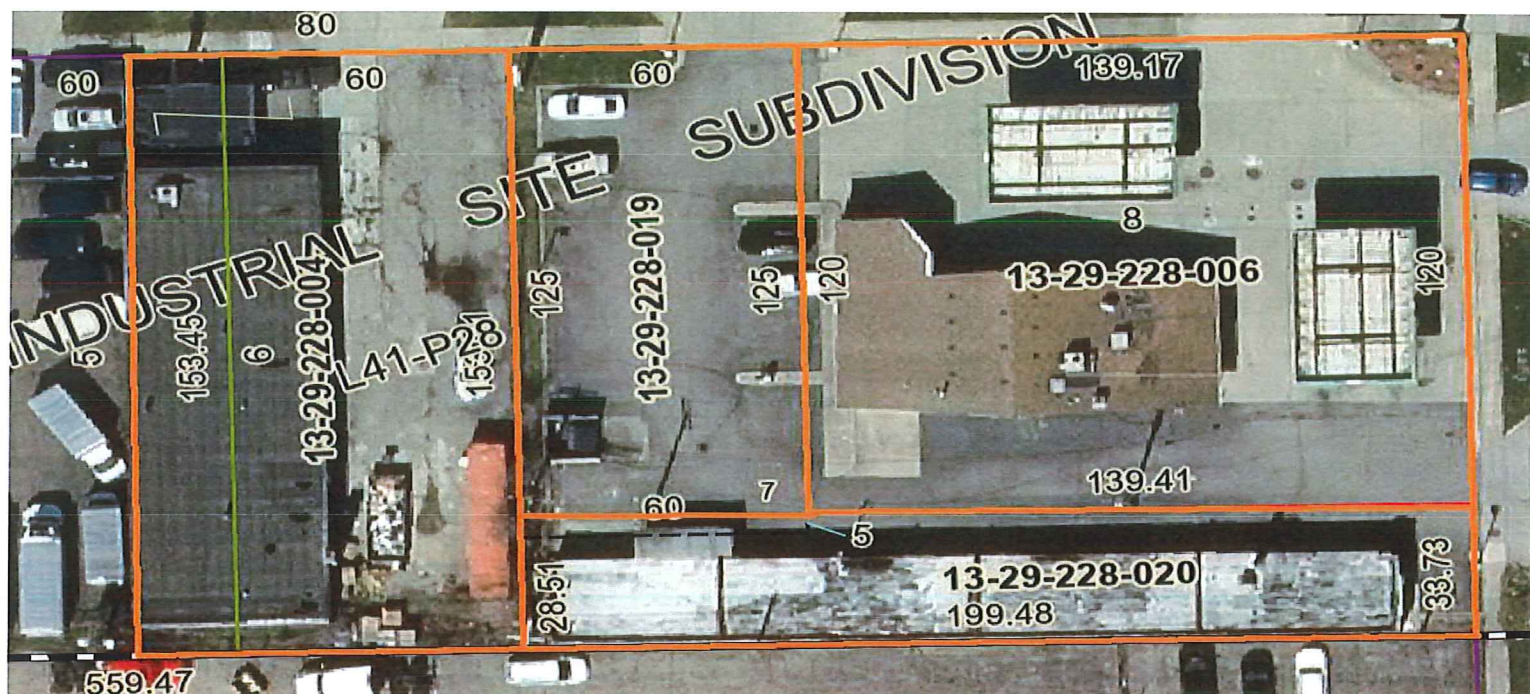
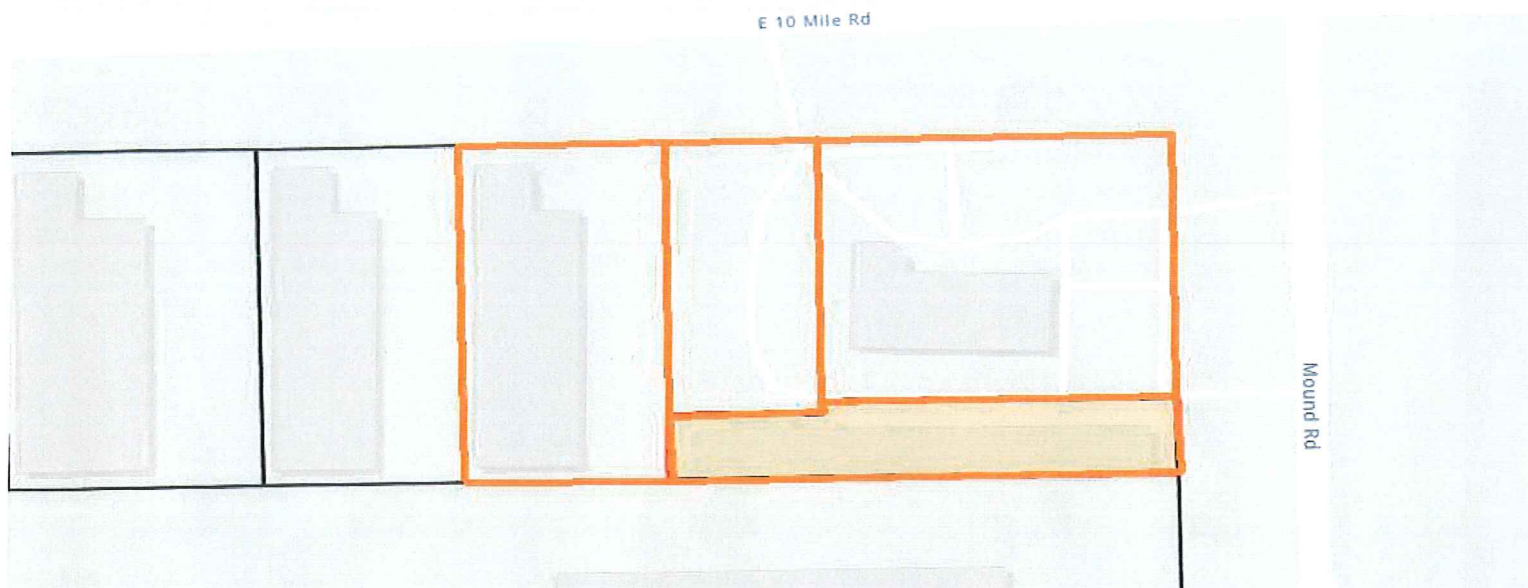
TAXES: Current

AT&T: AT&T does not object to this easement vacation.

COMCAST: In response to your utility request for the above project, please refer to the attached map for the location of Comcast CATV/FIBER facilities. 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. If we can be of further assistance, please feel free to contact us by email at cccutilityrequests@teamsigma.com.

DTE: DTE Electric Company has received and reviewed the REQUEST TO VACATE PUBLIC UTILITY EASEMENT. DTE Electric Company OBJECTS to this REQUEST TO VACATE PUBLIC UTILITY EASEMENT, impacting 24925 Mound Rd., Section 29; per the site plan provided. Easement area must remain in place as it is the only source feed for multiple customers from Mound going west. If you have any questions, please do not hesitate to contact me at 586-783-1978.

REQUEST TO VACATE PUBLIC UTILITY EASEMENT; vacating the existing “L-shaped” twelve (12) ft. public utility easement abutting Lots 6 through 8 of Graddis Industrial Site Subdivision, located on the southwest corner of Ten Mile and Mound Roads; 24925 Mound Road along with 5800 & 5830 Ten Mile Road; Section 29; Sean Koza/10 & Mound, LLC (Hatem Hannawa/BD & E Group); PEV250002.



~~4. **APPROVAL OF THE AGENDA**~~

~~**MOTION:**~~

~~A motion was made by Assistant Secretary Chowdhury, supported by Commissioner Holowaty, to approve the agenda as presented. The motion carried unanimously by voice vote.~~

~~5. **APPROVAL OF MINUTES – SEPTEMBER 8, 2025**~~

~~**MOTION:**~~

~~A motion was made by Commissioner Holowaty, supported by Commissioner Ansar, to approve the above-mentioned meeting minutes. The motion carried unanimously by voice vote.~~

6. PUBLIC HEARING ITEMS

- A. REQUEST TO VACATE PUBLIC UTILITY EASEMENT;** vacating the existing “L-shaped” twelve (12) ft. public utility easement abutting Lots 6 through 8 of Graddis Industrial Site Subdivision, located on the southwest corner of Ten Mile and Mound Roads; 24925 Mound Road along with 5800 & 5830 Ten Mile Road; Section 29; Sean Koza/10 & Mound, LLC (Hatem Hannawa/BD & E Group); PEV250002.

PETITIONER'S PORTION:

Petitioner Hatem Hannawa stated that they were in the process of redeveloping the site. Everything was being demolished, and they were starting with a new building. They found that there was an easement running in front of the building located at 24925 Mound Road. Petitioner Hannawa stated that after working with DTE, they decided it would be beneficial to move that easement back in line with the easement that runs along the south side of the neighboring subdivision. This was expected to help with circulation and pump placement.

Assistant Secretary Chowdhury noted the following correspondence:

TAXES: Current.

AT&T: No objection to this easement vacation.

DTE: Objected to the request stating that the easement must remain in place as it is the only source feed for multiple customers from Mound going west.

Director Wuerth read the Planning Department recommendations.

PUBLIC PARTICIPATION:

Lori Harris stated that she thought when there wasn't a full quorum that the petitioner could wait until there was a full Board present. The Board advised her that that was not the case.

MOTION:

A motion was made by Commissioner Duzyj, supported by Commissioner Holowaty, to approve the request to vacate public utility easement.

ROLL CALL:

The motion carried as follows:

Commissioner Duzyj Yes
 Commissioner Holowaty Yes
 Commissioner Ansar Yes
 Assistant Secretary Chowdhury Yes
 Vice Chair Boniecki Yes
 Chair Smith Yes

~~B.~~

SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP:

located on the east side of Dequindre Road, approximately 40 ft. south of Goulson Avenue, 22760 Dequindre Road; Section 31; Samir Yaldo/22760 Dequindre LLC (Steve Dumont/Designstruct, Inc.); PSPSL250001.

PETITIONER'S PORTION:

Petitioner Steve Dumont was present with the Samir Yaldo, the owner. Petitioner Dumont stated that Mr. Yaldo had planned to have a retail situation and display some cars on the site, but he was willing to do his sales online instead.

Assistant Secretary Chowdhury noted the following correspondence:

TAXES: Current.

AT&T: No objection to the proposal.

COMCAST: Has facilities within the project area, but there would not be any conflict with the requested plans.

MCDR: Will not allow any parking in MCDR's road Right-of-Way and asked that the existing paved area be removed and seeded.

MCPW0: Determined that the proposed site disturbance would not require a stormwater review.

Director Wuerth read the Planning Department recommendations.



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

www.cityofwarren.org

October 21, 2025

Mindy Moore, Council Secretary

RE: Resolution for 20733 Marie (house and shed) Nuisance Abatement

Honorable Council Secretary:

The approval of a resolution is necessary for the demolition of a house and shed at **20733 Marie** which is under the nuisance abatement program.

Attached, please find the appropriate resolution and place on the **November 18, 2025 consent agenda** for a **December 9, 2025** City Council Meeting.

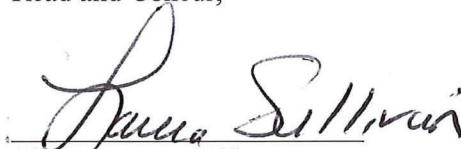
Thank you for your cooperation in this matter.

Sincerely,


Dave Muzzarelli, Director
Department of Public Service

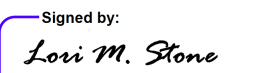
Read and Concur,

Approved:


City Attorneys Office

Read and Concur,

Approved:

Signed by:

F040B73E57F248E...
Lori M. Stone, Mayor

Cc: Building



RECEIVED

OCT 23 2025

CITY ATTORNEY'S OFFICE

DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

www.cityofwarren.org

October 21, 2025

City Attorney

RE: Two story dilapidated house 973 square feet, appears to be on a crawl space foundation and a dilapidated shed

20733 Marie
13-35-381-026

LOT 320, including ½ of the vacated alley adjacent rear to – FRANK C. NALL'S SUN SET HILL SUBDIVISION, according to the plat thereof as recorded in Liber 3, Page 151, Macomb County Records.

Interested Parties: City of Warren

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

A hearing was scheduled and held on **7/31/2025**. After all evidence was heard, the hearing officer found that a dangerous condition does, in fact, exist on the subject property, and ordered the nuisance abated. A request is hereby made that a public appeal hearing be scheduled at the next available regularly-scheduled meeting and noticed before the City Council, to allow the owner opportunity to show cause why this order should not be enforced.

Please make the appropriate dispositions.

Sincerely,

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

Dave Muzzarelli
Public Service Director

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

**Nuisance Abatement
20733 Marie
13-35-381-026**

RESOLUTION APPROVING PUBLIC NUISANCE DETERMINATION

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

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and resolution were offered by Council Member

_____ and supported by Council Member _____:

On **July 31, 2025** a hearing was held before the Hearing Officer for the City of Warren to determine whether a nuisance exists in violation of Section 9-165 thru 9-175 of the Warren Code of Ordinances upon the following described property: **20733 Marie**

Parcel No. **13-35-381-026**

Known as : **LOT 320 including ½ of the vacated alley adjacent rear to – FRANK C. NALL'S SUN SET HILL SUBDIVISION, according to the plat thereof as recorded in Liber 3, Page 151, Macomb County Records.**

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

Warren Code of Ordinances paragraph:

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

Determination: Unfit for human habitation and remains unoccupied

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

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

NOW, THEREFORE, IT IS RESOLVED, that after due consideration, it is the opinion of the council of the City of Warren that the determination of the Hearing Officer shall be approved that the **two story dilapidated house 973 square feet, which appears to be on a crawl space foundation and a dilapidated shed at: 20733 Marie** has created a dangerous condition as defined by Section 9-165 thru Section 9-175, which constitutes a public nuisance, and shall be abated in accordance with the Order of the Hearing Officer.

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

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

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

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

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

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

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

AYES: Council Members

NAYS: Council Members

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore, Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

SONJA BUFFA
City Clerk

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

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



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: NOVEMBER 10, 2025

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

FROM: RFP-W-1631 REVIEW PANEL

SUBJECT: REVIEW PANEL RECOMMENDATION TO AWARD RFP-W-1631; FURNISH PROGRAM-NETWORK INTEGRATOR SERVICES FOR THE WASTE WATER TREATMENT PLANT (WWTP)

The RFP-W-1631 review panel unanimously recommends that RFP-W-1631; For Providing Program-Network Integrator Services for the Waste Water Treatment Plant (WWTP), be awarded to Motor City Electric Technologies, Inc. (MCET), 9440 Grinnell, Detroit, MI 48213, at the rates indicated in the attached table, for a two (2) year period, with options to extend for four (4) additional two (2) year periods, and that City Council authorize the Mayor and Clerk to execute the City Contract that was prepared by the Assistant City Attorney. A copy of the contract is attached for your review.

RFP PROCESS:

On September 22, 2025, the Request for Proposals was posted on the BidNet® (MITN) system. On Wednesday, October 8, 2025, electronic proposals were publicly opened for RFP-W-1631. The solicitation was sent to four-hundred and eighty vendors with one vendor submitting a response. Their proposal pricing is summarized on the attached tabulation form submitted for your review.

OVERVIEW:

The Warren Waste Water Treatment Plant has established a Supervisory Control and Data Acquisition (SCADA) system to remotely monitor and control the plant's operations and its ancillary facilities throughout the City of Warren. The system is critical to remotely monitor pump stations, automatically operate the treatment plant and continuously collect operational and process data to comply with regulatory reporting requirements mandated the State. Rockwell Control and Compact Logix PLC's running Allen Bradley Factory Talk and RS View are currently being utilized for Warren's Control System.

The City of Warren, was seeking technology services from a qualified firm to have the ability to provide design, monitoring, troubleshooting, maintain, repair and installation services for the following:

- Repair, troubleshoot and or replace PLC's, flow meters, network infrastructure, switches, radios, controllers, gas detectors, and other instrumentation and control (I & C) equipment, as-needed;
- Troubleshoot and program I & C software and equipment;
- Calibrate flow meters, level indicators, gas detectors on a bi-annual or more frequently when indicated;
- Provide and assist in installation of new and rebuilt I & C equipment;

- Provide emergency services for repair, calibration, programming, replacement, etc. of misc. I & C equipment;
- Provide guidance in design and planning for future capital projects that shall impact the current or future I & C or networking of the plant.

RECOMMENDATION:

Motor City Electric Technologies, Inc. (MCET)

After careful consideration, the RFP Review Panel is recommending that City Council award Program-Network Integrator Services for the WWTP to MCET for a two (2) year period with options to extend for four (4) additional two-year periods with mutual consent of both parties and the approval of Warren City Council.

Some of the benefits with contracting with MCET include, but are not limited to the following:

- MCET was established in 1992 and has been providing Program/Network Integrator Services for over thirty-three (33) years.
- The rates being proposed by MCET are at, or below, rates being offered for similar services through comparable State of Michigan contracts.
- The rates shown in the attached table shall be firm for the initial contract period. For each subsequent term, the City and MCET may negotiate rates that mutually benefit both parties.
- MCET is ISO 9001/2015 certified.
- MCET is a UL508A registered panel design shop.
- MCET is a Rockwell Silver System Integrator.
- MCET Engineers have the necessary PLC/SCADA/HMI programming software and test equipment at their disposal to handle any programming change to the WWTP's PLC/SCADA/HMI systems.
- MCET has the meters and signal generators to calibrate/verify most field instruments that require 4-20mA, digital and analog verifications.
- All MCET calibration equipment is professionally calibrated by the meter/device manufacturer per the MCET ISO standards/certification.
- The primary contact person is the Senior Estimator/Project Manager/ISO Quality Manager for MCET who has been working for MCET for over thirty years. This position will oversee seven (7) Control Engineers who will be available to support the WWTP's needs.
- MCET is currently supporting the following communities in similar roles:
 - Macomb County Office of Public Works;
 - Southeast Macomb Sanitary District
 - Milk River Water Authority;
 - Marysville Water and Wastewater Division;
 - Wayne County Airport Authority and many more.
- MCET has been providing controls/automation/SCADA services for over twenty-eight (28) years. MCET has recently completed the following SCADA installations:
 - Wixom WWTP SCADA;
 - Washington Township SCADA;
 - St. Clair Shores SCADA;
 - SEMSD SCADA;
 - Charter Township of Clinton SCADA.

The City's WWTP has been utilized MCET in the past and has been very satisfied with their work. The City is confident that MCET will continue to provide outstanding services for years to come.

If approved by your honorable body, this agreement shall commence upon execution of the attached contract.

Respectfully Submitted,

Signed by:

Craig Treppa

E610E2D7FFE5449...

Craig Treppa
Purchasing Agent

Read and Concur,

Signed by:

Kris Battle

F6FDC83AE1C142B...

Kris Battle
Budget Director

DocuSigned by:

Richard Fox

CF2C773236C54C9...

Richard Fox
Controller

Signed by:

Lori M. Stone

F040B73E57F248E...

Lori M. Stone
Mayor

The attached contract has been prepared and approved by the Assistant City Attorney, Jennifer Pierce.

Signed by:

Jennifer Pierce

2FBDBAD6C3B94C0...

Jennifer Pierce
Acting City Attorney

COMMITTEE MEMBERS:

Jonathan Lafferty, City Council Member
Mark Knapp, Assistant City Controller
Donna Dordeski, WWTP Division Head
Anthony Conigliaro, Senior Facility Engineer
Jennifer Pierce,
Jared Gajos, Human Resources Director
Craig Treppa, Purchasing Agent

RFP-W-1631

**MOTOR CITY ELECTRIC
PROPOSAL DETAIL PRICING**

ITEM	SCHEDULED SERVICE	ENTER COMPANY'S COMPARTIVE JOB CLASSIFICATION	HOURLY RATES		
			STANDARD	OVERTIME	PREMIUM
1	PLC Programming/SCADA/HMI Programming	Controls Engineer	\$ 127.00	\$ 165.00	\$ 216.00
2	Electrical Equipment Control/Testing & Documentation/Startup Commissioning	Controls Engineer	\$ 127.00	\$ 165.00	\$ 216.00
3	Consulting Services - No P/E Stamp	Controls Engineer/PM	\$ 150.00	\$ 195.00	\$ 255.00
4	Calibration Services	Controls Engineer	\$ 125.00	\$ 165.00	\$ 213.00
5	Remote System Monitoring	Controls Engineer	\$ 127.00	\$ 165.00	\$ 216.00
EMERGENCY SERVICES			STANDARD	OVERTIME	PREMIUM
6	PLC Programming/SCADA/HMI Programming	Controls Engineer	\$ 191.00	\$ 258.00	\$ 325.00
7	Electrical Equipment Control/Testing & Documentation/Startup Commissioning	Controls Engineer	\$ 191.00	\$ 258.00	\$ 325.00
8	Consulting Services - No P/E Stamp	Controls Engineer/PM	\$ 214.00	\$ 278.00	\$ 364.00
9	Calibration Services	Controls Engineer	\$ 191.00	\$ 258.00	\$ 325.00
10	Remote System Monitoring	Controls Engineer	\$ 191.00	\$ 258.00	\$ 325.00
TRUCK CHARGE					
11	Truck Charge	N/A			
MATERIALS COST MARKUP %					
12	Materials Cost Markup	15%			

RESOLUTION

Document No: RFP-W-1631

Product or Service: Program-Network Integrator Services

Requesting Department: Waste Water Treatment Plant (WWTP)

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

On Wednesday, September 22, 2025, electronic proposals were publicly opened for RFP-W-1631; to furnish Program-Network Integrator Services for the Waste Water Treatment Plant (WWTP).

The City received one (1) proposal, which were sent to the review panel members and, subsequently, the review panel met to evaluate the merits of the proposal. The proposal submitted was from Motor City Electric Technologies, Inc. (MCET).

After discussions regarding the experience, qualifications, stability, and fees that were proposed, the review panel determined that the proposal submitted by Motor City Electric Technologies, Inc., (MCET) 9440 Grinnell, Detroit, MI 48213 best met the City's requirements and thus, recommended this company provide Program-Network Integrator services for the City of Warren.

The Initial term is for a period of two (2) years with options to extend for four (4) additional two-year periods (contract not to exceed ten (10) years). Each renewal term

shall be subject to approval of City Council. The contract period shall commence upon the execution of the contract.

Funds are available on a project-by-project basis per the terms of the contract from the associated Project or Capital Improvement Fund.

THEREFORE, IT IS RESOLVED, that the proposal of Motor City Electric Technologies, Inc. is hereby accepted by City Council to provide Program-Network Integrator Services for a two (2) year period with options to extend for four (4) additional two (2) year periods and that, for each subsequent term, the City and MCET may negotiate rates that mutually benefit both parties.

IT IS FURTHER RESOLVED, that the agreement shall commence upon the execution of the contract each subsequent term shall be approved 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 Proposal Documents
X Contract
X Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

Sonja Buffa
City Clerk

**CONTRACT BETWEEN
THE CITY OF WARREN
AND
MOTOR CITY ELECTRIC TECHNOLOGIES, INC. FOR
PROGRAM-NETWORK INTEGRATOR SERVICES FOR
THE CITY OF WARREN'S WASTE WATER
TREATMENT PLANT (WWTP)**

RFP-W-1631

**CONTRACT BETWEEN THE CITY OF WARREN
AND MOTOR CITY ELECTRIC TECHNOLOGIES, INC.
FOR PROGRAM-NETWORK INTEGRATOR SERVICES
FOR THE CITY OF WARREN'S WASTE WATER TREATMENT PLANT (WWTP)**

This Contract, to take effect on the _____ day of _____, 2025, between the City of Warren, Michigan, a municipal corporation (the "City"), whose address is One City Square, Warren, Michigan, 48093 and Motor City Electric Technologies, Inc., a Michigan corporation, whose address is 9440 Grinnell, Detroit, Michigan 48213 (the "Contractor").

PURPOSE

1. The Warren Waste Water Treatment Plant has established a Supervisory Control and Data Acquisition (SCADA) system to remotely monitor and control the plant's operations and its ancillary facilities throughout the City of Warren. The system is critical to remotely monitor pump stations, automatically and manually operate the treatment plant and continuously collect operational and process data to comply with regulatory reporting requirements mandated the State of Michigan's Environmental, Great Lakes and Energy (EGLE) and Air Quality Division (AQD). WWTP's SCADA currently uses Allen-Bradley PLC-5, ControlLogix and CompactLogix programmable logic controllers (PLCs) integrated with Rockwell Factory Talk and RSView software platforms. The City of Warren seeks to engage qualified contractors to provide Professional Technology Services in support of Rockwell Automation systems. These services will ensure the continued safe, efficient, and compliant operation of the Waste Water Treatment Plant and its supporting infrastructure.

2. The Contractor is in the business of providing Professional Technology Services and has submitted a proposal based on the specifications and request for proposal for RFP- W-1631. A copy of the Contractor's Bid is attached as Appendix A.

3. The City awarded the Contractor the proposal to provide the Professional Technology Services at the prices listed in Appendix B, for a term of two (2) years, with options to renew for four (4) additional two (2) year terms with mutual consent of both parties and approval from Warren City Council, not to exceed a total of ten (10) years.

THEREFORE, in consideration of the terms and conditions contained in this Contract, and the mutual promises of the parties, and other valuable consideration, receipt of which the parties acknowledge, the City and the Contractor agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Each of the following words and terms as used in this Contract shall have the following meaning:

City shall mean the City of Warren, Michigan, a municipal corporation. The Director, as defined below, or his or her designee shall have authority to act on behalf of the City, except as otherwise provided in this Contract.

Contract shall mean this Contract between the City of Warren and Motor City Electric Technologies, Inc. to provide Professional Technology Services and support related to the operation, maintenance, and enhancement of the City's Waste Water Treatment Plant's Supervisory Control and Data Acquisition (SCDA) system and associated Rockwell Automation platforms, including all attached exhibits, RFP-W-1631 and all addendum, Motor City Electric Technologies, Inc.'s response to RFP-W-1631 and all addendum, which are incorporated by reference and made a part of this Contract. Services are further described in Section 2.2 herein.

Contractor shall mean Motor City Electric Technologies, Inc., and reference to Contractor shall include the acts or omissions of the officers, members, employees or contractors acting on behalf of or performing services for Motor City Electric Technologies, Inc.

Director shall mean the Director of the Department of Public Service for the City of Warren, or his or her designee.

Technology Services means design, monitoring troubleshooting, maintenance, repair and installation services for the following:

1. Repair, troubleshoot and/or replace PLC's, flow meters network infrastructure, switches, radios, controllers, gas detectors, and other instrumentation and control (I & C) equipment, as needed.
2. Troubleshoot and program I & C software and equipment.
3. Calibrate flow meters, level indicators, gas detectors on a biannual or more frequently when indicated.
4. Provide and assist in installation of new and rebuilt I & C equipment.
5. Provide emergency services for repair, calibration, programming, replacement, etc. of misc. I & C equipment.
6. Provide guidance in design and planning for future capital projects that shall impact the current or future I & C or networking of the plant.

Waste Water Treatment Plant or WWTP shall mean the facility owned and operated by the City of Warren located at 32360 Warkop, Warren, MI 48093.

ARTICLE 2. SCOPE OF SERVICES

2.1 Contractor agrees to furnish, at its expense, all personnel, vehicles, materials and equipment necessary to perform in a professional and competent manner, all services and work, and fulfill all obligations set forth in the Contract, and all laws, regulations, and all terms of RFP-W-1631, made a part of and incorporated by reference into the Contract.

2.2 Services provided by the Contractor shall include, but are not limited to:

2.2.1 PLC Programming.

- 2.2.1.1 Integrate and Upgrade PLC Systems.
- 2.2.1.2 Review and Update Programs.
- 2.2.1.3 Perform Field Verification.
- 2.2.1.4 Configure & Troubleshoot Discrete Control.
- 2.2.1.5 Configure & Troubleshoot Analog Control.
- 2.2.1.6 Program & Manage Alarms.
- 2.2.1.7 Diagnose & Differentiate Device vs. PLC Issues.
- 2.2.1.8 Maintain & Repair PLC Hardware

2.2.2 SCADA / HMI Programming.

- 2.2.2.1 Integrate & Upgrade SCADA / HMI Systems.
- 2.2.2.2 Review & Update Displays
- 2.2.2.3 Configure & Manage Alarms

2.2.3 Electric al Equipment Control

- 2.2.3.1 Configure & Support Variable Frequency Drives (VFDs)
- 2.2.3.2 Install & Troubleshoot Motor Controls
- 2.2.3.3 Install & Troubleshoot Actuators
- 2.2.3.4 Maintain, Repair, & Rep l a c e Electrical Equipment
- 2.2.3.5 Configure Electrica l Control Systems

2.2.4 Consulting Services

- 2.2.4.1 Provide Recommendations & Cost Estimates / Quotes
- 2.2.4.2 Develop Capita l Project Plans (SCADA, Automation, Networking)
- 2.2.4.3 Project Management
- 2.2.4.4 Deliver Design-Build Services
- 2.2.4.5 Design Industrial Networks
- 2.2.4.6 Configure Switches & Plan Redundancy
- 2.2.4.7 Design Wireless Networks
- 2.2.4.8 Design Control Automation with Backup & Disaster Recovery
- 2.2.4.9 Design & Fabricate Control Panels
- 2.2.4.10 Develop Process & Instrumentation Diagrams (P&IDs) & Wiring

- Schematics
- 2.2.4.11 Assess & Recommend Network Security Measures for Industrial Control Systems

2.2.5 Testing & Documentation

- 2.2.5.1 Prepare Testing Reports
- 2.2.5.2 Perform Factory & Site Acceptance Testing (FAT/SAT)
- 2.2.5.3 Deliver As-Built Documentation
- 2.2.5.4 Provide System Training
- 2.2.5.5 Deliver On-Site Operator Training (PLC / SCADA Systems)
- 2.2.5.6 Prepare Training Documentation & User Manuals

2.2.6 24/7 Support & Service

- 2.2.6.1 Provide Emergency Repair, Calibration, & Troubleshooting (PLCs, Instrumentation, Networks)

2.2.7 Start-up/ Commissioning

- 2.2.7.1 Perform Acceptance Testing & Commissioning
- 2.2.7.2 Verify Full Integration (SCADA/HMI, PLCs, Field Devices)

2.2.8 Calibration Services

- 2.2.8.1 Calibrate Flow Meters
- 2.2.8.2 Calibrate Level Indicators
- 2.2.8.3 Calibrate Gas Detectors
- 2.2.8.4 Calibrate Pressure Transmitters
- 2.2.8.5 Calibrate Miscellaneous Devices
- 2.2.8.6 Prepare Calibration Reports

2.2.9 Remote System Monitoring

- 2.2.9.1 Design & Troubleshoot SCADA Remote Access
- 2.2.9.2 Monitor System Performance & Alarms Remotely
- 2.2.9.3 Provide Remote Diagnostics & Support
- 2.2.9.4 Recommend Security & Network Best Practices for Remote Access

2.3 Precedence of Documents. This Contract and the Proposal Documents are supplementary to each other, except in the case of a direct conflict, in which case, the provision in this Contract will control.

ARTICLE 3. TERM OF CONTRACT

3.1 Term. Once approved by the Warren City Council, this Contract shall take effect on _____, 2025 and shall continue in effect from that date for a period of two (2) years. The City reserves the right to terminate this Contract in

accordance with the provision of Article 13 of this document.

ARTICLE 4. PAYMENT

- 4.1 **Monthly Invoices.** Payment for services shall be made on a monthly basis. Invoices shall be submitted by the end of the month with a detailed description of services. Properly submitted invoices, will be paid within forty-five (45) days of the end of the month in which the invoices are submitted by the Contractor and received by the City.
- 4.2 **Submittal.** Invoices shall be submitted to:
City of Warren Purchasing Division
One City Square, Suite 425
Warren, MI 48093.
- 4.3 **Price.** Payment shall be in accordance with the prices contained on the Pricing Sheet attached as Appendix B.

ARTICLE 6. NOTICES

- 6.1 Any termination notice shall be given in writing by either certified or registered mail, and all other notices may be given by first-class mail, at the respective addresses of the parties as set forth below or as may be changed by either party upon written notice of the address change. Notice by mail shall be deemed given on the date of mailing, postage prepaid.

The City:

Waste Water Treatment Plant
32360 Warkop
Warren, MI 48093
ddordeski@cityofwarren.org

Monday through Friday
8:30 a.m. to 3:30 p.m.
586-265-2530

The Contractor:

Motor City Electric Technologies
9440 Grinnell
Detroit, MI 48213
rmaechtle@mce-tech.com
(313) 921-5300

ARTICLE 7. INSURANCE

- 7.1 **Certificates.** Prior to execution of this Contract, the Contractor shall provide the City with insurance certificates evidencing coverage in the limits and types set forth on page 9 of the Request for Proposal.
- 7.2 **Hold Harmless.** On any insurance claim arising from the action or error of omission of the Contractor and/or its subcontractors, the Contractor shall hold the City harmless from the

payment of any deductible or self-insured retention on any insurance policy.

7.3 Requirements. All policies shall be written as primary policies, and non-contributory with or in excess of coverage that the City of Warren may have. City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37th District Court, all elected or appointed officials, employees and volunteers as individuals acting within the scope of their authority shall be named as AN ADDITIONAL INSURED on all policies, except workers' compensation. All rights of subrogation must be waived, via blanket-form endorsement.

ARTICLE 8. INDEMNITY

8.1 Indemnify. The Contractor, for itself, its officers, employees and subcontractors, agrees to indemnify and hold harmless the City and its officers, employees, agents, boards and commissions (collectively "the City") from and against any liabilities, actions, suits, damages, penalties, claims, costs, losses, and expenses, including without limitation, attorney fees and expenses, for any personal injury, death or property damage related to or arising out of the performance of this Contract, except that the Contractor is not responsible to indemnify the City for losses or damages caused by the City's gross negligence. This indemnification obligation includes, without limitation, the following:

- a. any negligent or tortuous act, error of omission of the Contractor, or any of its employees, consultants, or subcontractors, agents or associated, affiliated or subsidiary entities and their officers, agents and employees (collectively referred to as "Associates") for whose acts any of them might be liable. This shall also apply if the injury, loss or property damage was incurred by an employee of the City;
- b. any failure by the Contractor, or any of its Associates to perform its obligations either implied (industry standards) or expressed under this Contract;
- c. any claim for payment, demand, injury, or liability for any reason, by a laborer, supplier or subcontractor, or a corresponding lien imposed upon the City.

8.2 Assumption of Risk. The Contractor undertakes and assumes all risk of dangerous activities and conditions, in all places where it will be performing the Services.

8.3 Defense. In the event any action or proceeding shall be brought against the City by

reason of any claim covered under this Article, the Contractor shall upon notice from the City, at the Contractor's sole cost and expense, have the duty to defend the same; provided, however, the City shall also have the right to appoint another attorney to appear in any such litigation as co-counsel, at the City's expense.

8.4 **Responsibility.** The Contractor agrees that it is the Contractor's and not the City's responsibility to safeguard the property and materials that the Contractor or Associates use or possess while performing under this Contract. Further, the Contractor agrees to hold the City harmless for any loss or damage to such property and materials, except if caused by the City's sole gross negligence.

8.5 **Survival.** The indemnification obligation under this Article shall survive the termination or expiration of this Contract.

ARTICLE 9. CONFLICT OF INTEREST

9.1 **Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict with the performance of the Services under this Contract. The Contractor further covenants that no person having any such interest shall be employed to perform services under this Contract.

9.2 **Officers/employees.** The Contractor further covenants that no officer, member or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the performance of this Contract has any personal or financial interest, directly or indirectly, in this Contract or in the proceeds thereof.

9.3 **Solicitation.** The Contractor also warrants that it will not and has not employed any person to solicit or secure this Contract 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 Contract without penalty, liability or obligation or may at its election, deduct from any amounts owed to the Contractor hereunder any amounts of such commission, percentage, brokerage or contingent fee.

ARTICLE 10. LIMITS OF RELATIONSHIP BETWEEN PARTIES

10.1 The relationship between the parties shall be limited to performance of this Contract

solely in accordance with its terms. No party shall have any responsibility whatsoever with respect to services provided or Contractual obligations assumed by the other party, and nothing in this Contract shall be deemed to constitute any party or partner, agent, joint venture, or legal representative of the other parties or to create any fiduciary relationship. The relationship of the Contractor to the City shall continue to be that of an independent Contractor, and no liability or benefits, such as workers compensation, pension rights, or liabilities arising out of or related to a Contract for hire or employer/employee relationship shall arise or accrue to any party or any party's agent or employee as a result of the performance of this Contract.

ARTICLE 11. AMENDMENT TO CONTRACT

- 11.1 **Writing Required.** Any changes, additions, deletions or modifications which are mutually agreed upon between the City and the Contractor shall be incorporated into a written amendment ("Amendment"). Such amendment shall not invalidate this Contract nor relieve or release the Contractor of any of its obligations under this Contract unless stated in such amendment. No increases in compensation are permitted unless additional services are to be performed as negotiated.
- 11.2 **Authorization Required.** No amendment shall be effective and binding upon the parties unless it expressly refers to this Contract, is in writing, signed and acknowledged by authorized representatives of each party and approved by the Warren City Council.

ARTICLE 12. TERMINATION

- 12.1 **Failure to Perform.** The City may terminate this Contract for cause for the failure to perform a term of this Contract to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Contractor for the failure to perform services or for the violation of any other term of the Contract. Unless futile or the violation is recurring, the City shall provide 30-day notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a Contract dispute, or in order to avoid interruption of service, the City may engage another Contractor to perform the work. The Contractor shall be responsible for any costs the City incurs as a result of the Contractor's violation. The City may withhold payment to offset any damages the City incurs as a result of the Contractor's violation.

ARTICLE 13. MISCELLANEOUS

- 13.1 Governing Laws.** This Contract shall be governed by the laws of the State of Michigan. Any action in law or equity brought by either party shall be brought in a court of competent jurisdiction located in and whose jurisdiction includes the County of Macomb, State of Michigan.
- 13.2 Severability and Waiver.** The provisions of this Contract shall be deemed to be severable, and the invalidity or unenforceability of any provision shall not affect the remainder of the Contract. Any failure of either party to enforce a provision of this Contract shall not be deemed to constitute a waiver of such provision. No waiver of any breach of the Contract or of any term, right or condition, shall waive the right to enforce subsequent breaches of the Contract or of any right, term or condition.
- 13.3 Entire Agreement.** This Contract, including all attachments and addendums, encompasses the entire agreement and understanding between the parties and shall not be modified, changed or altered except in writing with the approval of the Warren City Council.
- 13.4 Headings.** The headings of this Contract are for convenience only and shall not be used to construe, limit or interpret any of the terms of this Contract.
- 13.5 Successors.** This Contract shall insure to and be binding upon the parties and their respective successors and assigns.
- 13.6 Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, in original or by fax or by delivery of a scanned counterpart in portable document format (PDF) by e-mail (which shall be deemed received if delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq.) and, when taken together, shall be considered an original. On such delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

ARTICLE 14. NONDISCRIMINATION

- 14.1** The Contractor and any of its subcontractors will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, religion, sex, color, national origin, age, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the particular job. Breach of this covenant may be regarded as a material breach of this Contract.

ARTICLE 15. EXECUTION

City of Warren and the Contractor, by their duly authorized officers and representatives, have executed this Contract as of the date set forth below.

Dated: _____, 2025

WITNESS:

CITY OF WARREN, MICHIGAN

By: _____
Lori M. Stone
Mayor

By: _____
Sonja Buffa
City Clerk

WITNESS:

MOTOR CITY ELECTRIC TECHNOLOGIES, INC.:

By: _____
Name:
Title:

By: _____
Name:
Title:

CORPORATE ACKNOWLEDGMENT

I FURTHER CERTIFY THAT the following persons are the officers of the Company holding the indicated office:

I FURTHER CERTIFY THAT any of the aforementioned officers of the Contractor are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations, and under-takings contained in the attached Contract to Dispose of Dewatered and Incinerated Bio-solids and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2025.

Official title:



COMMUNITY DEVELOPMENT

ONE CITY SQUARE, SUITE 210

WARREN, MI 48093-5283

(586) 574-4686

Fax (586) 574-4685

www.cityofwarren.org

November 7, 2025

Mindy Moore, Council Secretary

RE: Resolution for Rescinding the Previously Approved Sale of 23240 Bolam

The City constructed a new home at 23240 Bolam and offered it for sale to an income eligible homebuyer for \$200,000. Construction was complete in June 2025. The property's legal description is Bolam Subdivision, South ½ of Lot 19 and the North ½ of Lot 20; and its parcel number is 13-25-454-003.

Your Honorable body approved the sale of this property to Bradley Lebert on October 14, 2025.

The interested buyer, Mr. Lebert, is no longer able to purchase the property. Attached is a rescinding resolution for consideration.

Please consider this item at the November 18, 2025 meeting. If you have any questions regarding this matter, please contact Angela Tarasenko at atarasenko@cityofwarren.org or at 574-4686.

Sincerely,

Signed by:

Tom Bommarito

6F52A3F825A947D...

Tom Bommarito, Community Development Director

Read and Concur:

Signed by:

Lori M. Stone

F040B73E57F248E...

Lori M. Stone, Mayor

Read and Approved as to Form:

Signed by:

Jennifer Pierce

2FBDBAD6C3B94C0...

City Attorney's Office

RESOLUTION
RESCINDING THE SALE OF 23240 BOLAM
TO BRADLEY LEBERT

At a Regular meeting of the City Council of the City of Warren, Macomb County, Michigan held November 18, 2025, at 7:00 p.m. Eastern Time at the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Council Members_____

ABSENT: Council Members_____

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

The City of Warren is the recipient of HOME Investment Partnerships Program (HOME) Funds under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 as amended.

The City is the legal titleholder of the South ½ of Lot 19 and the North ½ of Lot 20 of Bolam Subdivision, as recorded in Liber 5, Page 52 of Plats Macomb County Records, more commonly known as 23240 Bolam, Warren, Michigan ("the Property").

A home was constructed on this Property pursuant to the City's participation in the HOME Investment Partnerships Program ("the HOME Program").

On October 14, 2025, City Council authorized the sale of the above noted property to Mr. Bradley Lebert for Two Hundred Thousand and no/100 (\$200,000.00) Dollars.

City Council also approved down payment and closing cost assistance based on need in an amount not to exceed TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00) to Mr. Lebert.

Mr. Lebert is no longer able to purchase the home.

IT IS RESOLVED, that the resolution dated October 14, 2025, to sell 23240 Bolam to Bradley Lebert for Two Hundred Thousand and no/100 (\$200,000.00) Dollars and provide them with down payment assistance in an amount not to exceed Twenty-Five Thousand no/100 Dollars (\$25,000.00) from the HOME program is rescinded.

AYES: Council Members _____

NAYES: Council Members _____

RESOLUTION DECLARED ADOPTED THIS 18th day of November, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Council of the City of Warren at its meeting held on November 18, 2025.

SONJA BUFFA
City Clerk



COMMUNITY DEVELOPMENT

ONE CITY SQUARE, SUITE 210

WARREN, MI 48093-5283

(586) 574-4686

Fax (586) 574-4685

www.cityofwarren.org

November 7, 2025

Mindy Moore, Council Secretary

RE: Sale of City Owned Property Located at 23240 Bolam

The City constructed a new home and offered it for sale to low- to moderate-income homebuyers. The home, located at 23240 Bolam, has three bedrooms, 1 full bathroom, 1 half bathroom, a basement, and a 2-car attached garage. The sales price of \$200,000 is based on an appraisal. Your Honorable body approved a 30-day notice providing the public of the City's intent to sell on June 24, 2025.

The vacant lot was acquired by the City in 2023, and construction was completed in June 2025. The property's legal description and parcel ID are as follows:

- Bolam Subdivision, South ½ of Lot 19 and the North ½ of Lot 20
- Parcel ID: 13-25-454-003

Ms. Erica Kellstrom has submitted a qualified offer to purchase this home. Ms. Kellstrom meets the HOME Program requirements. The Community Development Technical Committee and staff are recommending conveyance of the property to Ms. Kellstrom for \$200,000, the market value, or the amount of the appraisal obtained by his mortgage company, but no lower than the minimum price of \$190,000.

Ms. Kellstrom also qualifies for direct homebuyer assistance based on need in an amount not to exceed \$25,000 to be used for part of the down payment and closing costs.

The appropriate resolution is attached for consideration at the November 18, 2025 meeting. Should you have any questions regarding this matter, please contact Angela Tarasenko at 574-4686.

Sincerely,

Signed by:

Tom Bommarito

6F52A3F825A947D...

Tom Bommarito, Community Development Director

Read and Concur:

Signed by:

Lori M. Stone

F040B73E57F349E...

Mayor Lori M. Stone

Read and approved to form

Signed by:

Jennifer Pierce

2FBDAD6C3B94C0

City Attorney's Office

**RESOLUTION AUTHORIZING
SALE OF CITY-OWNED PROPERTY AT 23240 BOLAM**

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on November 18, 2025, at 7:00 p.m. Eastern Time from the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Council Members _____

ABSENT: Council Members _____

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

The City of Warren is the recipient of HOME Investment Partnerships Program (HOME) Funds under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 as amended.

The City is the legal titleholder of the South ½ of Lot 19 and the North ½ of Lot 20 of Bolam Subdivision, as recorded in Liber 5, Page 52 of Plats Macomb County Records, more commonly known as 23240 Bolam, Warren, Michigan ("the Property").

A home was constructed on this Property pursuant to the City's participation in the HOME Investment Partnerships Program ("the HOME Program").

By formal motion on June 24, 2025, the Council adopted a resolution providing the public with notice of the City's intention to sell the Property for TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), plus closing costs. A certified copy of the resolution remained on file with the City Clerk for over thirty (30) days.

Erica Kellstrom submitted an offer to purchase the property for the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), plus closing costs. Erica Kellstrom has also submitted an application to request a HOME Program Direct Homebuyer Assistance Loan for down payment and closing cost assistance in an amount not to exceed TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00). The Mayor and Community Development Technical Committee ("the Committee") and staff are recommending acceptance of the foregoing offer to purchase.

The HOME Program Director, Tom Bommarito, or his designee is authorized to execute any form or document required to complete this transaction on behalf of the City, except as provided below.

In accordance with the HOME Down Payment Assistance Program, the Committee approved the purchaser's application for a down payment and closing cost forgivable loan in an amount not to exceed TWENTY-FIVE THOUSAND and NO/100 DOLLARS (\$25,000.00). This

needs-based loan is secured by a deferred payment second mortgage and will be forgiven upon completion of the affordability period under HOME Program guidelines.

IT IS RESOLVED, that the Mayor and City Clerk are authorized to execute the necessary documents to sell and convey to Erica Kellstrom for the lesser of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) or the amount of the appraisal obtained by his mortgage company, but no lower than the minimum price of \$190,000, plus buyer's closing costs, the Property described as follows:

The South ½ of Lot 19 and the North ½ of Lot 20 of Bolam Subdivision, as recorded in Liber 5, Page 52 of Plats Macomb County Records, more commonly known as **23240 Bolam**
Parcel Identification No. 13-25-454-003.

IT IS FURTHER RESOLVED, that the conveyance of the Property shall be subject to any easements for public utilities and any other liens or easements of record, and the HOME Program Direct Homebuyer Assistance Mortgage.

AYES: Council Members _____

NAYES: Council Members _____

RESOLUTION DECLARED ADOPTED THIS 18th day of November, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Council of the City of Warren at its meeting held on November 18, 2025.

Sonja Buffa
City Clerk



November 7, 2025

Ms. Mindy Moore
Council Secretary
City of Warren

CITY ATTORNEY'S OFFICE

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

Re: Proposed Resolution Providing Public Notice of Intent to Sell Vacant Tax-Reverted Property at 27020 Sylvan Ave., Warren, Michigan; Parcel ID No. 13-15-380-034; 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 27020 Sylvan Ave. to Korey D. Clark and Annette Marie Rabon-Clark, owners of the adjacent rear lot at 27075 Gail Dr., for \$1.00.

Based upon the proposed terms, the Property would be conveyed "as is" with a quit claim deed and combined with 27075 Gail Dr. As condition of the sale, the buyers 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. They are aware of the new administrative fee of \$150.00, and if the sale is approved by Council, payment will be required before the real estate documents are routed for execution.

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 December 22, 2025, 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 estimated the land value as \$1,000.00, this is not a typical arms-length transaction. Rather, the property has been recycled through the tax-forfeiture process, and property summaries indicate that it has not been owner-occupied since 2003. This sale is intended to provide a long-term land use solution and will serve valuable public purposes.

If acceptable, please submit the resolution to Council for its meeting on Tuesday, November 18, 2025.

Signed by:
Respectfully,
Mary Michaels
Mary Michaels
Acting City Attorney

MM/vlt Ltr to M Moore Council re Notice of Intent and Approval of Sale – 27020 Sylvan ID 115661

cc: Korey D. Clark and Annette M. Rabon-Clark (w/attach.)
Tom Bommarito, Economic Development Director (w/attach.)
Hunter Manikas, Economic Development (w/attach.)

Read and concur:

Signed by:
Lori M. Stone
F040B73E57F240E...
Lori M. Stone, Mayor

**RESOLUTION PROVIDING PUBLIC NOTICE OF INTENT TO SELL VACANT
TAX-REVERTED PROPERTY AT 27020 SYLVAN AVE., WARREN, MICHIGAN,
PARCEL NO. 13-15-380-034; AND 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 November 18, 2025, 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 27020 Sylvan Ave., Warren, Michigan, Parcel No. 13-15-380-034 (the "Property").

Korey D. Clark and Annette Marie Rabon-Clark, the owners of the adjacent property at 27075 Gail Dr., Warren, Michigan, Parcel No. 13-15-380-032 (the "Adjacent Property") are interested in purchasing the Property.

The Mayor and Economic Development Director are recommending that the Property be conveyed to Korey D. Clark and Annette Marie Rabon-Clark (Collectively 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 December 22, 2025.

THEREFORE, IT IS RESOLVED, that the City of Warren offers for sale the Property located at 27020 Sylvan Ave., Warren, Michigan, Parcel No. 13-15-380-034, Warren, Michigan, described as follows:

Pierchala Gardens (L30, P3) all that part of Lot 72 which lies Northerly of a line described as: beginning at point on West line of said Lot 72 which is 41.53 South of the Northwest corner of said Lot 72; thence Southerly to a point of ending on the East line of Lot 72 which is 53.13 feet South of Northeast corner of said Lot 72.

Parcel Identification No. 13-15-380-034

Commonly known as: 27020 Sylvan Ave.

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 Korey D. Clark and Annette Marie Rabon-Clark 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, and provided \$150.00 administrative fee is paid. .

AYES: Councilpersons: _____

NAYES: Councilpersons: _____

Resolution declared adopted on this 18th day of November 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Warren at its meeting held on November 18, 2025.

SONJA BUFFA
City Clerk



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

11/14/2023

Korey D Clark
27075 Gail Dr, Warren, MI, 48093

**RE: City-Owned Property at 27020 Sylvan, Warren, Michigan
Parcel No. 13-15-380-034**

Dear Korey:

The purpose of this letter is to ascertain your interest in acquiring city-owned property located at 27020 Sylvan, Warren, Michigan, Parcel No.13-15-380-034.

This property is vacant land, which the City of Warren acquired through the tax foreclosure process. When the City sells tax-reverted land, the terms of sale are framed so that the land conveyance enhances a neighborhood or the public interest is served, rather than to gain monetary revenue. Terms include:

- Purchase price of \$1.00, 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.
- The property must be legally combined with your adjacent land at 27075 Gail Dr. (commonly handled administratively without an additional fee or hearing);
- 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.
- Restrictive covenants must attach to the combined 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;

ber: 12-13-15-380-034

Jurisdiction: CITY OF WARREN

County: Macomb

Printed on

Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By
CITY OF WARREN	717,368	08/08/2016	QC	33-TO BE DETERMINED	24186/718	PROPERTY TRANS
AGMISTAR INVESTMENTS LLC	1	10/20/2014	QC	33-TO BE DETERMINED	23127/280	NOT VERIFIED
REO LLC	1,991,531	08/02/2013	QC	33-TO BE DETERMINED	22304/444	NOT VERIFIED
ROBINSON REO LLC	641	10/18/2010	QC	33-TO BE DETERMINED	20485/846	NOT VERIFIED
FIVE STAR ASSET MANAGEMENT						
Class: RESIDENTIAL-VACAN Zoning: R-1-C Building Permit(s)						
School: CENTER LINE PUBLIC SCHOOLS						
P.R.E. 0%						
NOTES: VACANT LAND CITY						
2025 Est TCV 1,000						
Improved	X	Vacant				
Land Value Estimates for Land Table 01530.Neighborhood 01530						
Public Improvements						
Dirt Road						
Gravel Road						
Paved Road						
Storm Sewer						
Sidewalk						
Water						
Sewer						
Electric						
Gas						
Curb						
Street Lights						
Standard utilities						
Underground uti's.						
Topography of Site						
X Level						
Rolling						
Low						
High						
X Landscaped						
Swamp						
Wooded						
Pond						
Waterfront						
Ravine						
Wetland						
Flood Plain						
who	When	What	Year	Land Value	Building Value	Assessed Value
			2025	EXEMPT	EXEMPT	EXEMPT
			2024	EXEMPT	EXEMPT	EXEMPT
			2023	0	0	0
			2022	0	0	0

Grantee	CITY OF WARREN	717,368	08/08/2016	QC	33-TO BE DETERMINED	24186/718	PROPERTY TRANS
Grantee	AGMISTAR INVESTMENTS LLC	1	10/20/2014	QC	33-TO BE DETERMINED	23127/280	NOT VERIFIED
Grantee	REO LLC	1,991,531	08/02/2013	QC	33-TO BE DETERMINED	22304/444	NOT VERIFIED
Grantee	ROBINSON REO LLC	641	10/18/2010	QC	33-TO BE DETERMINED	20485/846	NOT VERIFIED
Grantee	FIVE STAR ASSET MANAGEMENT						
Class: RESIDENTIAL-VACAN Zoning: R-1-C Building Permit(s)							
School: CENTER LINE PUBLIC SCHOOLS							
P.R.E. 0%							
NOTES: VACANT LAND CITY							
2025 Est TCV 1,000							
Land Value Estimates for Land Table 01530.Neighborhood 01530							
Description Frontage Depth * Factors * Rate %Adj. Reason							
FRONTAGE 1 41.53 137.77 1.0000 0.0000 400 100*							
Flat Value: UNBUILDABLE LOT							
* denotes lines that do not contribute to the total acreage calculation							
42 Actual Front feet, 0.00 Total Acres Total Est. Land Value =							

Description Frontage Depth * Factors *
FRONTAGE 1 41.53 137.77 1.0000 0.0000 400 100*
Flat Value: UNBUILDABLE LOT
* denotes lines that do not contribute to the total acreage calculation
42 Actual Front Feet, 0.00 Total Acres Total Est. Land Value =

ption
GARDENS ALL THAT PART OF LOT 72
S N'LY OF A LINE DESC AS BEG AT
E OF SD LOT 72 WHICH IS 41.53
THE NW COR OF SD LOT 72; TH
A POE ON THE E LINE OF LOT 72
3.13 FT S OF NE COR OF SD LOT

Influences

27020 SYLVAN WARREN, MI 48093 (Property Address)

Parcel Number: 12-13-15-38C-034

Customer Name: CITY OF WARREN**Summary Information**

> Assessed Value: \$0 | Taxable Value: \$0
 > Building Department information found

> Property Tax information found

No Images Found

Owner and Taxpayer Information**Owner**

CITY OF WARREN
 ONE CITY SQUARE
 Warren, MI 48093-6726

Taxpayer

SEE OWNER INFORMATION

General Information for Tax Year 2025

Property Class	402 RESIDENTIAL-VACANT	Unit	12 CITY OF WARREN
School District	CENTER LINE PUBLIC SCHOOLS	Assessed Value	\$0
NOTES	VACANT LAND CITY	Taxable Value	\$0
User Number Index	0	State Equalized Value	\$0
User Alpha 1	Not Available	Date of Last Name Change	01/09/2017
User Alpha 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
User Alpha 2	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** 03/01/1994

Principal Residence Exemption	June 1st	Final
2025	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2024	\$0	\$0	\$0
2023	\$0	\$0	\$0
2022	\$0	\$0	\$0

Land Information

Zoning Code	R-1-C	Total Acres	0.000
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	CENTERLINE 15-300E, 15-400 & 22	Mortgage Code	No Data to Display
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	41.53 ft	137.77 ft
Total Frontage: 41.53 ft		Average Depth: 137.77 ft

Legal Description

PIERCHALA GARDENS ALL THAT PART OF LOT 72 WHICH LIES N'LY OF A LINE DESC AS BEG AT PT ON NW LINE OF SD LOT 72 WHICH IS 41.53 SOUTH OF THE NW COR OF SD LOT 72; TH SE'LY TO A POE ON THE E LINE OF LOT 72 WHICH IS 53.13 FT S OF NE COR OF SD LOT 72

Date of Last Split/Combine	<i>No Data to Display</i>	Number of Splits Left	0
Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	0
Date Created	<i>No Data to Display</i>	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	<i>Not Available</i>
Split Number	0	Courtesy Split	<i>Not Available</i>
Parent Parcel	<i>No Data to Display</i>		

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	33-TO BE DETERMINED	24186/718
10/20/2014	\$1.00	QC	ROBINSON REO LLC	AGMISTAR INVESTMENTS LLC	33-TO BE DETERMINED	23127/280
08/02/2013	\$1,991,531.00	QC	MACOMB COUNTY TREASURER	ROBINSON REO LLC	33-TO BE DETERMINED	22304/444
10/18/2010	\$641.00	QC	MACOMB COUNTY TREASURER	FIVE STAR ASSET MANAGEMENT LLC	33-TO BE DETERMINED	20485/846
11/01/2007	\$50.00	QC	MACOMB COUNTY TREASURER	A & M CONSTRUCTON LLC	33-TO BE DETERMINED	19033/910
08/15/2003	\$1,150.00	QC	STATE OF MICHIGAN	turner cheyenne	33-TO BE DETERMINED	
03/12/1998	\$1.00	QC			33-TO BE DETERMINED	

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27020 SYLVAN WARREN, MI 48093 (Property Address)

Parcel Number: 12-13-15-380-034

No Images Found

Customer Name: CITY OF WARREN**Summary Information**

> Assessed Value: \$0 | Taxable Value: \$0
 > Building Department information found

> Property Tax information found

Owner and Taxpayer Information**Owner**

CITY OF WARREN
 ONE CITY SQUARE
 Warren, MI 48093-6726

Taxpayer

SEE OWNER INFORMATION

Legal Description

PIERCHALA GARDENS ALL THAT PART OF LOT 72 WHICH LIES N'LY OF A LINE DESC AS BEG AT PT ON W LINE OF SD LOT 72 WHICH IS 41.53 SOUTH OF THE NW COR OF SD LOT 72; TH SE'LY TO A POE ON THE E LINE OF LOT 72 WHICH IS 53.13 FT S OF NE COR OF SD LOT 72

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

10/22/2025

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2025	Summer	\$0.00	\$0.00		\$0.00
2024	Winter	\$0.00	\$0.00		\$0.00
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
Load More Years					

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27020 SYLVAN WARREN, MI 48093 (Property Address)

Parcel Number: 12-13-15-380-034

No Images Found

Customer Name: CITY OF WARREN

Summary Information

- > Assessed Value: \$0 | Taxable Value: \$0
- > Building Department information found
- > Property Tax information found

Owner Information

CITY OF WARREN
ONE CITY SQUARE
Warren, MI 48093-6726

Amount Due

Property Total \$0.00

Attachments

Date Created	Title	Record
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No records to display.

Displaying items 0 - 0 of 0

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DRAFT

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2025, by the City of Warren, a Michigan municipal corporation ("Seller"), whose address is One City Square, Warren, Michigan 48093, and Korey D. Clark and Annette Marie Rabon-Clark, whose address is 27075 Gail Dr., Warren, Michigan 48093 (Collectively "Purchaser").

RECITALS

1. The Seller owns certain property located at 27020 Sylvan Ave. in the City of Warren, County of Macomb, State of Michigan (the "Property").
2. Purchaser owns the adjacent property at 27075 Gail Dr., Warren (the "Adjacent Property"), and desires purchase the Property from the Seller to combine with their 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:

Pierchala Gardens (L30, P3) all that part of Lot 72 which lies Northerly of a line described as: beginning at point on West line of said Lot 72 which is 41.53 South of the Northwest corner of said Lot 72; thence Southerly to a point of ending on the East line of Lot 72 which is 53.13 feet South of Northeast corner of said Lot 72.
Parcel Identification No. 13-15-380-034
Commonly known as: 27020 Sylvan Ave.

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 27075 Gail Dr., 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.

If applicable, all persons with an ownership interest in 27075 Gail Dr. must co-sign the Declaration of Restrictive Covenants and the lot combination application.

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 it 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 its 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 themselves, their 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 their 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 as 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 its employee, 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, is 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;
- d. No other person(s) 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 and the Declaration of Restrictive Covenants.

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.

This Agreement shall become a binding agreement, and shall take effect upon full execution.

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:	Public Service Director
	City of Warren
	One City Square, Suite 300
	Warren, MI 48093

With a copy to: City Attorney
City of Warren
One City Square, Suite 400
Warren, MI 48093

Purchaser: Korey D. Clark
Annete Marie Rabon-Clark
27075 Gail Dr.
Warren, MI 48093

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 represent and warrant 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 November 14, 2023, which Purchaser signed on November 16, 2023. 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.

WITNESSED BY:

PURCHASER:

By: _____
Korey D. Clark

Date: _____

By: _____
Annette Marie Rabon-Clark

Date: _____

WITNESSED BY:

SELLER:

By: _____
Lori M. Stone, Mayor

Date: _____

By: _____
Sonja Buffa, City Clerk

Date: _____

ID 115663

EXHIBIT A

DRAFT

**DECLARATION OF RESTRICTIVE COVENANTS
AND GRANT OF EASEMENT ACCESS**

The City of Warren, a Michigan municipal corporation located at One City Square, Warren, Michigan (the "Grantor"), and Korey D. Clark and Annette Marie Rabon-Clark, whose address is 27075 Gail Dr., Warren, Michigan 48093 (collectively the "Grantee"), agree to the property restrictions contained in this document.

The parties stipulate that:

Grantor conveyed to Grantee Korey D. Clark and Annette Marie Rabon-Clark real property ("Property"), located in the City of Warren, Michigan, described as follows:

The Property is former tax-reverted lot that was conveyed to Grantee for nominal monetary consideration, and as part of the consideration, Grantor approved the conveyance of the Property to Grantee, in part, to further certain public purposes, such as enhancing the quality of the surrounding neighborhood, improving the aesthetics of the area, and restoring the Property to a responsible owner.

Grantee Korey D. Clark and Annette Marie Rabon-Clark are the owners of the adjacent residential lot at 27075 Gail Dr. ("Existing Lot"), legally described as:

Pierchala Gardens (L30, P3) all that part of Lot 72 which lies Northerly of a line described as: beginning at point on West line of said Lot 72 which is 41.53 South of the Northwest corner of said Lot 72; thence Southerly to a point of ending on the East line of Lot 72 which is 53.13 feet South of Northeast corner of said Lot 72.

Parcel Identification No. 13-15-380-034

Commonly known as: 27020 Sylvan Ave.

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, Korey D. Clark and Annette Marie Rabon-Clark, for themselves, their heirs, successors, transferees, assigns and representatives and any person claiming an interest in the Property, agree 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:

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 October 28, 2025.
2. The Property shall be combined with the Existing Lot, commonly known as 27075 Gail Dr., legally described as: SEC 15; COM AT SW COR SEC 15; TH DUE E 2429.04 FT ALG S SEC LINE; TH N01°20'30"W 104.21 FT TO POB; TH CONT N01°20'30"W 72.51 FT; TH S89°13'W 136.48 FT; TH S01°10'E 60.24 FT; TH S85°39'30"E 137.33 FT TO POB. 0.208 A., Macomb County Records, Parcel

Identification No. 13-15-380-032. 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 lot and ownership interest. The Property shall not be developed, used, owned or occupied for any purpose independently from the Expanded 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 shall be constructed. Any accessory structures are allowed only with applicable zoning approvals or 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, cultivation, sale, distribution or processing of marijuana or other controlled substance, including medical marijuana. 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. The Expanded Property shall not be rented or leased for period of less than twelve months, notwithstanding any right allowed by law to use the property as a short-term rental, and the parties recognize that neighborhood stabilization and long-term occupancy is one of the purposes for the conveyance of the property.
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. In the event or recorded or unrecorded public utilities or utility easements are located within the Property, 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 or inspect the utility. Grantee agrees to not encumber or encroach the utility, easement or access thereto, and will remove upon notice, any obstruction or encroachment located upon the easement area or access thereto, upon advance notice.

11. Grantee further grants to Grantor, or their contractors or agents, temporary ingress and egress, use, along, upon, over or under the Expanded Property as necessary and for the duration of a public improvement project, including roadway construction or repair.
12. The provisions of this Agreement may be enforceable by the City of Warren and its successors, 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.
13. The above covenants and restrictions are to run with the land and be binding upon Grantee and his heirs, devisees, executors, administrators, assigns and successors in interest.
14. 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 these restrictions.
15. 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.
16. 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.
17. 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. The obligations of Grantee are joint and several.
18. 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: _____
Korey D. Clark

By: _____
Annette Marie Rabon-Clark

Signatures on next page

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by KOREY D. CLARK and ANNETTE MARIE RABON-CLARK, on behalf of 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 _____, 2025 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 115664



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: OCTOBER 24, 2025
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: SOL-W-1110; RECOMMENDATION TO INCREASE THE AWARD FOR THE PURCHASE OF GENUINE EAST JORDAN FIRE HYDRANTS AND PARTS

The Purchasing Division concurs with the Water Division and recommends that City Council approve an increase of award for the purchase of Genuine East Jordan Fire Hydrants and Parts, to EJ USA, Inc., 13000 North End Avenue, Oak Park, Michigan 48237-3297, retro-actively, for the second and final year of the agreement from an annual amount not to exceed \$275,000.00 to an annual amount not to exceed \$425,000.00 (an increase of \$150,000.00).

On January 9, 2024, City Council awarded the purchase of Genuine East Jordan Fire Hydrants and Parts to the sole source provider, EJ USA, Inc., for a two (2) year period, in an annual amount not to exceed \$275,000.00, commencing on January 17, 2024.

Due to the successful newly formed maintenance procedures in the Water Division, the need for hydrant maintenance and repairs has significantly increased, resulting in the Water Division seeking an increase of award, retro-actively, for the second and final year of the agreement (January 17, 2025 through January 16, 2026), from an annual amount not to exceed \$275,000.00 to an annual amount not to exceed \$425,000.00 (an increase of \$150,000.00).

Funds are available in the following Account: 592-0000-11000.

Respectfully Submitted,

Signed by:

Shanah Turner

D3220749F3AC487...

Shanah Turner
Assistant Buyer

Read and Concur,

Signed by:

Craig Treppa

E610E2D7FFE5449...

Craig Treppa
Purchasing Agent

Signed by:

Kris Battle

F6FDC83AE1C142B...

Kris Battle
Budget Director

DocuSigned by:

Richard Fox

CF2C773236C54C9...

Richard Fox
Controller

Signed by:

Lori M. Stone

F040B73E57F248E...

Lori M. Stone
Mayor



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

David Koss
Superintendent

October 17, 2025

Craig Treppa, Purchasing Agent
City of Warren

Re: Request to Increase Funds for Fire Hydrants, parts and water main materials

Dear Mr. Treppa:

The Water Division is requesting approval to increase funds for the purchase East Jordan Fire Hydrants, hydrant parts, water main materials and parts from EJ USA Inc. The Water Division has reorganized maintenance procedures this past year which has significantly increased hydrant maintenance and repairs. Due to the success of the newly formed maintenance program, additional hydrants and parts are required to complete these repairs. Further, we have been installing EJ fire hydrants for many years and replacing old DFD hydrants with new EJ hydrants. Again, we purchase all hydrant parts and assemblies along with water main parts and valves from EJ USA Inc.

The Water Division by ordinance is required to replace 15 hydrants per year in the water distribution system. This style of hydrant requires minimal maintenance and is easily repaired when damaged by vehicles.

EJ USA Inc is the sole source for purchasing East Jordan fire hydrants, parts and water main materials. The Water Division is requesting an additional \$150,000 for said purchase of materials. This will be in addition to the request of \$550,000 of the two-year contract. Funds are available in account #592-000-11000. If you have any questions, please contact my office.

Thank you,

Signed by:

David Koss

BE6E471EC6B245B...

David Koss, Superintendent
Water Division, City of Warren

RESOLUTION

Document Number: SOL-W-1110 Increase of Award

Product or Service: Genuine East Jordan Fire Hydrants & Parts

Requesting Department: Water Division

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

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

On January 9, 2024, City Council awarded the purchase of Genuine East Jordan Fire Hydrants and Parts to the sole source provider, EJ USA, Inc., 13000 North End Avenue, Oak Park, MI 48237-3297, for a two (2) year period, in an annual amount not to exceed \$275,000.00, commencing on January 17, 2024.

The Water Division has determined that it is in the best interest of the City, that, due to an increase of necessary hydrant maintenance and repairs, the award be increased, retroactively, for the second and final year of the agreement (January 17, 2025 through January 16, 2026), from an annual amount not to exceed \$275,000.00 to and annual amount not to exceed \$425,000.00 (an increase of \$150,000.00).

Funds are available in account number: 592-0000-11000.

IT IS RESOLVED, that the increase of award to EJ USA, Inc., is hereby accepted by City Council, retro-actively, for the period of January 17, 2025 through January 16, 2026, in an annual amount not to exceed \$425,000.00 (an increase of \$150,000.00).

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

☐ Cooperative Bid document

☐ Contract

X Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
COUNTY OF MACOMB) SS.

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

Sonja Buffa
City Clerk



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

DATE: NOVEMBER 6, 2025
 TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
 SUBJECT: SOL-W-1719; RECOMMENDATION TO AWARD THE PURCHASE OF BS&A CLOUD ANNUAL SOFTWARE MAINTENANCE AND SUPPORT

The Purchasing Division, in conjunction with the Departments and Divisions identified below, recommends that City Council authorize the purchase of one (1) year of Maintenance and Support Services for the BS&A Cloud Software, to the sole source provider, BS&A Software, 14965 Abbey Lane, Bath, MI 48808, in the total amount of \$430,415.00.

If approved by your honorable body, the software and maintenance services will be provided, retroactively, from September 1, 2025 through August 30, 2026, for the systems shown in the table below.

DESCRIPTION	DEPARTMENT	ACCOUNT #	AMOUNT
Cloud Hosting Fee	Admin Unallocated	101-1294-82602	\$ 37,600.00
Accounts Payable Cloud SAAS	Admin Unallocated	101-1294-82602	\$ 24,480.00
Assessing Cloud SAAS	Assessing	101-1209-80106	\$ 20,030.00
Community Develop. Cloud SAAS	Building Inspection	101-1371-80100	\$ 37,795.00
Business License Cloud SAAS	Clerks	101-1215-80100	\$ 24,480.00
Cash Receipting Cloud SAAS	Water Shared	592-1560-80100	\$ 24,480.00
Fixed Assets Cloud SAAS	Admin Unallocated	101-1294-82602	\$ 24,480.00
General Ledger Cloud SAAS	Admin Unallocated	101-1294-82602	\$ 28,800.00
Human Resources Cloud SAAS	Admin Unallocated	101-1294-82602	\$ 28,800.00
Accounts Receivable Cloud SAAS	Admin Unallocated	101-1294-82602	\$ 24,480.00
Purchase Order Cloud SAAS	Admin Unallocated	101-1294-82602	\$ 24,480.00
Payroll Cloud SAAS	Admin Unallocated	101-1294-82602	\$ 39,595.00
Special Assessments Cloud SAAS	Treasurer	101-1253-80100	\$ 8,250.00
Timesheets Cloud SAAS	Admin Unallocated	101-1294-82602	\$ 17,570.00
Tax Cloud SAAS	Treasurers	101-1253-80100	\$ 16,495.00
Utility Billing Cloud SAAS	Water Shared	592-1560-80100	\$ 48,600.00
GRAND TOTAL:			\$430,415.00

Funds are available in the following accounts, dependent upon concurrent resolution of budget amendment:

Water	592-1560-80100	\$ 73,080.00
Treasurer	101-1253-80100	\$ 24,745.00
Clerk	101-1215-80100	\$ 24,480.00
Admin Unallocated	101-1294-82602	\$ 250,285.00
Assessing	101-1209-80106	\$ 20,030.00
Building Inspection	101-1371-80100	\$ 37,795.00
Total:		<u>\$ 430,415.00</u>

Respectfully submitted,

Signed by:

Shanah Turner

D3220749F3AC487...

Shanah Turner
Assistant Buyer

Signed by:

Shumon Hakim

2A088219DCA746A...

Shumon Hakim
I.S. Manager

Signed by:

Kristina Lodovisi

42C80E737A2945F...

Kristina Lodovisi
Chief of Staff

Signed by:

Kirk Rehn

DFCB0E81D2CD431...

Kirk Rehn
Building Director

Signed by:

Sonja Buffa

955AD545AA8D44A...

Sonja Buffa
City Clerk

DocuSigned by:

LORIE BARNWELL

FC0E4F05B3E742A...

Lorie Barnwell
City Treasurer

Signed by:

David Koss

BE6E471EC6B245B...

David Koss
Water Division Superintendent

Read and concur,

Signed by:

Craig Treppa

E610E2D7FFE5449...

Craig Treppa
Purchasing Agent

Signed by:

Kris Battle

F6FDC83AE1C142B...

Kris Battle
Budget Director

DocuSigned by:

Richard Fox

CF2C773236C54C9...

Richard Fox
Controller

Signed by:

Lori M. Stone

F040B73E57F248E...

Lori M. Stone
Mayor

BS& A Software14965 Abbey Lane
Bath, MI 48808**INVOICE**

Invoice Number: 163107

Invoice Date: Sep 1, 2025

Page: 1

Phone: 517-641-8900

Bill To:CITY OF WARREN
ONE CITY SQUARE - SUITE 425
WARREN, MI 48093
MACOMB

Customer ID	Customer PO	Payment Terms	
WARRCTYMACO		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Regular billing		9/30/25

Quantity	Description	Unit Price	Amount
1.00	Cloud Hosting Fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	37,600.00	37,600.00
1.00	Accounts Payable Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	24,480.00	24,480.00
1.00	Assessing Cloud SaaS Fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	20,030.00	20,030.00
1.00	Community Development Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	37,795.00	37,795.00
1.00	Business Licensing Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	24,480.00	24,480.00
1.00	Cash Receipting Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	24,480.00	24,480.00
1.00	Fixed Assets Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	24,480.00	24,480.00
1.00	General Ledger Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	28,800.00	28,800.00
1.00	Human Resources Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	28,800.00	28,800.00
1.00	Accounts Receivable Cloud SaaS Fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	24,480.00	24,480.00
1.00	Purchase Order Cloud SaaS fee per contract for the coverage	24,480.00	24,480.00

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL	Continued

Check/Credit Memo No:

BS& A Software14965 Abbey Lane
Bath, MI 48808**INVOICE**Invoice Number: 163107
Invoice Date: Sep 1, 2025
Page: 2

Phone: 517-641-8900

Bill To:CITY OF WARREN
ONE CITY SQUARE - SUITE 425
WARREN, MI 48093
MACOMB

Customer ID	Customer PO	Payment Terms	
WARRCTYMACO		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Regular billing		9/30/25

Quantity	Description	Unit Price	Amount
1.00	dates of September 1st, 2025-September 1st, 2026		
1.00	Payroll Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	39,595.00	39,595.00
1.00	Special Assessments Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	8,250.00	8,250.00
1.00	Timesheets Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	17,570.00	17,570.00
1.00	Tax Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	16,495.00	16,495.00
1.00	Utility Billing Cloud SaaS fee per contract for the coverage dates of September 1st, 2025-September 1st, 2026	48,600.00	48,600.00

Subtotal	430,415.00
Sales Tax	
Total Invoice Amount	430,415.00
Payment/Credit Applied	
TOTAL	430,415.00

Check/Credit Memo No:

RESOLUTION

Document No: SOL-W-1719

Product or Service: BS&A Annual Software Maintenance & Support

Requesting Department: Various

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7 p.m. Local Time, during a City Council Meeting held in the auditorium at 5460 Arden, Warren, MI.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

Upon performing a diligent inquiry, the Departments and Divisions identified below have determined that it is necessary in the interests of the City, to renew the annual software maintenance and service support agreements for its BS&A Cloud Systems from the sole source provider, BS&A Software, 14965 Abbey Lane, Bath, MI 48808, in the total amount of \$430,415.00, commencing, retro-actively, on September 1, 2025 through August 30, 2026, for the systems shown in the table below.

DESCRIPTION	DEPARTMENT	ACCOUNT #	AMOUNT
Cloud Hosting Fee	Admin Unallocated	101-1294-82602	\$37,600.00
Accounts Payable Cloud SAAS	Admin Unallocated	101-1294-82602	\$24,480.00
Assessing Cloud SAAS	Assessing	101-1209-80106	\$20,030.00
Community Develop. Cloud SAAS	Building Inspection	101-1371-80100	\$37,795.00
Business License Cloud SAAS	Clerks	101-1215-80100	\$24,480.00
Cash Receipting Cloud SAAS	Water Shared	592-1560-80100	\$24,480.00

Fixed Assets Cloud SAAS	Admin Unallocated	101-1294-82602	\$24,480.00
General Ledger Cloud SAAS	Admin Unallocated	101-1294-82602	\$28,800.00
Human Resources Cloud SAAS	Admin Unallocated	101-1294-82602	\$28,800.00
Accounts Receivable Cloud SAAS	Admin Unallocated	101-1294-82602	\$24,480.00
Purchase Order Cloud SAAS	Admin Unallocated	101-1294-82602	\$24,480.00
Payroll Cloud SAAS	Admin Unallocated	101-1294-82602	\$39,595.00
Special Assessments Cloud SAAS	Treasurer	101-1253-80100	\$8,250.00
Timesheets Cloud SAAS	Admin Unallocated	101-1294-82602	\$17,570.00
Tax Cloud SAAS	Treasurers	101-1253-80100	\$16,495.00
Utility Billing Cloud SAAS	Water Shared	592-1560-80100	\$48,600.00
GRAND TOTAL:			\$430,415.00

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

Funds are available in the following accounts, dependent upon concurrent resolution of budget amendment:

Water	592-1560-80100	\$ 73,080.00
Treasurer	101-1253-80100	\$ 24,745.00
Clerk	101-1215-80100	\$ 24,480.00
Admin Unallocated	101-1294-82602	\$ 250,285.00
Assessing	101-1209-80106	\$ 20,030.00
Building Inspection	101-1371-80100	\$ 37,795.00
Total:		<u>\$ 430,415.00</u>

IT IS RESOLVED, that the purchase through BS&A Software is hereby accepted by City Council for an annual period commencing, retro-actively, on September 1, 2025 through August 30, 2026, in the total amount of \$430,415.00.

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

☐ Contract
☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

Sonja Buffa
City Clerk



PLANNING DEPARTMENT

ONE CITY SQUARE, SUITE 315

WARREN, MI 48093-5283

(586) 574-4687

Fax (586) 574-4645

www.cityofwarren.org

October 9, 2025

TO: Lori M. Stone, Mayor

FROM: Ronald F. Wuerth, Planning Director

RE: SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP;
located on the east side of Dequindre Road, approximately 40 ft. south of Goulson
Avenue; 22760 Dequindre Road; Section 31; Samir Yaldo/22760 Dequindre LLC
(Steve Dumont/Designstruct, Inc.); PSPSL250001.

At a public hearing on September 22, 2025, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to DENY the special land use permit for a used automobile dealership.

You will find attached herewith a copy of the resolution, petitioner's denial 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,

A handwritten signature in blue ink that reads "Ronald F. Wuerth". The signature is written in a cursive style.

Ronald F. Wuerth, AICP
Planning Director

RFW/mzm

Attachments



PLANNING DEPARTMENT

ONE CITY SQUARE, SUITE 315

WARREN, MI 48093-5283

(586) 574-4687

Fax (586) 574-4645

www.cityofwarren.org

TO: Mindy Moore, Secretary
Warren City Council

FROM: Mayor, Planning Commission, and Planning Director

RE: SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP;
located on the east side of Dequindre Road, approximately 40 ft. south of Goulson
Avenue; 22760 Dequindre Road; Section 31; Samir Yaldo/22760 Dequindre LLC
(Steve Dumont/Designstruct, Inc.); PSPSL250001.

At a public hearing on September 22, 2025, the Planning Commission adopted a resolution pertaining to the above-captioned matter. The resolution, as adopted, is a recommendation to the City Council to DENY the special land use permit for a used automobile dealership.

You will find attached herewith a copy of the resolution, petitioner's denial 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,

Read and Concur:

Mahmuda Mouri
Commission Secretary

MM/mzm

Attachments

Signed by:

Lori M. Stone

Mayor

RESOLUTION FOR SPECIAL LAND USE PERMIT
FOR A USED AUTOMOBILE DEALERSHIP

22760 Dequindre Road
(PSPSL250001)

A regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on _____, 2025, 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 September 22, 2025, the Planning Commission adopted the attached resolution, recommending to the Council of the City of Warren DENIAL of the special land use permit for a used automobile dealership located on the east side of Dequindre Road, approximately 40 ft. south of Goulson Avenue (22760 Dequindre Road), in accordance with Article II, Chapter 34 of the Code of Ordinances of the City of Warren for the following reasons:

1. There are several variances that would need to be obtained from the Zoning Board of Appeals to receive approval for this project. Without obtaining the necessary variances, the proposed use at this location does not meet the locational criteria, nor minimum lot size to operate.

2. Per Section 15.01 Uses permitted (e) Used Car Lots, the minimum lot area for a used car lot shall be 25,000 square feet, this property only has a lot area of 7,508 sq. ft.
3. The property does not meet the location criteria to operate a used car lot in this location. The location criteria is as follows: *The site must be located more than 700 feet from the property line of any other site with an existing used car lot or the site of a proposed used car lot subject to review for approval. The site must be located more than 200 feet from the property line of a site being used for the following purposes: automobile repair shop, automotive service business, tire service business, new car dealership or new automotive retail business, auto wash or vehicle laundry, or automobile storage. In addition, the site must be located more than 200 feet from the nearest lot line of property used as or zoned as: R-1-A, R-1-B, R-1-C, R-1-P, R-2, R-3, R-3A, R-4, R-5, a Planned Unit Development, and the Downtown Center.*

The site is abutting R-1-C property, immediately to the east, and within 200 ft. from an existing tire and repair shop, Best Buy Tires, located at 22626 Dequindre Road, approximately 170 ft. to the south.

4. There is not sufficient parking to meet the needs of the use. The site plan indicates parking in the right-of-way, however, per the comment received by Permits and Local Road Department Manager, Robert Bush, the Macomb County Department of Roads will not allow any parking in the MCDR right-of-way. Per the letter, the existing paved area shall be removed and provided with seed and mulch.

Per the approved site plan from July 8, 2019, it was only possible to provide four (4) parking spaces, meeting the parking space and maneuvering lane requirements in the parking lot. It would not be possible to provide vehicle display spaces in addition to parking spaces in the proposed parking lot.

5. The proposed site plan indicates no proposed screening. This property abuts an R-1-C residential dwelling to the east. The site plan indicates a privacy chain link fence to remain along the rear (east) and north property lines. In the front/west, along Dequindre Road, a chain link fence and gate with black slats is existing, and proposed to remain. The plan does not indicate a greenbelt along the east property line where it abuts an R-1-C residentially zoned property.
6. The proposed use does not meet the landscaping standards per Section 4D.45 of the Zoning Ordinance, a front yard landscape berm that complies with Section 4D.15 of the Zoning Ordinance shall be provided along Dequindre Road. In this case, the property is too small to provide the screening required per the Zoning Ordinance.
7. The Planning Commission voted to deny the site plan request for a new used automobile dealership and new parking lot based on the above-mentioned reasons.
8. The Planning Staff, after reviewing the proposed use and site plan, recommends that the special land use permit be DENIED as the request does not meet the standards stated in Section 22.14 B. 1 a) through f) and 22.14 B. 3 a) through c).

BE IT RESOLVED, the Council of the City of Warren hereby DENIES the special land use permit for a used automobile dealership for the above-mentioned property of 22760 Dequindre Road.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

SONJA BUFFA
City Clerk

Drafted by:
Melissa Z. Maisano
City of Warren, Planning Department
One City Square, Suite 315
Warren, Michigan 48093-5285

When recorded return to:
City Clerk
City of Warren
One City Square, Suite 205
Warren, Michigan 48093-5285

RESOLUTION

The Planning Commission of the City of Warren having held a public hearing thereon on Monday, September 22, 2025, 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 DENIAL, and does so recommend to the Council of the City of Warren, that the following described property (22760 Dequindre Road), to-wit:

Land situated in the City of Warren, Macomb County, Michigan, described as:

Lots 118 & 119 of Warren Park Subdivision

receive DENIAL for the special land use permit for a used automobile dealership located on the east side of Dequindre Road, approximately 40 ft. south of Goulson Avenue, for the following reasons:

1. There are several variances that would need to be obtained from the Zoning Board of Appeals to receive approval for this project. Without obtaining the necessary variances, the proposed use at this location does not meet the locational criteria, nor minimum lot size to operate.
2. Per Section 15.01 Uses Permitted (e) Used Car Lots, the minimum lot area for a used car lot shall be 25,000 square feet, this property only has a lot area of 7,508 sq. ft.
3. The property does not meet the location criteria to operate a used car lot in this location. The location criteria is as follows: *The site must be located more than 700 feet from the property line of any other site with an existing used car lot or the site of a proposed used car lot subject to review for approval. The site must be located more than 200 feet from the property line of a site being used for the following purposes: automobile repair shop, automotive service business, tire service business, new car dealership or new automotive retail business, auto wash or vehicle laundry, or automobile storage. In addition, the site must be located more than 200 feet from the nearest lot line of property used as or zoned as: R-1-A, R-1-B, R-1-C, R-1-P, R-2, R-3, R-3A, R-4, R-5, a Planned Unit Development, and the Downtown Center.*

The site is abutting R-1-C property, immediately to the east, and within 200 ft. from an existing tire and repair shop, Best Buy Tires, located at 22626 Dequindre Road, approximately 170 ft. to the south.

4. There is not sufficient parking to meet the needs of the use. The site plan indicates parking in the right-of-way, however, per the comment received by Permits and Local Road Department Manager, Robert Bush, the Macomb County Department of Roads will not allow any parking in the MCDR right-of-way. Per the letter, the existing paved area shall be removed and provided with seed and mulch.

Per the approved site plan from July 8, 2019, it was only possible to provide four (4) parking spaces, meeting the parking space and maneuvering lane requirements in the parking lot. It would not be possible to provide vehicle display spaces in addition to parking spaces in the proposed parking lot.

5. The proposed site plan indicates no proposed screening. This property abuts an R-1-C residential dwelling to the east. The site plan indicates a privacy chain link fence to remain along the rear (east) and north property lines. In the front/west, along Dequindre Road, a chain link fence and gate with black slats is existing, and proposed to remain. The plan does not indicate a greenbelt along the east property line where it abuts an R-1-C residentially zoned property.
6. The proposed use does not meet the landscaping standards per Section 4D.45 of the Zoning Ordinance, a front yard landscape berm that complies with Section 4D.15 of the Zoning Ordinance shall be provided along Dequindre Road. In this case, the property is too small to provide the screening required per the Zoning Ordinance.
7. The Planning Commission voted to deny the site plan request for a new used automobile dealership and new parking lot based on the above-mentioned reasons.
8. The Planning Staff, after reviewing the proposed use and site plan, recommends that the special land use permit be DENIED as the request does not meet the standards stated in Section 22.14 B. 1 a) through f) and 22.14 B. 3 a) through c).

RESOLUTION adopted at the meeting of September 22, 2025.

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

September 26, 2025

Steve Dumont
Designstruct, Inc.
23617 John R
Hazel Park, MI 48030

RE: SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP;
located on the east side of Dequindre Road, approximately 40 ft. south of Goulson
Avenue, 22760 Dequindre Road; Section 31; Samir Yaldo/22760 Dequindre LLC
(Steve Dumont/Designstruct, Inc.); PSPSL250001.

Dear Mr. Dumont:

On September 22, 2025, the City of Warren Planning Commission voted to recommend that the above-captioned item be **DENIED** by City Council. The Planning Commission's decision to recommend denial is based on the following recommendation submitted by the Planning Department:

It is recommended that the special land use and site plan for new used automobile dealership and new parking lot be **DENIED** by City Council for the following reasons:

1. There are several variances that would need to be obtained from the Zoning Board of Appeals to receive approval for this project. Without obtaining the necessary variances, the proposed use at this location does not meet the locational criteria, nor minimum lot size to operate.
2. Per Section 15.01 Uses permitted (e) Used Car Lots, the minimum lot area for a used car lot shall be 25,000 square feet, this property only has a lot area of 7,508 sq. ft.

3. The property does not meet the location criteria to operate a used car lot in this location. The location criteria is as follows: *The site must be located more than 700 feet from the property line of any other site with an existing used car lot or the site of a proposed used car lot subject to review for approval. The site must be located more than 200 feet from the property line of a site being used for the following purposes: automobile repair shop, automotive service business, tire service business, new car dealership or new automotive retail business, auto wash or vehicle laundry, or automobile storage. In addition, the site must be located more than 200 feet from the nearest lot line of property used as or zoned as: R-1-A, R-1-B, R-1-C, R-1-P, R-2, R-3, R-3A, R-4, R-5, a Planned Unit Development, and the Downtown Center.*

The site is abutting R-1-C property, immediately to the east, and within 200 ft. from an existing tire and repair shop, Best Buy Tires, located at 22626 Dequindre Road, approximately 170 ft. to the south.

4. There is not sufficient parking to meet the needs of the use. The site plan indicates parking in the right-of-way, however, per the comment received by Permits and Local Road Department Manager, Robert Bush, the Macomb County Department of Roads will not allow any parking in the MCDR right-of-way. Per the letter, the existing paved area shall be removed and provided with seed and mulch.

Per the approved site plan from July 8, 2019, it was only possible to provide four (4) parking spaces, meeting the parking space and maneuvering lane requirements in the parking lot. It would not be possible to provide vehicle display spaces in addition to parking spaces in the proposed parking lot.

5. The proposed site plan indicates no proposed screening. This property abuts an R-1-C residential dwelling to the east. The site plan indicates a privacy chain link fence to remain along the rear (east) and north property lines. In the front/west, along Dequindre Road, a chain link fence and gate with black slats is existing, and proposed to remain. The plan does not indicate a greenbelt along the east property line where it abuts an R-1-C residentially zoned property.
6. The proposed use does not meet the landscaping standards per Section 4D.45 of the Zoning Ordinance, a front yard landscape berm that complies with Section 4D.15 of the Zoning Ordinance shall be provided along Dequindre Road. In this case, the property is too small to provide the screening required per the Zoning Ordinance.
7. The Planning Staff, after reviewing the proposed use and site plan, recommends that the Special Land Use Permit be DENIED as the request does not meet the standards stated in Section 22.14 B. 1 a) through f) and 22.14 B. 3 a) through c).

Should you agree with the opinion of the Planning Commission, please send a letter or email to the Planning Department by October 6, 2025 requesting withdrawal of the special land use, or the denial recommendation will be forwarded to City Council.

Should you have any questions, please contact this office.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mahmuda Mouri', written over a horizontal line.

Mahmuda Mouri
Commission Secretary

MM/mzm

Attachment – Minutes of September 22, 2025 Planning Commission meeting

cc: Ronald F. Wuerth, Planning Director
Planning Commission
Mary Michaels, Acting City Attorney
Everett Murphy, Chief Zoning Inspector
Kirk Rehn, Building Director
Samir Yaldo, 22760 Dequindre LLC
Robert Williams, McCann-Dumont & Associates

PUBLIC PARTICIPATION:

Lori Harris stated that she thought when there wasn't a full quorum that the petitioner could wait until there was a full Board present. The Board advised her that that was not the case.

MOTION:

A motion was made by Commissioner Duzyj, supported by Commissioner Holowaty, to approve the request to vacate public utility easement.

ROLL CALL:

The motion carried as follows:

Commissioner Duzyj	Yes
Commissioner Holowaty	Yes
Commissioner Ansar	Yes
Assistant Secretary Chowdhury	Yes
Vice Chair Boniecki	Yes
Chair Smith	Yes

- B. SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP:** located on the east side of Dequindre Road, approximately 40 ft. south of Goulson Avenue, 22760 Dequindre Road; Section 31; Samir Yaldo/22760 Dequindre LLC (Steve Dumont/Designstruct, Inc.); PSPSL250001.

PETITIONER'S PORTION:

Petitioner Steve Dumont was present with the Samir Yaldo, the owner. Petitioner Dumont stated that Mr. Yaldo had planned to have a retail situation and display some cars on the site, but he was willing to do his sales online instead.

Assistant Secretary Chowdhury noted the following correspondence:

TAXES: Current.

AT&T: No objection to the proposal.

COMCAST: Has facilities within the project area, but there would not be any conflict with the requested plans.

MCDR: Will not allow any parking in MCDR's road Right-of-Way and asked that the existing paved area be removed and seeded.

MCPWO: Determined that the proposed site disturbance would not require a stormwater review.

Director Wuerth read the Planning Department recommendations.

PUBLIC PARTICIPATION:

Lori Harris stated that she had been looking at the map, and she was glad that the recommendation was to deny this as there is just no space. She believed that the petitioner changing his goal may affect his site plans.

Chair Smith recognized that Ex-Officio Councilman Newnan was present.

MOTION:

A motion was made by Commissioner Duzyj, supported by Commissioner Ansar, to deny the site plan due to the recommendations of the Planning Department.

DISCUSSION:

Commissioner Duzyj noted that there just wasn't any room, and it didn't fall within the codes of the City.

Chair Smith asked Director Wuerth if the petitioner would have to come back with another site plan showing what the property would look like after going with the other use that they mentioned. Director Wuerth responded that they would have to do that because this site plan simply doesn't work and should be denied. If they want something different, a new site plan would need to be presented to the Planning Commission.

Attorney Michaels stated that there needed to be reasons for the denial based on the site plan as presented. Commissioner Duzyj stated that the reason for the denial was simply the lack of space, it was too close to residential, and there was not enough room between the Macomb County Right-of-Way and the building in the front of it. Director Wuerth noted that it was being denied for all of the reasons stated in the recommendation and that there was not any reason to consider approving this site plan.

ROLL CALL:

The motion carried as follows:

Commissioner Duzyj Yes
 Commissioner Ansar Yes
 Assistant Secretary Chowdhury Yes
 Vice Chair Boniecki Yes
 Chair Smith Yes
 Commissioner Holowaty Yes

6.b) SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP

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FINDINGS

1. The petitioner is requesting special land use permit and site plan approval for a used automobile dealership and parking lot located on the east side of Dequindre Road and approximately 40 ft. south of Goulson Avenue.

2. **CHARACTERISTICS OF THE PROPERTY IN QUESTION CAN BE SUMMARIZED AS FOLLOWS:**

- a) **SIZE AND DIMENSIONS OF PROPERTY:** A rectangular shaped parcel measuring 80 ft. x 95 ft. and containing 7,600 sq. ft. with 80 ft. of frontage along Dequindre Road. Lots 118 and 119 of Warren Park Subdivision.

NOTE: The site plan needs to include the parcel to the north, 13-31-103-001. The building at 22766 Dequindre Road adjoins the property in question.

- b) **PRESENT USE:** Service/Commercial, proposed auto dealer (formerly auto repair shop)
 - c) **PRESENT ZONING:** M-2, Medium Light Industrial District

The M-2 District has existed since the adoption of the Zoning Ordinance on July 21, 1960.

3. **CURRENT STATUS OF APPLICATION:**

- a) The present hearing will be the initial formal review of this application by the Planning Commission.
 - b) The Planning Commission pursuant to Article XXI, City Planning Commission; Section 21.04 Site Plan Review and Article XXII, Administration; Section 22.16 Site Plan Review of the Zoning Ordinance, shall receive and review a submitted site plan in relation to pedestrian and vehicle circulation, off-street parking, structural relationships, public utilities, landscaping, accessibility and other site design elements.
 - c) The Planning Commission pursuant to Article IV. General Provisions; Section 4.34 Parking as adjunct use and Article XVI. Parking Districts, Section 16.09 Approval; shall approve all parking areas.

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- d) The Planning Commission, pursuant to Article XIV C-2, General Business District, Section 14.02 Approval of Special Land Use Permit, Subsection F, and Article 15.01, C-3 Wholesale and Intensive Business Districts, Subsection E, of the Zoning Ordinance, must review the proposed used car sales application and provide a report and recommendation to Planning Commission and City Council.

Section 15.01 Uses permitted (e) Used Car Lots, operating as second-hand motor vehicle dealers, provided they comply with the following requirements:

1. *Minimum lot area.* The minimum lot area for a used car lot shall be 25,000 square feet.

Per Planning Review: *The proposed use does not meet the standards of the ordinance. The lot area is 7,508 sq. ft.*

2. *Location criteria.* The site must be located more than 700 feet from the property line of any other site with an existing used car lot or the site of a proposed used car lot subject to review for approval. The site must be located more than 200 feet from the property line of a site being used for the following purposes: automobile repair shop, automotive service business, tire service business, new car dealership or new automotive retail business, auto wash or vehicle laundry, or automobile storage. In addition, the site must be located more than 200 feet from the nearest lot line of property used as or zoned as: R-1-A, R-1-B, R-1-C, R-1-P, R-2, R-3, R-3A, R-4, R-5, a Planned Unit Development, and the Downtown Center.

Per Planning Review: *The proposed location does not meet the location criteria; The site is abutting R-1-C property, immediately to the east, the site is within 200 ft. from an existing tire and repair shop, Best Buy Tires, located at 22626 Dequindre Road (170 ft.).*

The plan shall list any existing used car lots within 700 ft. and automobile repair shop, automotive service business, tire service business, new car dealership or new automotive retail business, auto wash or vehicle laundry, or automobile storage within 200 ft. There may be other businesses within this radius.

3. *Permanent structure.* A permanent structure containing not less than two hundred (200) square feet of interior floor space to be used as business or sales office.

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Per Planning Review: *The proposed use meets the standards of the ordinance. The existing building is 4,288 sq. ft.*

4. *Vehicle preparation.* Cleaning and refurbishing of vehicles shall be permitted only within an enclosed permanent building.

Per Planning Review: *The proposed use appears to meet the standards of the ordinance. The floor plan indicates detailing in the building.*

5. *Noise limitations.* Any use of horns, amplifiers or any other devices for the outdoor transmission, amplification or broadcasting of voices or music shall be prohibited. All other ordinances restricting noise and loud music shall apply.

Per Planning Review: A note would need to be provided on the site plan.

6. *Festoon signs.* Festoon signs are prohibited.

Per Planning Review: *The plan provides this note on the plan, indicating they will apply separately for signage.*

7. Flashing lights are prohibited.

Per Planning Review: *The plan provides this note on the plan, indicating they will apply separately for signage.*

8. Temporary signs shall be prohibited from the site, but may be allowed with an approved permit twice annually, unless prohibited in this section.

Per Planning Review: *The plan provides this note on the plan, indicating they will apply separately for signage.*

9. *Temporary feather or windblown signs.* Outdoor temporary feather signs or windblown signs or streamers are prohibited from the outdoor areas of the property, including without limitation, from display, attachment or affixture upon parked or display outdoor vehicles, outdoor structures, buildings pedestals or any other outdoor item upon which they may be affixed. National flags affixed upon a permanent post are excluded.

6.b) SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP

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Per Planning Review: *The plan provides this note on the plan, indicating they will apply separately for signage.*

10. *Human signs.* Live dancing or jumping signs, or human-carried signs or human-carried boards are prohibited.

Per Planning Review: *The plan provides this note on the plan, indicating they will apply separately for signage.*

11. *Used car display area.* The display area shall conform to the following requirements: HERE

- a. There shall be provided a minimum of eight (8) feet by seventeen (17) feet of storage/display space for each used car to be displayed.
- b. Access to each individual used car shall be provided. Used cars shall not be positioned in a stacked or packed formation.
- c. There shall be no storage or display of used cars in the public right-of-way.
- d. Used cars shall be prohibited from parking within any maneuvering lane or driveway.
- e. Outdoor storage of inoperable, wrecked, or stripped vehicles shall be prohibited from the site.
- f. The setback areas along street frontages shall not be used for the parking or for the storage/display of used cars.

Per Planning Review: *The plan indicates the vehicles on the site plan; however, it is not clear if they are display vehicles, which can measure a minimum of eight (8) feet by seventeen (17) feet. However, the front setback in an M-2 District is 50 ft. along Dequindre Road. Variances from the Zoning Board of Appeals may be required for the display vehicles within the front setback of Dequindre Road. For the purposes of providing a review, the plan indicates the petitioner wishes to display ten (10) vehicles.*

12. *Off-street parking required.* Separate off-street parking shall be provided in compliance with the regulations contained in section 4.32 and the following provision:

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The minimum number of parking spaces to be provided shall be calculated based on the formula of five (5) spaces plus one (1) space per each fifteen (15) used car storage/display spaces.

Per Planning Review: *The proposed use does not meet the standards of the ordinance. Per Section 4.32 (20), and the formula of five (5) spaces plus one (1) space per each fifteen (15) used car storage/display spaces, 5 parking spaces per this calculation would be required. In addition to the above calculation, the formula used per 4.32 (20) would be 4,288/500 which amounts to 8.5 or 9 parking spaces, for a total of 14 parking spaces to be required. It is unclear which parking spaces are for customers and which are for employees, and which are vehicle display spaces.*

NOTE: *The site plan indicates 7 parking spaces in the Dequindre Road right-of-way. These parking spaces are not permitted.*

Additionally, per the comment received by Permits and Local Road Department Manager, Robert Bush, the Macomb County Department of Roads will not allow any parking in the MCDR right-of-way. Per the letter, the existing paved area shall be removed and provided with seed and mulch.

13. *Site design requirements.* The site plan shall comply with the following site design requirements:

- a. **The site shall be hard-surfaced, graded and drained in accordance with the regulations of section 4.32 (k). Concrete curbing shall be provided along the perimeter of the parking area.**

Per Planning Review: *The proposed use does not appear to meet to the ordinance per the site plan submitted.*

- b. **Maneuvering lanes for the storage/display area shall be a minimum of twenty (20) feet in width.**

Per Planning Review: *The proposed use does not meet the standards of the ordinance. The parking lot area is only 40 ft. in width. The spaces for the display and/or customer/employee parking are not properly shown. Variances may be required from the Zoning Board of Appeals.*

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NOTE: Additionally, parking spaces and maneuvering lanes shall meet the length and width requirements per Section 4.32 of the Ordinance. On July 8, 2019, the Planning Commission approved a site plan for this property for an industrial use. The plan indicates that only 4 parking spaces and a trash enclosure were able to be provided in the lot area. The two (2) parallel parking spaces were indicated at 12 ft. x 20 ft. and the accessible parking space and an additional parking space would be located along the east property line with concrete curbing abutting an 8.8 ft. wide landscaped area.

- c. **Two driveways, one for ingress and one for egress, or one driveway adequate to permit simultaneous ingress and egress shall be provided. The driveway shall be a minimum of twenty-six (26) feet in width as measured at the property line. The center of the driveway shall be located a minimum of seventy (70) feet from the intersection of any two roadway right-of-way lines.**

Per Planning Review: *The proposed driveway, per the site plan, would not meet the ordinance for access. The one driveway provided measures 14 ft. – 16 ft. in width at the property line. While the plan does indicate that the parking lot will be provided with asphalt, the driveway appears to remain the same width.*

- d. **The setback areas along street frontages shall be landscaped.**

Per Planning Review: *The proposed use does not meet the landscaping standards per Section 4D.45 of the Zoning Ordinance, a front yard landscape berm that complies with Section 4D.15 of the Zoning Ordinance shall be provided along Dequindre Road. A variance may be required from the Zoning Board of Appeals. In this case, the property is too small to provide the screening required per the Zoning Ordinance.*

- e. **Overhead service doors shall not face or open toward residentially zoned property.**

Per Planning Review: *The proposed use appears to meet to the ordinance per the site plan submitted. The overhead door faces Dequindre Road. There is residential property (zoned R-1-C) located directly to the east, abutting this property.*

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- f. **An eight (8) foot wide landscaped greenbelt complying with section 2.26 of this Ordinance or a six (6) foot high brick embossed poured concrete wall shall be provided along any residentially zoned property. A decorative or ornamental fence, in a split rail, picket, basket weave or similar style, constructed of wood, metal or iron, but without sharp points protruding upward, shall be provided along the setback line of the front. Chain link fences are not allowed.**

Per Planning Review: The site plan indicates a privacy chain link fence to remain along the rear (east) and north property lines. In the front/west, along Dequindre Road a chain link fence and gate with black slats is existing, and proposed to remain.

The plan does not indicate a greenbelt along the east property line where it abuts an R-1-C residentially zoned property.

- g. All lighting on the site shall be shielded. All glare shall be eliminated from all light fixtures and not encroach upon abutting properties. Lighting shall otherwise not direct illumination upon abutting properties, or emit illumination upon abutting properties in a manner that is of such magnitude that encroaches upon their peace. The light poles shall be no higher than twenty (20) feet. Upward directed lighting, searchlights, moving beams, and spotlights shall not be permitted.

Per Planning Review: The plan provides this note on the plan, indicating the intent to meet this standard of the ordinance.

- h. **Approval of a special land use permit from the City Council, after application to and recommendation of the Planning Commission, and under such conditions as the Council finds the use meets the standards for approval set forth in Section 22.14 of the Ordinance. A special land use permit is required for the expansion of an existing used car lot.**

Per Planning Review: The application was submitted with the understanding that the final approval is by City Council after a recommendation from the Planning Commission. However, per the Planning Staff, after reviewing the proposed use and site plan, recommends that the Special Land Use Permit be DENIED as the request does not meet the standards stated in Section 22.14 B. 1 a) through f) and 22.14 B. 3 a) through c).

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- i. **Compliance with the procedures and conditions set forth in section 22.14, and full compliance with any conditions established by the Planning Commission and/or City Council.**

Per Planning Review: The Planning Staff, after reviewing the proposed use and site plan, recommends that the Special Land Use Permit be DENIED as the request does not meet the standards stated in Section 22.14 B. 1 a) through f) and 22.14 B. 3 a) through c).

- e) On September 3, 2025, notice was given in the Warren Weekly for the September 22, 2025 public hearing before the Planning Commission.
- f) On September 30, 2020, the Assessing Department completed the combination of the parent parcels 13-31-103-002 and 13-31-103-003. The new (current) parcel is 13-31-103-028.
- g) On September 9, 2020, the Zoning Board of Appeals GRANTED the petitioner permission to:
- 1) Retain an existing building .4 ft. from the side (north) property line.
 - 2) Retain an existing building 8.9 ft. from the rear (east) property line.
 - 3) Waive 1,926 sq. ft. of required off-street parking.

Variances were contingent on the combination of the two address 22760 and 22754 Dequindre Road.

- h) On July 8, 2019, the Planning Commission APPROVED the site plan for parking lot. At the time, the property was owned by David Karana of Warren RP LLC.

NOTE: The Planning Commission currently retains a cash bond in the amount of \$1,000 as a guarantee for site improvements.

- i) On August 22, 2018, the Zoning Board of Appeals POSTPONED INDEFINITELY the petitioner's request to:

Waive required hard surfacing of off-street parking.

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- j) On August 16, 2013, the City Council by formal motion, APPROVED the recommendation from the Planning Commission (June 10, 2013) for Amendment to the Zoning Ordinance No. 30, Appendix A, Article XV, C-3, Wholesale and Intensive Business District Section 15.01 (e) Used Car Lots; Section 14.02 B. Approval of Special Land Use Permits for Automotive Sales Businesses; Section 2.92 Used Car Lot; Section 22.14 B and B.1 Procedures for Special Land Use Lot; Section 4A.14 relating to prohibited signs and Section 4A.42 relating to temporary balloon signs; and consideration and adoption of ordinance.
- k) On June 5, 2013, Chief Assistant City Attorney, Mary Michaels, submitted revisions to the Used Car Ordinance after meeting with the Chief Zoning Inspector and the Planning Director.
- l) On May 13, 2013, the Planning Commission TABLED the item to the June 10, 2013 meeting at the request of the Chief Zoning Inspector. The Planning Commission did allow the public to comment and shared concern prior to the tabling.
- m) On May 13, 2013, the Planning Department received communication from Lynne Martin, Chief Zoning Inspector, requesting a tabling of this item so that the Zoning Section can review the proposed revisions to the Used Car Ordinance.
- n) On May 13, 2013, Chief Assistant City Attorney, Mary Michaels, submitted revisions to the Used Car Ordinance to the Planning Department. The department would review the changes for the June 10, 2013 meeting.
- o) On April 29, 2013, the proposed amended used car ordinance was placed on the agenda under New Business to allow the Planning Commission to review and provide preliminary comments to the Planning Staff.
- p) On April 17, 2013, notice was given in the Warren Weekly for the May 13, 2013 public hearing before the Planning Commission.
- q) On March 7, 2013, the Planning Department received a report from Chief Assistant City Attorney, Mary Michaels, regarding amendments to the used car lot ordinance. The Planning Staff placed the item on the April 29, 2013 Planning Commission Agenda.
- r) In January 2013, the City Council again extended the interim moratorium to April 16, 2013 to finalize any information used in modifying the ordinance for used car lots.

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- s) On October 23, 2012, the City Council extended the interim moratorium an additional ninety (90) days to allow continued work and review on the used car lot ordinance. The extension would expire on January 22, 2013.
- t) On April 10, 2012, the City Council established an emergency ordinance for an interim moratorium on the development and zoning approvals for used car lots. The City Council directed the City Attorney to review and propose a new ordinance for the regulation of used car lots. The City Council accepted the recommendation of the Planning Commission to have an interim moratorium extending through to October 24, 2012.
- u) On March 12, 2012, the Planning Commission reviewed the administration's request and agreed to recommend a six (6) month moratorium to City Council.
- v) On January 19, 2012, the administration requested a moratorium on used car lot applications. Many issues continue to be a concern with the approval of used car lots.
- w) On August 12, 2008, the City Council by formal motion adopted an Ordinance, Section 15.01(e); used car lots with expanded regulations of the use and site area.
- x) On June 22, 1949, the Building Division issued Building Permit No. 9381 for a two story cinder block industrial/commercial building on Lot 118. The building measures 21 ft. x 86 ft. and contains 1,806 sq. ft.
- y) On December 13, 1947, the Building Division issued Building Permit No. 7342 for a 1½-story cinder block/brick commercial building on Lot 118. The building measures 20 ft. x 50 ft. and contains 1,000 sq. ft.
- z) The Macomb County Register of Deeds recorded the Warren Park Subdivision Plat on March 28, 1917, Liber 3, Page 85.

NOTE: The original plat contains lots with a 122 ft. length. At some point in the past, the lots in this subdivision decreased from 122 ft. to 95 ft. in length and the west 27 ft. of the lots became part of the Dequindre Road right-of-way.

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4. **GENERAL DESCRIPTION OF THE SURROUNDING PROPERTIES IS AS FOLLOWS:**

- a) The property to the north is zoned M-2 and contains an industrial building.
- b) The property to the east is zoned R-1-C and is vacant.
- c) The property to the south is zoned M-2 (the rear R-1-C portion was rezoned by City Council on May 28, 2019) and contains EZ Heating and Cooling.
- d) The properties to the west, across Dequindre Road, are in Hazel Park, and contain Construction Group, LB Office Products, and an industrial use.

5. **THE SITE PLAN SUBMITTED BY THE PETITIONER INDICATES THAT:**

- a) A new used car lot is proposed that would utilize the existing 4,288 sq. ft. building, and 40 ft. x 95 ft. (3,800 sq. ft.) parking lot. The existing building is located on the site set back .4 ft. from the north property line, 8.9 ft. from the east property line, and 40 ft. from the south property line, and 34 ft. from the west property line.

There were two building permits issued for the buildings on this property, in 1947 and 1949. No variances are required for the front setback, as there is a provision in the M-2 zone where if a majority of the front yard setbacks have been established in a block, then all buildings shall conform to that line, which this building complies.

At the time of the 2019 site plan review, according to the Chief Zoning Inspector at that time, the parking lot also falls into this established front lot line. But, according to the Chief Zoning Inspector, the building does not meet the side and rear setbacks because the use of the building has changed. However, the current proposal would be a change of use to a used car lot, which may require additional variances for the front setback.

Variances were obtained on September 9, 2020 from the Zoning Board of Appeals for the north and east property lines.

- b) The floor plan indicates the first floor would be used for a reception area, sales area, and detailing. The upper floor would be used for storage.

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c) The elevation plan indicates the existing painted CMU to remain. The existing overhead door and person door on the side (south) elevation to remain. The existing person door on the rear to remain. The north elevation, which adjoins the building to the north, will remain the same with wood and vinyl siding on the top approximately 6 ft. of the building facade, and the bottom 13 ft. to remain with painted CMU. The height of the existing building is indicated as 20 ft. 10 in. The maximum height allowed in an M-2 district is 30 ft.

d) No landscape plan was submitted, and no landscaping is proposed on the property or in the right-of-way.

NOTE 1: An 8 ft. wide greenbelt (or 6 ft. high brick embossed poured concrete wall) would be required along the east property line abutting the R-1-C District.

NOTE 2: According to the 2019 approved site plan, all of the chain link fence was to be reset along the east property, which would provide for the 8 ft. required to provide a greenbelt.

e) Access would be provided via two driveways to Dequindre Road. One driveway would be to the new parking lot and the other driveway would be to an overhead service door to the building.

NOTE 1: Any work within the Dequindre Road right-of-way will require a permit or waiver from the Macomb County Department of Roads.

NOTE 2: The site plan shall indicate the new concrete curb along the Dequindre Road right-of-way, per the Macomb County Road Commission's permit or approval.

f) The plan indicates the parking within the Dequindre Road right-of-way. The parking calculation provided on the site plan is not correct, the parking shall be calculated per the following sections of the Zoning Ordinance:

Per Section 4.32 (20), and the formula of five (5) spaces plus one (1) space per each fifteen (15) used car storage/display spaces, 5 parking spaces per this calculation would be required.

In addition to the above calculation, the formula used per 4.32 (20) would be 4,288/500 which amounts to 8.5 or 9 parking spaces, for a total of 14 parking spaces to be required. It is unclear which parking spaces are for customers and which are for employees, and which are vehicle display spaces.

6.b) SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP

22760 Dequindre Road

Process # PSPSL250001

Section 31

Samir Yaldo/22760 Dequindre LLC (Steve Dumont/Designstruct, Inc.)

September 22, 2025

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The parking spaces indicated in the right-of-way are not permitted, and per the comment received from the County, they will not approve the parking in the area indicated on the site plan.

NOTE: Per Section 4D.45 of the Zoning Ordinance, a front yard landscape berm that complies with Section 4D.15 of the Zoning Ordinance shall be provided along Dequindre Road.

g) A trash enclosure location has not been indicated on the plan.

NOTE: A trash enclosure shall be provided on the site with the following note stating, "A trash enclosure, measuring a minimum 10 ft. x 10 ft. shall be constructed of six (6) ft. high brick embossed poured concrete walls with 45° angle cap, have screened gates and be placed upon a minimum 10 ft. x 18 ft. concrete pad that provides an 8 ft. wide apron. Masonry block shall not be used as a construction material".

h) There are two (2) existing flag poles located on the property located approximately 5 ft. from the Dequindre Road property line.

i) The elevation plan (SP-3) indicates a new wall sign measuring 40 sq. ft., complying with the Zoning Ordinance. All signage permits are obtained from the Building/Zoning Division.

j) All other improvements on the site would remain as exists.

6.b) SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP

22760 Dequindre Road

Process # PSPSL250001

Section 31

Samir Yaldo/22760 Dequindre LLC (Steve Dumont/Designstruct, Inc.)

September 22, 2025

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RECOMMENDATION

It is recommended that the special land use and site plan for new used automobile dealership and new parking lot be DENIED by City Council for the following reasons:

1. There are several variances that would need to be obtained from the Zoning Board of Appeals to receive approval for this project. Without obtaining the necessary variances, the proposed use at this location does not meet the locational criteria, nor minimum lot size to operate.
2. Per Section 15.01 Uses permitted (e) Used Car Lots, the minimum lot area for a used car lot shall be 25,000 square feet, this property only has a lot area of 7,508 sq. ft.
3. The property does not meet the location criteria to operate a used car lot in this location. The location criteria is as follows: *The site must be located more than 700 feet from the property line of any other site with an existing used car lot or the site of a proposed used car lot subject to review for approval. The site must be located more than 200 feet from the property line of a site being used for the following purposes: automobile repair shop, automotive service business, tire service business, new car dealership or new automotive retail business, auto wash or vehicle laundry, or automobile storage. In addition, the site must be located more than 200 feet from the nearest lot line of property used as or zoned as: R-1-A, R-1-B, R-1-C, R-1-P, R-2, R-3, R-3A, R-4, R-5, a Planned Unit Development, and the Downtown Center.*

The site is abutting R-1-C property, immediately to the east, and within 200 ft. from an existing tire and repair shop, Best Buy Tires, located at 22626 Dequindre Road, approximately 170 ft. to the south.

4. There is not sufficient parking to meet the needs of the use. The site plan indicates parking in the right-of-way, however, per the comment received by Permits and Local Road Department Manager, Robert Bush, the Macomb County Department of Roads will not allow any parking in the MCDR right-of-way. Per the letter, the existing paved area shall be removed and provided with seed and mulch.

Per the approved site plan from July 8, 2019, it was only possible to provide four (4) parking spaces, meeting the parking space and maneuvering lane requirements in the parking lot. It would not be possible to provide vehicle display spaces in addition to parking spaces in the proposed parking lot.

6.b) SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP

22760 Dequindre Road

Process # PSPSL250001

Section 31

Samir Yaldo/22760 Dequindre LLC (Steve Dumont/Designstruct, Inc.)

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5. The proposed site plan indicates no proposed screening. This property abuts an R-1-C residential dwelling to the east. The site plan indicates a privacy chain link fence to remain along the rear (east) and north property lines. In the front/west, along Dequindre Road, a chain link fence and gate with black slats is existing, and proposed to remain. The plan does not indicate a greenbelt along the east property line where it abuts an R-1-C residentially zoned property.
6. The proposed use does not meet the landscaping standards per Section 4D.45 of the Zoning Ordinance, a front yard landscape berm that complies with Section 4D.15 of the Zoning Ordinance shall be provided along Dequindre Road. In this case, the property is too small to provide the screening required per the Zoning Ordinance.
7. The Planning Staff, after reviewing the proposed use and site plan, recommends that the Special Land Use Permit be DENIED as the request does not meet the standards stated in Section 22.14 B. 1 a) through f) and 22.14 B. 3 a) through c).

6.b) SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP

22760 Dequindre Road

Process # PSPSL250001

Section 31

Samir Yaldo/22760 Dequindre LLC (Steve Dumont/Designstruct, Inc.)

September 22, 2025

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And furthermore recommendations 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

AT&T: AT&T does not have any objections to this proposal.

COMCAST: In response to your utility request for the above project, Comcast has facilities nearby but not in conflict with this request. Please refer to the attached map for the location of Comcast CATV/FIBER facilities. 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. If we can be of further assistance, please feel free to contact us by email at cccutilityrequests@teamsigma.com.

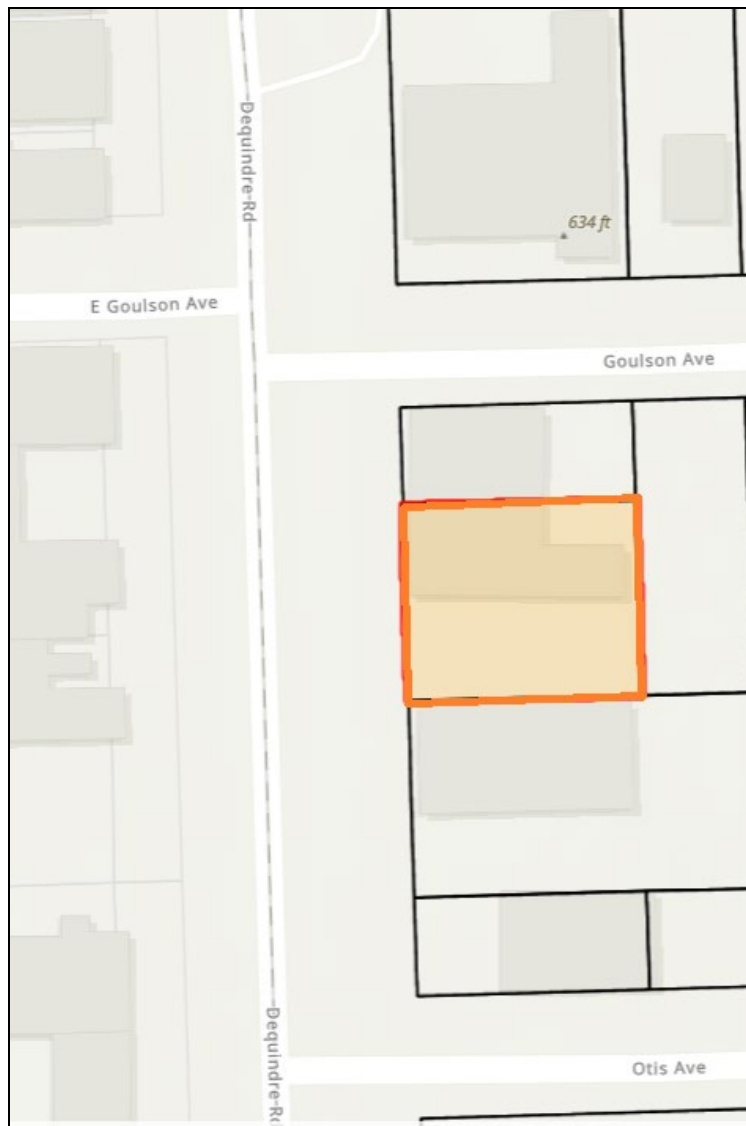
MCDR: Macomb County Department of Roads (MCDR) has received and reviewed the enclosed preliminary plan for the above referenced site. MCDR has following objection to proposed development at above mentioned site.

- 1) MCDR will not allow any parking in MCDR's road Right-of-Way (ROW). Remove existing paved area and provide seed and mulch.

If you have any questions, please feel free to contact me at the phone number above (586-463-8671).

MCPWO: The Macomb County Public Works Office (MCPWO) has reviewed the site plan for the project referenced above and has determined the proposed site disturbance is less than one acre and will not require a stormwater review from this office. If a no objection letter is required, please forward your request to Wesley.Jonik@macombgov.org.

SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP; located on the east side of Dequindre Road, approximately 40 ft. south of Goulson Avenue, 22760 Dequindre Road; Section 31; Samir Yaldo/22760 Dequindre LLC (Steve Dumont/Designstruct, Inc.); PSPSL250001.



PUBLIC PARTICIPATION:

Lori Harris stated that she thought when there wasn't a full quorum that the petitioner could wait until there was a full Board present. The Board advised her that that was not the case.

MOTION:

A motion was made by Commissioner Duzyj, supported by Commissioner Holowaty, to approve the request to vacate public utility easement.

ROLL CALL:

The motion carried as follows:

Commissioner Duzyj Yes
 Commissioner Holowaty Yes
 Commissioner Ansar Yes
 Assistant Secretary Chowdhury Yes
 Vice Chair Boniecki Yes
 Chair Smith Yes

B. SPECIAL LAND USE AND SITE PLAN FOR A USED AUTOMOBILE DEALERSHIP:

located on the east side of Dequindre Road, approximately 40 ft. south of Goulson Avenue, 22760 Dequindre Road; Section 31; Samir Yaldo/22760 Dequindre LLC (Steve Dumont/Designstruct, Inc.); PSPSL250001.

PETITIONER'S PORTION:

Petitioner Steve Dumont was present with the Samir Yaldo, the owner. Petitioner Dumont stated that Mr. Yaldo had planned to have a retail situation and display some cars on the site, but he was willing to do his sales online instead.

Assistant Secretary Chowdhury noted the following correspondence:

TAXES: Current.

AT&T: No objection to the proposal.

COMCAST: Has facilities within the project area, but there would not be any conflict with the requested plans.

MCDR: Will not allow any parking in MCDR's road Right-of-Way and asked that the existing paved area be removed and seeded.

MCPWO: Determined that the proposed site disturbance would not require a stormwater review.

Director Wuerth read the Planning Department recommendations.

PUBLIC PARTICIPATION:

Lori Harris stated that she had been looking at the map, and she was glad that the recommendation was to deny this as there is just no space. She believed that the petitioner changing his goal may affect his site plans.

Chair Smith recognized that Ex-Officio Councilman Newnan was present.

MOTION:

A motion was made by Commissioner Duzyj, supported by Commissioner Ansar, to deny the site plan due to the recommendations of the Planning Department.

DISCUSSION:

Commissioner Duzyj noted that there just wasn't any room, and it didn't fall within the codes of the City.

Chair Smith asked Director Wuerth if the petitioner would have to come back with another site plan showing what the property would look like after going with the other use that they mentioned. Director Wuerth responded that they would have to do that because this site plan simply doesn't work and should be denied. If they want something different, a new site plan would need to be presented to the Planning Commission.

Attorney Michaels stated that there needed to be reasons for the denial based on the site plan as presented. Commissioner Duzyj stated that the reason for the denial was simply the lack of space, it was too close to residential, and there was not enough room between the Macomb County Right-of-Way and the building in the front of it. Director Wuerth noted that it was being denied for all of the reasons stated in the recommendation and that there was not any reason to consider approving this site plan.

ROLL CALL:

The motion carried as follows:

Commissioner Duzyj Yes
 Commissioner Ansar Yes
 Assistant Secretary Chowdhury Yes
 Vice Chair Boniecki Yes
 Chair Smith Yes
 Commissioner Holowaty Yes



DATE: OCTOBER 30, 2025
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: STA-W-1722; RECOMMENDATION TO AWARD THE PURCHASE OF ONE (1) POLICE VEHICLE, UTILIZING THE STATE OF MICHIGAN CONTRACT #MA240000001206.

The Purchasing Division concurs with the Police Department and recommends that the purchase of one (1) Police vehicle, be awarded to LaFontaine Chrysler Dodge Jeep Ram of Lansing, 6131 S. Pennsylvania Ave., Lansing, MI 48911, utilizing the State of Michigan Contract (#MA240000001206), in a total amount of \$45,734.00.

If the City Council approves this purchase, payment shall be authorized to be made immediately upon successful delivery from the recommended vendor.

The City is utilizing the State of Michigan contract #MA240000001206 (see attached) with LaFontaine Chrysler Dodge Jeep Ram of Lansing for the purchase of one (1) Police Vehicle, in the total amount of \$45,734.00.

If approved by your honorable body, the vehicle will be for unmarked, investigative, and/or surveillance use, replacing an older, high-mileage vehicle into the bureaus and divisions, as needed.

Due to the confidential nature of this purchase, the backup information (make and model of the vehicle, etc.) is being kept confidential. Your honorable body can obtain this information by contacting Captain Brent Chisolm or the Purchasing Agent, Craig Treppa.

Funds are available in the following Account: 261-9261-82214.

Respectfully Submitted,

Signed by:

Shanah Turner

D3220749F3AC487...

Shanah Turner
Assistant Buyer

Read and Concur,

Signed by:

Craig Treppa

E610E2D7FFE5449...

Craig Treppa
Purchasing Agent

Signed by:

Kris Battle

F6FDC83AE1C142B...

Kris Battle
Budget Director

DocuSigned by:

Richard Fox

CF2C773236C54C9...

Richard Fox
Controller

Signed by:

Lori M. Stone

F040B73E57F248E...

Lori M. Stone
Mayor



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

320 S. Walnut Street 2nd Floor Lansing, MI 48933

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **MA240000001206**

CONTRACTOR	Lafontaine Chrysler Dodge Jeep Ram of Lansing, Inc.
	6131 S. Pennsylvania Ave.
	Lansing 22 48911
	Michelle Deacon
	(517) 325-5103
	mdeacon@lafontaine.com
	CV0064635

STATE	Program Manager	Erin Reincke	MDOT
		517 855 1986	
		ReinckeE@michigan.gov	
	Contract Administrator	Alannah Doak	DTMB
		(517) 230-9424	
		doaka@michigan.gov	

CONTRACT SUMMARY

Domestic Vehicle Dealers – Patrol, Passenger, Trucks, and Vans Prequalification.

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 1, 2024	August 31, 2029	2 - 12 Months	August 31, 2029
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 days			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

F.O.B. Destination

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$100,000.00	\$0.00	\$100,000.00		

DESCRIPTION

Effective 11/18/2024, the following amendment is hereby incorporated into the contract. Model year 2025 award pricing is added to this contract (attached). All other terms, conditions, specifications and pricing remain the same. Per agency request, and DTMB Procurement approval.



Warren Police Department
29900 CIVIC CENTER BLVD,
WARREN, MI 48093
(586) 574-4700

October 28, 2025

Mr. Craig Treppa, Purchasing Agent, City of Warren

RE: VEHICLE PURCHASE REQUEST UTILIZING STATE OF MICHIGAN CONTRACT #240000001206

The Police Department regularly requests appropriation of funds in our yearly budget to supplement the unmarked, investigative and patrol fleet vehicles. The vehicle listed below will be utilized in an unmarked capacity. In an effort to remain fiscally responsible and continue our operational effectiveness, we will rotate the older, high-mileage vehicles out of the fleet and place the new ones into the bureaus and divisions as needed. This expenditure aligns with the 2025-2026 budget, under GL #261-9261-82214.

<u>Quantity</u>	<u>Vehicle</u>	<u>Total</u>
1	Vehicle "A" Unmarked/Investigation/Surveillance	\$45,734.00

LaFontaine CDJR – Lansing
6131 S. Pennsylvania Ave.
Lansing, MI 48911
517-394-1022 Direct
mdeacon@lafontaine.com

The vehicle listed as "A" will be for unmarked/investigative/surveillance use and will not be described by make or model in this document so as not to compromise officer safety or operational integrity.

All vehicle pricing comes from the State of Michigan State contract pricing bid referenced above.

Respectfully,

Signed by:
Brent Chisolm
9203B4FAD4AC476...

Brent Chisolm, Captain
Warren Police Department
Administration

RESOLUTION

Document No: STA-W-1722

Product or Service: Confidential Police Vehicle

Requesting Department: Police Department

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

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

Upon performing a diligent inquiry, the Police Department has determined that it is necessary in the interest of the Police Department and the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The Police Department recommends awarding the purchase of one (1) Police Vehicle, to LaFontaine Chrysler Dodge Jeep Ram of Lansing, 6131 S. Pennsylvania Ave., Lansing, MI 48911, utilizing the State of Michigan Contract #MA240000001206, in the total amount of \$45,734.00.

Due to the confidential nature of this purchase, the backup information (make and model of the vehicle, etc.) is being kept confidential. Your honorable body can obtain this information by contacting the Police Department or the Purchasing Agent.

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

Funds are available in the following Account: 261-9261-82214.

IT IS RESOLVED, that the cooperative purchase is hereby accepted by City Council to LaFontaine Chrysler Dodge Jeep Ram of Lansing in the total amount of \$45,734.00.

IT IS FURTHER RESOLVED, that City Council authorizes payment to be made to the awarded vendor immediately upon City acceptance of the vehicles.

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 Documents

☐ Contract

☒ Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

_____, 2025.

Sonja Buffa
City Clerk